



The ‘Small Print’

STAFF HANDBOOK (PROCEDURES)

Version 2.0

Contents

Part A: Introduction

	PAGE
1. INTRODUCTION	1
2. CONTRACTUAL ELEMENTS OF THIS HANDBOOK	2
3. PERSONAL DETAILS, HOME ADDRESS, NEXT OF KIN AND SECONDARY EMPLOYMENT	2

Part B: Working with Black Sheep Utilities

	PAGE
4. PAY LEVELS AND PAY STRUCTURE	5
5. NOTICE PERIODS	6
6. PENSION	6
7. PERSONAL PROPERTY	6
8. EXPENSES POLICY	6 - 9
9. EQUAL OPPORTUNITIES POLICY	9 - 12
10. ANTI-HARASSMENT AND BULLYING POLICY	12 - 18
11. MATERNITY POLICY	19 - 28
12. ADOPTION LEAVE POLICY	29 - 38
13. PATERNITY POLICY	39 - 45
14. SHARED PARENTAL LEAVE POLICY	46 - 56
15. PARENTAL LEAVE POLICY	57 - 60
16. TIME OFF FOR DEPENDENTS AND COMPASSIONATE LEAVE	61
17. SPECIAL LEAVE	61
18. FLEXIBLE WORKING POLICY	62
19. SICKNESS ABSENCE POLICY	63 - 72
20. REDUNDANCY POLICY	73
21. RETIREMENT POLICY	73 - 74

Part C: Safety, Security & Confidentiality

	PAGE
22. HEALTH AND SAFETY POLICY	77 - 80
23. VISITORS	80
24. ALCOHOL AND DRUGS AT WORK POLICY	80 - 85
25. NO-SMOKING POLICY	85 - 87
26. ADVERSE WEATHER AND TRAVEL DISRUPTION POLICY	87 - 88
27. ANTI-CORRUPTION AND BRIBERY POLICY	88 - 92
28. DATA PROTECTION POLICY	92 - 102
29. WHISTLEBLOWING POLICY	103 - 109
30. ELECTRONIC INFORMATION AND COMMUNICATIONS SYSTEMS POLICY	109 - 115
31. POLICY ON ACCEPTABLE USE OF SOCIAL MEDIA	117 - 120

Part D: Resolving Difficulties

	PAGE
32. CAPABILITY PROCEDURE	123 - 131
33. DISCIPLINARY RULES	131 - 135
34. DISCIPLINARY PROCEDURE	135 - 142
35. GRIEVANCE PROCEDURE	142 - 144

Part A: Introduction

1. INTRODUCTION

This Handbook contains useful and important information about your employment with Black Sheep Utilities Limited (“Black Sheep” or the “Company”).

The object of this Handbook is to provide reference for you concerning practices and procedures which operate within Black Sheep. It describes some of your duties to the Company, your colleagues and others.

This Handbook works in conjunction with ‘The REAL Black Sheep Handbook’ and may be revised and updated from time to time to keep up with legal developments or to incorporate other changes made by the Company. Each time an update is made a new copy of each Handbook will be made available and published on PeopleHR.

Unless expressly stated in [Section 2](#), this Handbook does not form part of your contract of employment, but sets out the Company policies, practices, procedures and details of certain benefits and miscellaneous provisions relating to your employment with Black Sheep. By taking employment with the Company, you are deemed to have undertaken to comply with these policies, practices and procedures.

Everyone should ensure they take the time to read and understand the content of this Handbook and act in accordance with its aims and objectives. No Handbook can explain everything so, if a particular point is not covered, you should consult your Line Manager in the first instance.

Save as set out below, the policies and procedures set out in this Handbook apply to all employees. The following policies and procedures also apply to consultants, contractors, casual and agency staff and volunteers (collectively, when combined with employees, referred to as staff in this Handbook):

- Personal Details, Home Address and Next of Kin;
- Uniform and Dress Code;
- Equal Opportunities Policy;
- Anti-Harassment and Bullying;
- Health and Safety Policy;
- Alcohol and Drugs at Work Policy;
- No smoking Policy;
- Anti-Corruption and Bribery Policy;
- Data Protection Policy;
- Whistleblowing Policy;
- Electronic Information and Communications Systems Policy; and
- Acceptable Use of Social Media Policy.

It may be amended at any time and we may depart from it depending on the circumstances of any case.

2. CONTRACTUAL ELEMENTS OF THIS HANDBOOK

The following sections of this handbook are intended to have contractual effect, subject always to the Company’s right to make reasonable changes to any of your terms and conditions of employment. You will be notified of minor changes of detail by way of a general notice to all employees and any such changes will take effect from the date of the notice. You will be given not less than one month’s written notice of any significant changes which may be given by way of an individual notice or a general notice to all employees.

- Statutory Sick Pay entitlements ([Section 19](#))
- Disciplinary Rules in section ([Section 33](#))

3. PERSONAL DETAILS, HOME ADDRESS, NEXT OF KIN AND SECONDARY EMPLOYMENT

- 3.1 You are responsible for ensuring we hold up to date details of your home address, next of kin and emergency contact telephone numbers. Line Managers will remind their team members periodically to review their data. You are responsible for maintaining your record on the Company HR portal and should advise of any changes immediately. PeopleHR is self-service and you are able to make the amendments online then inform your Line Manager that you have updated your profile. You are responsible for checking the accuracy of the data.
- 3.2 It is important that we maintain accurate emergency contact details in case a member of staff has an accident or does not attend work without any contact. Information is held in confidence and is only used when needed.
- 3.3 Your offer of employment with the Company is subject to satisfactory references being returned by your previous employers. You will also be required to provide proof of any claimed qualification on your CV or discussed during the recruitment process.
- 3.4 Where appropriate, we may ask for a criminal record check to be completed to protect the Company’s interest and that of its staff and clients, this may need to be reviewed periodically depending on the Company or customer requirements.
- 3.5 We are required by law to ensure that you are entitled to work in the United Kingdom. All offers of employment are subject to verification of your Right to Work and a copy of your passport and/or Visa will be kept on your personnel file. You are obliged to inform the Company should you no longer be entitled to work in the United Kingdom during your employment.
- 3.6 Employees are required to give their first duty to the Company as their employer. Employees may not take an outside job, either for pay or as a donation of their personal time, with a customer or competitor of the Company; nor may employees work on their own if it competes or interferes in any way with the business, sales of products or services that the Company provides to its clients, employment of this nature is a disciplinary offence.

Part B: Working with Black Sheep Utilities

4. PAY LEVELS AND PAY STRUCTURE

- 4.1 The terms and conditions of your employment as regards pay and pay structure are contained in your personal contract of employment.

It is the Company's desire to pay all staff wages or salaries that are competitive with other employers in the marketplace and in a way that will be motivational, fair, and equitable. Compensation may vary based on roles and responsibilities, individual, and company performance, and in compliance with all applicable laws.

Annual Pay Reviews for basic rates of pay are conducted for the first five years of employment. These will take into account factors such as performance, punctuality, attendance, KPI's, individual targets and inflation to determine an award. This is a non-contractual practice, at the sole discretion of the Company and can be discontinued at any time.

- 4.2 Key Performance Indicators (KPI's) are used to monitor an individual's performance on a daily, weekly and monthly basis. These statistics are for the benefit of both yourself and the Company and the monitoring of results will highlight if your objectives are being achieved and any areas for development. Individual training and coaching programs will be determined using these.

- 4.3 Individual targets may vary depending on your level of experience within the company. Targets are likely to change from time to time and will be set to nurture full potential and a culture of excellence throughout the company. Changes in targets will be communicated to staff via their Manager.

- 4.4 All staff should refer to their Contract of Employment for the relevant commission structure applicable to their role. Commission structures will be reviewed in line with Employee Reviews to make sure that staff are continually challenged and motivated. Changes in commission structure will be communicated to staff with one week's notice.

- 4.5 The Company may choose, in exceptional circumstances, to offer rewards in the form of bonuses or incentives at its discretion for exceptional performance. Any such bonus schemes should be seen as one-off, are non-contractual and can be discontinued at any time at the Company's discretion. Performance, attendance and punctuality will be taken into account when considering eligibility.

- 4.6 Staff will be paid by BACS transfer ordinarily on the last working day of each month. Payslips will be provided to all staff via PeopleHR where you can view, save and print each month.

Staff are advised to print their payslips each month and retain for their records, access to the system is only available during employment with the Company. If, for any reason, your employment is terminated, your P45 and final payslip will be sent in the post to your home address within 5 working days of pay day.

5. NOTICE PERIOD

- 5.1 The notice period applicable to you is set out in your contract of employment.

6. PENSION

- 6.1 The Company reached its staging date for auto-enrolment on the 1st July 2016. For the purposes of the Pensions Act 2008, the Company will comply with and duties it may have in respect of you under Part 1 of that Act. You will receive a letter when you join the Company regarding auto-enrolment, the contribution rates, and what it means for you as an individual. Any changes to rates and/or pensionable pay definitions will be notified to you in writing.

- 6.2 The Company reserves the right to change broker and/or pension provider at its discretion, at any time. Should this event occur then staff will be kept informed of how to join the new scheme and how to transfer funds to the new scheme should they wish.

- 6.3 There is an enhanced pension scheme that may be offered upon promotion to an eligible role, the details of which will be provided individually.

The offer of enhanced rates is discretionary, non-contractual and can be discontinued at any time, at the Company's discretion. For more information of guidance on the pension scheme please contact the Finance & Payroll Manager.

7. PERSONAL PROPERTY

The Company assumes no risk or responsibility for any loss or damage to personal property whilst on the premises. Please keep personal property to an absolute minimum. We operate a clear desk policy.

8. EXPENSES POLICY

- 8.1 If you are a field representative and/or your role involves travelling, you may be entitled to be reimbursed all reasonable expenses properly, wholly and exclusively incurred by you in the discharge of your duties and which are authorised in advance by your Line Manager (or Head of Department if you are a Line Manager).

- 8.2 We will reimburse expenses properly incurred in accordance with this policy. Any attempt to claim expenses in breach of this policy may result in disciplinary action.

- 8.3 We may publish information on the circumstances in which expenses need to be authorised before they are incurred and who can authorise them. Please ask the Finance & Payroll Manager for details.

8. EXPENSES POLICY

- 8.4 Expenses will only be reimbursed if they are:
 - 8.4.1 Claimed using forms that are available from the Finance Department and are submitted within two months of being incurred;
 - 8.4.2 Supported by relevant documents (for example, VAT receipts, tickets, and credit or debit card slips); and
 - 8.4.3 Where required, authorised in accordance with instructions in force at the time the expense was incurred.
- 8.5 Claims for authorised expenses submitted in accordance with this policy will be paid directly into your bank/building society account in your payslip, usually in the same month they are authorised.
- 8.6 In exceptional circumstances we may, at our discretion, agree to reimburse expenses that have not been incurred or submitted in accordance with this policy. In each case you should provide full details of why it was not possible to follow this policy.
- 8.7 Any questions about the reimbursement of expenses should be put to the Finance Manager before you incur the relevant costs.

TRAVEL EXPENSES

- 8.8 We will reimburse the reasonable cost of necessary off-site travel in connection with our business. The most economic method of travel should be chosen if practicable/ possible and you should use existing travel cards and season tickets wherever possible. The following are not treated as travel in connection with our business:
 - 8.8.1 travel between your home and usual place of work;
 - 8.8.2 travel which is mainly for your own purposes; and
 - 8.8.3 travel which, while undertaken on our behalf, is similar or equivalent to travel between your home and your usual place of work.

TRAVEL EXPENSES

- 8.9 You will only be reimbursed for the cost of standard class travel unless expressly authorised to travel in a higher class. A receipt should be obtained for submission with an expense claim form.

CAR

- 8.10 Where it is cost effective for you to use your own car for business travel, and you have been authorised to do so, you can claim a mileage allowance on proof of mileage in accordance with the current mileage rates authorised by HM Revenue & Customs. The mileage rates applicable for the tax year 2018/2019 are: for cars and vans- the first 10,000 business miles at 45p per mile; 25p per mile for every mile after 10,000 miles. These rates are subject to change and details of the current mileage rates can be obtained from the Finance Manager. You can also claim for any necessary parking costs which need to be supported by a receipt or the display ticket.
- 8.11 Other than in exceptional circumstances, when we may exercise our discretion to do so, the Company will not reimburse any penalty fares or parking fines that you may incur while travelling on our business.

USE OF PERSONAL CAR FOR COMPANY BUSINESS

- 8.12 The use of a personal car on Company business will normally be permitted where its use contributes to economy and efficiency in carrying out the assignment, provided that the vehicle is adequately insured for business use. Prior approval must be obtained from the employer for all usage. It is your responsibility to ensure that your personal car is fully legal and roadworthy for business purposes. Therefore, when submitting expenses for car mileage and signing the form to claim you confirm that;
 - 8.12.1 the MOT certificate for their vehicle is up to date;
 - 8.12.2 the car insurance is valid and covers the driver for business use (see below);
 - 8.12.3 the vehicle is correctly taxed; and
 - 8.12.4 the vehicle is fully legal and roadworthy.
- 8.13 No liabilities will be accepted in the event that these procedures are not followed.
- 8.14 The Car Insurance Policy should:
 - 8.14.1 cover the use of the vehicle and the carriage of passengers in connection with the Company's business;
 - 8.14.2 indemnify the employer while the vehicle is so used;
 - 8.14.3 cover any driver if there is a likelihood of the car being driven by some other member of staff; and
 - 8.14.4 not be invalidated by the receipt of any form of mileage or travel allowance from the employer being deemed to be for hire or reward.

8. EXPENSES POLICY

8.15 You are not entitled to claim against the Company if the vehicle is lost or damaged whilst in use on the Company's business. Where you have "Third Party" insurance, we will not in any way be liable for repairs to the car or any claims against you in the event of an accident or damage including the loss, damage of theft of personal items left therein.

AIR TRAVEL

8.16 If you are required to travel by plane in the course of your duties you should discuss travel arrangements with the Finance Manager in advance. Where possible, arrangements will be made by the Company on your behalf but where this is not possible you will be advised of the documentation that you will need to submit an expense claim.

ACCOMMODATION AND OTHER OVERNIGHT TRAVEL

8.17 If you are required to stay away overnight in the course of your duties you should discuss accommodation arrangements with the Finance & Payroll Manager in advance. Where possible, arrangements will be made by the Company on your behalf, but where this is not possible you will be advised of the documentation that you will need to submit to reclaim expenses.

8.18 When you are required to stay away overnight in the course of your duties, to the extent that these are not included in the cost of accommodation, we will reimburse your reasonable out-of-pocket expenses provided they are supported by receipts. This will include a reasonable amount as a meal allowance.

8.19 For the avoidance of any doubt, when the cost of attending an event (such as a conference) involving an overnight stay includes the cost of accommodation and/or meals, additional claims under this policy should not be made for those items.

9. EQUAL OPPORTUNITIES POLICY

9.1 We are committed to promoting equality of opportunity for all staff and job applicants. We aim to create a working environment in which all individuals are able to make the best use of their skills, free from discrimination or harassment, and in which all decisions are based on merit.

9.2 We do not discriminate against staff on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (protected characteristics).

9.3 The principles of non-discrimination and equality of opportunity also apply to the way in which staff treat visitors, clients, customers, suppliers and former staff members.

9.4 You have a duty to act in accordance with this policy and treat colleagues with dignity at all times, and not to discriminate against or harass other members of staff, regardless of their status. Your attention is drawn to our separate Anti-harassment and Bullying Policy.

9.5 SCOPE AND PURPOSE OF THE POLICY

9.5.1 This policy applies to all aspects of our relationship with staff and to relations between staff members at all levels. This includes job advertisements, recruitment and selection, training and development, opportunities for promotion, conditions of service, pay and benefits, conduct at work, disciplinary and grievance procedures, and termination of employment.

9.5.2 We will take appropriate steps to accommodate the requirements of different religions, cultures, and domestic responsibilities as outlined in the relevant policies in this Handbook.

9.6 FORMS OF DISCRIMINATION

9.6.1 Discrimination by or against any member of staff is generally prohibited unless there is a specific legal exemption. Discrimination may be direct or indirect and it may occur intentionally or unintentionally.

9.6.2 Direct discrimination occurs where someone is treated less favourably because of one or more of the protected characteristics set out above.

9.6.3 Indirect discrimination occurs where someone is disadvantaged by an unjustified provision, criterion or practice that also puts other people with the same protected characteristic at a particular disadvantage.

9.6.4 Harassment related to any of the protected characteristics is prohibited. Harassment is dealt with further in our Anti-harassment and Bullying Policy as set out at section 10 below.

9.6.5 Victimisation is also prohibited.

9. EQUAL OPPORTUNITIES POLICY

9.7 RECRUITMENT AND SELECTION

We are required by law to ensure that you are entitled to work in the UK. Assumptions about immigration status should not be made based on appearance or apparent nationality. All prospective staff, regardless of nationality, must be able to produce original documents (such as a passport) before employment starts, to satisfy current immigration legislation. The list of acceptable documents is available from the UK Border Agency.

9.9.3 We will monitor the physical features of our premises to consider whether they place disabled workers, job applicants or service users at a substantial disadvantage compared to other staff. Where reasonable, we will take steps to improve access for disabled staff and service users.

9.8 YOUR TRAINING, PROMOTION AND CONDITIONS OF SERVICE

9.8.1 Your training needs will be identified through regular staff appraisals. You will be given appropriate access to training to enable you to progress within the organisation. All promotion decisions will be made on the basis of merit.

9.8.2 Workforce composition and promotions will be regularly monitored to ensure equality of opportunity at all levels of the Company. Where appropriate, steps will be taken to identify and remove unjustified barriers and to meet the special needs of disadvantaged or underrepresented groups.

9.8.3 Our conditions of service, benefits and facilities are reviewed to ensure that they are available to all staff who should have access to them and that there are no unlawful obstacles to accessing them.

9.9 DISABILITY DISCRIMINATION

9.9.1 If you are disabled or become disabled, we encourage you to tell us about your condition so that we can support you as appropriate.

9.9.2 If you experience difficulties at work because of your disability, you may wish to contact your line Manager to discuss any reasonable adjustments that would help overcome or minimise the difficulty. Your line Manager may wish to consult with you and your medical adviser(s) about possible adjustments. We will consider the matter carefully and try to accommodate your needs within reason. If we consider a particular adjustment would not be reasonable we will explain our reasons and try to find an alternative solution where possible.

9.10 BREACHES OF POLICY

9.10.1 If you believe that you may have been discriminated against you are encouraged to raise the matter through our Grievance Procedure. If you believe that you may have been subject to harassment you are encouraged to raise the matter through our Anti-harassment and Bullying Policy. If you are uncertain which applies or need advice on how to proceed you should speak to HR.

9.10.2 Allegations regarding potential breaches of this policy will be treated in confidence and investigated in accordance with the relevant procedure. Staff who make such allegations in good faith will not be victimised or treated less favourably as a result. False allegations which are found to have been made in bad faith will, however, be dealt with under our Disciplinary Procedure.

9.10.3 Any member of staff who is found to have committed an act of discrimination or harassment will be subject to disciplinary action. Such behaviour may constitute gross misconduct and, as such, may result in summary dismissal. We take a strict approach to serious breaches of this policy.

10 ANTI-HARASSMENT AND BULLYING POLICY

10.1 The purpose of this policy is to ensure that all workers are free from harassment, intimidation or other forms of bullying at work. Any behaviour which undermines this purpose will not be tolerated. Breach of this policy will be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

10.2 This policy covers conduct which occurs both in and out of the workplace, such as on business trips or at events or work-related social functions. It covers conduct by staff and also by third parties such as customers, suppliers or visitors to our premises.

10. ANTI-HARASSMENT AND BULLYING POLICY

10.3 We will take allegations of harassment, intimidation or bullying seriously and address them promptly and confidentially where possible. Harassment or bullying by yourself or any member of staff will be treated as misconduct under our Disciplinary Procedure. In some cases, it may amount to gross misconduct leading to summary dismissal. If you or the member of staff are not an employee, such allegations may lead to summary termination of your engagement with the Company.

10.4 You are responsible for treating your colleagues with respect and should always consider whether your words or conduct could be offensive to others. For the success of this policy you should ensure that you take the time to read and understand it.

10.5 WHAT THE LAW SAYS

10.5.1 The Equality Act 2010 prohibits harassment related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation.

10.5.2 The Protection from Harassment Act 1997 also makes it unlawful to pursue a course of conduct which you know or ought to know would be harassment, which includes causing someone alarm or distress.

10.5.3 Under the Health and Safety at Work Act 1974, staff are entitled to a safe place and system of work.

10.5.4 Individual members of staff may in some cases be legally liable for harassment of colleagues or third parties, including customers, and may be ordered to pay compensation by a court or employment tribunal.

10.6 WHAT IS HARASSMENT?

10.6.1 Harassment is any unwanted physical, verbal or non-verbal conduct which has the purpose or effect of creating an intimidating, hostile or offensive environment for them. A single incident can amount to harassment and such conduct is commonly related to sex, sexual orientation, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.

10.6.1 Harassment is any unwanted physical, verbal or non-verbal conduct which has the purpose or effect of creating an intimidating, hostile or offensive environment for them. A single incident can amount to harassment and such conduct is commonly related to sex, sexual orientation, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.

10.6.2 Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.

10.6.3 Harassment may include, for example:

- unwanted physical conduct and more serious forms of physical or sexual assault;
- unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless), and suggestions that sexual favours may further a career or that a refusal may hinder it;
- sending or displaying material that is pornographic or that some people may find offensive (including emails, text messages, video clips and images sent by mobile phone or posted on the internet);
- offensive or intimidating comments or gestures;

This list is not exhaustive and other behaviour may constitute harassment.

10.7 WHAT IS BULLYING?

10.7.1 Bullying means offensive, intimidating, malicious or insulting behaviour. Bullying does not include legitimate and constructive criticism of your performance or behaviour, an occasionally raised voice, or an argument.

10. ANTI-HARASSMENT AND BULLYING POLICY

10.7 WHAT IS BULLYING?

10.7.2 This policy covers harassment or bullying which occurs both in the workplace itself and in settings outside the workplace, such as business trips, events or social functions organised for or on behalf of the Company and on or off our premises. This policy also covers harassment and bullying which occurs on social networking sites. Please refer to the Company's Social Media policy for further guidance on the acceptable and unacceptable use of social networking sites.

10.9.3 As a general principle, the decision whether to progress a complaint is up to you. However, we have a duty to protect all staff and may pursue the matter independently if, in all the circumstances, we consider it appropriate to do so.

10.8 INFORMAL STEPS

10.8.1 If you are being bullied or harassed, you should initially consider raising the problem informally with the person responsible, if you feel able to. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your line Manager, who can provide confidential advice and assistance in resolving the issue formally or informally.

10.10 FORMAL INVESTIGATIONS

10.10.1 We will investigate complaints in a timely and confidential manner. Individuals not involved in the complaint or the investigation should not be told about it. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where appropriate. The investigation should be thorough, impartial and objective, and carried out with sensitivity and due respect for the rights of all parties concerned.

10.8.3 If you are not certain whether an incident or series of incidents amount to bullying or harassment, you should initially contact your line Manager informally for confidential advice.

10.10.2 We will arrange a meeting with you, usually within one week of receiving your complaint, so that you can give your account of events. You have the right to be accompanied by a colleague of your choice, who must respect the confidentiality of the investigation. You will be given a provisional timetable for the investigation. The investigator will arrange further meetings with you as appropriate throughout the investigation.

10.8.3 If informal steps have not been successful or are not possible or appropriate, you should follow the formal procedure set out below.

10.10.3 Where your complaint is about a member of staff, we may consider suspending them on full pay or making other temporary changes to working arrangements pending the outcome of the investigation, if circumstances require. The investigator will also meet with the alleged harasser or bully who may also choose to be accompanied by a colleague of their choice to hear their account of events. They have a right to be told the details of the allegations against them, so that they can respond.

10.9 RAISING A FORMAL COMPLAINT

10.9.1 If you wish to make a formal complaint about bullying or harassment, you should submit it in writing to your line Manager, whose role is to achieve a solution wherever possible and to respect the confidentiality of all concerned. If the matter concerns that person, you should refer it to HR.

10.10.4 Where your complaint is about someone other than a member of staff, such as a customer, service user, supplier, or visitor, we will consider what action may be appropriate to protect you and anyone involved pending the outcome of the investigation, bearing in mind the reasonable needs of the business and the rights of that person. Where appropriate, we may attempt to discuss the matter with the third party.

10.9.2 Your written complaint should set out full details of the conduct in question, including the name of the harasser or bully, the nature of the harassment or bullying, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.

10.10.5 It may be necessary to interview witnesses to any of the incidents mentioned in your complaint. If so, the importance of confidentiality will be emphasised to them.

10	ANTI-HARASSMENT AND BULLYING POLICY			
10.10	FORMAL INVESTIGATIONS			
	10.10.6	At the end of the investigation, the investigator will submit a report to a senior Manager nominated to consider the complaint. The senior Manager will arrange a meeting with you, within a reasonable timeframe of receiving the report, in order to discuss the outcome and what action, if any, should be taken. You have the right to bring a colleague to the meeting. A copy of the report and the senior Manager's findings will be given to you and to the alleged harasser.	10.12.2	We will hold an appeal meeting, normally within one to two weeks of receiving your written appeal. This will be dealt with impartially by a more senior Manager, where possible, who has not previously been involved in the case (although they may ask anyone previously involved to be present). You may bring a colleague to the meeting.
			10.10.3	We will confirm our final decision in writing, usually within one or two weeks of the appeal hearing. This is the end of the procedure and there is no further appeal.
10.11	ACTION FOLLOWING THE INVESTIGATION		10.13	PROTECTION AND SUPPORT FOR THOSE INVOLVED
	10.11.1	If the senior Manager considers that harassment or bullying has occurred, prompt action will be taken to address it.	10.13.1	Staff who make complaints or who participate in good faith in any investigation conducted under this policy must not suffer any form of retaliation or victimisation as a result.
	10.11.2	Where the harasser or bully is an employee the matter will be dealt with as a case of possible misconduct or gross misconduct under our Disciplinary Procedure.	10.13.2	If you believe you have suffered any such treatment you should inform your line Manager. If the matter is not remedied you should raise it formally using our Grievance Procedure or this procedure if appropriate.
	10.11.3	Where the harasser or bully is a third party, appropriate action might include putting up signs setting out acceptable and unacceptable behaviour; speaking or writing to the person and/or their superior about their behaviour; or, in very serious cases, banning them from the premises or terminating a contract with them.	10.13.3	Anyone found to have retaliated against or victimised someone for making a complaint or assisting in good faith with an investigation under this procedure will be subject to disciplinary action under our Disciplinary Procedure.
	10.11.4	Whether or not your complaint is upheld, we will consider how best to manage the ongoing working relationship between you and the alleged harasser or bully. It may be appropriate to arrange some form of mediation and/or counselling, or to change the duties, working location or reporting lines of one or both parties.	10.14	CONFIDENTIALITY AND DATA PROTECTION
	10.11.5	Any staff member who deliberately provides false information or otherwise acts in bad faith as part of an investigation may be subject to action under our Disciplinary Procedure.	10.14.1	Confidentiality is an important part of the procedures provided under this policy. Everyone involved in the operation of the policy, whether making a complaint or involved in any investigation, is responsible for observing the high level of confidentiality that is required. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis.
10.12	APPEALS		10.14.2	Information about a complaint by or about you may be placed on your personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with our Data Protection Policy.
	10.12.1	If you are not satisfied with the outcome you may appeal in writing to a more senior staff member, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.	10.14.3	Breach of confidentiality may give rise to disciplinary action under our Disciplinary Procedure.

11 MATERNITY POLICY

It is the policy of the Company to ensure that we comply fully with current legal requirements. This policy outlines the statutory rights and responsibilities of such employees and sets out the arrangements for ante-natal care, pregnancy-related sickness, health and safety, and maternity leave.

11.1 Definitions

- 11.1.1 The definitions in this paragraph apply in this policy.
- 11.1.2 “Expected Week of Childbirth” means the week, starting on a Sunday, in which your doctor or midwife expects you to give birth.
- 11.1.3 “Qualifying Week” means the 15th week before the Expected Week of Childbirth.

11.2 Notification

- 11.2.1 You are encouraged to inform us as soon as possible that you are pregnant to ensure that appropriate steps can be taken to ensure your health and safety (see paragraph 11.5.1 to paragraph 11.5.2). However, you are not obliged to notify the Company of your pregnancy until the end of the Qualifying Week, unless this is not reasonably practicable.

- 11.2.2 Before the end of the Qualifying Week you must tell us:
- that you are pregnant;
 - the Expected Week of Childbirth; and
 - the date on which you would like to start your maternity
 - leave (“Intended Start Date”)

You must provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth.

11.3 Time off for ante-natal care

- 11.3.1 If you are pregnant you may take reasonable paid time off during working hours for ante-natal care.

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

- a certificate from the doctor, midwife or health visitor stating that you are pregnant; and
- an appointment card.

- 11.3.3 You should notify your line manager in advance of the time of all such appointments. Wherever possible, ante-natal appointments should be arranged outside normal working hours. The Company recognises, however, that this is not always possible. If, therefore, there is no alternative but to attend appointments during working hours, please try to arrange them as near to the start or the end of the day, or in some other way which will minimise disruption to your work.

- 11.3.4 You will also be entitled to take unpaid time off during working hours to accompany a woman to ante-natal appointments on up to two occasions lasting no more than 6.5 hours each if you are:

- the pregnant woman’s civil partner or husband;
- living with pregnant women;
- the expected child’s father;
- one of a same-sex couple who is to be treated as the child’s other parent under the assisted reproduction provisions in either s42 or s43 of the Human Fertilisation and Embryology Act 2008; or
- the potential applicant for a parental order under s54 of the Human Fertilisation and Embryology Act 2008 in relation to a child who is expected to be born to a surrogate mother.

11 MATERNITY POLICY

11.3 Time off for ante-natal care

11.3.5 You will not be permitted to take unpaid time off under paragraph 11.3.4 above unless you are able to demonstrate upon our request:

- that you satisfy any of the criteria outlined in paragraph 11.3.4;
- that the purpose of taking the time off is to accompany the pregnant woman to the ante-natal appointment;
- that the appointment has been made on the advice of a registered doctor, midwife or nurse;
- the date and time of the appointment.

11.3.6 If you are unsure as to whether you are entitled to take time off for the purpose of ante-natal care, you should contact HR.

21 11.4 Sickness

11.4.1 Periods of pregnancy-related sickness absence shall be treated in the same manner as any other sickness absence.

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

11.4.3 If you are absent for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will usually start automatically (see paragraph 11.7.1 to paragraph 11.7.10).

11.5 Health and safety

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

11.5.2 We will provide you with information as to any risks identified in the risk assessment, and any preventive and protective measures that have been or will be taken.

11.6 Entitlement to maternity leave

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

- ordinary maternity leave of 26 weeks ("OML");
- additional maternity leave of a further 26 weeks immediately following OML ("AML").

11.6.2 The right contained in paragraph 11.6.1 will apply even if you are unfortunate enough to suffer a stillbirth after 24 weeks of pregnancy.

11.7 Starting maternity leave

11.7.1 The earliest date you can normally start maternity leave is 11 weeks before the Expected Week of Childbirth. Many women will choose not to begin their maternity leave until shortly before the birth. If your child is born early, the maternity leave period will automatically begin on that date. In such circumstances you should inform HR as soon as possible after the birth.

11.7.2 You must notify us of your Intended Start Date in accordance with paragraph 11.2.2.3.

11 MATERNITY POLICY

11.7 Starting maternity leave

- 11.7.3 We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to maternity leave (“Expected Return Date”). You can choose to take less than your statutory entitlement of leave but you must, by law, take at least two weeks’ leave after the birth of your baby.
- 11.7.4 You can postpone your Intended Start Date by informing us in writing at least 28 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable.
- 11.7.5 You can bring forward the Intended Start Date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.
- 11.7.6 Maternity leave shall start on the earlier of:
- your Intended Start Date (if notified to us in accordance with this policy); or
 - the day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth; or
 - the day after you give birth.
- 11.7.7 If you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth, you must let us know as soon as possible in writing. Maternity leave will be triggered under paragraph 11.7.6.2 unless we agree to delay it.
- 11.7.8 If you give birth before your maternity leave was due to start, you must let us know the date of the birth in writing as soon as possible.
- 11.7.9 The law prohibits you from working during the two weeks following childbirth.

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

11.8 Statutory maternity pay

- 11.8.1 Statutory maternity pay (“SMP”) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch in accordance with paragraph 11.11.1 to paragraph 11.11.3). You are entitled to SMP if:
- you have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;
 - are still employed by the Company in the Qualifying Week; and
 - your average weekly earnings during the eight weeks ending with the Qualifying Week (“the Relevant Period”) are not less than the lower earnings limit set for National Insurance Contributions.
- 11.8.2 SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments shall be made on the next normal payroll date and income tax, National Insurance and pension contributions shall be deducted as appropriate.
- 11.8.3 If you are not entitled to receive SMP you may still qualify for Maternity Allowance which is paid by the Department for Work and Pensions. Please speak to HR who will assist you in making a claim from Job Centre Plus.

11 MATERNITY POLICY

11.10 Annual leave

- 11.10.1 Before you take your maternity leave, HR will normally calculate how much holiday entitlement you have remaining in that holiday year.
- 11.10.2 During OML and AML, annual leave will accrue at the rate provided under your contract.
- 11.10.3 You should try to ensure that you take all your holiday entitlement before you commence your period of maternity leave. However, if this is not reasonably practicable you may carry over your accrued holiday entitlement (and the holiday accrued while on leave) until you return to work after your maternity leave, even if this is in another holiday year.

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

- updating you on any changes that have occurred during your absence;
- any training needs you might have; and
- any changes to working arrangements (for example if you have made a request to work part-time; see paragraph 11.18).

11.11 Pensions

During OML we shall continue to meet our statutory obligation regarding contributions.

11.13 Expected return date

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

11.12 Keeping in touch

- 11.12.1 We may make reasonable contact with you from time to time during your maternity leave, for instance to discuss returning to work. This contact will not affect your maternity leave which will continue as normal.
- 11.12.2 You may work (including attending training) for up to ten days during maternity leave without bringing your maternity leave or SMP to an end. The Company will be under no obligation to offer you such days. The arrangements, including pay, would be set by agreement with your line manager. You are not obliged to undertake any such work during maternity leave. You may also be asked to participate in training or any other activities which have the purpose of keeping you in touch with your workplace. In any case, you must not work at any time in the two weeks immediately following the birth of your child.

11.13.2 We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your maternity leave, you can keep your line managers informed of your intentions to enable the Company to plan cover arrangements.

11.14 Returning early

11.14.1 If you intend to take your full maternity leave entitlement, you will not need to do anything further before returning to work on the Expected Return Date. If you want to return before the end of your maternity leave entitlement, you must give at least eight weeks' notice in writing of the date when you want to return.

11 MATERNITY POLICY

11.14 Returning early

- 11.14.2 If you fail to give eight weeks' notice the Company may postpone your return until eight weeks have elapsed after you gave notice, or to the Expected Return Date if sooner. The Company may not delay your right to return to work beyond the end of your maternity leave period.

11.15 Returning late

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

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

- 11.15.2 If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.

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

11.16 Deciding not to return

- 11.16.1 If you decide not to return to work at all after the birth of your child we encourage you to let us know as soon as possible. This will not affect the payment of SMP during your leave period. You are reminded that in such circumstances, as a minimum, contractual notice requirements for resignation will apply.

11.17 Your rights when you return

- 11.17.1 Following your return from OML you are normally entitled to return to the same job and on the same terms and conditions as if you had not been absent from work.

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

- 11.17.3 If a redundancy situation arises during maternity leave you will be consulted with in the same manner as any other employee.

11.18 Shared parental leave

- 11.18.1 If you decide to return to work from maternity leave early by giving proper notice, the father of your child, or if different, your spouse, partner or civil partner, may be eligible to take shared parental leave pursuant to the Shared Parental Leave policy in this handbook.

11.19 Returning to work part time

We will deal with any requests to change your working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business and ability to arrange suitable cover. It is helpful if requests are made as early as possible and not later than six weeks before you are due to return to work. The procedure for dealing with such requests is set out in our Flexible Working Policy.

12 ADOPTION LEAVE POLICY

12.1 This policy outlines the statutory rights and responsibilities of employees who adopt a child and sets out the arrangements for adoption leave and time off to attend adoption appointments.

12.2 This policy applies to employees who have a child placed with them for adoption on or after 5 April 2015 including employees who have a child placed with them as a local authority foster parent and have been approved and notified as being suitable to adopt the child.

12.3 Adoption leave may also be available to employees who are expecting to parent a child through a surrogacy arrangement. For this to apply, a court must have made, on your application, a parental order under section 54(1) Human Fertilisation and Embryology Act 2008 or you must be the intended parent of the child (i.e. on the date of the child's birth you must apply or you must intend to apply within six months of the child's birth, with another person, for a parental order under the HFEA and you must expect the court to make the parental order in respect of the child). For full details of the eligibility criteria and the procedures which apply to surrogacy arrangements, please contact HR.

12.4 If you are adopting a child from overseas, please contact HR for details of eligibility for adoption leave and the procedures which will apply.

12.5 Definitions

12.5.1 The definitions in this paragraph apply in this policy.

12.5.2 "Qualifying Week" means the week, starting on a Sunday, in which you are notified in writing by an adoption agency of having been matched with a child.

12.5.3 "Expected Placement Date" means the date on which an adoption agency expects that it will place a child into your care with a view to adoption.

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

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

12.6 Entitlement to adoption leave

12.6.1 Adoption leave is only available if you are adopting through a UK or overseas adoption agency. It is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative.

12.6.2 You are entitled to adoption leave if you meet all the following conditions:

- you are an employee;
- an adoption agency has given you written notice that it has matched you with a child for adoption and tells you the Expected Placement Date;
- you have notified the agency that you agree to the child being placed with you on the Expected Placement Date;
- you are assuming the role of primary carer;
- you have been continuously employed by us for at least 26 weeks ending with the Qualifying Week;
- your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

12.6.3 Eligible employees can take up to 52 weeks' adoption leave. This is made up of OAL followed immediately by AAL.

12.6.4 You can only take one period of adoption leave even if more than one child is placed with you for adoption at one time.

12.7 Notification of the intention to take leave

12.7.1 You must give the Company notice in writing of:

- your intention to take adoption leave;
- the Expected Placement Date; and
- your intended start date for adoption leave ("Intended Start Date").

12.7.2 This notice should be given not more than seven days after the agency notified you in writing that it has matched you with a child.

12 ADOPTION LEAVE POLICY

12.7 Notification of the intention to take leave

12.7.3 At least 28 days before the Intended Start Date you must also provide us with the documents that you have been issued with by the adoption agency. This must include the matching certificate. If you are unable to provide the documents at least 28 days before, you must provide them as soon as you can.

12.7.4 You may choose to begin your adoption leave on:

- the date on which the child is placed with you for adoption; or
- a predetermined date no more than 14 days before the date on which the child is expected to be placed for adoption (and no later than the Expected Placement Date).

12.7.5 Once you have notified the Company of the date on which you wish to start your OAL, you can change this provided you give the following notice:

- if you want to change your leave so it starts on the date of placement, at least 28 days before the Expected Placement Date;
- if you want to change your leave so it starts on a predetermined date, at least 28 days before that date.

12.7.6 If this notice is not possible you should tell the Company as soon as is reasonably practicable.

12.7.7 The Company will respond in writing within 28 days of receiving your notification and will confirm your expected date of return to work following your adoption leave.

12.7.8 If the Expected Placement Date changes, you should discuss the situation with HR and give the appropriate notice to change the start date. If you plan to start your adoption leave at any time before the actual date of placement, you must be sure that the placement will be going ahead on the date to be agreed before you start your leave. If the placement is delayed for whatever reason and you have already begun your adoption leave, you cannot stop it and start it again at a later date.

12.7.9 If you begin your period of adoption leave before the child is placed with you and you are then told that the placement will not be made or during the adoption leave the child dies or returns to the adoption agency then your leave will normally finish eight weeks after the end of the week in which the relevant event took place.

12.8 Starting adoption leave

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

12.8.2 You must notify us of your Intended Start Date, we will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to adoption leave ("Expected Return Date").

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

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

12.9 Statutory Adoption Pay

12.9.1 If you qualify for adoption leave, you will also be eligible for statutory adoption pay ("SAP") provided that you:

- receive weekly earnings at or above the lower earnings limit for the payment of National Insurance contributions at the end of the week in which you notified in writing by an adoption agency of having been matched with a child;
- give the Company at least 28 days' notice of the date you wish payment of SAP to start. This can be the date on which the child is placed with you for adoption (or if you are at work, the following day) or on a predetermined date which is no more than 14 days before the Expected Placement Date. At the same time as giving this notice, you must inform the Company of the Expected Placement Date; and

12 ADOPTION LEAVE POLICY

12.9 Statutory Adoption Pay

- give written confirmation to the Company at least 28 days before the date you have chosen to start adoption leave that you intend to take SAP and not statutory paternity pay;
- you have given us the relevant notifications.

12.9.2 SAP will cease to be paid to you should:

- you be taken into legal custody;
- you die; or
- the placement of the child be disrupted.

12.10 Terms and conditions during OAL and AAL

All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay. In particular your contract shall continue to accrue

12.11 Annual leave

- 12.11.1 Before you take your adoption leave, HR will calculate how much holiday entitlement you have remaining in that holiday year.
- 12.11.2 During OAL and AAL, annual leave will accrue at the rate provided under your contract.
- 12.11.3 Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during your adoption leave, you should ensure that you have taken the full year's entitlement before starting your adoption leave.

12.12 Pensions

During OAL we shall continue to meet our statutory obligation regarding contributions.

12.14 Keeping in touch

- 12.13.1 We may make reasonable contact with you from time to time during your adoption leave, for instance to discuss returning to work. This contact will not affect your adoption leave which will continue as normal.
- 12.13.2 You may work (including attending training) for up to ten days during adoption leave without bringing your adoption leave or SAP to an end. The Company will be under no obligation to offer you such days. The arrangements, including pay, would be set by agreement with your line manager. You are not obliged to undertake any such work during adoption leave. You may also be asked to participate in training or any other activities which have the purpose of keeping you in touch with your workplace. In any case, you must not work at any time in the two weeks immediately following the adoption of your child.

12.15 Expected return date

- 12.15.1 Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date changes we shall write to you within 28 days of the start of adoption leave with a revised Expected Return Date.
- 12.15.2 We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your adoption leave, you are able to confirm that you will be returning to work as expected.

12.16 Returning early

- 12.16.1 If you intend to take your full adoption leave entitlement, you will not need to do anything further before returning to work on the Expected Return Date. If you want to return before the end of your adoption leave entitlement, you must give at least eight weeks' notice in writing of the date when you want to return.
- 12.16.2 If you fail to give eight weeks' notice the Company may postpone your return until eight weeks have elapsed after you gave notice, or to the Expected Return Date if sooner. The Company may not delay your right to return to work beyond the end of your adoption leave period.

12 ADOPTION LEAVE POLICY

12.17 Deciding not to return

If you decide not to return to work at all after the adoption of your child we encourage you to let HR know as soon as possible. This will not affect the payment of SAP during your leave period. You are reminded that in such circumstances, as a minimum, contractual notice requirements for resignation will apply.

12.18 Your rights when you return

12.18.1 It will be assumed that you are taking both OAL and AAL unless you notify the Company to the contrary.

12.18.2 If you are returning:

- after an isolated period of OAL;
- the last of two or more consecutive periods of statutory leave which did not include a period of additional maternity leave or additional adoption leave or a period of parental leave of more than four weeks (pre-1 December 2014); or
- the last of two or more consecutive periods of leave which did not include any period of parental leave of more than four weeks, or period of statutory leave which when added to any other periods of statutory leave (excluding parental leave) taken in relation to the same child means that the total amount of statutory leave taken in relation to that child totals more than 26 weeks (post-1 December 2014)
- you are normally entitled to return to exactly the same job you held before going on adoption leave and on the same terms and conditions which are no less favourable than those which would have applied if you had not been absent.

12.18.3 If you are returning after AAL or a period of OAL which does not fall within paragraph 12.18.2 above, you are entitled to return to exactly the same job that you held before going on adoption leave or, if this is not reasonably practicable, to a suitable and appropriate alternative role on terms and conditions which are no less favourable than those which would have applied if you had not been absent.

12.19 Returning to work part-time

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

12.20 Curtailment of adoption leave

12.20.1 If you meet certain conditions, including having 26 weeks' service ending with the week in which you are notified of having been matched with the child, you may, if you wish, end your adoption leave early in order to share parental leave with your spouse, partner or civil partner (provided they also meet certain conditions).

12.20.2 If you choose to curtail your adoption leave, the terms of this adoption policy will no longer apply.

12.21 Time off for adoption appointments

12.21.1 For the purposes of this paragraph 12.21, an adoption appointment means an appointment for the purpose of you having contact with the child, or for any other purpose connected with the adoption, which has been arranged by, or at the request of, the adoption agency which has notified you that a child is to be, or is expected to be, placed with you (solely or jointly) for adoption ("Adoption Appointment").

12.21.2 Right to paid time off to attend an Adoption Appointment.

You are entitled to take up to five periods of paid time off during working hours to attend an Adoption Appointment if:

- a) you have been notified by an adoption agency that a child is to be, or is expected to be, placed for adoption with you alone; or
- b) you have been notified by an adoption agency that a child is to be, or is expected to be, placed for adoption with you and another person jointly and you have elected to exercise your right in this paragraph 12.21.2 to take paid time off to attend an Adoption Appointment.

12 ADOPTION LEAVE POLICY

12.21 Time off for adoption appointments

You are not entitled to elect to exercise your right to take paid time off to attend an Adoption Appointment if:

- c) you have elected to exercise your right to take unpaid time off to attend an Adoption Appointment or
- d) the other person with whom the child is to be, or is expected to be, placed for adoption has elected to take paid time off to attend an Adoption Appointment.

You are not entitled to take paid time off to attend an Adoption Appointment on or after the date of the child's placement for adoption with you.

Each period of time off may not exceed 6.5 hours. If at all possible, you should try to arrange your attendance at appointments in a way which causes minimum disruption to your work.

If you are a sole adopter, the Company may request that you provide a document showing the date and time of the appointment and that it has been arranged by, or at the request of, the adoption agency. If requested, this document must be provided before you will be permitted to attend an Adoption Appointment during working hours.

If you are adopting jointly, the Company may request a declaration signed by you stating that you have elected to exercise your right to take paid time off to attend an Adoption Appointment. The Company may also ask you to provide a document showing the date and time of the Adoption Appointment and that it has been arranged by, or at the request of, the adoption agency. If requested, this information must be provided before you will be permitted to attend an Adoption Appointment during working hours.

Notwithstanding the provisions 12 above, you must, in any event, notify your line manager in advance of:

- e) the time and date of your Adoption Appointment(s);
- f) the amount of time you anticipate being away from the workplace.

You will be paid at an hourly rate for any time spent attending an Adoption Appointment in accordance with paragraph 8.22.2.4. Details of how this hourly rate will be calculated are available from HR.

If you take paid time off after 5 April 2015 to attend an Adoption Appointment, you are not entitled to exercise any rights in relation to paternity leave.

12.21.3 Right to unpaid time off to attend an Adoption Appointment (from 5 April 2015 onwards only).

You are entitled to take up to two periods of unpaid time off during working hours to attend an Adoption Appointment if you have been notified by an adoption agency that a child is to be, or is expected to be, placed for adoption with you and another person jointly and you have elected to exercise your right in this paragraph 8.21 to take unpaid time off to attend an Adoption Appointment.

You are not entitled to elect to exercise your right to take unpaid time off to attend an Adoption Appointment in accordance with the paragraph above if:

- a) you have elected to exercise your right to take paid time off to attend an Adoption Appointment in accordance with paragraph 8.21 above; or
- b) the other person with whom the child is to be, or is expected to be, placed for adoption has elected to take unpaid time off to attend an Adoption Appointment.

You are not entitled to take unpaid time off to attend an Adoption Appointment on or after the date of the child's placement for adoption with you.

Each period of time off may not exceed 6.5 hours. If at all possible, you should try to arrange your attendance at appointments in a way which causes minimum disruption to your work.

The Company may request a declaration signed by you stating that you have elected to exercise your right to take unpaid time off to attend an Adoption Appointment. The Company may also ask you to provide a document showing the date and time of the Adoption Appointment and that it has been arranged by, or at the request of, the adoption agency. If requested, this information must be provided before you will be permitted to attend an Adoption Appointment during working hours.

Notwithstanding the provisions above, you must, in any event, notify your line manager in advance of:

- c) the time and date of your Adoption Appointment(s);
- d) the amount of time you anticipate being away from the workplace.

13 PATERNITY POLICY

This policy outlines your entitlement to paternity leave and sets out the arrangements for taking it. No-one will be discriminated against or subjected to a detriment for taking leave in accordance with this policy.

13.1 Definitions

- 13.1.1 The definitions in this paragraph apply in this policy.
- 13.1.2 “Expected Week of Childbirth” means the week, beginning on a Sunday, in which your doctor or midwife expects your spouse, civil partner or partner to give birth.
- 13.1.3 “Expected Placement Date” means the date on which an adoption agency expects that it will place a child into your care with a view to adoption.

13.2 Entitlement to paternity leave

- 13.2.1 Certain employees can take paternity leave in relation to the birth or adoption of a child. However, in adoption cases paternity leave is not available to you if you decide to take adoption leave. Further details of adoption leave are set out in our Adoption Policy.
- 13.2.2 You are entitled to ordinary paternity leave (“OPL”) if you meet all the following conditions:

you have been continuously employed by us for at least 26 weeks ending with:

- a) in birth cases, the 15th week before the Expected Week of Childbirth.
 - b) in adoption cases, the week in which you or your partner are notified by an adoption agency that you/they have been matched with a child;
- you:
- c) are the biological father of the child;
 - d) have been matched with a child by an adoption agency;
 - e) are the spouse, civil partner or partner of the child’s mother; or
 - f) are the spouse, civil partner or partner of someone who has been matched with a child by an adoption agency;

you:

- g) expect to have main responsibility (with the child’s mother, co-adopter or adopter) for the child’s upbringing; or
- h) are the child’s biological father and you expect to have some responsibility for the child’s upbringing;

your intended leave is for the purpose of caring for the child, or supporting the child’s mother, adopter or co-adopter in caring for the child.

13.3 Timings and length of paternity leave

- 13.3.1 OPL must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments.
- 13.3.2 OPL can be taken from the date of the child’s birth or adoption placement, but must end:
 - in birth cases, within 56 days of the child’s birth, or if the child is born before the first day of the Expected Week of Childbirth, within 56 days of the first day of the Expected Week of Childbirth;
 - in adoption cases, within 56 days of the child’s placement.

13.4 Notification (birth)

- 13.4.1 If you wish to take OPL in relation to a child’s birth, you must give us notice in writing of your intention to do so and confirm:
 - the Expected Week of Childbirth;
 - whether you intend to take one week’s leave or two consecutive weeks’ leave; and
 - when you would like to start your leave. You can state that your leave will start on:
 - a) the day of the child’s birth;
 - b) a day which is a specified number of days after the child’s birth; or
 - c) a specific date later than the first date of the Expected Week of Childbirth.

13

PATERNITY POLICY

13.4 Notification (birth)

- 13.4.2 You must give notice under paragraph 13.5.1 before the end of the 15th week before the Expected Week of Childbirth (or, if this is not possible, as soon as you can).
- 13.4.3 We may require a signed declaration from you that you are taking OPL for a purpose for which it is intended; namely, to care for the child or to support the child's mother in caring for the child.
- 13.4.4 We may require you to provide a copy of the child's birth certificate and the name and address of the mother's employer or, if she is self-employed, her business address.

13.5 Notification (adoption)

- 13.5.1 If you wish to take OPL in relation to the adoption of a child, you must give us notice in writing of your intention to do so and confirm:

- the date on which you and/or your spouse, civil partner or partner were notified of having been matched with the child, together with the Expected Placement Date;
- whether you intend to take one week's leave or two consecutive weeks' leave; and
- when you would like to start your leave. You can state that your leave will start on:

- a) the day on which the child is placed with you or the adopter;
- b) a day which is a specified number of days after the child's placement; or
- c) a specific date later than the Expected Placement Date.

- 13.5.2 You must give notice under paragraph 13.5.1 no more than seven days after you and/or your spouse, civil partner or partner were notified of having been matched with the child (or, if this is not possible, as soon as you can).

- 13.5.3 We may require a signed declaration from you that you are taking OPL for a purpose for which it is intended; namely, to care for the child or to support your spouse, civil partner or partner in caring for the child.

- 13.5.4 We may require you to provide the following:

- the name and address of the adopter's employer or, if they are self-employed, their business address;
- documentary evidence issued by the adoption agency that matched you with the child which confirms:

- a) the name and address of the adoption agency;
- b) the date on which you were notified that you had been matched with the child; and
- c) the date on which the agency expected to place the child with you.

13.6

Changing the dates of OPL

- 13.6.1 Where you are to take OPL in respect of a child's birth, you can give us written notice to vary the start date of your leave from that which you originally specified in the notice given under paragraph 13.5.1. This notice should be given:

- where you wish to vary your leave to start on the day of the child's birth, at least 28 days before the first day of the Expected Week of Childbirth;
- where you wish to vary your leave to start a specified number of days after the child's birth, at least 28 days (minus the specified number of days) before the first day of the Expected Week of Childbirth;
- where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date;

41

42

13

PATERNITY POLICY

- 13.6 Changing the dates of OPL
- where you are to take OPL in respect of a child’s adoption, you can give us written notice to vary the start date of your leave from that which you originally specified in the notice given under 13.6.1. This notice should be given:
- a) where you wish to vary your leave to start on the day that the child is placed with you or the adopter, at least 28 days before the Expected Placement Date.
 - b) where you wish to vary your leave to start a specified number of days after the child’s placement, at least 28 days (minus the specified number of days) before the Expected Placement Date;
 - c) where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date.
- 13.6.2 If you are unable to give us 28 days’ written notice of the wish to vary the start of your leave as set out above, you should give us written notice of the change as soon as you can.

13.7 Statutory paternity pay

- 13.7.1 In this paragraph, “Relevant Period” means:
- in birth cases, the eight-week period ending with the 15th week before the Expected Week of Childbirth;
 - in adoption cases, the eight-week period ending with the week in which you or your spouse, civil partner or partner were notified of being matched with the child.
- 13.7.2 If you take OPL in accordance with this policy, you will be entitled to ordinary statutory paternity pay (“SPP”) if, during the Relevant Period, your average weekly earnings are not less than the lower earnings limit set by the government.
- 13.7.3 SPP is paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower. For details of the current prescribed rate, please contact the HR.

13.8 Terms and conditions during OPL

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

- 13.8.1 benefits in kind shall continue;
- 13.8.2 annual leave entitlement under your contract shall continue to accrue; and

13.9 Annual leave

- 13.9.1 During OPL, annual leave will accrue at the rate provided under your contract.
- 13.9.2 Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during your absence on paternity leave, you should ensure that you have taken your full year’s entitlement before your paternity leave starts.

13.10 Pensions

During OPL we shall continue to meet our statutory obligation regarding contributions.

13.11 Redundancies during OPL

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

13.12 Keeping in touch

- 13.12.1 We may make reasonable contact with you from time to time during your OPL.
- 13.12.2 You may work (including attending training) for up to ten days during OPL without bringing your paternity leave or your SPP to an end. The arrangements, including pay, would be set by agreement with your line manager. You are not obliged to undertake any such work during paternity leave.
- 13.12.3 Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements on your return. This may cover:
 - updating you on any changes that have occurred during your absence;

43

44

- 13 PATERNITY POLICY
- 13.12 Keeping in touch
- any training needs you might have; and
 - any changes to working arrangements (for example, that you may have requested come into effect on your return).
- 13.13 Returning to work
- 13.13.1 You are normally entitled to return to work following OPL to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent.
- 13.13.2 However, if you have combined your OPL with a period of:
- additional adoption leave; or
 - parental leave of more than four weeks,
 - and it is not reasonably practicable for you to return to the same job, we will offer you a suitable and appropriate alternative position.
- 13.13.3 If you wish to postpone your return from OPL, you should either:
- request unpaid parental leave in accordance with our Parental Leave Policy, giving us as much notice as possible but not less than 21 days; or
 - request paid annual leave in accordance with your contract, which will be at our discretion.
- 13.13.4 In any other case,(apart from sickness) a late return will be treated as unauthorised absence.
- 13.13.5 We will deal with any requests to change your working patterns (such as working part-time) after paternity leave on a case-by-case basis, in accordance with our Flexible Working Policy. We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business. It is helpful if requests are made as early as possible.

- 13.13.6 If you do not intend to return to work or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should submit your resignation in accordance with your contract. Once you have done so you will be unable to change your mind without our agreement. This does not affect your right to receive SPP.

14 SHARED PARENTAL LEAVE POLICY

- 14.1 This policy aims to inform all employees who have children due, or where an adoption agency has placed a child with your and/or your partner on or after 5 April 2015 of your statutory right to share up to one year's shared parental leave ("SPL").
- 14.2 SPL pursuant to this policy may also be available to you if you are expecting to parent a child through a surrogacy arrangement.
- 14.3 If you have any concerns or queries concerning your eligibility for, or rights during SPL, please contact HR
- 14.4 Definitions
- 14.4.1 The definitions in this paragraph apply in this policy.
- 14.4.2 "Expected Week of Childbirth" means the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.
- 14.4.3 "parent" means one of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father);

14 SHARED PARENTAL LEAVE POLICY

14.4 Definitions

14.4.4 “Qualifying Week” means the fifteenth week before the Expected Week of Childbirth; or the week before the adoption agency notifies the employee that he/she has been matched with a child for adoption where the employee is adopting a child.

- you and the other parent (or your partner where you are adopting a child) must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity/adoption leave, SMP or SAP, or maternity allowance (“MA”) periods.

14.5 Entitlement to SPL

14.5.1 You are entitled to SPL in relation to the birth of a child if:

- you are the child’s mother, and share the main responsibility for the care of the child with the child’s father (or your partner, if the father is not your partner);
- you are the child’s father and share the main responsibility for the care of the child with the child’s mother; or
- you are the mother’s partner and share the main responsibility for the care of the child with the mother (where the child’s father does not share the main responsibility with the mother).

14.5.4 The total amount of SPL available is 52 weeks, less the weeks either (i) spent by the child’s mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave); or (ii) adoption leave taken by you or your partner (or the weeks your partner has been in receipt of SAP if you were not entitled to adoption leave).

14.5.5 If you are the child’s mother, you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth.

14.5.6 If you are the child’s father or the mother’s partner, you should consider using your two weeks’ paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to paternity leave entitlement. You should refer to the Paternity Leave policy or HR, for more details about paternity leave.

14.5.2 You may also be entitled to SPL if an adoption agency has placed a child with you and/or your partner for adoption on or after 5 April 2015 and you intend to share the main responsibility for the care of the child with your partner. Either you or your partner must qualify for statutory adoption leave and or SAP and must take at least two weeks of adoption leave and/or pay.

14.6 Opting into SPL and pay

14.5.3 The following conditions must also be fulfilled:

- you must have at least 26 weeks’ continuous employment with Black Sheep by the end of the Qualifying Week, and still be employed by the Company in the week before the leave is to be taken;
- the other parent (or your partner where you are adopting a child) must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the Expected Week of Childbirth (or the Qualifying Week for employees adopting a child) and had average weekly earnings of at least £30 during 13 of those weeks; and

14.6.1 Not less than eight weeks before you intend your SPL to start, you must give the Company a written opt-in notice giving:

- your name and the name of the other parent (or your partner in case you are adopting a child);
- if you are the child’s mother, or you are taking adopting leave, the start and end dates of your maternity leave or adoption leave;
- if you are the child’s father or the mother’s partner, the start and end dates of the mother’s maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;

14 SHARED PARENTAL LEAVE POLICY

14.6 Opting into SPL and pay

- if you are not taking adoption leave, your partner's adoption leave start and end date, or if your partner is not entitled to adoption leave, the start and end dates of their SAP;
- the total SPL available, which is 52 weeks either (i) minus the number of weeks' maternity leave, SMP or MA period taken or to be taken; or (ii) minus the number of weeks' adoption leave or SAP to be taken by you or your partner;
- how many weeks of the available SPL will be allocated to you and how many to the other parent (or partner in the case of an employee adopting a child). You can change the allocation by giving the Company a further written notice, and do not have to use their full allocation;
- If you are claiming statutory shared parental pay ("SSPP"), the total SSPP available, which is 39 weeks minus the number of weeks of either (i) the SMP or MA period taken or to be taken, or (ii) SAP taken or to be taken;
- how many weeks of available SSPP will be allocated to you and how many to the other parent (or partner in the case of an employee adopting a child). You can change the allocation by giving the Company a further written notice, and do not have to use their full allocation;
- an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see below for information on taking leave). This indication will not be binding at this stage, but you should give as much information as you can about your future intentions; and
- declarations by you and the other parent (or partner in the case of an employee adopting a child) that they both meet the statutory conditions to enable them to take SPL and SSPP.

14.7 Ending maternity leave

14.7.1 If you are the child's mother and want to opt into the SPL scheme, you must give the Company at least eight weeks' written notice to end your maternity leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after giving birth but cannot end your maternity leave until at least two weeks after birth. You must also give, at the same time as the curtailment notice, a notice to opt into the SPL scheme or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

14.7.2 The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice. The curtailment notice is binding and cannot usually be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:

- if you realise that neither you nor the other parent are in fact eligible for SPL or SSPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
- if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or
- if the other parent has died.

14.7.3 Once you have revoked a curtailment notice, you will be unable to opt back into the SPL scheme, unless you revoked it in the circumstances in paragraph 14.7.2 above.

14 SHARED PARENTAL LEAVE POLICY

14.8 Ending adoption leave

14.8.1 If you are taking or intend to take adoption leave and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your adoption leave (a curtailment notice). The notice must state the date adoption leave will end. You can give the notice before or after adoption leave starts but must take at least two weeks' adoption leave.

14.8.2 If your partner is eligible to take SPL from their employer, you cannot start it until you have given the Company your curtailment notice.

14.8.3 The curtailment notice is binding on you and cannot usually be revoked. You can only revoke a curtailment notice if your adoption leave has not yet ended and one of the following applies:

- you have realised that neither you or your partner are in fact eligible for SPL or SSPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
- your partner has died.

14.8.4 Once you have revoked a curtailment notice, you will be unable to opt back in to the SPL scheme.

14.9 Ending your partner's maternity leave or pay

14.9.1 If you are not the mother and the mother is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once the mother has either:

- returned to work;
- given her employer a curtailment notice to end her maternity leave;
- given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
- given the Company a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

14.10 Ending your partner's adoption leave or pay

14.10.1 If your partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once your partner has either:

- returned to work;
- given their employer a curtailment notice to end adoption leave; or
- given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave).

14.11 Notifying the Company of SPL dates

14.11.1 Having opted into the SPL system, you will need to give a period of leave notice telling the Company the start and end dates of your leave. This can be given at the same time as the opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of the leave. You must also state in your period of leave notice the dates on which you intend to claim SSPP, if applicable. If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.

14.11.2 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see below).

14.12 Procedure for requesting split periods of SPL

14.12.1 In general, a period of leave notice should set out a single continuous block of leave. The Company may, in some cases, be willing to consider a period of leave notice where the SPL is split into shorter periods (of at least a week) with periods of work in between. You should discuss this with you line manager and HR in good time before formally submitting a period of leave notice. This will give the Company more time to consider the request and hopefully agree a pattern of leave with you from the start.

14 SHARED PARENTAL LEAVE POLICY

14.12 Procedure for requesting split periods of SPL

14.12.2 You must submit a period of leave notice setting out the requested pattern of leave at least eight weeks before the requested start date. If the Company is unable to agree to a request straight away, there will be a two-week discussion period. At the end of that period, the Company will confirm any agreed arrangements in writing. If the Company has not reached an agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in their notice (for example, if they requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:

- choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell the Company within five days of the end of the two-week discussion period; or
- withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

14.13 Changing the dates or cancelling SPL

14.13.1 You can cancel a period of leave by notifying the Company in writing at least eight weeks before the start date in the period of leave notice.

14.13.2 You can change the start date for a period of leave, or the length of the leave, by notifying the Company in writing at least eight weeks before the original start date and the new start date.

14.13.3 You do not need to give eight weeks' notice if you are changing the dates of your SPL because your child has been born earlier than the Expected Week of Childbirth, where you wanted to start your SPL a certain length of time (but not more than eight weeks) after birth. In such cases you should notify the Company in writing of the change as soon as they can.

14.13.4 You can change the end date for a period of leave by notifying the Company in writing at least eight weeks before the original end date and the new end date.

14.13.5 You can combine split periods of leave into a single continuous period of leave by notifying the Company in writing at least eight weeks before the start date of the first period.

14.13.6 You can request that a continuous period of leave be split into two or more discontinuous periods with periods of work in between. The Company will consider any such request as set out above.

14.13.7 A notice to change or cancel a period of leave will count as one of the three period of leave notices, unless:

- the variation is a result of your child being born earlier or later than the Expected Week of Childbirth (or, in the case of adoption, where the child is placed with you earlier or later than the expected placement date);
- the variation is at the Company's request; or
- you and the Company agree otherwise.

14.14 SSPP

SSPP of up to 39 weeks (less any weeks of either (i) SMP or MA claimed by the mother, or (ii) SAP claimed by you or your partner) may be available provided you have at least 26 weeks' continuous employment with the Company at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the Government each tax year. SSPP is paid at a rate set by the Government each year. The fixed rate changes regularly and the prevailing rate can be found at www.direct.gov.uk.

14.15 Terms and conditions during SPL

14.15.1 All the terms and conditions of your employment remain in force during SPL, except for the terms relating to pay. In particular annual leave entitlement under your contract shall continue to accrue.

14.16 Annual leave

14.16.1 Before you take your adoption leave, HR will calculate how much holiday entitlement you have remaining in that holiday year.

14 SHARED PARENTAL LEAVE POLICY

14.16 Annual leave

14.16.2 During SPL, annual leave will accrue at the rate provided under your contract.

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

14.17 Continuous employment

Your period of continuous employment with the Company continues while on SPL.

14.18 Pensions

During SPL we shall continue to meet our statutory obligation regarding contributions.

14.19 Keeping in touch

14.19.1 Whilst on SPL your line manager should maintain reasonable contact with you to keep you updated about developments at work. It is recommended that you and the line manager agree the level and frequency of contact prior to you commencing SPL.

14.19.2 You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days during your SPL. This is in addition to any keeping-in touch days that you may have taken during maternity/adoption leave. Keeping-in-touch days are not compulsory and must be discussed and agreed with HR.

14.19.3 If you work a keeping-in-touch day, you will be paid your normal hourly rate of pay for the hours actually worked. Claims for payment must be made and authorised by your line manager. If a keeping-in-touch day is worked during the paid period of SPL you will be paid your SSPP, plus the hours worked. The total payment will be limited to no more than what you would receive for a normal full day's pay.

14.20 Returning early

14.20.1 If you want to end a period of SPL early, you must give the Company eight weeks' written notice of the new return date.

14.20.2 If you have already given the Company three period of leave notices, you will not be able to end your SPL early without the Company's agreement.

14.21 Returning late

14.21.1 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give the Company a written period of leave notice at least eight weeks before the date you were due to return to work.

14.21.2 If you have already given the Company three period of leave notices, you will not be able to extend your SPL without the Company's consent.

14.21.3 You may instead be able to request annual leave or OPL subject to the needs of the business.

14.22 Returning to work

14.22.1 You are normally entitled to return to work in the position you held before starting SPL and on the same terms of employment.

14.22.2 However, if it is not reasonably practicable to allow you to return to the same position, you may be given another suitable and appropriate job on terms and conditions that are not less favourable, but only if:

- your SPL and any maternity/adoption or paternity leave taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
- you took SPL consecutively with more than four weeks of OPL.

14.22.3 If you want to change your hours or working arrangements on return from SPL, you should make a request under the Company's Flexible Working policy. You should submit any such requests as early as possible.

14.23 Deciding not to return

If you decide not to return to work at all after SPL we encourage you to let us know as soon as possible. You are reminded that in such circumstances, as a minimum, contractual notice requirements for resignation will apply.

15 PARENTAL LEAVE POLICY

15.1 The Company recognises that there will be occasions when working parents wish to take time off work to care for their child or children.

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

15.3 If you have any concerns or queries concerning your eligibility for, or rights during, parental leave, please contact HR.

15.4 You must, if requested, provide the Company with evidence of your entitlement to take parental leave. For details of what evidence is required in your particular circumstances, or if you have difficulties obtaining the evidence, please contact HR.

15.5 New employees joining the Company must provide details to their line manager of any parental leave already taken. The Company reserves the right to request from previous employers confirmation of parental leave already taken and to deduct that leave from any remaining entitlement once the qualifying period has been achieved.

15.6 Entitlement to parental leave

15.6.1 If you fulfil the criteria set out in paragraph 15.6.4 and paragraph 15.6.5 you are entitled to take up to 18 weeks unpaid parental leave in relation to each child for whom they are responsible. A week's leave is a period of absence from work which is equal in duration to the period for which you would normally be required to work during the course of a week. For example, a week's leave if you are an employee working three days a week would be three days;

15.6.2 The rules on how and when parental leave can be taken are set out in paragraph 15.7.

15.6.3 Any parental leave that you take in relation to a child while working for another employer counts towards your 18-week entitlement. If you have taken parental leave in relation to a child during previous or concurrent employment, you should provide details to your line manager.

15.6.4 To take a period of parental leave in relation to a child, you must:

- have at least one year's continuous employment;

- have or expect to have responsibility for the child; and
- be taking the leave to spend time with or otherwise care for the child.

15.6.5 You have responsibility for a child for the purposes of paragraph 21.6.4 if you:

- are the child's biological mother or father (whether or not you are living with the child);
- are the child's adoptive parent; or
- otherwise have legal parental responsibility for the child. For example, if you are the child's guardian.

15.7 Timing of parental leave

15.7.1 You can only take parental leave before the child's 18th birthday.

15.7.2 Unless the leave is to be taken in respect of a child entitled to a disability living allowance, you:

- can only take parental leave in blocks of a week's leave or a multiple of a week's leave. If you choose to take part of a week as parental leave, this will be counted as a whole week and will be deducted from the 18-week total; and
- are only entitled to take four weeks' parental leave each year in relation to each child. A year for this purpose begins on the date when you became entitled to take parental leave in relation to the child in question.

15.7.3 If you are eligible for parental leave and your child is disabled and in receipt of disability living allowance, you may take parental leave one day at a time.

15 PARENTAL LEAVE POLICY

15.8 Notification requirements

15.8.1 You must give your line manager notice of your intention to take parental leave. It would be helpful if you can give this notice in writing. The notice requirements are as follows:

- if you wish to take parental leave commencing immediately on the birth of a child, you must give notice of this intention at least 21 days before the start of the expected week of childbirth (“EWC”). The notice must specify the EWC and the duration of the period of leave required;
- if you wish to take parental leave commencing immediately on the adoption of a child, you should give notice of this intention at least 21 days before the start of the expected week of placement (“EWP”). If this is not possible, you must give as much notice as you can. The notice must specify the EWP and the duration of the period of leave required;
- in all other circumstances, you must give notice of your intention to take parental leave at least 21 days before you intend the leave to start. The notice must specify the dates on which the period of leave is to begin and end.

15.8.2 If it is not reasonably practicable to give the required notice, you must give it as soon as is reasonably practicable.

15.8.3 Unless you have given notice to take parental leave in accordance with this section 15.8, the Company has the right, within seven days of receiving notification that you wish to take parental leave, to postpone your leave for up to six months. Your leave will only be postponed if the needs of the business require it. The Company will confirm in writing the reasons for the postponement and the date on which your leave may be taken.

15.9 Terms and conditions during parental leave

15.9.1 Parental leave under this policy is unpaid. Your contractual provisions relating to pay and benefits are suspended during parental leave.

15.9.2 However, during parental leave you are entitled to benefit from any contractual terms you have in relation to being given notice, redundancy compensation and disciplinary and grievance procedures. You are not entitled to any other contractual benefits during parental leave.

15.9.3 Your period of continuous employment with the Company continues while on parental leave.

15.9.4 You will continue to accrue holiday during parental leave, but only to the extent necessary to comply with the Working Time Regulations 1998 (i.e. 5.6 weeks’ paid holiday in any holiday year, including bank holidays). Any additional holiday entitlement which the Company ordinarily gives over and above this entitlement does not accrue during parental leave.

15.9.5 During parental leave you will remain employed by the Company and continue to be bound by your obligation of good faith towards us, as well as any contractual terms relating to the giving of notice, the disclosure of confidential information, the acceptance of gifts and benefits, and your freedom to participate in another business (for example, by working for a third party).

15.10 Pensions

During any period of parental leave, your continuity of pensionable service will continue. However, the Company’s contributions to the pension scheme will stop in respect of the period you are on parental leave.

15.11 Returning to work

15.11.1 Where the period of leave taken is four weeks or less, you are entitled to return to the same job you held before commencing leave.

15.11.2 If, for any reason, you are granted a longer period of leave or your parental leave is combined with a period of additional maternity or adoption leave, you will have the right to return to the same job as before or, where that is not reasonably practicable, another job which is both suitable for you and appropriate for you to do in the circumstances.

15.12 Parental Bereavement Leave (PBL)

In 2020, new provisions will be introduced by the government for those unfortunate enough to suffer the loss of a child. The Company will follow the statutory guidelines in respect of these new provisions from the date they come into force, which are anticipated to be as contained within this policy. The Company may deviate from this policy if the published guidelines differ from those details below.

- 15.12.1 You will be eligible for Parental Bereavement Leave if you suffer the loss of a child under the age of 18, or suffer a stillbirth after 24 weeks.
- 15.12.2 Leave can either be taken in one two-week block, or two one-week blocks. These can be taken at anytime within 56 weeks of the child's death. The 56 week period allows for time off around the anniversary of death should you wish.
- 15.12.3 You will be required to sign a declaration to confirm your parental status and eligibility for PBL.
- 15.12.4 If you have worked for the Company for over 26 weeks at the time of death you will be eligible to receive Statutory Parental Bereavement Pay. This will be set at the rate provided by the government or at 90% of average weekly earnings for the previous eight weeks (whichever is less).
- 15.12.5 Parental Bereavement Leave cannot be taken in addition to Maternity Leave, in the event of a loss of pregnancy after 24 weeks you may be eligible for Maternity Leave. Please seek advice from HR to discuss your options.
- 15.12.6 Bereavement Support and Counselling is available for staff through the Employee Assistance Program, details of which are available via the Company Documents section on PeopleHR.

- jury service;
- public duties;
- acting as witnesses in criminal and civil court proceedings and coroner's court;
- taking paring in youth movements, TAVR, reserve forces and cadet forces.

Examples for guidance only are given below – everything will be dealt with case by case:

- For jury service you should expect unpaid leave – you can reclaim lost earnings from the court.
- For significant funerals (immediate family including grandparents) you should expect a day of special leave but additional leave on compassionate grounds will be considered on a case by case basis having full regard to the individual circumstances. Any other funerals would be expected to be taken from your annual leave entitlement.

Applications for Special Leave should be made to your Line Manager.

18 FLEXIBLE WORKING POLICY

The company adhere to the statutory legislation in place regarding flexible working. This can be found at www.gov.uk/flexible-working. We are committed to providing equality of opportunity in employment and to developing work practices and policies that support work-life balance in line with the operational needs of the business and its customers.

18.1 Contractual effect

Unless specifically agreed otherwise, any change to your contract will be on a permanent basis and you will have no right to return to your former working arrangements at a later date. It is therefore extremely important that you consider very carefully what the effect of a change in your current contractual terms will mean to you. Any reduction in hours worked will result in a pro-rata reduction to salary and annual leave.

18.2 Abuse of the flexible working policy

Any abuse of flexible working procedures will be regarded as a disciplinary matter and may result in disciplinary action up to and including dismissal in appropriate circumstances. If the Company has grounds to believe that the policy is being abused.

16 TIME OFF FOR DEPENDENTS AND COMPASSIONATE LEAVE

If you require time off work to deal with an emergency or other unforeseen circumstance, please speak to your line manager in the first instance.

17 SPECIAL LEAVE

In addition to the right to time off for dependents set out above, and subject always to the needs of the business from time to time, the Company may consider granting leave on an exceptional basis (which may be paid or unpaid depending upon all the circumstances) to assist employees with:

19 SICKNESS ABSENCE POLICY

This policy sets out our procedures for employees, for reporting sickness absence and for the management of sickness absence in a fair and consistent way.

19.1 Sickness absence can vary from short intermittent periods of ill-health to a continuous period of long-term absence and have a number of different causes (for example, injuries, recurring conditions, or a serious illness requiring lengthy treatment).

19.2 We wish to ensure that the reasons for sickness absence are understood in each case and investigated where necessary. In addition, where needed and reasonably practicable, measures will be taken to assist those who have been absent by reason of sickness to return to work.

19.3 Disabilities

19.3.1 If you consider that you are affected by a disability or any medical condition which affects your ability to undertake your work, you should inform your line Manager. It is especially important in circumstances where you require prescription medication that your designated First Aider is aware of your condition, possible side effects of your medication and any special instructions of how to treat you in an emergency. If you have an EpiPen you must inform your First Aider of its location. At each stage of the sickness absence meetings procedure (set out in paragraph 19.10 to paragraph 19.15), particular consideration will be given to whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide support at work and/or assist a return to work.

19.4 Sickness absence reporting procedure

19.4.1 If you are unable to attend work or will be late due to sickness you must contact the absence reporting line on 01273 914003 a minimum of 15 minutes before you are due to start work. This must be in the form of a telephone call and must be done in person and not by a friend, partner or family member, unless circumstances are exceptional. It is not acceptable to contact us by text message or e-mail. If you are unable to speak to someone directly you must leave a message and ensure your phone is left on for someone to contact you.

19.4.2 If you are taken ill or injured while at work you can request permission from your line Manager to leave work. Managers should make arrangements for anyone who is unwell to be accompanied home by a friend or relative if necessary and/or to receive medical treatment where necessary.

19.4.3 Managers should ensure that:

- any sickness absence that is notified to them is recorded on PeopleHR;
- arrangements are made, where necessary, to cover work and to inform colleagues and clients (whilst maintaining confidentiality).

19.4.4 If you are ill or injured during a period of pre-arranged annual leave you may elect to treat the days of incapacity as sickness absence instead of annual leave. You must inform your Manager of your incapacity and its likely duration as soon as possible even if you are abroad. You must comply with the normal sickness reporting procedure and provide a doctor's note, if you elect to do this you will only receive Statutory Sick Pay ("SSP"), see 19.6, not holiday pay.

19.5 Unauthorised absence

19.5.1 Cases of unauthorised absence will be dealt with under our Disciplinary Procedure.

19.5.2 Absence that has not been notified according to the sickness absence reporting procedure will be treated as unauthorised absence.

19 SICKNESS ABSENCE POLICY

19.5 Unauthorised absence

19.5.3 If you do not report for work and have not telephoned the absence reporting line to explain the reason for your absence, your Manager will try to contact you, by telephone and in writing if necessary. This should not be treated as a substitute for reporting sickness absence.

19.5.4 If you are in probationary period unauthorised absence will trigger an immediate review of your continued employment with the company.

19.6 Sick pay

19.6.1 If you are absent from work due to sickness you are entitled to Statutory Sick Pay ("SSP") provided the relevant requirements are satisfied. Qualifying days for SSP purposes are day four up to 28 weeks.

19.6.2 If SSP entitlements have been exhausted then the absence will be unpaid.

19.6.3 If you are sick for more than 7 calendar days you will need to visit your GP for a Statement of Fitness for Work ("Fit Note"). Without this the Company will be unable to pay your SSP.

19.7 Keeping in contact during sickness absence

19.7.1 If you are absent on sick leave lasting less than 2-weeks you should call your Manager on a daily basis to update them on your well-being and estimated return to the office. For longer periods, you should expect to be contacted from time to time by your line Manager and/or HR in order to discuss your wellbeing, expected length of continued absence from work and any of your work that requires attention. Such contact is intended to provide reassurance and will be kept to a reasonable minimum.

19.7.2 If you are sick for more than 7 days you will need to visit your GP for a Statement of Fitness for Work ("Fit Note"). You must provide this to the Company at your earliest convenience once received.

19.7.3 If you have any concerns while absent on sick leave, whether about the reason for your absence or your ability to return to work, you should feel free to contact your line Manager or HR at any time.

19.8 Return-to-work interviews

19.8.1 If you have been absent from work, we will arrange for you to have a return-to-work interview with your line Manager.

19.8.2 A return-to-work interview enables us to confirm the details of your absence. It also gives you the opportunity to raise any concerns or questions you may have, and to bring any relevant matters to our attention.

19.8.3 Where your doctor has provided a certificate stating that you "may be fit for work" we will usually hold a return-to-work interview to discuss any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice.

19.8.4 We are committed to helping you return to work from long-term sickness absence. As part of our sickness absence meetings procedure, we will, where appropriate and possible, support returns to work by:

- obtaining medical advice;
- making reasonable adjustments to the workplace, working practices and working hours if recommended by the doctor;

19.9 Sickness absence meetings procedure

19.9.1 We may apply this procedure whenever we consider it necessary, including, for example, if you:

- have been absent due to illness for more than 10 days (consecutive or non-consecutive) in a rolling 12-month period;
- have been absent due to illness for more than 28 days consecutively;
- have a recurring or recognisable pattern to your sickness absence;
- have discussed matters at a return to work interview that require investigation; and/or
- any other reason that may cause concern that relates to your sickness absence.

19 SICKNESS ABSENCE POLICY

19.9 Sickness absence meetings procedure

- 19.9.2 Unless it is impractical to do so, we will give you five days' written notice of the date, time and place of a sickness absence meeting. We will put any concerns about your sickness absence and the basis for those concerns in writing or otherwise advise why the meeting is being called. A reasonable opportunity for you to consider this information before a meeting will be provided.
- 19.9.3 You must take all reasonable steps to attend a meeting. Failure to do so without good reason may be treated as misconduct. If you are unable to attend at the time specified you should immediately inform your line Manager who will seek to agree an alternative time.
- 19.9.4 A meeting may be adjourned if your line Manager is awaiting receipt of information, needs to gather any further information or give consideration to matters discussed at a previous meeting. You will be given a reasonable opportunity to consider any new information obtained before the meeting is reconvened.
- 19.9.5 Confirmation of any decision made at a meeting and the reasons for it, will usually be given to you in writing within seven days of a sickness absence meeting (unless this time scale is not practicable, in which case it will be provided as soon as is practicable).
- 19.9.6 If, at any time, your line Manager considers that you have taken or are taking sickness absence when you are not unwell, they may refer matters to be dealt with under our Disciplinary Procedure.

- 19.10.2 A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.
- 19.10.3 If your choice of companion is unreasonable we may require you to choose someone else, for example:
- if in our opinion your companion may have a conflict of interest or may prejudice the meeting;
 - if your companion works at another site and someone reasonably suitable is available at the site at which you work; or
 - if your companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days.

19.11 Stage 1: first sickness absence meeting

- 19.11.1 The purposes of a first sickness absence meeting may include:
- discussing the reasons for absence;
 - where you are on long-term sickness absence, determining how long the absence is likely to last;
 - where you have been absent on a number of occasions, determining the likelihood of further absences;
 - considering whether medical advice is required;
 - considering what, if any, measures might improve your health and/or attendance;
 - agreeing a way forward, action that will be taken and a time-scale for review and/or a further meeting under the sickness absence procedure. This may, depending on the circumstances include a warning you are at risk of dismissal.

19.10 The right to be accompanied

- 19.10.1 You may bring a colleague as a companion to any meetings under Stage 2 or 3 this procedure. You must tell the Manager conducting the meeting who your chosen companion is, in good time before the hearing.

19 SICKNESS ABSENCE POLICY

19.12 Stage 2: further sickness absence meeting(s)

19.12.1 Depending on the matters discussed at the first stage of the sickness absence procedure, a further meeting or meetings may be necessary, otherwise the company may choose to progress to stage 3.

19.12.2 The purposes of further meeting(s) may include:

- discussing the reasons for and impact of your on-going absence(s);
- where you are on long-term sickness absence, discussing how long your absence is likely to last;
- where you have been absent on a number of occasions, discussing the likelihood of further absences;
- if it has not been obtained, considering whether medical advice is required. If it has been obtained, considering the advice that has been given and whether further advice is required;
- considering your ability to return to/remain in your job in view both of your capabilities and our business needs and any adjustments that can reasonably be made to your job to enable you to do so;
- considering possible redeployment opportunities and whether any adjustments can reasonably be made to assist in redeploying you;
- where you are able to return from long-term sick leave, whether to your job or a redeployed job, agreeing a return to work programme;
- if it is considered that you are unlikely to be able to return to work from long-term absence, whether there are any benefits for which you should be considered;
- agreeing a way forward, action that will be taken and a time-scale for review and/or a further meeting(s). This may, depending on steps we have already taken, include warning you that you are at risk of dismissal.

19.13 Stage 3: final sickness absence meeting

19.13.1 Where you have been warned that you are at risk of dismissal, we may invite you to a meeting under the third stage of the sickness absence procedure.

19.13.2 The purposes of the meeting will be:

- to review the meetings that have taken place and matters discussed with you;
- where you remain on long-term sickness absence, to consider whether there have been any changes since the last meeting under stage two of the procedure, either as regards to your possible return to work or opportunities for return or redeployment;
- to consider any further matters that you wish to raise;
- to consider whether there is a reasonable likelihood of you returning to work or achieving the desired level of attendance in a reasonable time;
- to consider the possible termination of your employment.

19.14 Appeals

19.14.1 You may appeal against the outcome of any stage of this procedure and you may bring a colleague as a companion to an appeal meeting.

19.14.2 An appeal should be made in writing, stating the full grounds of appeal, to your line Manager within seven days of the date on which the decision was sent to you.

19.14.3 Unless it is not practicable, you will be given written notice of an appeal meeting within one week of the meeting. In cases of dismissal the appeal will be held as soon as possible. Any new matters raised in an appeal may delay an appeal meeting if further investigation is required.

19.14.4 You will be provided with written details of any new information which comes to light before an appeal meeting. You will also be given a reasonable opportunity to consider this information before the meeting.

19 SICKNESS ABSENCE POLICY

19.14 Appeals

- 19.14.5 Where practicable, an appeal meeting will be conducted by a Manager senior to the individual who conducted the sickness absence meeting.
- 19.14.6 Depending on the grounds of appeal, an appeal meeting may be a complete rehearing of the matter or a review of the original decision.
- 19.14.7 Following an appeal, the original decision may be confirmed, revoked or replaced with a different decision. The final decision will be confirmed in writing, if possible within seven days of the appeal meeting. There will be no further right of appeal.
- 19.14.8 The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.

20 REDUNDANCY POLICY

The Company will adopt a fair and equitable approach to any situation where business requirements lead to the need to consider reducing headcount with the consequent effect that some employees may need to be made redundant.

- 20.1 Where possible, the Company will seek to avoid the need to implement redundancies on a compulsory basis and will use all reasonable efforts to identify suitable alternative employment for anyone placed at risk of redundancy.
- 20.2 The Company may invite staff to volunteer for redundancy. Volunteers may not necessarily be accepted, as the Company must retain a balanced workforce. All applications for voluntary redundancy will be dealt with by HR.
- 20.3 Where statutory numbers require, the Company will consult staff representatives regarding any collective redundancy process that might become necessary. It must be understood that this does not take the place of individual consultation and this will also need to take place.

20.4 Staff likely to be affected by compulsory redundancy will be consulted before decisions are taken and dismissal notices issued. Information to be given to staff during consultation shall include:

- The reasons for the proposals
- The numbers and descriptions of the posts which it is proposed to be discontinued (the Redundancy Post)
- The number of staff in respect to each redundancy post whom might be considered for possible redundancy (The Pool)
- The proposed method of selection within the Pool
- The proposed method of carrying out the dismissals including appeals procedure and timing.

The purpose of consultation is to give staff and or their representative an opportunity to comment or make representations prior to any final decision being made. If requested to do so, the Company will respond to any representations in writing.

20.5 Selection criteria shall be established for every Pool of persons under consideration for possible redundancy. Factors likely to be considered relevant in establishing the selection criteria will include, but will not be limited to:

- Performance
- Time keeping & attendance
- Disciplinary record
- Work ethic

Any person under consideration for possible redundancy will be interviewed by the Company or her representative to determine the extent to which he or she fulfils the appropriate selection criteria and any other relevant considerations.

20 REDUNDANCY POLICY

20.6 Staff selected for redundancy will be given notice in writing by the Company of the termination of their employment in accordance with individual contractual entitlement. Staff selected for redundancy will have the right of appeal and their appeal will be heard by the Managing Director of the Company whose decision will be communicated in writing.

20.7 Employees selected for redundancy, whether voluntary or compulsory, will be given a statutory redundancy payment in accordance with current legislation, with a statement as to how the payment is calculated. If you have more than 2 years continuous service you will also be entitled to reasonable paid time off to attend interviews, subject to agreement of the Company.

21 RETIREMENT POLICY

21.1 We currently have no fixed retirement age although this will be reviewed from time to time to reflect our business needs. We acknowledge that retirement is a matter of choice for individuals and will not pressurise you into resigning because you have reached or are approaching a certain age.

21.2 You are free to retire whenever you choose or to seek alternative roles or working patterns.

21.3 We are proud to employ people of all ages and consider that age diversity is beneficial to the organisation. We are committed to not discriminating against staff because of age and adhere to the principles set out in our Equal Opportunities Policy.

21.4 The purpose of the policy

This policy aims to create a framework for workplace discussions, enabling you to express your preferences and expectations with regard to retirement and enabling us to plan for our business.

21.5 Discussing your future plans

21.5.1 You or your Manager may want to discuss your short, medium and long-term plans, as the need arises. For example, a promotion opportunity may arise, or, if your circumstances change, you may want to stop work altogether. We need to plan for the business, and so may indicate to staff from time to time that it would be helpful to know what their plans are. There is no obligation for us or you to hold workplace discussions about your future plans, but it may be mutually beneficial to do so.

21.5.2 We will not make generalised assumptions that performance will decline with age, whether due to competence or health issues. If we think there are problems with your performance or ill-health, these will be dealt with in the usual way, through the Capability Procedure or Sickness Absence Policy.

21.5.3 If a workplace discussion takes place for the purposes described in paragraph 21.5.1 above, we will aim to make it as informal as possible.

21.5.4 During any workplace discussion:

- we will not assume that you want to retire just because you are approaching a certain age, such as state pension age; and
- we will not make discriminatory comments, suggesting that you should move on due to age.

21.5.5 If you indicate that you are thinking of retiring, you are free to change your mind at any time until you have actually given notice to terminate your employment.

21.5.6 Your employment or promotion prospects will not be prejudiced because you have expressed an interest in retiring.

21.5.7 If you express an interest in changing role, we will confirm that this is what you want before any action is taken which could affect your employment, such as a change to your role or responsibilities.

21.6 Giving notice of retirement

If you have decided to retire, we would appreciate as much notice as possible, although you should give the Company at least the notice you are obliged to give under your contract of employment.

Part C: Safety, Security & Confidentiality

22. HEALTH AND SAFETY POLICY

We are committed to ensuring the health and safety of our staff, customers and anyone affected by our business activities and to providing a safe environment for all those attending our premises.

22.1 Principles

Under Health and Safety legislation it is your duty to take all reasonable care with regard to your own safety and the safety of your colleagues. You are expected to:

- 22.1.1 take reasonable care for the safety of yourself and other persons who may be affected by your acts or omissions at work;
- 22.1.2 cooperate with us so far as necessary to enable us to conform to or comply with any duty or requirements imposed on us under such legislation; and
- 22.1.3 comply with any rules or regulations made from time to time by us for the health, safety and welfare of every employee.

22.2 Our responsibilities

- 22.2.1 We acknowledge our responsibilities under the Health and Safety at Work Etc Act 1974 and as far as reasonably practicable we take every possible step to ensure the health and safety of all staff and visitors to our premises. We seek the highest standard of health and safety at work with the cooperation of all concerned. Whilst overall policy and responsibility rests at the highest management level, each individual throughout the Company must accept a degree of responsibility for carrying out the policy.
- 22.2.2 We will:
 - assess the risk to the health and safety of staff and others who may be affected and identify what measures are needed to comply with its health and safety obligations;
 - provide and maintain locations, equipment, protective clothing and systems of work that are safe and without risks to health;
 - ensure that all necessary safety devices are installed and maintained on equipment;

- provide information, instruction, training and supervision in safe working methods and procedures;
- promote the co-operation of staff to ensure safe and healthy conditions and systems of work;
- establish emergency procedures as required.

22.3 Your responsibilities

- 22.3.1 You are expected to follow our procedures and in particular to report any incidents which have or may have led to injury or damage.
- 22.3.2 You should ensure that you use any equipment provided in accordance with the training you have received, inform your supervisor about any serious or imminent danger, and also report any shortcoming that you see in a protection arrangement.
- 22.3.3 If your supervisor or Manager is not available you may stop work and immediately proceed to a place of safety in the event of being exposed to serious, imminent or unavoidable danger.
- 22.3.4 If there is a conflict between the demands of safety and the requirement of your job, you should raise the matter as soon as possible with your line Manager after the danger has ceased or has been dealt with.
- 22.3.5 You are expected to ensure that good housekeeping standards are applied.
- 22.3.6 You should avoid hazards and contribute positively to your own and others health and safety at work.
- 22.3.7 It is your responsibility to read and comply with the all Health and Safety Policy and Procedures which are provided to you by us from time to time.
- 22.3.8 Any failure by a member of staff to comply with any aspect of our health and safety procedures or rules or duties assigned to a member of staff with regard to health and safety will be regarded as misconduct and will be dealt with through our Disciplinary Procedure.

22. HEALTH AND SAFETY POLICY

22.3 Your responsibilities

22.3.9 If you are meeting visitors from outside our business on our premises, you are required to explain any relevant Health and Safety Rules politely but firmly and to ensure that such visitors or customers comply with the procedures where appropriate.

22.4 Emergency evacuation and fire precautions

22.4.1 You should familiarise yourself with the instructions about what to do in the event of fire. You should also know where the fire extinguishers are, ensure that you are aware of your nearest fire exit and alternative ways of leaving the building in an emergency.

22.4.2 Fire wardens are responsible for the effective evacuation of designated areas. In the event of a suspected fire or fire alarm you must follow their instructions.

22.4.3 Regular fire drills will be held to ensure that our fire procedures are effective and to ensure you are familiar with them. These drills are important and must be taken seriously.

22.4.4 You should notify your line Manager as soon as possible if there is anything (for example, impaired mobility) that might impede your evacuation in the event of a fire.

22.4.5 If you discover a fire you should not attempt to tackle it unless you have been trained or feel competent to do so. You should operate the nearest fire alarm and, if you have sufficient time, report the location of the fire.

22.4.6 On hearing the fire alarm, you should remain calm and walking quickly, not running, evacuate the building immediately following the instructions of the fire wardens. Do not stop to collect personal possessions, do not use the lifts, and do not re-enter the building until you are told that it is safe to do so.

22.5 First Aid

Employees requiring First Aid must report to one of the Health & Safety representatives, whose names are displayed on posters throughout the premises.

Any injury that occurs must be recorded in the Accident Book which is held by the representatives.

It is very important that the Company is aware of any pre-existing condition or medication that you may have which could affect your health whilst at work. If you have an EpiPen, angina spray or an inhaler please ensure a representative is aware so we can assist you in administering these quickly if required.

In the event of a serious injury or illness the First Aiders will dial 999 and call your emergency contact.

23 VISITORS

Only authorised visitors are allowed on Black Sheep premises. When making arrangements for visitors they must sign in and out using the visitors book and be made aware of the Fire Evacuation Procedure.

24 ALCOHOL AND DRUGS AT WORK POLICY

Definitions

“Alcohol” means a beverage, condiment or food additive which contains alcohol in any form;

“Alcohol-related problem or Alcohol misuse” means consumption of Alcohol which interferes with an employee’s health, safety, welfare and performance in any aspect of his or her employment;

“Drugs” means illegal substances, prescribed and over-the-counter medications;

“Drug-Related Problem or Misuse” means any use of Drugs or substances in which the Drug themselves may or may not be illegal but may be subject to abuse such as glue or solvents etc, which interferes with an employee’s health, safety, welfare and performance in any aspect of his or her employment;

“Illegal Drugs” means a substance designated as Class A, B or C under the Misuse of Drugs Act;

22. HEALTH AND SAFETY POLICY

INTRODUCTION

24.1 Policy Statement

- 24.1.1 The Company is committed to providing a safe, healthy and productive working environment for all its staff and visitors and is committed to safeguarding the health and safety of those attending our premises. This includes ensuring that all staff are fit to carry out their jobs safely and effectively in a working environment which is free from Drug and Alcohol misuse.
- 24.1.2 Misuse of Drugs and Alcohol can lead to reduced levels of attendance, reduced efficiency and performance, impaired judgement and decision making and increases health and safety risks, not only for the individual but also for others. Irresponsible behaviour or the committing of offences resulting from the misuse of Drugs or Alcohol may damage the Company reputation.
- 24.1.3 Whilst the Company is fully committed to providing help and support to any staff member who becomes dependent on Drugs and Alcohol and who seeks and accepts help from the Company to overcome such problems, it must operate a strict policy in relation to Drug and Alcohol misuse at work. The Company cannot accept staff arriving at work under the influence of Illegal Drugs and/or whose ability to work is impaired in any way by reason of the consumption of Drugs or Alcohol or who consume Illegal Drugs on the premises.

24.2 Who is covered by the policy?

- 24.2.1 This policy covers all individuals working at all levels, including senior Managers, officers, directors, employees, consultants, contractors, trainees, homeworkers, part-time and fixed-term employees, casual and agency staff (collectively referred to as staff in this policy).
- 24.2.2 It should be noted, however, that the disciplinary and support provisions contained in this policy apply to employees of Black Sheep only.
- 24.2.3 Individuals who are not Black Sheep employees who attend any of our premises must comply with the provisions of this Policy and will be required to leave immediately if the Company considers that they are under the influence of Drugs in breach of this Policy.

24.3 Scope, purpose and objectives of policy

- 24.3.1 This policy is principally intended to deal with Drug and Alcohol problems which, in the context of this policy are any consumption of Alcohol or taking of Drugs, whether intermittent or continual, which interferes with work performance in relation to safety, productivity, efficiency or attendance.
- 24.3.2 The purpose of this policy is to increase awareness of the effects of Drug and Alcohol misuse and to ensure that all staff are aware of their responsibilities.
- 24.3.3 The main objectives of this policy are to:
- maintain a safe working environment for all which includes a working environment which is free from the effects of Drugs and Alcohol;
 - maintain the quality of the service provided by Black Sheep to its customers;
 - assist in the early identification of Drug and Alcohol related problems;
 - encourage employees who think they may have a Drug or Alcohol related problem to seek and accept help;
 - provide support and positive intervention for employees who are dependent on Drugs or Alcohol; and
 - ensure that staff are treated in a consistent, fair and equitable manner.

24.4 Personnel responsible for implementation of policy

- 24.4.1 Where a Manager or supervisor considers that a deterioration in work performance and/or changes in patterns of behaviour may be due to Drug or Alcohol misuse, or they suspect that a member of staff has attended work under the influence of Drugs or Alcohol they should immediately seek advice and assistance from the appropriate senior Manager and/or HR. Where the Company believes that an illegal substance may have been brought onto the premises an Investigation may be undertaken.

22. HEALTH AND SAFETY POLICY

24.4 Personnel responsible for implementation of policy

24.4.2 Employees, who believe that they have a Drug or Alcohol related problem, are encouraged to seek help from their Manager or HR in confidence, without delay. If they do, they will subsequently be offered support, including, as appropriate, guidance on how to gain a referral for advice or medical treatment from NHS services and NHS counselling. Any employee who voluntarily notifies Black Sheep of a Drug or Alcohol-related problem will be dealt with sympathetically.

24.4.3 Where a member of staff is concerned that a colleague may have Drug or Alcohol related problems (which includes where a colleague has attended work under the influence of Drugs in breach of this policy) they should encourage their colleague to seek assistance through their Manager, supervisor or HR if the staff member feels able to approach the subject with their colleague.

24.4.4 Where a Manager does not feel able or confident to enforce this policy, they should refer any concerns about the enforcement of this policy to their Manager or a more senior Manager or other suitable person. Where possible, the support of HR should also be sought.

POLICY ON DRUGS AND ALCOHOL AT WORK

Any breach of this policy may be considered gross misconduct and will be dealt with in accordance with the Company's Disciplinary Procedure and could potentially lead to dismissal under that Procedure,

Members of staff are not permitted to consume or possess Illegal Drugs at any of the Black Sheep premises nor are they permitted to take Illegal Drugs whilst at work or during the normal working day.

Staff members must not present themselves for work under the influence of non-prescribed drugs or consume them whilst at work. To do so is regarded as gross misconduct and will be dealt with under the Disciplinary Policy.

24.5 Alcohol

24.5.1 Consumption of Alcohol during off-site social events connected with Company business and/or corporate events connected with Company business may occur, members of staff are expected to take a responsible attitude and bear in mind that they are representing the Company so must not do anything which may jeopardise its reputation.

24.5.2 Consumption of Alcohol may be allowed on-site in exceptional events laid on for staff connected with Company business. Where such event is organised, members of staff are expected to take a responsible attitude and bear in mind that they are representing the Company so must not do anything which may jeopardise its reputation.

24.5.3 Black Sheep expects all its staff to comply with the drink-driving legislation. Any employee whose job requires them to drive may be unable to continue in their role if they lose their driving licence. Committing a drink-driving offence during working hours or whilst on Company business may lead to disciplinary action and could result in dismissal in accordance with the Disciplinary Procedure.

24.6 Drugs

24.6.1 Black Sheep does not tolerate the consumption, possession or sale of Illegal Drugs and as such operates a zero-tolerance policy. Where there is evidence that suggests an individual has taken an illegal drug they will be subject to an investigation and dealt with under the Disciplinary procedure.

24.6.2 Any member of staff who is prescribed medication must seek advice from their GP or pharmacist about the possible effect on their ability to carry out their job and if they are concerned this could impact their ability to work must inform their line Manager without delay.

22. HEALTH AND SAFETY POLICY

24.6 Drugs

24.6.3 Following self-referral and treatment, we may ask for feedback which will only be given to management with the individual's consent or where there are issues of health and safety which may require adjustments to be made to the employee's role. Examples of where feedback may need to be given to management are:

- where treatment, rehabilitation or counselling requires absence from work;
- where consideration is required of a change in the employee's duties or working conditions; or
- where the extent of the Drug or Alcohol-related problem may have an impact on performance or health and safety at work.

24.6.4 All cases, where an employee has sought support with a Drug or Alcohol related problem will be treated confidentially.

CONFIDENTIALITY

24.7 The Company aims to ensure that the confidentiality of any member of staff experiencing Drug or Alcohol-related problems is maintained appropriately by, Managers & supervisors and HR.

25 NO-SMOKING POLICY

25.1 We are committed to protecting your health, safety and welfare and that of all those who work for us by providing a safe place of work and protecting all staff, service users, customers and visitors from exposure to smoke.

25.2 Smoking is prohibited at all times:

25.2.1 within any part of all the premises in which you work; and

25.2.2 within all vehicles owned and operated by us.

25.3 The smoking prohibition applies to anything that can be smoked (e-smoked or vaped) and includes, but is not limited to, cigarettes, electronic cigarettes and vaporisers ("e-cigarettes") whether or not containing nicotine, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.

25.4 No smoking signs will be clearly displayed at the entrances to and within the workplace and in our vehicles.

25.5 Smoking will be permitted outside in designated areas. All cigarette butts and other rubbish must be disposed of responsibly. Please be advised he local council regularly issue fines to individuals seen littering in the area.

25.6 Staff are provided with a set-timing for smoking break, this is currently 10 minutes at 11am, this is discretionary and subject to change at the Companies discretion. In any case, you must ensure that the length and frequency of smoking breaks does not have an adverse effect on your performance or the business.

25.7 The Company prohibits the use of e-cigarettes within Company premises and vehicles in order to support compliance with the Company's smoke free legal requirements.

25.8 E-cigarettes must not be re-charged on company premises as they pose a significant fire risk.

25.9 Responsibility and enforcement

25.9.1 You are expected to inform visitors or customers to the premises in which you work about the no smoking policy. However, you are not expected to enter into any confrontation which could place you at personal risk. If you are aware that a visitor or customer is smoking on the premises you should:

- politely ask them to stop smoking and inform them that smoking is only permitted outside in the designated areas;
- if the visitor or customer does not stop smoking, politely inform them that it is illegal to smoke and ask them to leave the premises;
- if the visitor or customer does not stop smoking or refuses to leave the premises, immediately inform your line Manager.

25.9.2 Smoking in prohibited areas will be regarded as a gross misconduct offence. Non-compliance with this policy may lead to disciplinary action up to and including summary dismissal in accordance with our Disciplinary Procedure.

25 NO-SMOKING POLICY

25.9 Responsibility and enforcement

25.9.3 You are warned that smoking in prohibited areas is a criminal offence which could lead to the imposition of a £50 fixed penalty by the relevant authorities or a fine of up to £200 if the case goes to court.

25.9.4 If you wish to register a complaint regarding an incident of non-compliance with this policy, you may do so by contacting your line Manager.

26 ADVERSE WEATHER AND TRAVEL DISRUPTION POLICY

26.1 This policy applies where it becomes impossible or dangerous for you to travel in to work because of:

26.1.1 extreme adverse weather such as heavy snow;

26.1.2 industrial action affecting transport networks; or

26.1.3 major incidents affecting travel or public safety.

26.2 Traveling to work

26.2.1 You should make a genuine effort to report for work at your normal time. This may include leaving extra time for the journey and/or taking an alternative route. Travel on foot or by bicycle should be considered where appropriate and safe.

26.2.2 If you are unable to attend work on time or at all, you should telephone your line Manager 30 minutes before your normal start time on each affected day.

26.2.3 If you are unable to attend work, you should check the situation throughout the day in case it improves. Information may be available from local radio stations, the police, transport providers or the internet. If conditions improve sufficiently, you should report this to your line Manager and attend work unless told otherwise.

26.2.4 If you do not make reasonable efforts to attend work or fail to contact your Manager without good reason, you may be subject to disciplinary proceedings for misconduct. We will consider all the circumstances including the distance you have to travel, local conditions in your area, the status of roads and/or public transport, and the efforts made by other employees in similar circumstances.

26.3 Late starts and early finishes

26.3.1 If you arrive at work late or ask to leave early, you will usually be expected to make up any lost time. Your line Manager has the discretion to waive this requirement in minor cases.

26.3.2 Your line Manager has the discretion to allow you to leave early and should have regard to the needs of the business and your personal circumstances.

26.3.3 Where half the normal working day or more is lost this will be treated as absence and dealt with as set out below.

26.4 Absence and pay

26.4.1 If you are absent from work due to extreme weather or other disruptions to travel, you are not generally entitled to be paid for the time lost.

26.4.2 Absence in all other cases can be treated in a variety of ways. You should discuss your preference with your line Manager, who retains overall discretion in the matter. A number of options are set out below:

- treating the absence as annual leave.
- treating the absence as special unpaid leave.

27 ANTI-CORRUPTION AND BRIBERY POLICY

27.1 We are committed to carrying out business fairly, honestly and openly and have a zero-tolerance policy towards bribery and corruption in any form whether direct or indirect. We will avoid doing business with others who do not commit to doing business without bribery or corruption.

27 ANTI-CORRUPTION AND BRIBERY POLICY

27.2 We abide by all applicable anti-bribery and corruption laws and regulations. The Bribery Act 2010 not only makes bribery and corruption illegal but also holds UK companies, and foreign companies which do business in the UK, liable for failing to prevent bribery offences by those working for it or on its behalf, no matter where the offending acts take place. There are four main offences under the Bribery Act 2010:

27.2.1 Paying a bribe: offering, promising or giving a financial or other advantage (e.g. bribe) to a person, to induce or reward improper performance of “a relevant function or activity”.

27.2.1 Receiving a bribe: requesting, agreeing to receive or accepting a financial or other advantage, in return for improper performance of “a relevant function or activity”.

27.2.3 Bribery of foreign public officials: bribing a foreign public official, with the intention of influencing that public official in his or her official role and thereby securing business or a business advantage.

27.2.4 Failure of commercial organisations to prevent bribery: an offence will be committed where a person “associated” with a “relevant commercial organisation” bribes another person (whether in the UK or overseas) with the intention of securing business or a business advantage for that organisation, unless it can show that it had in place “adequate procedures” which were designed to prevent bribery.

27.3 Bribery is a criminal offence and, as such, our commitment to conducting business without the use of corrupt practices or bribery is a legal requirement. However, we also recognise that stamping out bribery and corruption is an ethical issue to which we are fully committed.

27.4 No member of staff will suffer demotion, penalty or other adverse consequence for refusing to pay bribes or to act in any other way which is corrupt even if doing so may result in us losing business.

27.5 Staff are required to raise concerns about bribery or corruption or any breach of this policy as early as possible. Individuals are able to do this in confidence and without the risk of reprisal by using the procedure set out in the “Dealing with bribery and corruption” section below.

27.6 Adherence to our Anti-corruption and Bribery Policy is a condition of employment.

27.7 Breach of this policy

Any breach of this policy will be regarded as a serious matter and is likely to be dealt with under the Disciplinary Procedure. Serious cases may be treated as gross misconduct leading to summary dismissal. Equivalent serious sanctions will also be applied in the case of non-employees.

27.8 Bribery

27.8.1 A bribe is any gift, loan, fee, reward or other advantage given to or received from any person in order to obtain, retain or direct business or to secure any other improper advantage in the conduct of business and includes a kickback on any portion of a contract payment.

27.8.2 It is prohibited for Black Sheep, our staff and our agents to offer, give, authorise or accept a bribe in any form.

27.8.3 It is also prohibited to use any other route or channel to provide a bribe to or receive a bribe from customers, agents, contractors, suppliers, employees of any such party or government officials.

27.9 Facilitation payments

Facilitation payments are small payments made to government officials or employees to facilitate or speed up routine bureaucratic transactions and they are common in some jurisdictions. Under UK law such payments are regarded as bribes and are therefore illegal. Black Sheep, our staff and our agents should never make a facilitation payment either directly or indirectly or through a third party.

27.10 Hospitality, entertainment and gifts

27.10.1 Staff, suppliers, partners and other third parties representing us must avoid giving or receiving hospitality, entertainment and gifts if these could be intended, or be reasonably interpreted, as a reward or encouragement for a favour or preferential treatment in connection with our business.

27.10.2 Hospitality, entertainment and gifts can include but are not limited to the offer or receipt of gifts, meals, goods, services, favours, loans, trips, accommodation, and the use of property or invitations to events, functions or other social gatherings.

27	ANTI-CORRUPTION AND BRIBERY POLICY	
27.10	Hospitality, entertainment and gifts	
	27.10.3	Sometimes in business, and particularly in certain cultures, an exchange of gifts is appropriate. In such instances, the gifts should be reasonable, in good taste and have a token or nominal value. Staff must never give or accept gifts where doing so is prohibited by law or by the recipient or donor's organisation's policy.
27.11	Political contributions	
	27.11.1	Black Sheep, our staff and our agents should not make any direct or indirect contributions to political parties, organisations or individuals engaged in politics as a way of obtaining advantage in business transactions.
	27.11.2	We recognise the rights of individuals to participate in the political process and make personal political donations. This is permitted, provided that the donation is not associated with the Company in any way.
91 27.12	Charitable contributions and sponsorship	
	27.12.1	Black sheep, our staff and our agents should ensure that charitable contributions and sponsorships are not being used as subterfuge for bribery. We will disclose publicly all its charitable contributions or sponsorships.
	27.12.2	Legitimate donations and sponsorships are permitted, provided that: <ul style="list-style-type: none"> • they are not dependent on, or made in order to, reward, win new business or gain any other commercial advantage; and • background checks and due diligence are conducted to establish that the recipient is bona fide.
	27.12.3	Personal donations and sponsorships are permitted, provided that the contribution is not associated with the Company in any way.

27.13	Working with public officials	
	27.13.1	Whenever we conduct business or otherwise engage with national or local governments, public officials and public international agencies, all Staff and agents of the Company must apply the highest ethical standards.
	27.13.2	Black Sheep, our staff and our agents must not make any (direct or indirect) illicit or secret payments or transfers of any value to government officials.
	27.13.3	Black Sheep, our staff and our agents must not give gifts hospitality or entertainment to government officials without prior authorisation from Managing Director.
27.14	Dealing with bribery and corruption	
	27.14.1	All staff and agents of Black Sheep have a responsibility to help to detect, prevent and report instances of both bribery and any other suspicious activity or wrong doing. We are committed to ensure that individuals have a safe, reliable and confidential means reporting any suspicious activity.
	27.14.2	If you suspect, believe or know that an act of corruption or bribery is being considered or carried out, you must report the issue to your line Manager. If for some reason you are unable to speak to your line Manager, you should report the issue to another senior Manager.
	27.14.3	Where an act of corruption or bribery is reported, we will act as soon as possible to evaluate and, if appropriate, investigate the situation the Disciplinary Procedure.

28 DATA PROTECTION POLICY

28.1	Everyone has rights with regard to how their personal information is handled. During the course of our activities we will collect, store and process personal information about our staff, and we recognise the need to treat it in an appropriate and lawful manner.
28.2	The types of information that we may be required to handle include details of current, past and prospective employees, suppliers, customers, and others that we communicate with. The information, which may be held on paper or on a computer or other media, is subject to certain legal safeguards specified in the Data Protection Act 1998 ("Act"), the General Data Protection Regulations ("GDPR") and other regulations. The Act imposes restrictions on how we may use that information.

28 DATA PROTECTION POLICY

28.3 Status of the policy

- 28.3.1 This part of our handbook sets out our rules on data protection and the legal conditions that must be satisfied in relation to the obtaining, handling, processing, storage, transportation and destruction of personal information.
- 28.3.2 If you consider that our provisions for complying with the Act and GDPR have not been followed in respect of personal data about yourself or others you should raise the matter with your line Manager.

28.4 Definition of data protection terms

- 28.4.1 Data is information which is stored electronically, on a computer, in cloud storage or in certain paper-based filing systems.
- 28.4.2 Data subjects for the purpose of this policy include all living individuals about whom we hold personal data. A data subject need not be a UK national or resident. All data subjects have legal rights in relation to their personal data.
- 28.4.3 Personal data means any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier. This definition provides for a wide range of personal identifiers to constitute personal data, including name, identification number, location data or online identifier, reflecting changes in technology and the way organisations collect information about people. Personal data that has been pseudonymised – e.g. key-coded – can fall within the scope of this agreement depending on how difficult it is to attribute the pseudonym to a particular individual. Personal data can be factual (such as a name, address or date of birth) or it can be an opinion (such as a performance appraisal).
- 28.4.4 Data controllers are the people or organisations which determine the purposes for which, and the manner in which, any personal data is processed. They have a responsibility to establish practices and policies in line with the Act and GDPR. We are the data controller of all personal data used in our business.
- 28.4.5 Data users include employees whose work involves using personal data. Data users have a duty to protect the information they handle by following our data protection and security policies at all times.

28.4.6 Data processors include any person who processes personal data on behalf of a data controller. This could include suppliers which handle personal data on our behalf.

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

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

28.5 Data protection principles

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

- 28.5.1 processed fairly and lawfully;
- 28.5.2 processed for limited purposes and in an appropriate way;
- 28.5.3 adequate, relevant and not excessive for the purpose;
- 28.5.4 accurate;
- 28.5.5 not kept longer than necessary for the purpose;
- 28.5.6 processed in line with data subjects' rights;
- 28.5.7 secure; and
- 28.5.8 not transferred to people or organisations situated in countries without adequate protection.

28 DATA PROTECTION POLICY

28.5 Data protection principles

In addition to this Article 5 of the GDPR expands on these requirements and states that personal data shall be:

- 28.5.9 processed lawfully, fairly and in a transparent manner in relation to individuals;
- 28.5.10 collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;
- 28.5.11 adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- 28.5.12 accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;
- 28.5.13 kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals; and
- 28.5.14 processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.”

28.6 Fair and lawful processing

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

28.6.2 For personal data to be processed lawfully, certain conditions have to be met. These may include, among other things, requirements that the data subject has consented to the processing, or that at least one of the

- a) Consent: the individual has given clear consent for you to process their personal data for a specific purpose.
- b) Contract: the processing is necessary for a contract you have with the individual, or because they have asked you to take specific steps before entering into a contract.
- c) Legal obligation: the processing is necessary for you to comply with the law (not including contractual obligations).
- d) Vital interests: the processing is necessary to protect someone’s life.
- e) Public task: the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.
- f) Legitimate interests: the processing is necessary for your legitimate interests or the legitimate interests of a third party unless there is a good reason to protect the individual’s personal data which overrides those legitimate interests. (This cannot apply if you are a public authority processing data to perform your official tasks.)

28.7 The specified purposes for which Black Sheep and any company within the Black Sheep Group (the “Group”) envisage processing your personal data (to which you consent by signing that you have read this handbook using the electronic process on People HR) are:

- 28.7.1 recruitment;

28 DATA PROTECTION POLICY

28.5 Data protection principles

- | | | | |
|---------|---|---------|---|
| 28.7.20 | providing salary, pension and benefits under your contract of employment or as required by law and administering, reviewing or varying salary and benefits; | 28.7.13 | complying with legislation, including, health and safety legislation, statutory sick pay and maternity, paternity, adoption or dependents leave rules, Working Time Regulations 1998, National Minimum Wage Regulations, PAYE Arrangements, Data Protection Act 1998, consultation rules and requirements under the Employment Rights Act 1996; |
| 28.7.3 | allocating duties and responsibilities and managing those duties and the business activities to which they relate; | 28.7.14 | complying with regulatory rules to which the Group may be subject; |
| 28.7.4 | carrying out formal and informal appraisals or reviews; | 28.7.15 | monitoring and action programmes to ensure equality of opportunity with regard to sex, marital status, sexual orientation, race, nationality, ethnic origin, religion, disability or age; |
| 28.7.5 | managing conduct, performance and absence; | 28.7.16 | in relation to significant commercial transactions relating to the Group including, potential sales or transfers of all of the whole or part of the Company or the Group or its business, and preparations for any potential sale or transfer. This would include disclosure of data in confidence to any potential purchaser, transferee or investor, and to their professional advisors in confidence. This would also cover any potential outsourcing situation or any potential transfer of employment under the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended; |
| 28.7.6 | making decisions regarding promotion or transfer; | 28.7.17 | where reasonably necessary for publicity material or obtaining business including annual reports or similar business documentation and tenders for work; |
| 28.7.7 | conducting consultations or negotiations directly or through elected representatives; | 28.7.18 | for marketing material and internal and external communication purposes, such as, but not limited to; emails, incentives, brochures, posters, displays and mailshots, ID cards and mugs. This may include your name, photograph, job title, business email address, place of work and direct dial telephone number. |
| 28.7.8 | carrying out disciplinary investigations, hearings and appeals, making and recording disciplinary decisions and considering those decisions in subsequent relevant employment and business decisions; | 28.7.19 | disclosure of basic personal data and contact information to third party contacts including customers, suppliers and other associates of the Group necessary in order to operate the relationship with those third parties and ensuring the smooth conduct of the business; |
| 28.7.9 | carrying out investigations, hearings and appeals relating to grievances. Processing will include making and recording decisions and considering that information in any subsequent disciplinary actions or other relevant business decisions; | 28.7.20 | recording skills for use internally and supplying that information to customers and relevant third parties; |
| 28.7.10 | processing information about absence or medical information regarding physical or mental health or condition in order to assess eligibility for sick pay or other insurance, health or pension benefits, to determine fitness for work generally or at a particular time or for particular roles or duties, making decisions regarding alternative duties, alternative roles or adjustments to those roles or duties, to assist in achieving a return to work, making decisions about employment and continued employment including dismissal decisions and appeals and otherwise in accordance with any absence procedure operated by Black Sheep; | | |
| 28.7.11 | carrying out reorganisations or redundancies including redundancy consultation, selection, searching for alternative employment and dealing with any appeals; | | |
| 28.7.12 | operating the e-mail and internet policy and other company policies and procedures; | | |

28 DATA PROTECTION POLICY

28.5 Data protection principles

28.7.21 maintaining and processing general and personal records necessary to manage the employment relationship, training and operate the contract of employment;

28.7.22 other purposes set out schedules 2 and 3 of the Data Protection Act 1998 including legitimate interests pursued by the Company and the Group where this will not cause unwarranted prejudice to the rights, freedoms or legitimate interests of employees.

28.8 Your consent by signing that you have read this handbook on PeopleHR includes consent to sensitive personal data being processed by Black Sheep, or disclosed to third parties, for any of the above purposes where reasonably necessary.

28.9 Processing for limited purposes

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

28.10 Adequate, relevant and non-excessive processing

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

28.11 Accurate data

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

28.11 Timely processing

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

28.13 Processing in line with data subject's right

28.13.1 Data must be processed in line with data subjects' rights. Under the GDPR data subjects have a right:

- to be informed;
- of access;
- to rectification;
- to erasure;
- to restrict processing;
- to data portability;
- to object;
- related to automated decision making, including profiling.

28.7.17 A separate Handbook is available upon requests to all staff who wish to exercise their rights, it details the criteria in full and details of how to make requests.

28.14 Data Processors

28.14.1 Those who process or control data on behalf of the Company may be required to sign a written contract to ensure that both parties understand their responsibilities and liabilities in regards to the processing of personal data.

28.15 Data Security

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

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

28 DATA PROTECTION POLICY

28.15 Data Security

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

- confidentiality means that only people who are authorised to use the data can access it;
- integrity means that personal data should be accurate and suitable for the purpose for which it is processed; and
- availability means that authorised users should be able to access the data if they need it for authorised purposes. Personal data should therefore be stored on our central computer system in the appropriate restricted folders, not individual PCs.

28.16 Security procedures include:

28.16.1 Entry controls. Any stranger seen in entry-controlled areas should be reported.

28.16.2 Secure lockable desks and cupboards. Desks and cupboards should be kept locked if they hold confidential information of any kind. (Personal information is always considered confidential.)

28.16.3 Methods of disposal. Paper documents should be shredded. Floppy disks and CD-ROMs should be physically destroyed when they are no longer required.

28.16.4 Equipment. Data users should ensure that individual monitors do not show confidential information to passers-by and that they log off from their PC when it is left unattended.

28.17 Dealing with subject access requests

A separate Handbook is available upon requests to all staff who wish to exercise their rights, it details the criteria in full and details of how to make requests.

28.18 Providing information over the telephone

If you are dealing with telephone enquiries you should be careful about disclosing any personal information held by us. In particular you should:

28.18.1 check the caller's identity to make sure that information is only given to a person who is entitled to it;

28.18.2 suggest that the caller put their request in writing if they are not sure about the caller's identity and where their identity cannot be checked;

28.18.3 refer to your line Manager for assistance in difficult situations. No-one should be bullied into disclosing personal information.

29 WHISTLE BLOWING POLICY

29.1 We are committed to the highest possible standards of openness, integrity and accountability and encourage any individual who has genuine concerns about any form of malpractice in the organisation to raise those concerns at an early stage. This policy tells you how you can raise a concern with our guarantee that such concerns will be treated seriously and investigated properly. This policy aims to provide protection against detriment or dismissal on the ground that you have disclosed a concern as long as such disclosure is made in good faith, in the reasonable belief that the disclosure tends to show malpractice (as specified below), and in accordance with this policy.

29.2 Operating principles

In operating this policy, we will:

29.2.1 observe the statutory provisions of the Public Interest Disclosure Act 1998, as inserted into the Employments Rights Act 1996, which gives legal protection to workers against being dismissed or penalised in any way as a result of making a protected disclosure for specified acts of serious malpractice;

29.2.2 ensure that no discrimination occurs on the grounds of gender, gender reassignment, marital or civil partnership status, race, colour, nationality, ethnic origin, national origin, disability, age, sexual orientation, religion or belief, or any other prohibited grounds, when addressing concerns that have been raised;

29.2.3 ensure that individuals receive a considered response to their concerns and are provided with a right of appeal if they are not satisfied with the outcome;

29 WHISTLE BLOWING POLICY

29.2 Operating principles

- 29.2.4 ensure that all workers are able to view a copy of this policy in a format they can readily understand, particularly catering for those workers whose first language is not English and those who have difficulty with reading;
- 29.2.5 reassure workers that they will be protected from any possible reprisals or victimisation if they have raised their concerns in good faith; and
- 29.2.6 emphasise to Managers and workers that victimising people who raise genuine concerns is a disciplinary offence, as is raising an allegation maliciously.

- danger to health and safety;
- damage to the environment;
- financial malpractice or impropriety or fraud;
- failure to comply with aviation regulations;
- improper conduct or unethical behaviour including any conduct in breach of the Anti-bribery and Corruption Policy; or
- attempts to conceal any of the above.

29.3 Application of this policy

This policy applies to members of staff who have some form of contractual relationship with the Company as set out below:

- 29.3.1 employees with permanent or limited-term contracts;
- 29.3.2 the self-employed, other than those in business on their own account;
- 29.3.3 contract and agency workers, where the worker is supplied by a third person to the Company;
- 29.3.4 trainees, i.e. those who, while not employees, are nevertheless provided with work experience as part of a training course or are provided with training for work (or both) by the Company;
- 29.3.5 the Company’s workers working off site, i.e. where the workplace is not under the control or management of the Company.

This list is an indication of the forms of malpractice which may cause concern but is not exhaustive in any sense. You are encouraged to report any form of malpractice causing you concern.

29.4 Concerns covered by the policy

- 29.4.1 The policy is intended to deal with serious or sensitive concerns about wrongdoings in the following areas:
 - criminal activity;
 - failure to comply with a legal obligation;
 - miscarriage of justice;

29.4.2 It is not necessary to show that malpractice has been committed, is being committed or is likely to be committed, but merely that the member of staff has, or had, a reasonable belief that this was, or was likely to be, the case.

29.4.3 The disclosure can relate to any wrongdoing anywhere in the world; it is not restricted to matters purely arising just in the UK.

29.5 Concerns outside the scope of this policy

The policy does not cover complaints against action taken, or intending to be taken, by the Company, the management team or colleagues which has placed, or could place, an individual at a particular disadvantage in respect of his or her duties, terms and conditions of employment, or relationships with co-workers. If, an individual wishes to raise such a complaint, he or she should use Grievance Procedure. An individual can also use the Grievance Procedure in relation to matters covered by this policy if it is the individual’s intention that the disclosure should constitute a grievance rather than raising a stand-alone concern under this policy.

103

104

29 WHISTLE BLOWING POLICY

29.6 Operating principles

We appreciate that the decision to raise a concern can be a difficult one to make, not least because there may be a fear of reprisal from those who may be committing malpractice or others who may be involved. We will not tolerate victimisation of any person who raises a concern in good faith, even if it transpires that there is no basis for concluding that any malpractice has occurred, or is likely to occur, and will take appropriate steps to protect them, including taking disciplinary action, against anyone who is found to be pursuing any form of retaliation or has threatened to do so.

We recognise that setting out a concern in writing is not easy especially for those staff members whose first language is not English or who have difficulty expressing themselves on paper. In these circumstances the member of staff should seek help from a work colleague.

Individuals are encouraged to put their name to their allegation. Concerns expressed anonymously are much less powerful but will be considered in the context of: (i) the seriousness of the issues raised; (ii) the credibility of the concern; and (iii) the likelihood of confirming the allegation from attributable sources.

29.7 Operating principles

We recognise that you may not wish to be identified during the course of raising a concern. In such circumstances, we will do everything possible to protect your identity and will not disclose it without your consent. If it proves impossible to resolve the matter without revealing your identity, the member of management dealing with the matter will discuss with you whether and how to proceed. In some cases, however, confidentiality cannot be absolutely guaranteed as the very fact of the investigation may serve to reveal the source of the information, your statement raising the concern may be needed as part of evidence against the perpetrator, or legal proceedings at a later stage may require you to appear as a witness.

A member of staff making a complaint will be allowed reasonable time, with pay, to seek advice for any meeting which forms part of the process and to be accompanied by a work colleague.

If there could be any language difficulties, (e.g. a non-English speaking employee or a deaf employee) at a meeting, the Company will arrange for an interpreter so you are not disadvantaged.

105

29.8 Malicious allegations

Just as we will seek to protect those who raise concerns in good faith, we will also protect those against whom claims are made, where the person raising the claim does so maliciously, knowing it to be untrue. We will take disciplinary action against any employee who raises a concern maliciously, which may include summary dismissal. As far as issues of confidentiality are concerned, if it can be shown that there are reasonable grounds to suspect that an individual has acted maliciously, a court may order his or her identity to be revealed.

29.9.2

Stage 1

You should, wherever possible and appropriate, seek to resolve the concern informally with the appropriate persons(s) responsible for the matter. However, if the concern cannot be resolved by this approach or if such an approach is not appropriate because of the nature of the concern, then the worker has the right to use the procedure described below.

29.9.3

Stage 2

You should raise the concern formally with your line Manager in writing.

29.9 Raising a concern: the procedure

29.9.1 General principles

We encourage you to raise the matter when it is just a concern, as long as you have a reasonable belief in the wrongdoing, rather than to wait for proof or investigate the matter yourself. Acting sooner, rather than later can avoid any further potential damage.

Each step will be taken without any unreasonable delay, however, given the nature of malpractice investigations, timescales may be prolonged, but the worker will be kept up-to-date with progress.

It is recognised that in some circumstances it may be inappropriate to go through the stages below either because of the nature of the employment relationship, e.g. the complaint relates to the member of staff's immediate superior, or where the matter is of sufficient gravity or urgency. In these circumstances, a member of staff may start the process at Stage 2.

The line Manager will determine whether the senior management should be informed of the concern. The line Manager will write to you, inviting you to a preliminary meeting and advising of the right to be accompanied by a work colleague should you wish.

106

29 WHISTLE BLOWING POLICY

29.9 Raising a concern: the procedure

29.9.3 Stage 2

At the preliminary meeting, the concern will be discussed and you will be expected to produce any further evidence in relation to the matter, such as documents and names of witnesses.

The concern will then be investigated as quickly as possible by an independent investigator (see below).

The appropriate Manager will consider the investigator's report and decide if there is a prima facie case to answer.

If, on the balance of probabilities, there is evidence of malpractice, the appropriate Manager will be responsible for taking appropriate action to remedy the situation.

The appropriate Manager will meet with you, explain the outcome of the investigations and, if there is evidence of malpractice, the actions taken or to be taken. The details will be confirmed to you in writing, accompanied by a copy of the minutes of the meeting.

If you are not satisfied with the outcome, you have the right of appeal at Stage 3.

29.9.4 Stage 3

If action taken as a result of Stage 2 does not resolve the concern from your point of view, you should lodge an appeal in writing to senior management within five working days of receipt of the original decision.

The senior Manager will write to you inviting you to an appeal hearing to discuss the matter, confirming the right to be accompanied.

At the appeal hearing the decision taken at Stage 2 will be considered against your basis for appeal. The senior Manager will notify you in writing of the outcome with reasons, normally within ten days of the appeal hearing. A copy of the minutes of the meeting will be sent with notification of the outcome of the appeal.

This decision will be final and there will be no further right of appeal.

29.9.5 Operating principles for investigating complaints

An investigation to establish all relevant facts will be conducted as sensitively and speedily as possible. Investigations will be carried out by an independent investigator who has had no previous involvement in the matter.

In some instances, it might be necessary to refer the matter to an external authority for further investigation, such as the Police.

At the end of the investigation, the investigator will analyse all the evidence and make findings of fact, based upon the balance of probabilities, as to whether malpractice has occurred or is likely to occur.

29.10 Raising concerns externally (exceptional cases)

This policy provides you with the opportunity and protection you need to raise concerns internally and we would therefore expect that in all cases, raising concerns internally would be the most appropriate and reasonable action for you to take. However, if you feel that you cannot raise your concerns internally and you honestly and reasonably believe the information and any allegations are true, you should consider raising the matter with the appropriate regulator who is listed in the Public Interest Disclosure Prescribed Persons Order 1999.

29.11 Keeping records

29.11.1 We recognise that it is important, and in the interests of both employer and staff to keep written records during the concern raising process. Records, which will be treated as confidential and kept in accordance with the Data Protection Act 1998 and GDPR, include:

- the nature of the concern raised;
- a copy of the worker's letter setting out the nature of the concern;

29 WHISTLE BLOWING POLICY

29.11 Keeping records

- 29.11.1
 - the independent investigator’s report;
 - our written response, including any action taken and the reasons for action taken;
 - whether there was an appeal and, if so, the written response setting out the outcome;
 - minutes of meetings; and
- 29.11.2 Minutes of meetings will be given to the worker who has raised a concern although in certain circumstances (for example to protect a witness) we reserve the right to withhold information to protect confidentiality in respect of a third party who has been involved in the case.

30.3.2 If given access to the email system or to the internet, you are responsible for the security of your terminal. If leaving a terminal unattended or on leaving the office you should ensure that you lock your terminal or log off to prevent unauthorised users accessing the system in your absence. Staff without authorisation should only be allowed to use terminals under supervision.

30.3.3 Staff should under no circumstances access other users email accounts or PCs/systems without prior approval/ permission which will only be granted in circumstances at Managers discretion.

30.3.4 Desktop PCs and cabling for telephones or computer equipment should not be moved or tampered with without first consulting the person responsible for these facilities. In no instance should equipment be moved off site without prior approval.

30.3.5 Passwords are unique to each user and must be changed regularly to ensure confidentiality. Passwords must be kept confidential and for the avoidance of doubt, on the termination of employment (for any reason) you must provide details of your passwords to your line Manager and return any equipment, key fobs or cards.

30.3.6 Staff who have been issued with a laptop, PDA or mobile must ensure that it is kept secure at all times, especially when travelling. Passwords must be used to secure access to data kept on such equipment to ensure that confidential data is protected in the event of loss or theft. Staff should also be aware that when using equipment away from the workplace, documents may be read by third parties, for example, passengers on public transport.

30.3.7 Loss of a door entry fob for office access will result in a £10.00 charge for a replacement, this charge will be taken as a deduction from your pay. The Company also reserves the right to charge an administration fee in addition to the cost of the equipment.

30 ELECTRONIC INFORMATION AND COMMUNICATIONS SYSTEMS POLICY

30.1 Our electronic communications systems and equipment are intended to promote effective communication and working practices within our organisation and are critical to the success of our business. This part of our handbook deals mainly with the use (and misuse) of computer equipment, email, the internet, internal messaging delivery systems, telephones, mobiles, personal digital assistants (PDAs) and voicemail, but it applies equally to the use of fax machines, copiers, scanners, CCTV, and electronic key fobs and cards. It outlines the standards we require users of these systems to observe, the circumstances in which we will monitor use of these systems and the action we will take in respect of breaches of these standards.

30.2 All staff who use Information Technology equipment are expected to protect our electronic communications systems and equipment from unauthorised access and harm at all times. Failure to do so may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

30.3 Equipment security and passwords

30.3.1 You are responsible for the security of the equipment allocated to or used by you, and you must not allow it to be used by anyone other than as permitted by this Handbook.

30.4 Systems and data security

30.4.1 Staff should not delete, destroy or modify existing systems, programs, information or data which could have the effect of harming our business or exposing it to risk.

30 ELECTRONIC INFORMATION AND COMMUNICATIONS SYSTEMS POLICY

30.4 Systems and data security

- 30.4.2 Staff should not download or install software from external sources without authorisation from your line Manager. This includes software programs, instant messaging programs, screensavers, photos, video clips and music files. If in doubt, staff should seek advice from your Manager.
- 30.4.3 No device or equipment should be attached to our systems without the prior approval of the Facilities Manager. This includes any USB flash drive, MP3 or similar device, PDA or telephone. It also includes use of the USB port, infra-red connection port or any other port.
- 30.4.4 We monitor all emails passing through our system for viruses. Staff should exercise caution when opening emails from unknown external sources or where, for any reason, an email appears suspicious (for example, if its name ends in .ex). The Facilities Manager should be informed immediately if a suspected virus is received. We reserve the right to block access to attachments to emails for the purpose of effective use of the system and for compliance with this part of our handbook. We also reserve the right not to transmit any email message.
- 30.4.5 Staff should not attempt to gain access to restricted areas of the network, other users data/systems or to any password-protected information, unless specifically authorised.
- 30.4.6 Staff using laptops or Wi-Fi enabled equipment must be particularly vigilant about its use outside the office and take any precautions required by the Company from time to time against importing viruses or compromising the security of the system. The system contains information which is confidential to our business and/or which is subject to data protection legislation. Such information must be treated with extreme care and in accordance with our Data Protection Policy.

30.5 Email etiquette and content

- 30.5.1 Email is a vital business tool, but an informal means of communication, and should be used with great care and discipline. Staff should always consider if email is the appropriate means for a particular communication and correspondence sent by email should be written as professionally as a letter. Messages should be concise and directed only to relevant individuals.
- 30.5.2 Staff should not send abusive, obscene, discriminatory, racist, harassing, or defamatory emails. If you feel that you have been harassed or bullied or are offended by material received from a colleague via email, you should inform your line Manager.
- 30.5.3 Staff should take care with the content of email messages, as incorrect or improper statements can give rise to claims for discrimination, harassment, defamation, breach of confidentiality or breach of contract. Staff should assume that email messages may be read by others and not include anything which would offend or embarrass any reader, or themselves, if it found its way into the public domain.
- 30.5.4 Email messages may be disclosed in legal proceedings in the same way as paper documents. Deletion from a user's inbox or archives does not mean that an email cannot be recovered for the purposes of disclosure. All email messages should be treated as potentially retrievable, either from the main server or using specialist software.
- 30.5.5 In general, staff should not:
- send or forward private emails at work or use the Company name when sending private or personal emails;
 - send or forward chain mail, junk mail, cartoons, jokes or gossip;
 - contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding emails to those who do not have a real need to receive them;
 - sell or advertise using our communication systems or broadcast messages about lost property;

30 ELECTRONIC INFORMATION AND COMMUNICATIONS SYSTEMS POLICY

30.5 Email etiquette and content

- 30.5.5
- agree to terms, enter into contractual commitments or make representations by email unless appropriate authority has been obtained. A name typed at the end of an email is a signature in the same way as a name written at the end of a letter;
 - download or email text, music and other content on the internet subject to copyright protection, unless it is clear that the owner of such works allows this;
 - send messages from another worker's computer or under an assumed name unless specifically authorised; or
 - send confidential messages via email or the internet, or by other means of external communication which are known not to be secure.

30.5.6 Staff who receive a wrongly-delivered email should return it to the sender. If the email contains confidential information or inappropriate material (as described above) it should not be disclosed or used in any way.

30.6 Use of internet

30.6.1 When a website is visited, devices such as cookies, tags or web beacons may be employed to enable the site owner to identify and monitor visitors. If the website is of a kind described in paragraph 30.8.2, such a marker could be a source of embarrassment to the visitor and us, especially if inappropriate material has been accessed, downloaded, stored or forwarded from the website. Such actions may also, in certain circumstances, amount to a criminal offence if, for example, the material is pornographic in nature.

30.6.2 Staff should therefore not access any web page or any files (whether documents, images or other) downloaded from the internet which could, in any way, be regarded as illegal, offensive, in bad taste or immoral. While content may be legal in the UK, it may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of our Electronic Information and Communications Systems Policy

30.6.3 You should not under any circumstances use our systems to participate in any internet chat room, post messages on any internet message board or set up or log text or information on a blog or wiki, even in your own time. The exception to this will be for those accessing and contributing to technical fora in the course of their work.

30.7 Monitoring of use of systems

30.7.1 We operate systems which enable us to monitor telephone, email, voicemail, internet and other communications. This is for business reasons, and there may be circumstances where we use this in order to carry out legal obligations in our role as an employer, to ensure the proper use of our systems including the telephone and computer systems. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

30.7.2 A CCTV system is operated to monitor the premises at which you work. Any data will be recorded and used for the legitimate business purposes advertised via signage throughout the office.

30.7.3 We reserve the right to retrieve the contents of messages or check searches which have been made on the internet for the following purposes (this list is not exhaustive):

- to monitor whether the use of the email system or the internet is legitimate;
- to find lost messages or to retrieve messages lost due to computer failure;
- to assist in the investigation of wrongful acts; or
- to comply with any legal obligation.

30.8 Inappropriate use of equipment and systems

30.8.1 Access is granted to the internet, telephones and other electronic systems for legitimate business purposes only. Incidental personal use is permissible only in exceptional circumstances provided it is in full compliance with our rules, policies and procedures (including this policy, the Equal Opportunities Policy, Anti-harassment Policy, Data Protection Policy and Disciplinary Procedure).

30 ELECTRONIC INFORMATION AND COMMUNICATIONS SYSTEMS POLICY

30.8 Inappropriate use of equipment and systems

30.8.2 Misuse or abuse of our telephone or email system, or inappropriate use of the internet in breach of this policy will be dealt with under our Disciplinary Procedure. Misuse of the internet can, in certain circumstances, constitute a criminal offence. In particular, misuse of the email system or inappropriate use of the internet by participating in online gambling or chain letters or by creating, viewing, accessing, transmitting or downloading any of the following material will amount to gross misconduct (this list is not exhaustive):

- pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
- offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;
- a false and defamatory statement about any person or organisation;
- material which is discriminatory, offensive, derogatory or may cause embarrassment to others;
- confidential information about us or any of our staff or clients (which you do not have authority to access);
- any other statement which is likely to create any liability (whether criminal or civil, and whether for you or us); or
- material in breach of copyright.

Any such action will be treated very seriously and is likely to result in summary dismissal.

30.8.3 Where evidence of misuse is found we may undertake a more detailed investigation in accordance with our Disciplinary Procedure, involving the examination and disclosure of monitoring records to those nominated to undertake the investigation and any witnesses or Managers involved in our Disciplinary Procedure. If necessary such information may be handed to the police in connection with a criminal investigation.

31 POLICY ON ACCEPTABLE USE OF SOCIAL MEDIA

31.1 For the purposes of this policy, social media means any type of interactive online media that allows parties to communicate instantly with each other or to share data in a public forum. This includes, but is not limited to, online social forums such as Twitter, Facebook, LinkedIn and Google+ as well as blogs, wikis and video and image sharing websites such as Instagram, YouTube and Flickr.

31.2 There are many examples of social media and this area is constantly changing. This policy applies to any social media that you use now or in the future.

31.3 Your use of social media can pose risks to the Company's confidential and proprietary information and to its reputation and can jeopardise its compliance with legal obligations. The purpose of this policy is to set out the standards of behaviour expected of employees in your activities on social media sites. Your behaviour online can expose the Company to risks even when you are using social media for personal purposes. This policy applies to all social media activity whether work related or personal, whether undertaken during working hours or otherwise and whether the Company's or your personal IT equipment is used.

31.4 To minimise the risks associated with social media, to avoid loss of productivity and to ensure that the Company's IT resources and communication systems are used appropriately, employees are expected to adhere to the terms of this policy and the Electronic Information and Communications policy.

31.5 Any breach of this policy may be dealt with under the Company's Disciplinary Procedure and in serious cases may be treated as gross misconduct leading to summary dismissal.

31.6 This policy is for guidance only and does not form part of the contract of employment. However, employees are expected to have regard to the policy at all times to protect the Company's business interests which may be adversely affected by inappropriate activity on a social media site. It is vital for you to read this policy carefully. If there is anything you do not understand, it is your responsibility to ask your Manager to explain.

31.7 This policy should be read in conjunction with the Company's policies on:

31.7.1 Electronic information and communications (section 30);

31.7.2 Data protection (section 28);

31.7.3 Discipline (sections 34);

31.7.4 Grievance (section 35); and

31.7.5 Bullying and harassment (section 10).

31 POLICY ON ACCEPTABLE USE OF SOCIAL MEDIA

31.8 Activity on social media sites during working hours

During working hours, you are not permitted to make personal use of social media websites either using the Company's IT resources or using your own computer or device (including laptops, palm-tops, tablets, smart phones or other handheld devices) as this may interfere with the proper performance of your duties or the operation of the Company's business or its IT systems. Use of social media for personal use during working hours will place you at risk of disciplinary action.

31.9 Personal social media accounts

- 31.9.1 You are required to comply with the following requirements in respect of your personal social media accounts.
- 31.9.2 A personal social media account should never be used for the purposes of the Company's business.
- 31.9.3 A personal email address, and not a Company email address, should be used for personal social media accounts.
- 31.9.4 You should not add business contacts made during the course of your employment with the Company to personal social media accounts.
- 31.9.5 You are permitted to identify the Company as your employer on any social media site. However, where you do so, your profile should also make clear that all the opinions stated on the site are your own and not the view of the Company. For example, state that, "The views expressed on this website/blog are mine alone and do not reflect the views of my employer". You should also ensure the content displayed does not bring the Company's name into disrepute.

31.10 Social media usage rules

- 31.10.1 Activity on social media sites is not necessarily private and the Company may monitor usage in accordance with this policy and discipline you where your activity on a social media site amounts to misconduct. Disciplinary action may be taken regardless of whether the activity is undertaken during working hours and regardless of whether the Company's IT equipment or facilities are used. In particular, employees should be aware that activity on social media sites which is harmful to the Company may in some cases amount to gross misconduct.

31.10.2 When communicating through social media sites you should not:

- post critical, derogatory or offensive comments about the Company, work colleagues, clients or customers, business partners, suppliers, competitors or any other business contact;
- make defamatory or disparaging comments about any individual, the Company or any other organisation;
- post discriminatory, offensive, threatening or intimidating language or comments whether about or directed at a colleague, client or customer or any other business contact or otherwise;
- post offensive or discriminatory photos or images or links to offensive or discriminatory content;
- disclose a colleague's private information online without their prior consent;
- engage in any conduct which is in breach of the Company's policies on:

Electronic information and communications (section 35);

- a) Data protection (section 28);
- b) Discipline (sections 33 and 34);
- c) Grievance (section 35); and
- d) Bullying and harassment (section 10).

- infringe or misappropriate the intellectual property of the Company or of any other organisation or individual;
- breach copyright for example by using someone else's images or written content without permission or failing to give acknowledgement where permission to publish has been given;

31

POLICY ON ACCEPTABLE USE OF SOCIAL MEDIA

31.10 Social media usage rules

- provide a reference or recommendation for any individual including but not limited to any colleague or former colleague as this could be attributed to the Company and may create legal liability both for yourself and for the Company without prior written authority from the Managing Director;
- post comments or information about sensitive business-related topics such as the Company's performance;
- breach their express and implied obligations of confidentiality owed to the Company or by the Company to any third party by revealing trade secrets or other confidential information.

31.10.3 When communicating through social media sites you should:

- assume that everything you post could at some point be made public. Before posting, you should therefore consider whether your comment or posted information is something you would want a colleague, your boss, a senior Manager or a customer or client of the Company to read or see;
- report to HR any content on a social media site which comes to your attention and which breaches this policy including content which disparages or reflects poorly on the Company;
- remove any posting on a social media site which breaches this policy when required to do so by the Company. A failure to comply with this requirement may in itself result in disciplinary action;
- co-operate with any investigation into a breach of this policy by the Company including disclosing relevant usernames, passwords or other login details where requested to do so by the Company; and
- raise work related complaints or concerns via the grievance procedure or the whistleblowing policy and not on social networking sites.

31.11

Monitoring your social media use

31.11.1 The contents of the Company's IT resources and communications systems are the Company's property. You therefore, should have no expectation of privacy in any message, file, data, document, telephone conversation, social media post conversation or message, or any other kind of information or communication transmitted from, received to, printed form, stored on or recorded on the Company's electronic information and communications systems.

31.11.2 The Company reserves the absolute right to monitor, intercept, review, audit and disclose all employee activity undertaken using the Company's IT resources and communications systems including, but not limited to, social media postings and activities. This monitoring might include, without limitation, intercepting, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing transactions, messages, communications, postings, log-ins, recordings and other uses of the systems as well as keystroke capturing and use of other network monitoring technologies.

31.11.3 The Company may also monitor content on the accessible pages of your and former employees' social media accounts to ensure compliance with the terms of this policy and with the terms of your contract of employment. Such monitoring will be undertaken by a limited number of nominated staff including Heads of Departments and Line Managers. The Company carries out its monitoring activities for the lawful purposes described in its Electronic communications and internet policy, to ensure that its rules are being complied with and to protect its business interests.

31.11.4 By agreeing to the policies contained within this handbook, and by using the Company's IT resources and systems, you agree to the Company monitoring your social media use as described in this policy.

31.11.5 For further information on monitoring, you should refer to the Company's Electronic communications and internet policy.

120

Part D: Resolving Difficulties

32 CAPABILITY PROCEDURE

32.1 The primary aim of this procedure is to provide a framework within which Managers can work with you to maintain satisfactory performance standards and to encourage improvement where necessary.

32.2 It is our policy to ensure that concerns over performance are dealt with fairly and that steps are taken to establish the facts and to give you the opportunity to respond at a hearing before any formal action is taken.

32.3 This policy merely sets out a suggested procedure. The Company is entitled to commence a capability procedure at any of the stages outlined below or to skip any stage if it considers this to be appropriate in the circumstances. In addition, the Company may vary any part of this procedure, including any time limits, as appropriate in any case and especially in the case of sales KPIs where prompt action is required.

32.4 What is covered by the policy?

32.4.1 This procedure applies to you regardless of length of service, with the exception of employees on their probationary period. It does not apply to agency workers or self-employed contractors.

32.4.2 This policy is used to deal with poor performance. It does not apply to cases involving genuine sickness absence, proposed redundancies or misconduct. In those cases, reference should be made to relevant sections of this Handbook.

32.4.3 If you are still in your probationary period this process does not apply, your performance will be constantly measured and assessed during probation and any failure to meet the required standard will be dealt with by your Manager and HR.

32.5 Identifying performance issues

32.5.1 In the first instance, performance issues should normally be dealt with informally between you and your line Manager as part of day-to-day management. Where appropriate, a note of any such informal discussions may be placed on your personnel file but will be ignored for the purposes of any future capability hearings. The formal procedure should be used for more serious cases, or in any case where an earlier informal discussion has not resulted in a satisfactory improvement. Informal discussions may help:

- clarify the required standards;

- identify areas of concern;
- establish the likely causes of poor performance and identify any training needs; and/or
- set targets for improvement and a time-scale for review.

32.5.2 You will not normally be dismissed for performance reasons without previous warnings. However, in serious cases of gross negligence, or in any case where you have not yet completed your probationary period, dismissal without previous warnings may be appropriate.

32.5.3 If we have concerns about your performance, we will undertake an assessment to decide if there are grounds for taking formal action under this procedure. The procedure involved will depend on the circumstances but may involve reviewing your personnel file including any appraisal records, gathering any relevant documents, monitoring your work and, if appropriate, interviewing you and/or other individuals confidentially regarding your work.

32.6 Disabilities

32.6.1 Consideration will be given to whether poor performance may be related to a disability and, if so, whether there are reasonable adjustments that could be made to your working arrangements, including changing your duties or providing additional equipment or training. We may also consider making adjustments to this procedure in appropriate cases.

32.6.2 If you wish to discuss this or inform us of any medical condition you consider relevant, you should contact your line Manager.

32.7 Confidentiality

32.7.1 Our aim is to deal with performance matters sensitively and with due respect for the privacy of any individuals involved. You must treat as confidential any information communicated to you in connection with a matter which is subject to this capability procedure.

32.7.2 You will normally be told the names of any witnesses whose evidence is relevant to your capability hearing, unless we believe that a witness's identity should remain confidential.

32 CAPABILITY PROCEDURE

32.8 Stage 1: notification of a capability hearing

32.8.1 If we consider that there are grounds for taking formal action over alleged poor performance, you will be required to attend a capability hearing. We will notify you in writing of our concerns over your performance, the reasons for those concerns, and the likely outcome if we decide after the hearing that your performance has been unsatisfactory. We will also include the following where appropriate:

- a summary of relevant information gathered as part of any investigation;
- a copy of any relevant documents which will be used at the capability hearing;
- a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.

32.8.2 We will give you written notice of the date, time and place of the capability hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time, usually two to seven days, to prepare your case based on the information we have given you.

32.9 Right to be accompanied at hearings

32.9.1 You may bring a colleague to any capability hearing or appeal hearing under this procedure. You must tell the Manager conducting the hearing who your chosen companion is, in good time before the hearing.

32.9.2 A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.

32.9.3 If your choice of companion is unreasonable we may require you to choose someone else, for example:

- if in our opinion your companion may have a conflict of interest or may prejudice the hearing;
- if your companion works at another site and someone reasonably suitable is available at the site at which you work; or

- if your companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days.

32.9.4 We may, at our discretion, allow you to bring a companion who is not an employee (for example, a member of your family) where this will help overcome a particular difficulty caused by a disability, or where you have difficulty understanding English.

32.10 Procedure at capability hearings

32.10.1 Consideration will be given to whether poor performance may be related to a disability and, if so, whether there are reasonable adjustments that could be made to your working arrangements, including changing your duties or providing additional equipment or training. We may also consider making adjustments to this procedure in appropriate cases.

32.10.2 The hearing will normally be held by your line Manager. You may bring a companion with you to the hearing (see paragraph 32.9). Your companion will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during the hearing.

32.10.3 You will be given the opportunity to respond to any information given by a witness. However, you will not normally be permitted to cross-examine witnesses unless, in exceptional circumstances, we decide that a fair hearing could not be held otherwise.

32.10.4 The aims of a capability hearing will usually include:

- setting out the required standards that we believe you may have failed to meet, and going through any relevant evidence that we have gathered;
- allowing you to ask questions, present evidence, respond to evidence and make representations;
- establishing the likely causes of poor performance including any reasons why any measures taken so far have not led to the required improvement;
- identifying whether there are further measures, such as additional training or supervision, which may improve performance;

125

126

32 CAPABILITY PROCEDURE

32.10 Procedure at capability hearings

32.10.4 The aims of a capability hearing will usually include:

- where appropriate, discussing targets for improvement and a time-scale for review;
- if dismissal is a possibility, establishing whether there is any likelihood of a significant improvement being made within a reasonable time and whether there is any practical alternative to dismissal, such as redeployment.

32.10.5 A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

32.10.6 We will inform you in writing of our decision and our reasons for it as soon as possible. Where possible we will also explain this information to you in person.

32.11 Stage 1 hearing: first written warning

32.11.1 Following a Stage 1 capability hearing, if we decide that your performance is unsatisfactory, we will give you a first written warning, setting out:

- the areas in which you have not met the required performance standards;
- targets for improvement;
- any measures, such as additional training or supervision, which will be taken with a view to improving performance;
- a period for review;
- the consequences of failing to improve within the review period, or of further unsatisfactory performance.

32.11.2 A first written warning may be authorised by your line Manager.

32.11.3 The warning will normally remain active for six months from the end of the review period, after which time it will be disregarded for the purposes of the capability procedure. However, a permanent record of it will be placed on your personnel file.

32.11.4 Your performance will be monitored during the review period and we will write to inform you of the outcome:

- if your line Manager is satisfied with your performance, no further action will be taken;
- if your line Manager is not satisfied, the matter may be progressed to a Stage 2 capability hearing; or
- if the Manager feels that there has been a substantial but insufficient improvement, the review period may be extended.

32.12 Stage 2 hearing: final written warning

32.12.1 If your performance does not improve within the review period set out in a first written warning, or if there is further evidence of poor performance while your first written warning is still active, we may decide to hold a Stage 2 capability hearing. We will send you written notification.

32.12.2 Following a Stage 2 capability hearing, if we decide that your performance is unsatisfactory, we will give you a final written warning, setting out:

- the areas in which you have not met the required performance standards;
- targets for improvement;
- any measures, such as additional training or supervision, which will be taken with a view to improving performance;
- a period for review; and
- the consequences of failing to improve within the review period, or of further unsatisfactory performance.

32.12.3 A final written warning may be authorised by a senior Manager.

32 CAPABILITY PROCEDURE

32.12 Stage 2 hearing: final written warning

32.12.4 A final written warning will normally remain active for six months from the end of the review period. After the active period, the warning will remain permanently on your personnel file.

32.12.5 Your performance will be monitored during the review period and we will write to inform you of the outcome:

- if your line Manager is satisfied with your performance, no further action will be taken;
- if your line Manager is not satisfied, the matter may be progressed to a Stage 3 capability hearing; or
- if the Manager feels that there has been a substantial but insufficient improvement, the review period may be extended.

32.13 Stage 3 hearing: dismissal or redeployment

32.13.1 We may decide to hold a Stage 3 capability hearing if we have reason to believe:

- your performance has not improved sufficiently within the review period set out in a final written warning;
- your performance is unsatisfactory while a final written warning is still active; or
- your performance has been grossly negligent such as to warrant dismissal without the need for a final written warning.

32.13.2 We will send you written notification of the hearing.

32.13.3 Following the hearing, if we find that your performance is unsatisfactory, we may consider a range of options including:

- dismissing you;
- redeploying you into another suitable job at the same or a lower grade; or

- extending an active final written warning and setting a further review period (in exceptional cases where we believe a substantial improvement is likely within the review period);

- giving a final written warning (where no final written warning is currently active).

32.13.4 The decision may be authorised by a senior Manager.

32.13.5 Dismissal will normally be with full notice or payment in lieu of notice, unless your performance has been so negligent as to amount to gross misconduct, in which case we may dismiss you without notice or any pay in lieu.

32.14 Appeals against action for poor performance

32.14.1 If you feel that a decision about poor performance under this procedure is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to your line Manager within one week of the date on which you were informed in writing of the decision.

32.14.2 If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful you will be reinstated with no loss of continuity or pay.

32.14.3 If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing.

32.14.4 We will give you written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after you receive the written notice.

32.14.5 The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at our discretion depending on the circumstances of your case. In any event the appeal will be dealt with as impartially as possible.

32 CAPABILITY PROCEDURE

32.14 Appeals against action for poor performance

32.14.6 Where possible, the appeal hearing will be conducted by a more senior Manager who has not been previously involved in the case. You may bring a companion with you to the appeal hearing (see paragraph 32.9).

32.14.7 A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

32.14.8 Following the appeal hearing we may:

- confirm the original decision;
- revoke the original decision; or
- substitute a different penalty.

32.14.9 We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. Where possible we will also explain this to you in person. There will be no further right of appeal.

131

33 DISCIPLINARY RULES

33.1 You are required to comply with these Disciplinary Rules as part of the terms and conditions of your employment.

33.2 The Disciplinary Rules should be read in conjunction with our Disciplinary Procedure. The purpose of the Disciplinary Rules and the Disciplinary Procedure is to provide a framework within which Managers can work with employees to maintain satisfactory standards of conduct and encourage improvement where necessary.

33.3 It is our policy to ensure that any disciplinary matter is dealt with fairly and in accordance with the Disciplinary Procedure. If you are in any doubt as to your responsibilities or the standards of conduct expected you should speak to your line Manager or HR.

33.4 Rules of conduct

33.4.1 While working for us you should at all times maintain professional and responsible standards of conduct. In particular you should:

observe the terms and conditions of your contract, particularly with regard to:

- a) hours of work;
 - b) confidentiality;
 - c) health and safety and security;
- observe all our policies, procedures and regulations which are included in our Handbooks or notified to you from time to time by means of notice boards, verbal instructions, email, the intranet or otherwise;
 - take reasonable care in respect of the health and safety of colleagues and third parties and comply with our Health and Safety Policy;
 - comply with all reasonable instructions given by Managers; and
 - act at all times in good faith and in our best interests and those of our customers and staff.

33.4.2 Failure to maintain satisfactory standards of conduct may result in action being taken under our Disciplinary Procedure.

33.5 Misconduct

32.5.1 The following are examples of matters that will normally be regarded as misconduct and will be dealt with under our Disciplinary Procedure:

- minor breaches of our policies;
- minor breaches of your contract;
- damage to, or unauthorised use of, our property;
- poor timekeeping;
- time wasting;
- unauthorised absence from work;
- refusal to follow instructions;
- persistent minor conduct/behavioural issues that have not been able to resolve informally;

132

33

DISCIPLINARY RULES

33.5

Misconduct

- 33.5.1
- unauthorised/excessive use of our telephones for personal calls;
 - unauthorised/excessive personal email or internet usage;
 - negligence in the performance of your duties.

33.5.2 This list is intended as a guide and is not exhaustive.

33.6

Gross misconduct

33.6.1 Gross misconduct is a serious breach of contract and includes misconduct which, in our opinion, is likely to prejudice our business or reputation or irreparably damage the working relationship and trust between us or persistent misconduct. Gross misconduct will be dealt with under our Disciplinary Procedure and will normally lead to dismissal without notice or pay in lieu of notice (summary dismissal).

33.6.2 The following are examples of matters that are normally regarded as gross misconduct:

- theft, or unauthorised removal of our property or the property of a colleague, contractor, customer or member of the public;
- fraud, forgery or other dishonesty, including fabrication of expense claims and time sheets;
- actual or threatened violence, or behaviour which provokes violence;
- abusive, rude or offensive behaviour towards, or in the presence of, a customer or third party;
- deliberate damage to our buildings, fittings, property or equipment, or the property of a colleague, contractor, customer or member of the public;
- serious misuse of our property or name;
- deliberately accessing internet sites containing pornographic, offensive or obscene material;
- bringing the organisation into disrepute;

- repeated or serious failure to obey reasonable instructions from your line Manager, any Head of Function, the Managing Director or any Manager authorised to give you instructions, or any other serious act of insubordination;
- serious cases of harassment, discrimination, victimisation or bullying;
- being under the influence of illegal drugs or other substances during working hours;
- conduct prejudicial to safety or serious breaches of health and safety rules or security measures;
- unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure;
- accepting or offering a bribe or other secret payment or gift or other breach of our anti-corruption and bribery policy;
- conviction for a criminal offence that in our opinion may affect our reputation or our relationships with our staff, customers or the public, or otherwise affects your suitability or ability to continue to work for us;
- possession, use, supply or attempted supply of illegal drugs;
- serious neglect of duties, or a serious or deliberate breach of your contract or operating procedures;
- knowing breach of statutory rules affecting your work;
- unauthorised use, processing or disclosure of personal data contrary to our Data Protection Policy;
- refusal to disclose any of the information required by your employment or any other information that may have a bearing on the performance of your duties;
- giving false information as to qualifications or eligibility or entitlement to work (including immigration status) in order to gain employment or other benefits;

133

134

33 DISCIPLINARY RULES

33.6 Gross misconduct

- 33.6.2
- making a disclosure of false or misleading information under our Whistleblowing Policy maliciously, for personal gain, or otherwise in bad faith;
 - making untrue allegations in bad faith against a colleague;
 - serious misuse of our information technology systems (including misuse of developed or licensed software, use of unauthorised software and misuse of email and the internet) contrary to our Electronic Information and Communications Systems Policy;
 - undertaking unauthorised paid or unpaid employment during your working hours;
 - unauthorised entry into an area of the premises to which access is prohibited.

135 33.6.3 This list is intended as a guide and is not exhaustive.

34 DISCIPLINARY PROCEDURE

- 34.1 The aims of this Disciplinary Procedure and its associated Disciplinary Rules are to set out the standards of conduct expected of all employees, but not contractors, and to provide a framework within which Managers can work with you to maintain satisfactory standards of conduct and to encourage improvement where necessary.
- 34.2 It is our policy to ensure that any disciplinary matter is dealt with fairly and consistently and that steps are taken to establish the facts quickly and to give you the opportunity to respond before taking any formal action. No disciplinary penalty will be imposed without a disciplinary hearing being held after an appropriate investigation.
- 34.3 Any steps under this procedure should be taken promptly unless there is a good reason for delay.
- 34.4 The procedure may be implemented at any stage if the seriousness of your alleged misconduct warrants such action.
- 34.5 You have a right to appeal against any disciplinary action taken against you.
- 34.6 You will be informed of your right to be accompanied by a fellow worker at a disciplinary hearing, if you request to be so accompanied.

34.7 This procedure is for guidance only and does not form part of your contract of employment. The Company may vary the procedure as appropriate to a particular case and the procedure is subject to review from time to time.

34.8 What is covered by the procedure?

34.8.1 Minor conduct issues can often be resolved informally between you and your line Manager. These discussions should be held in private and without undue delay whenever there is cause for concern. Where appropriate, a note of any such informal discussions may be placed on your personnel file. In some cases, an informal verbal warning may be given, which will not form part of your disciplinary records. Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).

34.8.2 You will not be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will normally be dismissal without notice and without pay in lieu of notice.

34.8.3 If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with your line Manager as soon as possible.

34.9 Confidentiality

34.9.1 The Company's aim during an investigation or disciplinary process is to deal with matters sensitively and with due respect for the privacy of any individuals involved.

34.9.2 You must treat as confidential any information communicated to you in connection with an investigation or disciplinary matter.

34.9.3 You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless the Company believes that a witness' identity should remain confidential.

34 DISCIPLINARY PROCEDURE

34.10 Investigations

- 34.10.1 The purpose of an investigation is for the Company to establish a fair and balanced view of the facts relating to any disciplinary allegations against you before deciding whether to proceed in a disciplinary hearing. This may involve reviewing CCTV, any relevant documents and emails, interviewing you and any witnesses and taking witness statements. The amount of investigation required will depend on the nature of the allegations and will vary from case to case.
- 34.10.2 Investigative interviews are solely for the purpose of fact finding and no decision on disciplinary action will be taken until a disciplinary hearing has been held.
- 34.10.3 You do not normally have the right to be accompanied at an investigative interview. However, the Company may allow you to bring a companion if this would help you to overcome any disadvantage due to disability or any difficulty in understanding English.
- 34.10.4 You must cooperate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents and attending investigative interviews if required.

34.11 Suspension

- 34.11.1 In some circumstances we may need to suspend you from work. The suspension will be for no longer than is necessary to investigate the allegations and we will confirm the arrangements to you in writing. While suspended you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless you have been authorised to do so by your line Manager.
- 34.11.2 Suspension of this kind is not a disciplinary penalty and does not imply that any decision has already been made about the allegations. You will continue to receive your full basic salary and benefits during the period of suspension.

34.12 Notification of a hearing

- 34.12.1 Following any investigation, if we consider there are grounds for disciplinary action, you will be required to attend a disciplinary hearing. We will inform you in writing of the allegations against you, the basis for those allegations, and what the likely range of consequences will be if we decide after the hearing that the allegations are true. We will also include the following where appropriate:
- a summary of relevant information gathered during the investigation;
 - a copy of any relevant documents which will be used at the disciplinary hearing; and
 - a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.
- 34.12.2 You will have a reasonable opportunity to consider this information before the hearing.
- 34.12.3 We will give you written notice of the date, time and place of the disciplinary hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time, usually two to seven days, to prepare your case based on the information we have given you.

34.13 Procedure at disciplinary hearings

- 34.13.1 If you or your companion cannot attend the hearing you should inform us immediately and we will arrange an alternative time. You must take all reasonable steps to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. Failure to attend a hearing without good reason may be treated as misconduct in itself or may lead to a decision being taken on the available evidence in your absence.
- 34.13.2 The hearing will be chaired by an appointed hearing Manager. You may bring a companion with you to the disciplinary hearing.
- 34.13.3 The purpose of the disciplinary hearing is to review the evidence and to enable you to respond to any allegations that have been made against you.

34 DISCIPLINARY PROCEDURE

34.13 Procedure at disciplinary hearings

34.13.4 At the disciplinary hearing we will go through the allegations against you and the evidence that has been gathered. You will be able to respond and present any evidence of your own. Your companion may make representations to us and ask questions but should not answer questions on your behalf. You may confer privately with your companion at any time during the hearing.

34.13.5 You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance.

34.13.6 The disciplinary hearing will be adjourned before any decision is taken. The Company may also adjourn the hearing if it needs to carry out any further investigations in the light of any new points you have raised at the hearing. If any further information is discovered you will be informed of this before the disciplinary hearing is reconvened.

139 34.14 Disciplinary penalties

34.14.1 Stage 1: First written warning

If it is inappropriate for a matter to be raised informally, the formal disciplinary procedure will usually be instigated at Stage 1. This may happen if there is a repetition of behaviour which has been raised with you on an informal basis, if unsatisfactory performance does not improve or if a Manager's concerns about you, or complaints made against you, are of a serious nature. If you are found to be at fault a first written warning will be issued detailing the complaint and, if appropriate, the improvement required and the period for improvement. It will indicate the further action that will result if the required standards are not met and sustained and that this could ultimately result in your dismissal or some other penalty. You will be asked to acknowledge receipt of the warning, which will be kept on your personal file. The warning will be disregarded for disciplinary purposes after 12 months from the date on which you are notified of the warning but will remain on your file.

34.14.2 Stage 2: final written warning

If you continue to fail to meet the level of performance required, are suspected of further misconduct or if your misconduct appears to be sufficiently serious to warrant a last stage warning but not sufficiently serious to justify dismissal, Stage 2 of the disciplinary procedure will be invoked.

If you are found to be at fault a final written warning will be issued. This will detail the complaint, the improvement required and the period for improvement. It will state that failure to meet or sustain the required standards or the commission of further misconduct offences may result in your dismissal. You will be asked to acknowledge receipt of this document, which will be kept on your personal file. The warning will normally be disregarded for disciplinary purposes after 12 months from the date you are notified of the warning but will remain on your file.

34.14.3 Stage 3: dismissal

If after you have been given a final written warning you still fail to meet or sustain the required level of performance or you are suspected of further misconduct or you have committed an act of gross misconduct the Company will usually terminate your employment.

No decision to terminate your employment will be taken unless you have been notified in writing of the complaint against you; invited to attend a hearing to discuss the allegation; informed of the outcome of the meeting in writing and granted a right of appeal to a more senior Manager.

If it is concluded that the Company must terminate your employment you will receive a letter specifying the effective date of dismissal, whether or not you are being given, or being paid in lieu of, notice and your right of appeal.

34.14.4 Stage 4: Alternatives to dismissal

In some cases, we may at our discretion consider alternatives to dismissal. These will usually be accompanied by a final written warning. Examples include:

- demotion;
- transfer to another department or job;
- a period of suspension without pay;

34 DISCIPLINARY PROCEDURE

34.14 Disciplinary penalties

34.14.4 Stage 4: Alternatives to dismissal

In some cases, we may at our discretion consider alternatives to dismissal. These will usually be accompanied by a final written warning. Examples include:

- loss of seniority;
- reduction in pay;
- loss of bonus; and/or
- loss of overtime.

34.15 Appeals against disciplinary action

34.15.1 If you feel that disciplinary action taken against you is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to an appropriate person named in the outcome letter within one week of receiving written notification the disciplinary action taken against you.

34.15.2 The hearing will normally take place within two weeks of receipt of your written appeal.

A senior Manager not involved at the initial stages will hear your appeal. The appeal hearing may be a complete rehearing of the matter or it may be a review of the original decision taking into account any new information. This will be at the Company's discretion depending on your grounds of appeal and the circumstances of the case.

34.15.3 Unless there are exceptional circumstances, such as an appeal which reveals a need for further extensive investigations, you will be informed, in writing, of the decision of the appeal hearing within five working days of the meeting. This written decision is final and no further appeal may be made.

34.15.4 Following the appeal hearing we may:

- confirm the original decision;
- revoke the original decision; or
- substitute a different penalty.

34.16 The right to be accompanied

34.16.1 You may bring a colleague to any disciplinary hearing or appeal hearing under this procedure. You must tell the Manager conducting the hearing who your chosen companion is, in good time before the hearing.

34.16.2 A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.

34.16.3 If your choice of companion is unreasonable we may require you to choose someone else, for example:

- if in our opinion your companion may have a conflict of interest or may prejudice the hearing;
- if your companion works at another site and someone reasonably suitable is available at the site at which you work; or
- if your companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days.

We may, at our discretion, allow you to bring a companion who is not an employee (for example, a member of your family) where this will help overcome a particular difficulty caused by a disability, or where you have difficulty understanding English.

35 GRIEVANCE PROCEDURE

35.1 Who is covered by the procedure?

This procedure applies to all employees, but not contractors, regardless of length of service. It does not apply to agency workers or self-employed contractors.

35.2 Using the grievance procedure

Most grievances can be resolved quickly and informally through discussion with your line Manager or HR. If this does not resolve the problem you should initiate the formal procedure below reasonably promptly.

35 GRIEVANCE PROCEDURE

35.3 Step 1: written grievance

- 35.3.1 You should put your grievance in writing and submit it to your line Manager. If your grievance concerns your line Manager you may submit it to HR who will appoint another Manager for the case, authorised by the Managing Director.
- 35.3.2 The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that we can investigate it. In some situations, we may need to ask you to clarify the subject matter of your grievance in advance of the meeting or to provide further information.

35.4 Step 2: meeting

- 35.4.1 Your grievance will not be determined until you had had an opportunity to meet with the Manager determining the grievance and explain your grievance. We will arrange a grievance meeting, normally within one week of receiving your written grievance. You should make every effort to attend.
- 35.4.2 You may bring a colleague to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. They will be allowed reasonable paid time off from duties to act as your companion.
- 35.4.3 If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.
- 35.4.4 We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.
- 35.4.5 We will write to you, usually within one week of the last grievance meeting, to confirm our decision and notify of you of any further action that we intend to take to resolve the grievance. We will also advise you of your right of appeal.

35.5 Step 3: appeals

- 35.5.1 If the grievance has not been resolved to your satisfaction you may appeal in writing to the appropriate Manager identified in the grievance outcome letter, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.
- 35.5.2 We will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially by a more senior, where possible, Manager who has not previously been involved in the case. You will have a right to bring a companion (see paragraph 34.16).
- 35.5.3 This is the final stage of the grievance procedure and the decision of the Manager hearing the appeal will be final.
- 35.5.4 We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.