W.L. Straughan & Son Ltd
Environmental, Civils & Landscape Contractors

EMPLOYEE HANDBOOK
October 2026
REVISION 5

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Introduction

This Staff Handbook provides you with a summary of the policies and procedures that operate within the Company and should be read in conjunction with your Employment Contract, as both documents form part of your employment arrangements.

To respond to the changing needs of the Company as well as changes in legislation, these policies and procedures may need to be amended from time to time and when this occurs you will be informed of such changes.

As an employee of W.L. Straughan & Son Ltd. you will need to know certain things to help you settle into your position. In order that we can operate smoothly and efficiently, we have specific rules and regulations in force. Some are required by law, others necessitated by common sense. This handbook contains these rules and regulations, please read them carefully in connection with your Statement of Terms and Conditions of Employment. Whilst in our employment, is your responsibility to understand the contents of this handbook which should be used for future guidance.

The success of our business relies greatly upon the satisfaction of our customers.

I would like to extend my best wishes for your career whilst employed by the Company.

This handbook gives background information (or identifies reference documents where additional information can be obtained); it outlines the Company's policies and procedures on a number of important matters, and describes some of the benefits available to you as an Employee.

You are asked to read the contents carefully so that you fully understand how you are affected. If you are in doubt about any matter, please do not hesitate to contact your line manager in the first instance for clarification.

Your Contract of Employment together with this handbook meet the requirements of the Employment Rights Act 1996 (s1). They should be read, in conjunction with each other, for full information. This handbook contains information only and is not intended or designed to be contractual. Contractual elements of your employment relationship are laid out within your Contract of Employment.

One of the keys to our success is that we believe people matter. Every effort will continue to be made to improve and develop those features of our business which are important to both you and the Company.

From time to time it will be necessary to update this handbook as changes to employment law are introduced, when policies are developed or changed or when new policies are introduced. If this happens, then changes will be notified to you within one month of the change.

Philip Straughan

W.L. STRAUGHAN & SON Ltd

1. Timesheets

It is imperative that all timesheets are received by 08:00 Monday morning to enable prompt processing.

Failure to comply may result in delays in processing all timesheets, and as a consequence payments into individuals accounts may be delayed.

To prevent the aforementioned happening, those people who do not hand in a completed timesheet by the specified time, will only be paid a standard 40 hours for that week.

Upon receipt of the timesheet for that week any outstanding balance will be paid with the next available payroll.

2. Maintenance procedure

It is a requirement by W.L. Straughan & Son Ltd that all employees who operate plant and vehicles complete the relevant columns of the Plant Maintenance Sheet (PMS) at the beginning of each day. The completed sheet is to be placed in the PMS tray within the *Welfare Cabin, Lane farm, Bedlington,* no later than 08:00 Monday.

The following identifies the procedure for completing the PMS:

- All employees who will operate either plant or vehicle, are to be issued with a Plant Maintenance Book.
- At the start of each day (or as the plant is to be operated) the relevant checks are to be carried out by the operative and recorded on the record sheet.
- Any defects observed that require immediate attention e.g. oil leaks, punctures are to be reported immediately to the Workshop/Plant Manager, as well as recording it on the Plant Maintenance Sheet (PMS)
- At the end of each week the PMS is to be handed into the Welfare Cabin (As above).
- W.L. Straughan & Son Ltd Plant Maintenance Fitter to examine the PMS. A PMS with defects recorded will be passed to the Maintenance Department for attention. All defects to be rectified as soon as possible (i.e. may have to order parts etc). A decision will be made at this stage as to whether the plant/vehicle can still be operated or whether to continue to operate it would be detrimental.
- Once the defect has been fixed the person carrying out the repair will sign and date the PMS with a brief note as to the nature of the repair.
- The PMS will be returned to the office for filling in the appropriate file for that item of plant

3. Holidays

3.1 Holiday Year

The holiday year runs from April to March each year.

1.1 Holiday Entitlement

The annual paid holiday entitlement for full-time employees is stated within your Employment Contract. Part time staff will be allocated a pro-rated equivalent holiday entitlement.

No payment will be made in respect of holiday not taken by the end of the holiday year and these days will not be carried over to the following year.

1.2 Booking of Holidays

The Company cannot be left with insufficient staff for normal operation, and when several requests for holidays occur over the same week, they will be granted in order of application ("first-come-first-served"). When the minimum appropriate staffing level is reached further holiday requests cannot be considered.

Holiday / leave applications are made via the WHOSOFF? App. This can be downloaded as an app for smartphones or accessed via whosoff.com. Whosoff? User accounts are setup by the admin team during onboarding.

Requests must be made at least 1 week prior to the dates required when requesting less than 3 continuous days holiday and at least 2 weeks prior to the dates required when requesting 3 or more days continuous holiday, but as much notice as possible should be given to the Company of any intended holidays.

Holidays can only be taken on dates previously authorised by the Company. Unauthorised absence on a working day will incur loss of payment for that day.

The Company will be able to provide further information if holiday requests are declined and holiday requests will be declined if there is insufficient staff cover.

Employees must ensure that holidays are agreed by management before you make any financial commitments in relation to your holiday. The Company does not accept any liability for financial losses incurred by employees where this requirement has not been followed.

The company usually shuts for 2 weeks over Christmas and staff should keep holidays to cover this shutdown. Employees will be informed of the specific shut down dates each year in good time in advance.

1.3 New Starters

During the first year of service, employees will be entitled to 1/12 of their annual entitlement for each completed month of service, rounded up to the nearest ½ day.

1.4 Leavers

Employees will receive 1/12th of their annual entitlement for each completed month of service, (this is not rounded up to the nearest ½ day), less the number of days already taken in the holiday year. If an employee has taken more than their accrued holiday entitlement the difference will be deducted from the final salary payment due and if there are insufficient monies due to cover this, then the employee will be required to refund any outstanding amounts. Accrued holiday entitlement may not be taken during a period of notice except with the consent of the Company.

1.5 Record Keeping

The Company will keep appropriate records relating to holiday entitlement, holiday taken, holiday pay and any relevant carry-over or payment in lieu of holiday. These records will be retained for at least six years and maintained in accordance with applicable legal requirements and data protection legislation.

4. Equal Opportunities

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 best use of their abilities, free from discrimination or harassment, and in which all decisions are based on merit.

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).

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.

All staff 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.

4.1 Scope and purpose of the policy

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.

This policy applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts), and on work-related trips or events including social events.

We will take appropriate steps to accommodate the requirements of different religions, cultures, and domestic responsibilities. Our approach to these issues is outlined in this policy in the sections below.

4.2 Forms of discrimination

Discrimination by or against an employee is unacceptable.

Discrimination may be direct or indirect and it may occur intentionally or unintentionally.

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

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.

Harassment related to any of the protected characteristics is prohibited. Harassment is unwanted conduct that has the purpose or effect of violating someone's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.

Victimisation is also prohibited. This is less favourable treatment of someone who has complained or given information about discrimination or harassment, or supported someone else's complaint.

4.3 Recruitment and selection

We aim to ensure that no job applicant suffers discrimination because of any of the protected characteristics above. Our recruitment procedures will aim to ensure that individuals are treated on the basis of their relevant merits and abilities.

4.4 Disability discrimination

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

If you experience difficulties at work because of your disability, you may wish to contact your manager to discuss in confidence any reasonable adjustments that would help overcome or minimise the difficulties that you are exposed to. Your 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.

4.5 Fixed-term employees and agency workers

We will monitor our use of fixed-term employees and agency workers, and their conditions of service, to ensure that they are being offered appropriate access to benefits, training, promotion and permanent employment opportunities as may be required by law. We will, where relevant, monitor their progress to ensure that they are accessing permanent vacancies.

4.6 Part-time work

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

4.7 Breaches of the policy

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 your manager.

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.

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.

5. Dignity at work

The Company's dignity at work policy concerns issues of bullying and harassment on any grounds and outlines how complaints of this type will be dealt with.

Employees should report any instances of bullying or harassment by customers, suppliers, visitors or others to their manager who will take appropriate action. The company will not discriminate unlawfully against customers using or seeking to use goods, facilities or services provided by the company.

Every employee is required to assist the company in meeting its commitment under this policy.

Acts of discrimination, harassment, bullying or victimisation against employees or customers are disciplinary offences and will be dealt with under company's disciplinary procedure. Acts of discrimination, harassment, bullying or victimisation may constitute gross misconduct and could lead to dismissal without notice.

Employees can be held personally liable as well as, or instead of, the company for any act of unlawful discrimination. Employees who commit serious acts of harassment may also be guilty of a criminal offence.

If you consider that you may have been unlawfully discriminated against or that you have been exposed to any form of bullying or harassment during the course of your employment with the company, you may use the company's grievance procedure to make a complaint. The Company will take any complaint seriously and will seek to resolve any grievance that it upholds. You will not be penalised for raising a grievance, even if your grievance is not upheld, unless your complaint is both untrue and made in bad faith.

6. Anti-bullying & harassment policy

The Company is committed to creating a work environment free of harassment and bullying, where everyone is treated with dignity and respect.

Harassment and bullying can have very serious consequences for individuals and the Company. Employees found to be involved in any form of harassment or bullying may face disciplinary penalties, up to and including dismissal and could be personally liable to pay compensation in legal claims. Serious harassment may be a criminal offence.

The Company will not tolerate bullying and harassment of any kind. All allegations of bullying and harassment will be investigated and, if appropriate, disciplinary action will be taken. The Company will also not tolerate victimisation of a person for making allegations of bullying or harassment in good faith or supporting someone to make such a complaint. Victimisation is a disciplinary offence.

6.1 The scope of this policy

This policy covers bullying and harassment of and by managers, employees, contractors, agency staff and anyone else engaged to work at the Company, whether by direct contract with the Company or otherwise. If the complainant or alleged harasser is not employed by the Company, e.g. if the worker's contract is with an agency, this policy will apply with any necessary modifications such as that the Company could not dismiss the worker but would instead require the agency to remove the worker, if appropriate, after investigation and disciplinary proceedings.

The policy covers bullying and harassment in the workplace and in any work-related setting outside the workplace, e.g. business trips and work-related social events.

6.2 What is bullying and harassment?

Bullying is offensive, intimidating, malicious or insulting behaviour, and/or an abuse or misuse of power that is meant to undermine, humiliate or injure the person on the receiving end.

Harassment is unwanted conduct related to relevant protected characteristics, which are sex, gender reassignment, race (which includes colour, nationality and ethnic or national origins), disability, sexual orientation, religion or belief and age, that:

- has the purpose of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person; or
- is reasonably considered by that person to have the effect of violating his/her dignity or of creating an intimidating, hostile, degrading, humiliating or offensive environment for him/her, even if this effect was not intended by the person responsible for the conduct.

Conduct may be harassment whether or not the person behaving in that way intends to offend.

A single incident can be harassment if it is sufficiently serious.

All bullying and harassment is misconduct and is a disciplinary offence which will be dealt with under the Company's disciplinary policy. Bullying or harassment will often be gross misconduct, which can lead to dismissal without notice.

6.3 What is victimisation?

Victimisation is subjecting a person to a detriment because he/she has, in good faith, complained (whether formally or otherwise) that someone has been bullying or harassing him/her or someone else, or supported someone to make a complaint or given evidence in relation to a complaint. This would include isolating someone because he/she has made a complaint or giving him/her a heavier or more difficult workload.

Provided that you act in good faith, i.e. you genuinely believe that what you are saying is true, you have a right not to be victimised for making a complaint or doing anything in relation to a complaint of bullying or harassment and the Company will take appropriate action to deal with any alleged victimisation, which may include disciplinary action against anyone found to have victimised you.

Making a complaint that you know to be untrue, or giving evidence that you know to be untrue, may lead to disciplinary action being taken against you.

6.4 What should I do if I think I am being bullied or harassed?

You may be able to sort out matters informally. The person may not know that his or her behaviour is unwelcome or upsetting. An informal discussion may help him/her to understand the effects of his or her behaviour and agree to change it. You may feel able to approach the person yourself, or with the help of a manager, trade union representative or another employee. Alternatively, an initial approach could be made on your behalf by one of these people. You should tell the person what behaviour you find offensive and unwelcome, and say that you would like it to stop immediately. You may want to add that, if the behaviour continues, you intend to make a formal complaint to your manager. You should keep a note of the date and what was said and done. This will be useful evidence if the unacceptable behaviour continues and you wish to make a formal complaint.

If an informal approach does not resolve matters, or you think the situation is too serious to be dealt with informally, you can make a formal complaint by using the Company's grievance procedure. In the case of grievances about bullying or harassment, the normal grievance procedure is modified so that you can

choose whether to raise your grievance with your manager. The Company will ensure that you can bring your complaint in the first instance to someone of your own sex, if you so choose.

In very serious cases, a criminal offence may have been committed and you may wish to report matters to the police. Your manager can arrange for someone to accompany you to make a complaint to the police.

All complaints will be investigated promptly and, if appropriate, disciplinary proceedings will be brought against the alleged harasser. You will have the right to be accompanied by a work colleague or trade union representative of your choice at any meeting dealing with your grievance. You will be kept informed of the general progress of the process of investigation and the outcome of any disciplinary proceedings. The Company will decide on a balance of probabilities, after considering all available evidence, whether or not harassment or bullying has occurred.

The Company will treat complaints of bullying and harassment sensitively and maintain confidentiality to the maximum extent possible. Investigation of allegations will normally require limited disclosure on a "need to know" basis. For example, your identity and the nature of the allegations must be revealed to the person you are complaining about, so he or she is able to respond to the allegations. Some details may also have to be given to potential witnesses but the importance of confidentiality will be emphasised to them. If the complaint is upheld, and a person who has been found to have harassed you remains in the Company's employment, managers may need to be given some information where this is necessary for them to manage the risk of further harassment by that person against you or others.

Wherever possible, the Company will try to ensure that you and the alleged harasser are not required to work together while the complaint is under investigation. This could involve giving you the option of remaining at home on special leave, if you wish. In a serious case, the alleged harasser may be suspended while investigation and any disciplinary proceedings are underway.

If your complaint is upheld, and the person found to have bullied or harassed you remains in the Company's employment, every effort will be made to ensure that, if possible, you do not have to continue to work alongside the harasser, if you do not wish to do so. We will discuss the options with you. These may include the transfer of the harasser or, if you wish, you may be able to transfer to another post.

If your complaint is not upheld, management will support you, the alleged harasser and your manager(s) in making arrangements for you both to continue or resume working and to help repair working relationships.

You have a right not to be victimised for making a complaint in good faith, even if the complaint is not upheld. However, making a complaint that you know to be untrue may lead to disciplinary action being taken against you.

7. Prevention of Sexual Harassment in the Workplace

This policy covers the Company’s approach to the prevention of sexual harassment and victimisation in the workplace. If the complainant or alleged harasser is not employed by the Company, e.g. if the worker's contract is with an agency, this policy will apply with any necessary modifications such as that the Company could not dismiss the worker but would instead require the agency to remove the worker, if appropriate, after investigation and disciplinary proceedings.

The policy covers sexual harassment and victimisation in the workplace and in any work-related setting outside the workplace, e.g. business trips and work-related social events.

As an employer, the Company has a legal duty to take all reasonable steps to prevent sexual harassment of workers and to take all reasonable steps to prevent harassment by third parties where workers interact with customers, clients, contractors, suppliers or members of the public, and this policy is intended to:

- Set out how we will deliver on our legal responsibilities in relation to sexual harassment and victimisation, the steps we will take to prevent sexual harassment and victimisation at work and what we will do if sexual harassment or victimisation occurs.
- Help staff to understand the law and what the Company will do to prevent harassment and victimisation, or to respond to complaints of harassment or victimisation.

7.1 What is sexual harassment?

Sexual harassment is unwanted conduct of a sexual nature that makes somebody feel offended, intimidated, afraid, degraded or humiliated, or is intended to make somebody feel that way. It is important to understand that conduct can amount to sexual harassment even if that is not how it was intended.

Unwanted conduct covers a wide range of behaviour. It can include:

- Spoken words.
- Written words.
- Banter.
- Posts or contact on social media.
- Imagery.
- Graffiti.
- Physical gestures.
- Facial expressions.
- Mimicry.
- Jokes or pranks.
- Acts affecting a person's surroundings.
- Aggression.
- Physical behaviour towards a person or their property.

The word 'unwanted' means essentially the same as 'unwelcome' or 'uninvited'.

It is not necessary for the complainant to say that they object to the conduct for it to be unwanted. However, in deciding whether a complainant has established that the conduct was unwanted, an investigation would consider whether or not the complainant objected to the conduct, among other things.

In some cases, it will be obvious that conduct is unwanted because it would plainly violate a person's dignity.

A single incident can be harassment if it is sufficiently serious.

All sexual harassment is misconduct and is a disciplinary offence which will be dealt with under the Company's disciplinary policy. Sexual harassment will often be gross misconduct, which can lead to dismissal without notice.

Conduct 'of a sexual nature' includes a wide range of behaviour, such as:

- Sexual comments or jokes.
- Displaying sexually graphic pictures, posters or photographs.
- Suggestive looks, staring or leering.
- Propositions and sexual advances.
- Making promises in return for sexual favours.
- Sexual gestures.
- Intrusive questions about a person's sex life or a person discussing their own sex life.
- Sexual posts or contact on social media.
- Spreading sexual rumours about a person.
- Sending sexually explicit emails or text messages.
- Unwelcome touching, hugging, massaging or kissing.

An individual can experience unwanted conduct from someone of the same or a different sex.

7.2 What is victimisation?

Victimisation is subjecting a person to a detriment because he/she has, in good faith, complained (whether formally or otherwise) about alleged sexual harassment, or supported someone to make a complaint or gave evidence in relation to a complaint. A detriment could be for example:

- being rejected for promotion
- being denied an opportunity to represent the employer at external events
- being excluded from opportunities to undertake training
- not being given a discretionary bonus or performance-related award

Provided that you act in good faith, i.e. you genuinely believe that what you are saying is true, you have a right not to be victimised for making a complaint or doing anything in relation to a complaint of sexual harassment and the Company will take appropriate action to deal with any alleged victimisation, which may include disciplinary action against anyone found to have victimised you.

7.3 Preventative action

The Company will not wait until a complaint of sexual harassment has been raised before we take any action. We understand that our duty in this area requires that we should anticipate scenarios when our staff may be subject to sexual harassment in the course of employment and take action to prevent such harassment taking place. However, if sexual harassment has taken place despite our efforts to prevent such situations occurring, we will take action to stop such sexual harassment from happening again.

Preventative steps that we will take include:

- Conducting and maintaining a risk assessment in order to consider the risks of sexual harassment occurring in the course of employment.

- Identifying and implementing all reasonable steps necessary to eliminate or minimise the risk of sexual harassment and to prevent staff from being exposed to sexual harassment.
- Implementation of any reasonable preventative steps.
- Communication of this policy to all workers.
- Ensuring that relevant suitable and sufficient training is delivered within the organisation.

7.4 Prevention of Third-Party Harassment

The Company will take all reasonable steps to prevent workers from being subjected to harassment by customers, clients, contractors, suppliers, visitors and members of the public. Measures may include:

- Reporting mechanisms for third-party incidents.
- Warnings or restrictions on offending third parties.
- Removal of customers, visitors or contractors where appropriate.
- Additional safeguards for high-risk roles.
- Incident monitoring and trend analysis.

7.5 What should I do if I think I am being exposed to sexual harassment?

You may be able to sort out matters informally. The person may not know that his or her behaviour is unwelcome or upsetting. An informal discussion may help him/her to understand the effects of his or her behaviour and agree to change it. You may feel able to approach the person yourself, or with the help of a manager, trade union representative or another employee. Alternatively, an initial approach could be made on your behalf by one of these people. You should tell the person what behaviour you find offensive and unwelcome and say that you would like it to stop immediately. You may want to add that, if the behaviour continues, you intend to make a formal complaint. You should keep a note of the date and what was said and done. This will be useful evidence if the unacceptable behaviour continues, and you wish to make a formal complaint.

If an informal approach does not resolve matters, or you think the situation is too serious to be dealt with informally, report the matter to your Line Manager or a Director or you can make a formal complaint via our external HR support provider at:

support@transitionalhr.co.uk

In responding to a complaint, we will ensure that you can bring your complaint in the first instance to someone of your own sex, if you so choose.

In very serious cases, a criminal offence may have been committed, and you may wish to report matters to the police. We can arrange for someone to accompany you to make a complaint to the police should you wish to do so.

All complaints will be investigated promptly and, if appropriate, disciplinary proceedings will be brought against the alleged harasser. You will have the right to be accompanied by a work colleague or trade union representative of your choice at any meeting dealing with your complaint. You will be kept informed of the general progress of the process of investigation and the outcome of any disciplinary proceedings. The Company will decide on a balance of probabilities, after considering all available evidence, whether or not sexual harassment has occurred.

The Company will treat complaints of sexual harassment sensitively and maintain confidentiality to the maximum extent possible. Investigation of allegations will normally require limited disclosure on a "need to know" basis. For example, your identity and the nature of the allegations must be revealed to the person you are complaining about, so he or she is able to respond to the allegations. Some details may also have to be given to potential witnesses, but the importance of confidentiality will be emphasised to them. If the complaint is upheld, and a person who has been found to have harassed you remains in the Company's employment, managers may need to be given some information where this is necessary for them to manage the risk of further harassment by that person against you or others.

Wherever possible, the Company will try to ensure that you and the alleged harasser are not required to work together while the complaint is under investigation. This could involve giving you the option to work from home where practical or of remaining at home on special leave, if you wish. In a serious case, the alleged harasser may be suspended while an investigation and any disciplinary proceedings are underway.

If your complaint is upheld, and the person found to have sexually harassed you remains in the Company's employment, every effort will be made to ensure that, if possible, you do not have to continue to work alongside the harasser, if you do not wish to do so. We will discuss the options with you. These may include the transfer of the harasser or, if you wish, you may be able to transfer to another post.

If your complaint is not upheld, management will support you, the alleged harasser and your manager(s) in making arrangements for you both to continue or resume working and to help repair working relationships.

You have a right not to be sexually harassed whilst at work or victimised for making a complaint in good faith, even if the complaint is not upheld. However, making a complaint that you know to be untrue may lead to disciplinary action being taken against you.

8. Maternity policy

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

Arrangements for time off for antenatal care and to accompany a pregnant woman to antenatal appointments are set out in our Time off for Antenatal Appointments Policy (refer to 4.20).

In some cases, you and your spouse or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives you more flexibility to share leave and pay available in the first year after birth. However, you must take a period of compulsory maternity leave first. Details of SPL are set out in our Shared Parental Leave Policy (refer to Section 7).

8.1 Definitions

The definitions in the table below apply in this policy:

Expected Week of Childbirth	The week, starting on a Sunday, in which your doctor or midwife expects you to give birth.
Qualifying Week	The fifteenth week before the Expected Week of Childbirth.

8.2 Entitlement to maternity leave

Provided they comply with the notification requirements below, all employees are entitled to up to 52 weeks' maternity leave which is divided into:

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

8.3 Notification

You must inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations. Before the end of the Qualifying Week, or as soon as reasonably practical afterwards, you must tell us:

a. that you are pregnant;
b. the Expected Week of Childbirth; and
c. 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.

8.4 Sickness

Periods of pregnancy-related sickness absence shall be paid in accordance with your contract of employment in the same manner as any other sickness absence.

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

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

8.5 Health and safety

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

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

a. changing your working conditions or hours of work;
b. offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable;

8.6 Starting maternity leave

The earliest date you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).

You must notify us of your Intended Start Date as soon as possible. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to maternity leave (Expected Return Date). You can postpone your Intended Start Date by informing us in writing at least 28 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable. You can bring forward the Intended Start Date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.

Maternity leave shall start on the earlier of:

a. your Intended Start Date (if notified to us in accordance with this policy);
b. 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
c. the day after you give birth.

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 then be triggered.

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

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

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, training and work-related social events.

8.7 Statutory maternity pay

Statutory maternity pay (SMP) is payable for up to 39 weeks. SMP will stop being payable if you return to work. You are entitled to SMP if:

a. 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;
b. your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the Government;
c. you provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;
d. you give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and
e. you are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.

SMP is calculated as follows:

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

SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments shall be made on the next normal payroll date and income tax, National Insurance and pension contributions shall be deducted as appropriate. You shall still be eligible for SMP if you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant). In such cases, if your maternity leave has not already begun, SMP shall start to accrue in whichever is the later of:

a. the week following the week in which employment ends; or
b. the eleventh week before the Expected Week of Childbirth.

8.8 Terms and conditions during OML and AML

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

a. benefits in kind if applicable shall continue;
b. annual leave entitlement under your contract shall continue to accrue; and
c. pension benefits shall continue.

8.9 Annual leave

During OML and AML, annual leave will accrue at the rate provided under your contract. In cases where a period of maternity leave lasts beyond the end of the holiday year, any holiday entitlement for the year that is not taken before starting your maternity leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise. You should discuss your holiday plans with your manager in good time before starting your maternity leave. All holiday dates are subject to approval by your manager.

8.10 Pensions

During OML and any further period of paid maternity leave we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on maternity leave provided that you continue to make contributions based on the maternity pay you are receiving. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact us. During unpaid AML we shall not make any payments into a money purchase scheme. You do not have to make any contributions but you may do so if you wish, or you may make up for missed contributions at a later date.

8.11 Redundancies during maternity leave

In the event that your post is affected by a redundancy situation occurring after you have informed us of your pregnancy or during a period of 18 months after the child's date of birth (or adoption date), 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. In such circumstances employees shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

8.12 Keeping in touch

We may make reasonable contact with you from time to time during your maternity leave. You may work (including attending training) for up to ten days during maternity leave without bringing your maternity

leave or SMP to an end. You are not obliged to undertake any such work during maternity leave. In any case, you must not work in the two weeks following birth. You will be paid your normal basic rate of pay for time spent working on a 'Keeping in Touch Day' and this will be inclusive of any maternity pay entitlement.

8.13 Expected return date

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

a. updating you on any changes that have occurred during your absence;
b. any training needs you might have; and
c. any changes to working arrangements.

8.14 Returning early

If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice. It is helpful if you give this notice in writing. If not enough notice is given, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.

8.15 Returning late

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

a. request unpaid parental leave in accordance with our Parental Leave Policy (refer to 9.3), giving us as much notice as possible but not less than 21 days; or
b. request paid annual leave in accordance with your contract, which will be at our discretion.

If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply. In any other case, late return will be treated as unauthorised absence.

8.16 Deciding not to return

If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period. Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement. This does not affect your right to receive SMP.

8.17 Your rights when you return

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

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

8.18 Switching to Shared Parental Leave

In some cases, you and your spouse or partner may be eligible to opt into the SPL scheme which gives you more flexibility to share the leave and pay available in the first year after birth. Your partner should check with their employer if they are eligible. You would need to give us at least eight weeks' written notice to end your maternity leave and opt into SPL. You can give this notice before or after the birth, but you must remain on maternity leave until at least two weeks after birth. You would then be able to share any remaining leave with your partner. For further information about how SPL works, see our Shared Parental Leave Policy.

8.19 Flexible working

We will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working though we may not be able to accommodate your wishes in all cases if 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 dealing with such requests is set out in our Flexible Working Policy.

8.20 Time Off for antenatal appointments

Once an employee has advised the Company that she is pregnant, she will be entitled not to be unreasonably refused paid time off work to attend antenatal appointments as advised by her doctor, registered midwife or registered health visitor. If an employee's partner is pregnant they may request time off to attend antenatal appointments. Such requests will be considered at your Manager's discretion.

In order to be entitled to take time off for antenatal care, the employee is required to produce a certificate from her doctor, registered midwife or registered health visitor, stating that she is pregnant. Except in the case of the first appointment, the employee should also produce evidence of the appointment, such as a medical certificate or appointment card, if requested to do so.

Antenatal care may include relaxation and parent craft classes that the employee's doctor, midwife or health visitor has advised her to attend, in addition to medical examinations.

The employee should endeavour to give her line manager as much notice as possible of antenatal appointments and, wherever possible, try to arrange them as near to the start or end of the working day as possible.

9. Neonatal care & pay

When a child is born on or after 6 April 2025 and is admitted into neonatal care for seven full continuous days or more within the first 28 days following birth, statutory neonatal care leave and pay will start to apply. The seven continuous days are counted from the day following the day of admission into neonatal care. So, if a baby is born on 7 April 2025 and is admitted to neonatal care on 8 April, the seven continuous days will start from 9 April.

There are three types of neonatal care to which the right applies:

- Medical care received in hospital.
- Medical care received in another setting but as a result of an inpatient stay in hospital. This care would be under a consultant.
- Palliative or end of life care.

The leave is a day-one employee right for a parent who has a child receiving any of this care.

9.1 What are employees entitled to?

The entitlement applies to a broad range of parents, including fathers and partners, adoptive parents, parents who are fostering to adopt and the intended parents in surrogacy arrangements. The Neonatal Care Leave & Pay Act comprises of the following elements:

- It entitles mothers, birthing parents, fathers and non-birthing parents to a day 1 right to leave from work if their baby receives neonatal care for more than 7 continuous days, before the baby reaches 28 days of life. The length of leave will be based on how long their baby receives neonatal care, up to 12 weeks.
- It entitles employees to receive 'statutory neonatal pay' for the duration of their baby's neonatal care, up to 12 weeks if they meet the minimum length of service and earning requirements (similar to other types of parental leave).
- Employees will have 68 weeks to take their leave and pay entitlement from the first day of admission to neonatal care, which means that they will be able to take their full entitlement to neonatal leave and pay in addition to other types of parental leave (including maternity, paternity, adoption and parental bereavement leave and pay).
- Employees will have different notice requirements based on when they intend to take their leave.
- Employees who qualify for maternity leave will take their accrued neonatal leave after their maternity leave ends. This is because maternity leave will be triggered by the birth of their baby and cannot be paused and restarted. Similarly, if taking adoption leave, neonatal leave will be taken once this has ended.
- The interaction of other types of statutory parental leave (e.g. shared parental leave, paternity leave etc) with neonatal leave will be more flexible as these can be used at different times. For example, paternity leave can be used at any time within the first 52 weeks after birth.

9.2 How much leave can people take?

After seven full continuous days of neonatal care, eligible employees (see 'Neonatal care pay requirements' below) can take between one week and 12 weeks of paid leave under this entitlement. The paid leave can only be taken after the initial threshold i.e. from day nine. The leave has been divided into two Tiers:

- Tier 1 - when the child is still receiving neonatal care, and including one week after the care has ended. Tier 1 leave can be taken continuously or in 1 week blocks to allow the employee to stop work at short notice to care for their child in neonatal care.
- Tier 2 - employees taking maternity leave will only be able to take Tier 2 leave as maternity leave will be triggered by the birth of the baby and cannot be stopped and restarted later. These employees will need to take their Neonatal Care Leave as soon as their maternity leave ends,

before the end of 68 weeks from the date of the child's birth. Tier 2 leave must be taken in one continuous block.

Employees who are entitled to Paternity Leave will be able to take Neonatal Care Leave more flexibly. Teir 1 leave will allow them to take time off while their baby is still in hospital and can be used flexibly around any other leave that has been pre-booked or needs to be taken. They can also take Tier 2 leave if they wish to reserve some leave for when their baby has been discharged.

9.3 Multiple births

In instances of multiple births where neonatal care is required:

- where babies are receiving care at the same time, the entitlement will be accrued in respect of one of the babies.
- where babies are receiving the care at different times, the leave and pay entitlement can accrue separately, provided each of the babies spend at least seven full, continuous days in neonatal care. The employee can only accrue a maximum of 12 weeks entitlement.

9.4 Neonatal care leave, notice and other leave entitlements

An employee will need to give notice to take Neonatal Care Leave (NCL). The length and format of notice for leave will vary depending on whether the employee intends to take leave in Tier 1 or Tier 2.

- For leave taken in Tier 1, the employee will need to notify their employer before they would be due to start work on the first day of absence, or as soon as possible thereafter. The notice does not need to be in written form.
- For leave taken in Tier 2, the employee will need to provide notice at least 15 days before the start of a period of one week leave. For a period of 2 or more weeks of leave, the employee will need to provide notice at least 28 days before the start of the leave. The notice must be in written form.

Neonatal care leave can be added to the end of other leave entitlements, such as maternity leave. For example, if a baby enters neonatal care while the employee is on maternity leave, the employee must remain on maternity leave as this cannot be stopped. The neonatal care leave accrues and can be taken at the end of the maternity leave.

Where the employee has already started Neonatal Care Leave and begins another period of statutory leave (e.g. paternity leave), before neonatal care leave is due to end then the neonatal care leave will end immediately but the remaining leave can be taken once the other period of statutory leave has finished.

9.5 Neonatal care pay requirements

Neonatal care pay has continuity and earnings requirements. The employee must have been employed continuously by the employer for at least 26 weeks up to the qualifying week (the 15th week before the expected week of childbirth) and earn at least the Lower Earnings Limit in an eight-week 'relevant period'.

These pay requirements mirror those of other statutory parental rights (e.g. maternity leave).

- For Tier 1 (when the baby is receiving qualifying neonatal care, and up to one week post discharge) multiple periods of weeks of pay can be taken in blocks of 1 or more weeks.
- For Tier the pay must be claimed for one continuous block.

9.6 What is needed in written notices

Where employees need to give written notice, the evidence and notification requirements are as follows:

- The employee's name.
- The child's DOB.
- If applicable, the date of the child's placement with the adopter or prospective adopter, or date of the child's entry into GB to live with the overseas adopter.
- The date the child started to receive neonatal care, or each date if the child received neonatal care on two or more separate occasions.
- The date the employee wants the leave to begin.
- If the child is no longer receiving neonatal care, the date the neonatal care ends.
- The number of weeks of leave the employee wants to take.
- If it is the first time a notice is being given, a declaration that the employee meets the parental relationship criteria.
- That they, the employee, has cared for or intend to care for the child during the week(s) to which the notice relates.

9.7 Rights during neonatal care leave

Like other parental rights, employees are protected from detrimental treatment in relation to this statutory right. Qualifying employees will continue to benefit from their normal terms of employment during the leave periods. The protections also include prioritisation for redeployment opportunities offers in instances of redundancy.

10. Paternity policy

This policy outlines employees' entitlement to paternity leave and sets out the arrangements for taking it. The policy does not apply to agency workers or the self-employed.

No-one will be discriminated against or subjected to a detriment for taking leave in accordance with this policy.

Arrangements for taking time off to accompany a pregnant woman to antenatal appointments are set out in our Time Off for Antenatal Appointments Policy.

In some cases, you may be eligible to opt into the shared parental leave scheme which gives you and your Partner more flexibility to share the leave and pay available in the first year. Details are set out in the Shared Parental Leave Policy.

10.1 Definitions

The definitions set out in the table below apply in this policy:

Partner	spouse, civil partner or someone (of either sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle.
Expected Week of Childbirth	the week, beginning on a Sunday, in which their doctor or midwife expects your child to be born.

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

10.2 Entitlement to paternity leave

Paternity leave is available to employees of either gender, for the purpose of caring for a child, or supporting the child's other parent, in the following cases:

a. On the birth of a child, where either:
   - you are the biological father and expect to have some responsibility for the child's upbringing; or
   - you are the mother's Partner and you expect to have main responsibility with the mother for the child's upbringing.
b. On the birth of a child to a surrogate mother where you are, or your Partner is one of the child's biological parents, and you expect to obtain a parental order giving you and your Partner responsibility for the child.
c. Where an adoption agency places a child with you and/or your Partner and you expect to have main responsibility (with your Partner) for the child's upbringing.
d. Where a local authority places a child with you and/or your Partner under a fostering for adoption arrangement and you expect to have main responsibility (with your Partner) for the child's upbringing.

Irrespective of length of service, an employee will qualify for paternity leave following their Partner giving birth to a child or if they are notified by the adoption agency or local authority that you/they have been matched with a child.

In adoption, fostering for adoption, and surrogacy cases, you may wish to consider adoption leave instead (see Adoption Policy). Only one parent can take adoption leave so you should discuss this with your Partner. You cannot take both paternity leave and adoption leave.

You cannot take paternity leave if you have already taken shared parental leave in respect of the same child. You may be eligible to take shared parental leave after paternity leave (see the Shared Parental Leave Policy).

10.3 Timing and length of paternity leave

Paternity leave must be taken as either a period of one week or two consecutive weeks. It cannot be taken in instalments of individual days. Paternity leave can be taken from the date of the child's birth or adoption placement or a later date of your choosing. However, it must end within 1 year of the child's birth or placement or within 1 year of the first day of the Expected Week of Childbirth (if the child was born early).

10.4 Notification

To take paternity leave you must give us 28 days written notice of your intention to take such leave stating:

a. The Expected Week of Childbirth or the Expected Placement Date;
b. when you would like to start your leave. You can state that your leave will start on a specified date after the start of the Expected Week of Childbirth or the Expected Placement Date, the actual date of birth or a specified number of days after birth; and

c. whether you intend to take two weeks together or two separate weeks leave.

We may require a signed declaration from you that you are taking paternity leave for a purpose for which it is intended; namely, to care for the child or to support the child's other parent in caring for the child.

10.5 Changing leave dates or cancelling leave

You may vary the start of your paternity leave if you give notice as follows:

a. if you wish to start your leave on the day of the child's birth or on the day the child is placed with you or the adopter, at least 28 days before the first day of the Expected Week of Childbirth or the Expected Placement Date.
b. If you wish to start your leave on a specified number of days after the child's birth or placement, at least 28 days (minus the specified number of days) before the first day of the Expected Week of Childbirth or the Expected Placement Date.
c. If you wish to start your leave on a specific date that is different to the original start date you informed us of, at least 28 days before that date.

If you are unable to give us 28 days' written notice as set out above, you should give us written notice of the change as soon as you can.

10.6 Statutory paternity pay

In this paragraph, Relevant Period means the 26-week period ending with the 15th week before the Expected Week of Childbirth (which is the Qualifying Week) or the week in which you or your Partner were notified of being matched with the child.

You will be entitled to 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. 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 your manager.

10.7 Terms and conditions during paternity leave

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

a. benefits in kind shall continue;
b. annual leave entitlement under your contract shall continue to accrue; and
c. pension benefits shall continue.

10.8 Annual leave

Annual leave will accrue during paternity leave at the rate provided under your contract. If you are taking a period of paternity leave that will finish very close to the end of the year or continue into the next holiday year, any holiday entitlement for the year that is not taken or cannot reasonably be taken before starting your paternity leave can be carried over to the next holiday year and must be taken within three months of returning to work unless your manager agrees otherwise. You should try and limit carry over holidays in accordance with our Holiday Policy which is set out within your Contract of Employment. You should

discuss your holiday plans with your manager in good time before starting your paternity leave and in accordance with our Holiday Policy.

10.9 Pensions

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

10.10 Returning to work

You are normally entitled to return to work after paternity leave 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. However, if you have taken paternity leave straight after or straight before a period of 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. If you are also taking shared parental leave in respect of the same child, see the Shared Parental Leave Policy for information about rights on return to work.

10.11 Flexible working

We will deal with any requests by employees to change their working patterns (such as working part-time) after paternity leave on a case-by-case basis, in accordance with our Flexible Working Policy. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working though we may not be able to accommodate your wishes in all cases if 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.

11. Adoption policy

This policy sets out the arrangements for adoption leave and pay for employees who are:

- Adopting a child through a UK adoption agency.
- Fostering a child with a view to possible adoption.
- Having a child through a surrogate mother.

In some cases, you and your spouse or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives you more flexibility to share the leave and pay available in the first year after the child is placed with you. However, one of you must take at least two weeks' adoption leave first. Details of SPL are set out in our Shared Parental Leave Policy.

This policy only applies to employees and does not apply to agency workers or the self-employed.

11.1 Definitions

The definitions set out in the table below apply in this policy:

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

Expected Placement Date	the date on which an adoption agency or local authority expects that it will place a child into your care with a view to adoption.
Ordinary Adoption Leave (OAL)	a period of up to 26 weeks' leave available to all employees who qualify for adoption leave.
Additional Adoption Leave (AAL)	a further period of up to 26 weeks' leave immediately following OAL.
Relevant Period	your average weekly earnings during the eight-week period ending with the Qualifying Week.

11.2 Entitlement to adoption leave

Adoption leave is only available if you are adopting through a UK adoption agency, or you are a local authority foster parent who has been approved as a prospective adopter. It is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative. You are entitled to adoption leave if you meet all the following conditions:

- an adoption agency or local authority has given you written notice that it has matched you with a child for adoption, or that it will be placing a child with you under a fostering for adoption arrangement, and tells you the Expected Placement Date; and
- you have notified the agency that you agree to the child being placed with you on the Expected Placement Date.

In a surrogacy case, you are entitled to adoption leave if all the following conditions are met:

- A surrogate mother gives birth to a child who is biologically your child, the child of your spouse or partner, or the child of both of you.
- You expect to be given parental responsibility for the child under a parental order from the court. The child must live with you and you must apply for the parental order within six months of the child's birth.

Only one parent can take adoption leave. If your spouse or partner takes adoption leave with their employer you will not be entitled to adoption leave but you may be entitled to take paternity leave (see our Paternity Leave Policy) and/or Shared Parental Leave (see our Shared Parental Leave Policy). The maximum adoption leave entitlement is 52 weeks consisting of OAL and AAL.

11.3 Notification requirements: Adoption cases

You must give us notice in writing of:

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

This notice should be given not more than seven days after the agency or local authority notifies you in writing that it has matched you with a child (or where this is not reasonably practicable as soon as reasonably practicable). At least 28 days before your Intended Start Date (or, if this is not possible, as soon as you can), you must also provide us with:

- a Matching Certificate from the adoption agency confirming:
  - the agency's name and address;

- the date you were notified of the match; and
- the Expected Placement Date.

- written confirmation that you intend to take statutory adoption leave and not statutory paternity leave.

We will write to you within 28 days to inform you of the date you would be due to return to work (your Expected Return Date) assuming you take your full entitlement to adoption leave.

11.4 Notification requirements: Surrogacy cases

In a surrogacy case, you must tell us in writing of your intention to take adoption leave and give the Expected Week of Childbirth (EWC). You must give us this information by the end of the 15th week before the EWC, or if that is not reasonably practicable as soon as reasonably practicable. You must also complete a declaration confirming your entitlement. We will write to you within 28 days to confirm your Expected Return Date assuming you take your full entitlement to adoption leave. When the child is born you must tell us the date of birth.

11.5 Starting adoption leave

In adoption or fostering for adoption cases, 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. If you want to change your Intended Start Date you must confirm this in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new Intended Start Date if you are bringing the date forward). We will then write to you within 28 days to tell you your new Expected Return Date.

In a surrogacy case, OAL will start on the day the child is born, unless you are at work, in which case it will start on the following day. You cannot change the start date.

Shortly before your adoption 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, training and work-related social events.

11.6 Statutory Adoption Pay

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

- you have been continuously employed for at least 26 weeks at the end of your Qualifying Week and are still employed by us during that week;
- your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the Government; and
- you have given us the relevant notifications.

SAP is payable as follows:

- first six weeks: SAP is paid at the Earnings-Related Rate of 90% of your average weekly earnings calculated over the Relevant Period;

- remaining 33 weeks: SAP is paid at the Prescribed Rate which is set by the Government for the relevant tax year, or the Earnings-Related Rate if this is lower.

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

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

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

whichever is the later.

11.7 Terms and conditions during OAL and AAL

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

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

11.8 Annual leave

During OAL and AAL, annual leave will accrue at the rate provided under your contract. In cases where a period of adoption leave lasts beyond the end of the holiday year, any holiday entitlement for the year that is not taken or cannot reasonably be taken before starting your adoption leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your manager's discretion.

You should discuss your holiday plans with your manager in good time before starting your adoption leave. All holiday dates are subject to approval by your manager.

11.9 Pensions

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

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

11.10 Redundancies during adoption leave

In the event that your post is affected by a redundancy situation occurring after you have informed us of your intended start date for adoption leave or during a period of 18 months after the adoption date, 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. In such circumstances Employees shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

11.11 Disrupted adoption

Adoption leave is disrupted if it has started but:

- you are notified that the placement will not take place;
- the child is returned to the adoption agency after placement; or
- the child dies after placement.

In a surrogacy case, adoption leave is disrupted where you do not apply for a parental order within the relevant time, or the court does not grant a parental order and the time limit for appeal or further application has expired, or where the child dies.

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

11.12 Keeping in touch

We may make reasonable contact with you from time to time during your adoption leave. You may work (including attending training) for up to ten days during adoption leave without bringing your adoption leave to an end. This is not compulsory and arrangements, including any additional pay, would be discussed and agreed with your manager. You will be paid your normal basic rate of pay for time spent working on a Keeping in Touch Day and this will be inclusive of any adoption pay entitlement. 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).

11.13 Expected return date

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.

11.14 Returning early

If you wish to return to work earlier than the Expected Return Date, you must give us at least eight weeks' notice. It is helpful if you give this notice in writing. If you do not give enough notice, we may postpone your return date until four weeks (or eight weeks as appropriate) after you gave notice, or to the Expected Return Date if sooner.

11.15 Returning late

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

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

If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply. In any other case, late return will be treated as unauthorised absence.

11.16 Your rights when you return

You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been had you not been absent. However, if you have taken any period of AAL or more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

11.17 Deciding not to return

If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of adoption leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period. Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement. This does not affect your right to receive SAP.

11.18 Switching to Shared Parental Leave

In some cases, you and your spouse or partner may be eligible to opt into the SPL scheme which gives you more flexibility to share the leave and pay available in the first year after birth. Your partner should check with their employer if they are eligible. You would need to give us at least eight weeks' written notice to end your adoption leave and opt into SPL. You can give this notice before or after the child is placed with you, but you must take at least two weeks adoption leave. You would then be able to share any remaining leave with your partner. For further information about how SPL works, see our Shared Parental Leave Policy.

11.19 Returning to work part-time

We will deal with any requests by employees to change their working patterns (such as working part time) after adoption leave on a case-by-case basis. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working though we may not be able to accommodate your wishes in all cases if 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. Shared Parental Leave policy

This policy applies to all our employees, whether they are the mother or the partner. If it is only the mother who is employed by the Company, her partner must submit any notifications to take Shared Parental Leave to his or her own employer, if he/she wants to take a period of Shared Parental Leave.

Similarly, if only the partner who is employed by the Company, the mother must submit any notifications to take Shared Parental Leave to her own employer. In some situations, a mother who is sharing parental leave with one of our employees may not have an employer, so she would have to provide some information to allow for Shared Parental Leave, and pay if appropriate.

The mother and the partner should ensure that they are each liaising with their own employer to ensure that requests for Shared Parental Leave are handled properly. Inevitably, there will be a sharing of some personal data in these circumstances, which would be lawful as it would be necessary to share it for the purposes of implementing Shared Parental Leave.

12.1 How much Shared Parental Leave can be taken?

There is a minimum amount of maternity leave that a mother has to take before she can share parental leave, as Shared Parental Leave cannot start before the end of the Compulsory Maternity Leave Period. How much leave is shared will depend on when the mother brings her maternity leave period to an end and the amount of leave that the other parent takes in respect of the child. You can request to take Shared Parental Leave in one continuous block (in which case we are required to accept the request as long as you qualify for Shared Parental Leave and complies with the notice requirements), or as a number of discontinuous blocks of leave (in which case you need our agreement). A maximum of three requests for leave per pregnancy can normally be made by each parent.

Compulsory Maternity Leave limits when a partner can take Shared Parental Leave, as the compulsory maternity leave period must end, and the parents can take 50 weeks as a maximum amount of Shared Parental Leave (or 48 weeks if the mother is a factory worker). Mothers often start maternity leave before giving birth, so the maximum amount of leave that would be shared in practice is likely to be less.

However, a partner can take Shared Parental Leave at any time from the date of the child's birth, so both mother and partner can be off work at the same time, but sharing parental leave in this way would mean that any statutory paternity leave and pay for the partner would be lost, i.e. if a partner opts for Shared Parental Leave that overlaps with Statutory Paternity Leave (and Pay), then the Shared Parental Leave only applies. The mother and partner must take any Shared Parental Leave within 52 weeks of the birth or adoption.

12.2 Who qualifies to take Shared Parental Leave?

For employees to qualify to take Shared Parental Leave, both parents must qualify for it under the requirements set out in law. The starting point is a mother qualifying for Maternity Leave.

A mother qualifies for Shared Parental Leave if she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with us until the week before any period of Shared Parental Leave that she takes;

- has, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- is entitled to statutory maternity leave in respect of the child; and
- complies with the requirement to provide a notice about her maternity leave curtailment requirements (or has returned to work before the end of statutory maternity leave), and had met the Shared Parental Leave notice and evidence requirements, which are explained in this policy.

Additionally, in order for a mother to qualify for Shared Parental Leave, the partner must meet the following conditions:

- have been employed or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the current maternity allowance threshold for any 13 of those 66 weeks; and
- have, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child.

Note that the number of children born or expected as a result of pregnancy does not change the amount of Shared Parental Leave that can be taken for either the mother or the partner.

The partner qualifies for Shared Parental Leave if he/she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with us until the week before any period of Shared Parental Leave that he/she takes;
- has, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- complies with the relevant Shared Parental Leave notice and evidence requirements.

In addition, for the partner to qualify for Shared Parental Leave, the mother must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the current maternity allowance threshold for any 13 of those 66 weeks;
- have, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- be entitled to statutory maternity leave, statutory maternity pay or maternity allowance in respect of the child; and
- comply with the relevant maternity leave or pay curtailment requirements (or have returned to work before the end of statutory maternity leave).

12.3 Notice requirements for Shared Parental Leave

An employee wishing to take advantage of Shared Parental Leave will have to provide a formal written notice to us, and your partner will have to formally notify his/her employer too. The notices that the either a mother or partner must give to the relevant employer be able to take Shared Parental Leave are made up of three elements. They are:

- a "maternity leave curtailment notice" from the mother setting out when she proposes to end her maternity leave (unless the mother has already returned to work from maternity leave);
- a "notice of entitlement and intention" from the employee giving an initial, non-binding indication of each period of Shared Parental Leave that he/she is requesting; and
- a "period of leave notice" from the employee setting out the start and end dates of each period of Shared Parental Leave that he/she is requesting.

The notice periods set out below are the minimum required by law. However, the earlier you inform us of your intentions, the more likely it is that we will be able to accommodate your wishes, particularly if you want to take periods of discontinuous leave.

Employees are advised that, if they have already decided the pattern of Shared Parental Leave that they would like to take, they can provide more than one type of notice at the same time. For example, the mother could provide a maternity leave curtailment notice, notice of entitlement and intention and period of leave notice at the same time. Similarly, the partner could provide his/her notice of entitlement and intention and period of leave notice at the same time.

12.4 The Mother's notice to curtail her maternity leave

In order to share parental leave, the mother must either return to work before the end of her maternity leave (which requires her giving the required 8 weeks' notice of her planned return) or provide her employer with a ‘maternity leave curtailment notice’. The maternity leave curtailment notice must be in writing and state the date on which maternity leave is to end. That date must be:

- after the compulsory maternity leave period, which is the 2 weeks (or 4 weeks for factory workers) after birth;
- at least 8 weeks after the date on which the mother gave the maternity leave curtailment notice to her employer; and
- at least 1 week before what would be the end of the additional maternity leave period.

The mother must provide her maternity leave curtailment notice at the same time she provides either her notice of entitlement and intention or a declaration of consent and entitlement signed by the mother confirming that her partner has given his/her employer a notice of entitlement and intention.

12.5 Withdrawing a maternity leave curtailment notice

The mother can withdraw her notice curtailing her maternity leave in limited circumstances. The withdrawal of a maternity leave curtailment notice must be in writing and can be given only if the mother has not already returned to work. A mother can withdraw her maternity leave curtailment notice if:

- it is discovered that neither the mother nor the partner are entitled to Shared Parental Leave or statutory shared parental pay and the mother withdraws her maternity leave curtailment notice within 8 weeks of the date on which the notice was given;
- the maternity leave curtailment notice was given before the birth of the child and the mother withdraws her maternity leave curtailment notice within six weeks of the child's birth; or
- the partner has died.

12.6 Employee's notice of entitlement and intention

The employee, whether the mother or the partner, must provide us with a notice of entitlement and intention to take Shared Parental Leave. A notice of this type does not commit the employee to take Shared Parental Leave, as the notice can be revoked and a new one given, as explained in this policy. A notice must:

- be in writing, and,
- be provided at least 8 weeks before the start date of the first period of Shared Parental Leave to be taken by the employee.

Furthermore, the employee's notice of entitlement and intention is required to set out the following information. If the employee taking leave from us is the mother:

- the mother's name;
- the partner's name;
- the start and end dates of any statutory maternity leave taken or to be taken by the mother;
- the total amount of Shared Parental Leave available, this should be worked out and do seek advice if you wish to check the amount that you think is available;
- the child's expected week of birth and the child's date of birth (although, if the child has not yet been born, the date of birth must be provided as soon as reasonably practicable after birth, and before the first period of Shared Parental Leave to be taken by the mother);
- how much Shared Parental Leave the mother and partner each intend to take; and
- an indication as to when you intend to take Shared Parental Leave (including the start and end dates for each period of leave). Note that the indication of when you intend to take Shared Parental Leave can be changed.

The mother's notice of entitlement and intention must include a declaration signed by her that:

- she meets, or will meet, the requirements to qualify to take Shared Parental Leave;
- the information she gives in the notice of entitlement and intention is accurate; and
- she will immediately inform us if she ceases to care for the child.

In addition, the mother's notice of entitlement and intention must include a declaration signed by her partner:

- specifying the partner's name, address, and national insurance number (or declaring that the partner does not have a national insurance number);
- declaring that the partner satisfies, or will satisfy, the conditions set out above;
- declaring that the partner is the father of the child, or is married to, the civil partner of, or the partner of, the mother;
- declaring that the partner consents to the amount of leave that the mother intends to take; and
- declaring that the partner consents to the mother's employer processing the information in the partner's declaration.

If the employee taking leave from us is the partner:

- the partner's name;

- the mother's name;
- the start and end dates of any periods of statutory maternity leave, statutory maternity pay or maternity allowance taken or to be taken by the mother;
- the total amount of Shared Parental Leave available;
- the child's expected week of birth and the child's date of birth (although, if the child has not yet been born, the date of birth must be provided as soon as reasonably practicable after birth, and before the first period of Shared Parental Leave to be taken by the partner);
- how much Shared Parental Leave the partner and mother each intend to take; and
- an indication as to when you intend to take Shared Parental Leave (including the start and end dates for each period of leave). Note that the indication of when you intend to take Shared Parental Leave can be changed.

The partner's notice of entitlement and intention must include a declaration signed by the partner that:

- he/she meets, or will meet, the requirements to qualify to take Shared Parental Leave;
- the information given by the partner in the notice of entitlement and intention is accurate; and
- he/she will immediately inform us if he/she ceases to care for the child or if the mother informs him/her that she no longer meets the requirement to have curtailed her maternity leave or pay period.

In addition, the partner's notice of entitlement and intention must include a declaration signed by the mother:

- specifying the mother's name, address, and national insurance number (or declaring that the mother does not have a national insurance number);
- declaring that the mother satisfies, or will satisfy, the conditions set out above and she will notify the partner if she no longer qualifies for maternity leave, statutory maternity pay or maternity allowance;
- declaring that the mother consents to the amount of leave that the partner intends to take;
- declaring that she will immediately inform the employee if she no longer meets the requirement to have curtailed her maternity leave or pay period; and
- declaring that the mother consents to the partner's employer processing the information in the mother's declaration.

Within 14 days of receiving a notice of entitlement and intention from you, whether you are the mother or partner, we can request from you:

- a copy of the child's birth certificate (or, if the child has not been born, a copy of the birth certificate within 14 days of the birth - if the birth certificate has yet to be issued after this period, a signed declaration stating the date and location of the child's birth would be sufficient); and
- the name and address of the other parent's employer (or a declaration that the other parent has no employer).

You have 14 days from the date of the request to send us the required information.

12.7 Variation or cancellation of notice of entitlement and intention

You can vary or cancel your proposed Shared Parental Leave dates following the submission of a notice of entitlement and intention, provided that he/she provides us with a written notice. The written notice must contain:

- an indication as to when you intend to take Shared Parental Leave (including the start and end dates for each period of leave);
- details of any periods of Shared Parental Leave that have been notified through a period of leave notice;
- details of any periods of statutory shared parental pay that have been notified in relation to periods where Shared Parental Leave was not to be taken; and
- a declaration signed by the mother and the partner that they agree to the variation.

Any indication of leave intended to be taken that you provide in a 'variation of notice of entitlement and intention' can be changed up until when you provide a period of leave notice in relation to that period of leave. There is no limit on the number of variations of notice of entitlement and intention that you can make. However, you may only give a maximum of three notices to take leave.

12.8 The Employee's period of leave notice

To take a period of Shared Parental Leave, you as an employee must provide us with a written notice setting out the start and end dates of each period of Shared Parental Leave requested in that notice.

A period of leave notice must be given not less than 8 weeks before the start date of the first period of Shared Parental Leave requested in the notice. The notice may be given at the same time as a notice of entitlement and intention and can be a request for a continuous period of leave or discontinuous periods of leave.

12.9 Variation or cancellation of period of leave notice

You can vary or cancel your proposed Shared Parental Leave dates after you give a period of leave notice, provided that you provide your employer with a written notice not less than 8 weeks before any period of leave varied or cancelled by the notice is due to commence. The written notice can:

- vary the start date or the end date of any period of Shared Parental Leave or cancel a request for leave;
- request that a continuous period of leave become discontinuous periods of leave; or
- request that discontinuous periods of leave become a continuous period of leave.

12.10 Limit on number of requests for leave

You can provide a combined total of up to three period of leave notices or variations of period of leave notices per pregnancy, although we may waive this limit in some circumstances.

12.11 Continuous period of Shared Parental Leave

If you submit a period of leave notice requesting one continuous period of leave, you will be entitled to take that period of leave.

12.12 Discontinuous periods of Shared Parental Leave

You may submit a period of leave notice requesting discontinuous periods of leave. For example, the mother and partner could request a pattern of leave from their respective employers that allows them to alternate childcare responsibilities, but only in weekly blocks.

If you submit a period of leave notice requesting discontinuous periods of leave, we, in the 2 weeks beginning with the date the period of leave notice was given, can:

- consent to the pattern of leave requested;
- propose an alternative pattern of leave; or
- refuse the pattern of leave requested.

If agreement is reached within those two weeks, you are entitled to take the leave on the dates agreed.

If no agreement has been reached within that two-week discussion period, you are entitled to take the leave as one continuous period of leave. In that event, you must choose a start date for the leave that is at least 8 weeks from the date on which the period of leave notice was originally given. You must notify us of that date within five days of the end of the two-week discussion period. If you do not choose a start date within five days of the end of the two-week discussion period, your period of continuous leave will start on the date of the first period of leave requested in the period of leave notice.

Alternatively, if we have refused the request or no agreement has been reached during the two-week discussion period, you may withdraw a period of leave notice requesting discontinuous periods of leave. You can withdraw a period of leave notice at any time on or before the 15th day after the period of leave notice was given. A notice for discontinuous leave that has been withdrawn before it is agreed does not count towards the total number of requests for leave that you can make.

12.13 Amount of shared parental pay available

Statutory shared parental pay is available for eligible parents to share between them while on Shared Parental Leave. The number of weeks' statutory shared parental pay available to the parents will depend on how much statutory maternity pay or maternity allowance the mother has been paid when her maternity leave or pay period ends.

A total of 39 weeks' statutory maternity pay or maternity allowance is available to the mother. As there is a compulsory maternity leave period of 2 weeks (or 4 weeks for factory workers), this means that a mother who ends her maternity leave at the earliest opportunity could share up to 37 weeks' statutory shared parental pay with her partner (or 35 weeks' statutory shared parental pay if she is a factory worker) In practice, it will normally be less than this because of the maternity leave that mothers usually take before the birth.

Any statutory shared parental pay due during Shared Parental Leave will be paid at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate.’

It is up to the parents as to who is paid the statutory shared parental pay and how it is apportioned between them.

12.14 Qualifying for Statutory Shared Parental Pay

For employees to qualify for statutory shared parental pay, both parents must meet certain requirements.

12.15 For a Mother to qualify for Statutory Shared Parental Pay

The mother qualifies for statutory shared parental pay if she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with her employer until the week before any period of shared parental pay that she gets;
- has normal weekly earnings for a period of 8 weeks ending with the 15th week before the expected week of childbirth of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- is absent from work and intends to care for the child during each week in which she receives statutory shared parental pay; and
- is entitled to statutory maternity pay in respect of the child, but the maternity pay period has been reduced.

In addition, for the mother to qualify for statutory shared parental pay, the partner must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- have average weekly earnings of at least the current maternity allowance threshold for any 13 of those 66 weeks.

12.16 For a Partner to qualify for Statutory Shared Parental Pay

The partner qualifies for statutory shared parental pay if he/she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with his/her employer until the week before any period of shared parental pay that he/she gets;
- has normal weekly earnings for 8 weeks ending with the 15th week before the expected week of childbirth of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- is absent from work and intends to care for the child during each week in which he/she receives statutory shared parental pay.

In addition, for the partner to qualify, the mother must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;

- have average weekly earnings of at least the current maternity allowance threshold for any 13 of those 66 weeks;
- have, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child; and
- be entitled to statutory maternity pay or maternity allowance in respect of the child, but the maternity pay period or maternity allowance period has been reduced.

12.17 Rights during Shared Parental Leave

During Shared Parental Leave, all terms and conditions of the employee's contract except normal pay will continue. Your normal pay will be replaced by statutory shared parental pay if the employee qualifies for it.

This means that, while sums payable by way of pay will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue. Pension contributions will continue to be paid. Employees who receive benefits such as life assurance and private medical insurance will remain in the schemes.

12.18 Contact during Shared Parental Leave

We reserve the right to maintain reasonable contact with employees during Shared Parental Leave. This may be to discuss employees' plans for their return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence.

An employee can agree to work for us (or to attend training) for up to 20 days during Shared Parental Leave without that work bringing the period of his/her Shared Parental Leave and pay to an end. These are known as "shared-parental-leave-in-touch" (SPLIT) days.

We have no right to require employees to carry out any work and employees have no right to undertake any work during their Shared Parental Leave. Any work undertaken, and the amount of salary paid for any work done on SPLIT days, is entirely a matter for agreement between employees and us.

If you are entitled to receive statutory shared parental pay for any week during which you attend work for SPLIT days, you will still receive this in the usual way. In addition, we will also pay you for each hour that you work during a SPLIT day, and we will discuss this further with you.

12.19 Returning to work following Shared Parental Leave

An employee has the right to resume working in the same job when returning to work from Shared Parental Leave if the period of leave, when added to any other period of Shared Parental Leave, statutory maternity leave or statutory paternity leave taken by that employee in relation to the same child, is 26 weeks or less.

If an employee is returning to work from Shared Parental Leave and the period of leave taken is more than 26 weeks, when added to any other period of Shared Parental Leave, statutory maternity or paternity leave taken in relation to the same child, or was the last of two or more consecutive periods of statutory leave that included a period of ordinary parental leave of more than 4 weeks, or a period of additional maternity leave, the employee has the right to return to the same job unless this is not reasonably

practicable. In these circumstances, if it is not reasonably practicable for us to permit a return to the same job, that employee has the right to return to another job that is suitable and appropriate for him/her.

13. Flexible working policy

Employees, irrespective of length of service, have the right to request flexible working and to have their request considered seriously by their employer.

13.1 Requests for flexible working

A request for flexible working could include a request for a change to the number of hours that the employee works, a request for a change to the pattern of hours worked, a request to job share or a request to perform some or all of the work from the employee's home.

All requests must be made in writing to your line manager. Any request made under this policy must include:

- the date of the application;
- the changes that the employee is seeking to his/her terms and conditions;
- the date on which the employee would like the terms and conditions to come into effect;
- a statement that this is a statutory request;
- whether or not the employee has made a previous application for flexible working; and
- if the employee has made a previous request, when the employee made that application.

Where the request is being made by a disabled person as part of a request for a reasonable adjustment to his/her working arrangements, the employee should state this in the written application.

Employees can only make two flexible working requests in any 12-month period.

13.2 Meeting to discuss a flexible working request

Once the line manager receives the request, it will be dealt with as soon as possible, but no later than the deadline set out below. The line manager will usually arrange a meeting to deal with the request.

An employee should be given the right to be accompanied by a work colleague at any flexible working meeting that may result in a final decision being made.

13.3 Outcome of a flexible working request

After the meeting, the line manager will consider the proposed flexible working arrangements carefully, weighing up the potential benefits to the employee and to the Company against any adverse impact of implementing the changes. Each request will be considered on a case-by-case basis and agreeing to one request will not set a precedent or create the right for another employee to be granted a similar change to his/her working pattern.

The employee will be informed in writing of the decision as soon as is reasonably practicable after the meeting, but no later than the deadline set out below. The request may be granted in full or in part: for example, the Company may propose a modified version of the request, the request may be granted on a temporary basis, or the employee may be asked to try the flexible working arrangement for a trial period. The employee will be given the right to appeal the decision if the employee's request is not upheld or is upheld in part.

13.4 Reasons for turning down a flexible working request

The line manager will give reasons for the rejection of any request. Those reasons must be for one or more prescribed business reasons, which are:

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

The line manager must not reject a request for any other reason.

13.5 Flexible working requests that are granted

If the request is upheld, the employee and the line manager will discuss how and when the changes will take effect. Any changes to terms and conditions will be put in writing and sent to the employee as an amendment to his/her contract of employment as soon as is reasonably practicable.

13.6 Timescales

All requests will be dealt with within a period of two months from first receipt to notification of the decision on appeal. The line manager should hold the meeting within 21 days of receiving the request and notify the decision to the employee in good time so that there is enough time for any appeal to be concluded. Employees who are dissatisfied with the outcome of their request are allowed to lodge an appeal within 14 days of the notification, with the appeal to be heard within 14 days. The employee will be informed of the outcome of his/her appeal in good time following the appeal meeting. These time limits may be extended where both the employee and employer are in agreement.

13.7 Problems with a flexible working request

If an employee is dissatisfied or unclear at any stage throughout the process, he/she should contact a senior member of the management team.

If an employee fails to attend a meeting, including an appeal meeting, and then fails to attend a rearranged meeting without good reason, his/her application will be deemed to have been withdrawn.

14. Agreed absence

14.1 Compassionate / Bereavement Leave

The company will be sympathetic towards requests for compassionate leave or bereavement leave. In the unfortunate circumstance that there is a bereavement of one of your immediate family (spouse, mother, father, sister, brother, son or daughter) please discuss your situation with your line manager.

In this situation the company will offer you 3 days paid leave. Any additional leave required can be taken as unpaid leave or holiday.

Bereaved parents (or adults with parental responsibility) who suffer the loss of a child under the age of 18 are entitled to a minimum of 2 weeks bereavement leave irrespective of length of service and, if they have 26 weeks continuous service with the Company, will receive a payment during such weeks which is equivalent to the value of the published statutory parental bereavement pay level (or 90% of earnings if lower). Adults with parental responsibility include adopters, foster parents and guardians and the entitlement also applies to parents who suffer a still birth after 24 weeks of pregnancy. Parents can take up to two weeks' leave, either in one block of two weeks or in two blocks of one week, within 56 weeks of the relevant date of bereavement.

The company will also be sympathetic to individual requests for annual leave to cover other contingencies relating to a bereavement.

14.2 Emergency Time Off for Dependents

Under certain circumstances you may be granted a reasonable amount of unpaid leave to deal with incidents involving a "dependant". A dependant is defined as the employee's parent, partner, child or someone else who lives as part of the family, for example somebody for whom the employee is the main carer. Some examples of family emergencies could be:

- To help when a dependant falls ill or is injured.
- To cope when the arrangements for caring for a dependant unexpectedly breaks down.
- When a dependant gives birth.
- When a dependant dies.
- To deal with an unexpected incident involving a dependent child during school hours or on a school trip.

There is no entitlement for leave for family emergencies to be paid and it may also be appropriate for the employee to take annual leave in some cases.

During a period of leave for family emergencies employees must advise their Line Manager at the earliest opportunity if they need more time off work than anticipated to deal with the emergency.

Due to the nature of emergency leave, there are no minimum notice requirements. However, before taking leave, employees must speak to their Line Manager, or if unavailable the departmental Manager. Email & texting are not acceptable forms of communication of the intention to take leave.

Taking emergency leave without providing notification and/or using inappropriate media, as detailed above, may result in disciplinary action.

14.3 Parental Leave

There will be occasions when working parents wish to take time off work to care for or spend time with their child or children. This policy reflects the statutory right of employees with at least one year's continuous service to take up to 18 weeks' unpaid parental leave in respect of each child.

No-one will be subjected to a detriment for taking or seeking to take parental leave in accordance with this policy.

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

14.4 Entitlement to Parental Leave

Employees who fulfil the criteria set out below are entitled to take up to 18 weeks' parental leave in relation to each child for whom they are responsible. Any parental leave that employees take in relation to a child while working for another employer counts towards their 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 manager.

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

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

You have responsibility for a child 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, or a step-parent who has a parental responsibility agreement or parental responsibility order.

14.5 Timing of Parental Leave

You can take parental leave before the child's 18th birthday. With regard to taking leave you:

- can only take parental leave in blocks of a week's leave or a multiple of a week's leave; 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.

14.6 Notification requirements

You must give your manager written notice of your intention to take parental leave. 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.

If you wish to take a period of parental leave immediately after a period of paternity leave, you should give your manager written notice of that intention at least 21 days before the start of the EWC (or EWP, if applicable). If this is not possible, you should give as much notice as you can.

14.7 Evidential requirements

Before you take a period of parental leave under this policy, you must provide us with evidence of:

- your responsibility or expected responsibility for the child;
- the child's date of birth or date of adoption placement; and
- if applicable, the child's entitlement to a disability living allowance.

For details of what evidence is required in your particular circumstances, or if you have difficulties obtaining the evidence, please contact your manager.

14.8 Our right to postpone Parental Leave

Where you give notice of your intention to take parental leave on the birth or adoption of a child, we shall not postpone that leave. We shall not postpone parental leave if the postponement would result in the leave being taken after the child's 18th birthday. However, in any other circumstances we might postpone a proposed period of parental leave for up to six months where the leave as planned would unduly disrupt our business. We might do so, for example, where:

- you wish to take parental leave during a peak period;
- a number of employees wish to take parental leave at the same time;
- your work is of importance to a time-critical project; or
- cover for your work cannot be found before the date on which your parental leave is due to start.

If we decide to postpone your parental leave, we shall:

- consult with you about the date to which the leave might be postponed; and
- no more than seven days after you gave notice of your intention to take the leave, give you written notice stating the reason for the postponement and the new beginning and end dates of the leave which we will allow you to take.

14.9 Terms and conditions during Parental Leave

Parental leave under this policy is unpaid. Your contractual provisions relating to pay and benefits are suspended during parental leave. 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. Your holiday entitlement will also continue to accrue. During parental leave you will remain 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 obligations regarding notification of other work activities (for example, by working for a third party).

14.10 Pensions

If you are a member of a defined contribution (money purchase) pension scheme, we shall not make contributions during a period of unpaid parental leave.

14.11 Returning to work

You are normally entitled to return to work following parental leave 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. However, it might not be possible for us to allow you to return to the same job where your period of parental leave has been longer than four weeks, or has been combined with a period of additional maternity, additional adoption, paternity or shared parental leave. In such circumstances, we will offer you a suitable and appropriate alternative position.

14.12 Flexible working

We will deal with any requests by employees to change their working patterns (such as working part-time) after parental 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 our business. It is helpful if flexible working requests are made as early as possible.

Where an employee takes a period of parental leave under this policy for purposes other than spending time with or otherwise caring for their child, this will be dealt with as a disciplinary issue under our Disciplinary Procedure.

15. Bereaved Partner's Paternity Leave

15.1 Purpose

This policy sets out the support available to employees whose spouse, civil partner, or partner dies in connection with childbirth or shortly after the birth of a child. The Company recognises the significant emotional and practical challenges faced by bereaved partners and is committed to providing compassionate leave arrangements to support employees during this period.

Bereaved Partner's Paternity Leave allows an employee to take time off work to care for their child if the child's mother, main adopter, or main intended parent dies while the child is under one year old.

15.2 Scope

This policy applies to eligible employees who become the primary carer of a child following the death of the child's mother, birth parent, or their partner in circumstances related to childbirth or during the postnatal period.

15.3 Eligibility

You may qualify if:

- You are the child's father, or the spouse/partner of the mother, main adopter, or intended parent.
- The deceased parent died on or after 6 April 2026.
- The child is under 12 months old (or has been adopted/placed with you within the last year).
- You have the main caring responsibility for the child.

There is no minimum length of service requirement.

15.4 How much leave can be taken?

- You can take up to 52 weeks of unpaid leave.
- The leave can start from the day after the death of the mother, main adopter, or intended parent.
- It must be taken as one continuous block and generally must end by the child's first birthday (or the first anniversary of adoption placement).

15.5 Notification Requirements

The Company understands that employees may not be able to comply with normal notification procedures during a bereavement.

Employees, or someone acting on their behalf, should notify their line manager as soon as reasonably possible of:

- The bereavement;
- The anticipated start date of leave; and
- The expected duration of leave.

Reasonable flexibility will be applied regarding notice requirements.

15.6 Is the leave paid?

There is no statutory pay attached to Bereaved Partner's Paternity Leave.

15.7 Employment protections

While on Bereaved Partner's Paternity Leave, employees retain key employment rights, including:

- Protection of continuity of employment.
- Accrual of annual leave.
- The right to return to work.

15.8 Returning to Work

Employees returning from Bereaved Partner's Paternity Leave will normally return to their existing role. Line managers should meet with the employee before the planned return date to discuss a suitable return-to-work plan.

15.9 Example

If a baby's mother dies three weeks after childbirth, the surviving father or partner can begin Bereaved Partner's Paternity Leave the next day and may remain on leave until the child's first birthday, giving them time to care for the child during an exceptionally difficult period.

This entitlement is separate from ordinary paternity leave and other family-related leave rights such as Shared Parental Leave, Neonatal Care Leave, or Parental Bereavement Leave.

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You may qualify if:

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- The deceased parent died on or after 6 April 2026.
- The child is under 12 months old (or has been adopted/placed with you within the last year).
- You have the main caring responsibility for the child.

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- The bereavement;
- The anticipated start date of leave; and
- The expected duration of leave.

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There is no statutory pay attached to Bereaved Partner's Paternity Leave.

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While on Bereaved Partner's Paternity Leave, employees retain key employment rights, including:

- Protection of continuity of employment.
- Accrual of annual leave.
- The right to return to work.

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If a baby's mother dies three weeks after childbirth, the surviving father or partner can begin Bereaved Partner's Paternity Leave the next day and may remain on leave until the child's first birthday, giving them time to care for the child during an exceptionally difficult period.

This entitlement is separate from ordinary paternity leave and other family-related leave rights such as Shared Parental Leave, Neonatal Care Leave, or Parental Bereavement Leave.

17. Statutory Carer's Leave

This leave is intended for planned and foreseen caring commitments. If the situation is urgent, employees have the legal right to take a reasonable amount of time off work to deal with an emergency involving someone who relies on them for help (see Emergency Time Off For Dependants).

Employees, irrespective of length of service, have the right to 1 week of unpaid leave during a leave year to care for a dependant(s) with 'long term needs' such as:

- A condition that meets the definition of the Disability Discrimination Act;
- An illness/injury that will need care for 3 months or more;
- Old age.

1 Week is the maximum period that can be taken as Carer's Leave in any given leave year, irrespective of the number of dependants an employee is caring for.

Carer's Leave can be taken in half or full days up to a maximum of a 1-week block.

Carer's Leave can be used to cover a range of caring situations. These could include things like taking someone to a medical appointment, supporting someone with personal care, arranging visits with health professionals or organising care for the future.

Employees do not need to provide evidence that they are a Carer to take Carer's Leave, though they must provide written notice of their intention to take Carer's Leave and state that they are a Carer within their written notice. To take Carer's Leave an employee must provide the following periods of notice:

- at least three days in advance if you are requesting a half day, or single day, of leave;
- at least twice as many days as your requested leave period if you are applying for two or more consecutive days' leave. (For example, if your request is for two days leave, you will need to give four days' notice).

A request for Carer's Leave cannot be rejected but a request may be postponed for a period if the Company reasonably considers that the operation of the business would be unduly disrupted if the leave was approved.

18. Jury duty

Employees summoned for Jury Service or as a witness will be granted leave of absence without prejudice to normal holiday entitlement. Time off for a witness or Jury Service is unpaid, but the company will make up the difference between the employee's basic rate of pay and the Loss of Earnings compensation provided by the court. The company will also pay the employee's National Insurance Contributions whilst the employee is on Jury Service.

Employees called for Jury Service must:

a. forward the 'Jurors Loss of Earnings' form to their manager.
b. be advised to claim the maximum Loss of Earnings Allowance from the court.
c. at the end of their jury service, provide a statement from the court showing the gross amount of compensation paid for loss of earnings.

If an employee has been summonsed for Jury Service, then the employee should inform management as soon as possible. The company may wish the employee to request a deferral of Jury Service, if their absence is likely to cause substantial injury to the operations of the company.

In the case of Employment Tribunal proceedings, the company reserves the right to determine the number of employees allowed paid absence to appear as witnesses.

Employees involved in any form of public duties must inform the company of their involvement upon appointment. Time off provision will not be unreasonably withheld providing that it does not disrupt the effectiveness of the business.

19. Service in Reserve Forces

An employee who is a Member of the Reserve Forces must advise their Manager at the earliest opportunity. Unless otherwise agreed with the company, time off must be taken as annual paid leave other than in times of national emergency.

In the event of mobilisation for active duty, a Reservist should inform their manager as soon as practicable. The company may wish to request a deferral of mobilisation, dependant on operational needs. Full consideration will be given to the rights of Reservists at all times.

The rights of Reservists to have their jobs kept open for them upon demobilisation will be respected.

20. Right to join a trade union

You have the legal right to choose whether or not to join a trade union.

If you choose to join a trade union, or choose not to join one, you are protected by law from unfair treatment because of that decision.

You may join the trade union of your choice, belong to more than one trade union, or leave a trade union at any time.

Further information about trade union membership rights is available from ACAS and GOV.UK.

21. Sickness absence policy

21.1 Notification

If you are absent from work for any reason that has not been pre-authorised, you must personally contact the Company by telephone to notify your Line Manager. On your first day of absence, you must report your absence to your Line Manager by no later than 1 hour after your normal start time explaining your reason for absence and when you expect to return to work. Email & texting are not acceptable forms of communication when notifying the Company of your absence.

You must keep the Company informed of your progress during your absence by maintaining contact with your Line Manager throughout your period of absence. Regular contact is required to enable the Company to effectively plan resource requirements.

During the first week of any absence, you must contact your Line Manager on a daily basis in order to provide an update regarding your condition. If absence becomes prolonged and extends beyond 1 week, you are required to contact your Line Manager on a weekly basis.

Failure without good cause to comply with these arrangements may result in disciplinary proceedings and a loss of pay.

Any absence of seven days or less should be covered by a self-certificate, absences of more than seven days need to be covered by a Statement of Fitness for Work from your GP. Failure to present the relevant certificate in a timely manner may result in non-payment of sickness benefit and/or SSP.

21.2 Absence review meeting

On occasions where a period of absence extends beyond 4 weeks in duration the Company will arrange an absence Review Meeting with the Employee. This meeting may take place either at the Company premises or at the Employee's home. The purpose of this meeting is to enable the Company to better understand the Employee's condition and to discuss any support that the Company may be able to provide to aid the employee’s recovery and to facilitate a return to work.

21.3 Medical review

In cases of prolonged absence, the Company may require you to attend an appointment with a Doctor or an Occupational Health Specialist. The purpose of an Occupational Health Review is to enable the Company to better understand your condition and for the Company gain expert advice with regard to any support that the Company may be able to provide. Following your attendance at a Medical review we will advise you on the medical advice received and will consider what, if any, appropriate action is to be taken.

21.4 Medical appointments

You are normally expected to ensure that any appointments made to visit a Doctor, Dentist, Optician, Physiotherapist, etc. are made in your own time and outside normal working hours. Time off for medical appointments will be granted, provided that the appointment is substantiated with an appointment card and prior permission from your Line Manager has been obtained.

21.5 Statutory Sick Pay

If you are eligible, your entitlement to Statutory Sick Pay (SSP) commences immediately when you begin employment with the Company. It is payable for a maximum period of 28 weeks, unless you have taken some entitlement with a previous employer.

The weekly rate of SSP payments is revised annually.

21.6 Sick pay during holidays

If you fall sick immediately before or on the first working day of a pre-booked holiday it may be treated as a sickness absence, enabling you to take the holiday at a later date. This will be at your Line Managers discretion and subject to the notification requirements described previously.

This will only be considered if you:

- Notify your Line Manager of the circumstances by telephone on the first working day of the absence.
- Provide medical evidence from your doctor or hospital. This must be dated on and related to the first working day of your absence. You must then submit this to your Line Manager as soon as possible.

In making a decision, your Line Manager will also consider your general attendance record. If your request is granted, you will be able to take these holidays at another mutually agreed time.

If, however, you fall sick after the first working day of your holiday, then that holiday will be deemed to have been taken, subject to your rights under the Working Time Regulations.

21.7 Conduct whilst on sick leave

In all cases of sickness or injury which necessitate absence from work, it is expected that you will do your utmost to facilitate a speedy recovery and return to work. The Company will not normally expect any employee who is absent from work through illness or injury to: -

- Participate in any sports, hobbies or social activities which are inconsistent with their illness or injury, or which can aggravate the illness or injury, or which could delay recovery.
- Undertake any other employment whether paid or unpaid.
- Engage in any activity which is inconsistent with the nature of the illness or injury. Should your period of absence be lengthened by involvement in any of the above, the Company may withhold sick pay and take further disciplinary action.

21.8 Access to medical records

In order to gain as much information about the employee's medical condition as possible, the Company may also request an employee’s permission to contact their GP and ask for a medical report on the employee's condition. The employee may ask to see a report before the Company or provide comments. Full details of the procedure would be provided in the event of any such request being made.

21.9 Returning to work

Upon return to work, you must inform your Line Manager if you are required to take any form of medication that could affect your ability to carry out your normal duties.

To ensure that the Company supports your return to work and does all it can to understand the causes of absence, a return-to-work meeting will be held. The return-to-work meeting will normally be held on the first day of your return or as soon as possible thereafter.

21.10 Leave of absence

In all cases other than those due to illness or injury, you must get permission from your Line Manager, prior to taking leave. If you take time off without prior authorisation, it will be deemed that you have breached Company procedures and may be liable to disciplinary action.

22. Redundancy procedure

This policy sets out the Company's approach to dealing with potential redundancies. It does not form part of employees' terms and conditions of employment and may be subject to change at the discretion of management.

Although the Company's policy is to avoid redundancies wherever possible, the needs of the business may from time to time require a reduction in the overall number of staff employed or organisational changes that result in some roles being made redundant.

Where this is necessary, the Company will ensure that:

- the total number of redundancies made is kept to a minimum;
- employees and, where appropriate, their representatives are fully consulted on any proposals and their implementation;
- selection for redundancy is based on clear criteria that will, as far as possible, be objectively and fairly applied;
- every effort is made to redeploy or find alternative work for employees selected for redundancy; and
- support and advice is provided to employees selected for redundancy to help them find suitable work when their employment has come to an end.

22.1 Voluntary redundancy

In order to minimise the need for compulsory redundancies, the Company may consider requests from employees for voluntary redundancies. Whether or not additional payments will be offered in relation to voluntary redundancies will be a matter for consultation and will depend on the circumstances.

The Company reserves the right at its absolute discretion to decline requests for voluntary redundancy.

22.2 Redundancy selection

Where it is necessary to make selection decisions for the purpose of redundancy from within a pool of employees the criteria used in selecting employees for redundancy will depend on the existing circumstances and the particular needs of the Company at the time. However, every effort will be made to construct a fair and robust set of criteria following appropriate consultations.

Individual employees who are provisionally selected for redundancy following the application of the criteria will be informed of the fact and invited to a meeting, at which time they will be given an opportunity to make representations to challenge the judgement involved in the application of the criteria or if they feel that there has been a mistake made within the process.

In certain circumstances, where stand-alone roles are considered for redundancy, it may not be appropriate to use selection criteria, but this will be discussed in consultation with the individuals concerned.

22.3 Alternative work

The Company will make every effort to redeploy to suitable alternative work any employee who is selected for redundancy. Such employees will be informed of all of the available vacancies within the Company and any associated employer at the time of their selection and will be given an opportunity to discuss with their line manager which vacancies are likely to be suitable for them. While priority will be given wherever possible to employees under threat of redundancy, the Company reserves the right to select the best available candidate in relation to any given vacancy.

Employees have a separate legal entitlement to be offered any suitable alternative work that is available if they are made redundant during pregnancy or during an 18-month period after the birth of a child (or adoption date).

22.4 Time off when under notice of redundancy

An employee under notice of redundancy will be entitled to a reasonable amount of paid time off to look for alternative work, attend interviews, etc. Employees wishing to take advantage of this right should make the appropriate arrangements with their line manager. Employees who are still within the contractual probationary period do not have the automatic legal right to paid time off work when under notice, but prior requests for time off will be considered sympathetically.

22.5 Termination of employment

Employees with two or more years' service may be entitled to a statutory redundancy payment. The amount of this payment will be confirmed when the employee is selected for redundancy, and the sum will be paid along with the employee's final salary payment.

23. Disciplinary procedure

The aims of this Disciplinary Procedure are to set out the standards of conduct expected of all staff and to provide a framework within which managers can work with employees to maintain satisfactory standards of conduct and to encourage improvement where necessary. It is our policy to ensure that any disciplinary matter is dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond before taking any formal action.

23.1 What is covered by the procedure?

This procedure is used to deal with misconduct. It does not apply to cases involving genuine sickness absence, proposed redundancies or poor performance. In those cases, reference should be made to the appropriate policy or procedure.

Minor conduct issues can often be resolved informally between you and your 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. 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).

You will not normally be dismissed for a first act of misconduct, unless we decide it amounts to gross misconduct.

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

23.2 Confidentiality

Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.

You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure. You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless we believe that a witness's identity should remain confidential.

23.3 Investigations

The purpose of an investigation is for us to establish a fair and balanced view of the facts relating to any disciplinary allegations against you, before deciding whether to proceed with a disciplinary hearing. The amount of investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents. Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.

You do not normally have the right to bring a companion to an investigative interview.

You must co-operate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.

23.4 Criminal charges

Where your conduct is the subject of a criminal investigation, charge or conviction we will investigate the facts before deciding whether to take formal disciplinary action. We will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence. A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if we consider that it is relevant to your employment.

23.5 Suspension

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 manager. 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.

23.6 Notification of a hearing

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. a summary of relevant information gathered during the investigation;
b. a copy of any relevant documents which will be used at the disciplinary hearing; and
c. 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.

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 to prepare your case based on the information we have given you.

23.7 The right to be accompanied

You may bring a companion to any disciplinary hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell your manager who your chosen companion is, in good time before the hearing. 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. 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.

23.8 Procedure at disciplinary hearings

If you or your companion cannot attend the hearing you should inform us immediately and we will arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so (for example for health reasons), we may have to take a decision based on the available evidence.

The hearing will be chaired by an appropriate manager. You may bring an appropriate companion with you to the disciplinary hearing. 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.

We may adjourn the disciplinary hearing if we need to carry out any further investigations such as re-interviewing witnesses in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

We will inform you in writing of our decision and our reasons for it, usually within one week of the disciplinary hearing. Where possible we will also explain this information to you in person.

23.9 Disciplinary penalties

The usual penalties for misconduct are set out below. No penalty should be imposed without a hearing. We aim to treat all employees fairly and consistently, and a penalty imposed on another employee for similar misconduct will usually be taken into account but should not be treated as a precedent. Each case will be assessed on its own merits.

- Stage 1 - First written warning. It will usually be appropriate for a first act of misconduct where there are no other active written warnings on your disciplinary record.
- Stage 2 - Final written warning. It will usually be appropriate for:
  - misconduct where there is already an active written warning on your record; or
  - misconduct that we consider sufficiently serious to warrant a final written warning even though there are no other active warnings on your record.
- Stage 3 - Dismissal. It will usually be appropriate for:
  - any misconduct during your probationary period;
  - further misconduct where there is an active final written warning on your record; or
  - any gross misconduct regardless of whether there are active warnings on your record. Gross misconduct will usually result in immediate dismissal without notice or payment in lieu of notice (summary dismissal).

Examples of Misconduct are:

- Repeated lateness.
- Unauthorised absence from work.
- Unacceptable pattern of absence from work.
- Inappropriate standard of dress.
- Minor safety breaches.
- Disruptive or offensive behaviour.
- Unauthorised use of the Company telephones, personal mobile phones, personal email or internet usage.
- Minor breaches of any of the Company's policies and procedures.
- Loss or damage to, or unauthorised use of, the Company's property which is not as a result of an act of gross negligence.
- Refusal to follow reasonable instructions.
- Carelessness or negligence.

This is not an exhaustive list.

Examples of Gross Misconduct are:

- Dishonesty, theft or fraud.
- Falsification of the Company's records.
- Failure to comply with relevant statutory or regulatory requirements.
- Serious insubordination.
- Violent, abusive or intimidating conduct or language.
- Deliberate damage to the Employer's property.
- Bullying, discrimination or harassment of any kind including cyber bullying.
- Unauthorised use or disclosure of confidential information or breach of any duty of confidentiality imposed on the Company by reason of its relationship with any third party.
- Attending work under the influence of alcohol or non-medically prescribed drugs.
- Possession, sale or distribution of illicit drugs whether on or off the Company's premises.
- Reckless or serious misuse of the Employer's vehicles.
- Inappropriate behaviour towards customers or suppliers or any third party in a business relationship with the Company.
- Any action likely to bring the Company or its business into disrepute.
- Unauthorised acceptance of a financial or other reward or gift from any third party or any other breach of the Employer's anti-corruption and bribery policy.
- Sleeping whilst at work.
- Serious breach of Health and Safety rules which endanger the health and safety of you and/or others.
- Unreasonably refusing to allow a search to be carried out in accordance with the Employer's rules.
- Providing false information within the recruitment process.
- Conviction for any serious criminal offence while an employee whether in working hours or outside working hours.
- Serious breach of any of the Employer's policies and procedures including those on Internet and email usage and the use of social networking applications.
- Smoking on the Employer's premises or vehicles or whilst on any client's premises in contravention of its smoking policy and legal requirements.
- Unauthorised use of the Employer's vehicles for private purposes.
- Gross fundamental breach of contractual terms and conditions of employment.
- Gross negligence.
- Serious breach of trust and confidence between employer and employee.

This is not an exhaustive list.

23.10 Alternatives to dismissal

In some cases, we may at our discretion consider alternatives to dismissal. Examples include:

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

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

23.11 The effect of a warning

Written warnings will set out the nature of the misconduct, the change in behaviour required, the period for which the warning will remain active, and the likely consequences of further misconduct in that active period.

A first written warning will usually remain active for six months and a final written warning will usually remain active for 12 months. In exceptional cases verging on gross misconduct a final written warning may state that it will remain active indefinitely. Your conduct may be reviewed at the end of a warning's active period and if it has not improved sufficiently we may decide to extend the active period. After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future disciplinary proceedings.

23.12 Appeals against disciplinary action

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 your manager within one week of the date on which you were informed of the decision. 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.

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.

We will give you written notice of the date, time and place of the appeal hearing. This will normally be 5 working days after you receive the written notice. 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.

Where possible, the appeal hearing will be conducted impartially by a more senior manager who has not been previously involved in the case. You may bring an appropriate companion with you to the appeal hearing. We may adjourn the appeal hearing if we need to carry out any further investigations in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

Following the appeal hearing we may:

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

We will inform you in writing of our final decision as soon as possible, usually within 5 working days of the appeal hearing. Where possible we will also explain this to you in person. There will be no further right of appeal.

24. Capability – Improved Performance Policy

This procedure runs parallel with, but is not part of, the disciplinary procedure. This policy does not form part of employees' terms and conditions of employment and may be subject to change at the discretion of management.

The Company recognises that poor job performance and incapability should not be treated as "disciplinary offences".

The first stage in dealing with poor job performance is to determine whether the matter is one of capability or misconduct. This can normally be ascertained by counselling/investigation. Incapability is where the employee has received all necessary training but still cannot achieve a satisfactory level of performance. If, the employee fails to reach the required standard of performance as a result of carelessness, negligence or lack of effort, this will be treated under the disciplinary procedure as misconduct.

24.1 Initial counselling session

The employee's manager will investigate the cause of the employee's poor performance. Causes could include lack of skills, inadequate training, lack of support staff, tools or other resources, lack of communication or problematic working relationships. The manager carrying out this initial counselling will give the employee factual examples of his/her unsatisfactory performance and the employee will be asked for his/her explanation, which will subsequently be followed up and checked where appropriate.

Where the reason for unsatisfactory performance is lack of the required skills, the employee will, where practicable, be assisted through training and be given reasonable time to reach the required standard of performance. If it is a question of lack of support staff, tools or other resources or facilities, attention should be paid to this and assistance provided if appropriate.

24.2 Formal warnings

Where, despite support, the employee is unable to reach the required standard of performance, the consequences of any failure to meet this standard should be explained to the employee in writing. This will take the form of the following.

Stage one – first formal warning

The employee will be fully informed of the precise nature of the poor performance, the level of improvement required and the time limit for achieving that improvement, review periods during the currency of the warning, the consequences of failure to achieve or maintain the improvement and the length of time the warning will remain "live" on the employee's file. The first formal warning will set out in writing the details of the improvement required and the next review date.

Stage two - final formal warning

If there is no improvement or insufficient improvement after a stage one warning, or if improvement is not maintained for the period stated in the stage one warning, the employee will be given a final formal warning setting out the details as outlined above in the second formal warning. The stage two warning will set out in writing the areas of underperformance, the required improvement, the timescale for improvement, the review periods and will include a statement that a failure to improve to the required standard is likely to result in dismissal.

Length of time the warning will remain "live"

A first formal warning will normally have a time limit of six months; and a final formal warning will normally be twelve months. After the relevant period of time, the Company will disregard the warning but retain it on the employee's record. In each case, the Company will specify the length of time that the warning will remain "live", but reserves the right to extend the time period in appropriate circumstances.

Stage three - dismissal

If there is still no improvement or insufficient improvement after a stage three warning, or if improvement has not been maintained for the period stated above, the employee will normally be dismissed with notice or pay in lieu. Alternatively, at the Company's entire discretion, alternative work elsewhere in the Company may be offered to the employee if any suitable posts are available.

Stage four - appeals

The same appeals procedure as set out in the Company's disciplinary procedure will be used.

24.3 Right to be accompanied at formal meetings

Employees may be accompanied by a fellow worker or trade union official at any formal meetings that are held to discuss a failure to meet the required standard of performance.

24.4 Internal promotions

Where the employee is promoted, the consequences of failing to meet the necessary standards of performance for the new post should be clearly and fully explained to the employee at the time the promotion is offered. In some cases, the employee will be promoted on the basis of a trial period in the new job, with the condition that the Company has the right to transfer or downgrade the employee should he/she fail to satisfy his/her immediate manager that he/she is competent in the promoted post. In other cases, the "promoted" member of staff will remain on the same grade and salary for the duration of the trial period and will receive an "acting up" allowance during such time. If the trial period is not confirmed, the employee will not transfer to the higher grade.

24.5 Capability & qualifications

Where an employee no longer has the correct qualifications to continue to perform his/her duties, the Company will consider whether or not adjustments can be made to existing duties so that employment can continue. Where the qualification in question is fundamental to the employee's duties and he/she cannot continue without them, the Company will consider whether or not the employee can be moved to another position. The Company will also give consideration to whether the employee can be returned to his/her original duties, once the qualifications have been regained.

Once the Company has exhausted all attempts to amend the employee's existing duties or to find alternative duties within the Company, it may as a last resort become necessary to dismiss.

25. Grievance procedure

This procedure applies to all staff regardless of length of service. It does not apply to agency workers or self-employed contractors. However, it does not form part of any employee's contract of employment. It may be amended at any time and we may depart from it depending on the circumstances of any case.

25.1 Using the grievance procedure

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

Step 1: written grievance

You should put your grievance in writing and submit it to your manager. If your grievance concerns your line manager you may submit it to a more senior manager. 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. You will not normally have the right to be accompanied if you are required to attend a grievance investigation meeting.

Step 2: meeting

We will arrange a grievance meeting, normally within 5 working days of receiving your written grievance. You should make every effort to attend. You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion. 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. We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.

We will write to you, usually within 5 working days of the last grievance meeting, to confirm our decision and notify you of any further action that we intend to take to resolve the grievance. We will also advise you of your right of appeal.

Step 3: appeals

If the grievance has not been resolved to your satisfaction you may appeal in writing to your manager, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.

We will hold an appeal meeting, normally within 5 working days of receiving the appeal. Where possible, appeals will be dealt with impartially by a more senior manager who has not previously been involved in the case. You will have a right to bring an appropriate companion.

We will confirm our final decision in writing, usually within 5 working days of the appeal hearing. There is no further right of appeal.

26. Safety Policy

The Company policy on health and safety at work is to provide as safe and healthy working conditions as possible and to enlist the support of their employees towards achieving this end.

While the overall responsibility rests with the employer, all staff have a legal duty to take reasonable care to avoid injury to themselves or others by their work activities and not to interfere with or misuse any clothing or equipment provided to protect health or safety. Any accident to a member of staff in the course of their activities must be entered in the accident report form.

The Company's Health and Safety Manual is located in the office and contains all the correct procedures to be followed when carrying out your duties, handling hazardous materials and other general Company safety procedures. Please ensure you have read this manual and are familiar with its contents.

27. General safety rules (applies to everyone)

- Never tamper with electrical equipment.
- Never put water or place drinks near your PC or keyboard.
- Always ensure your workstation (desk, chair and PC screen) are adjusted correctly for the seating position that you find most comfortable.
- Always ensure you are taking adequate breaks away from your PC workstation.
- Always report accidents, injuries or near misses, no matter how small they are.
- Upon hearing the fire alarm, evacuate the building immediately; do not stop to collect personal belongings.
- Do not attempt to fight a fire unless you have been trained to do so.
- Smoking is not permitted on the premises or in company vehicles and is only permitted in the designated smoking area (the smoking hut).
- Only operate machinery and equipment if you are trained to do so and possess the correct vehicle ticket/certificate.
- Mobile phones are not to be used for any personal calls during working hours other than in the case of an emergency.

Drivers' rules

- Drivers must possess a current driving licence applicable for the vehicles or equipment that they are to drive. Drivers should inform the company immediately if their licence is suspended or they receive an endorsement or points.
- Drivers using their own vehicles must have the vehicles insured for business use.
- Employees must carry out recorded daily checks on all vehicles and equipment. They must hand in defect sheets by 0800 on Monday morning.
- Drivers who lose their licence may be offered alternative work (if available) or could lose their jobs.
- Drivers must not drive with levels of alcohol in their blood that is in excess of the UK National standard legal limit (80 mg alcohol / 100 ml blood). This also applies to driving "the morning after" and drivers should pay particular attention to this.
- Smoking is only permitted in designated areas (shelter in car park). It is illegal to smoke in company buildings, vehicles or machinery.
- It is illegal to use mobile phones whilst driving. Drivers must stop and switch off the engine to use a phone.

- Driving company vehicles must only be carried out for business purposes only. The company's insurance and tax regimes are based upon vehicles being used for business use only.
- Drivers must obey the Highway Code at all times.
- Drivers must not do anything that might impair their ability to concentrate on the traffic conditions (reading maps, eating food etc).
- Drivers must drive in a considerate and courteous manner at all time. The company vehicle or van may bear Company logo and inappropriate action may bring the company's name into disrepute.
- Drivers must not speed or break the designated speed limits.
- Any parking ticket, clamping or speeding fine received will be the responsibility of the driver and not the company. Failure to pay such a fine will may make the employee liable to disciplinary action.
- If drivers are to drive abroad, they must ensure that they have the correct documentation, insurance cover, and equipment (warning triangle, spare lights etc) appropriate for that country.
- Drivers must not park their vehicle (if it bears the company name or logo) near a building or location that might bring the company's name into disrepute.
- Drivers who use their own vehicles for occasional business use must ensure that their domestic insurance cover such business mileage. A copy of their insurance certificate must be provided to the company.
- Drivers who do not follow these rules will make themselves liable to disciplinary action.
- Employees are responsible for the use and safe keeping of any belts, straps, chains, ropes, etc. supplied with the vehicle or any trailer, and must ensure that they have an adequate supply of such equipment to carry the load safety.
- Employees are responsible for the safety of the load at all times. The integrity, security and safe attachment/fixing on the trailer is always the responsibility of the driver during and after transportation until the unloading has been completed.
- Employees must ensure that any loaded vehicles or trailers parked overnight or at weekends are secured against theft. Where possible, loaded curtain sided vehicles should be parked together as an added security measure.

28. Dress code

We need to convey the impression of the highest standards of professionalism at all times. Members of staff are expected to be neat and tidy at all times whilst on Company premises.

Personal cleanliness and neatness will be expected at all times.

Staff must wear the following clothing:

- Company supplied uniforms must be worn at all times. These will be provided by the employer and the member of staff will take responsibility to clean and maintain them.
- Safety Shoes will be provided by the employer and maintained by the employee. Trainers and sports shoes must not be worn.
- PPE must be worn at all times – as a minimum hard hat, hi-visibility vest and safety boots.
- Additional PPE will be required depending on operation e.g. safety goggles and ear defenders when using a Stihlsaw.
- Additional site-specific PPE e.g. safety glasses and gloves may be required.

Non-compliance with requirements will result in disciplinary procedures.

29. Data protection

In the course of your work you may come into contact with and use confidential personal information about people, such as names and addresses or even information about customers' circumstances, families, health and other private matters.

This policy helps you ensure that you do not breach the General Data Protection Regulations, which provides strict rules in this area. If you are in any doubt about what you may or may not do, seek advice from your manager or nominated Data Protection Manager. If you are in doubt and cannot get in touch with your manager or nominated Data Protection Manager, do not disclose the information concerned.

The company holds personal data about you and operates a policy where employees are able to freely give their consent to process personal data. If your personal information changes, you should let us know so that our records can be updated.

These records may include:

- Information and references collected during the recruitment process.
- Details of terms and conditions of employment.
- Payroll, tax and NI information.
- Performance information.
- Details of grades and job duties.
- Health records.
- Absence, self-certification forms and holiday records.
- Details of disciplinary investigations and proceedings.
- Minutes from meetings attended.
- Training records.
- Contact and next of kin details.
- Correspondence with and other information provided to the company.

The company believes that these uses are consistent with the employment relationship and with the principles of the General Data Protection Regulations. The information held will be for our management and administrative use only. Occasionally we may need to disclose information about an employee to relevant third parties, e.g. to administer the employment contract or when legally required to do so.

The company might need to hold further information on employees but disclosure to any other person will be made only when strictly necessary and consent has been provided, for the following purposes:

- Regarding an employee’s health, for the purpose of compliance with our health and safety and our occupational health obligations. To assist with management decisions relating to whether an employee’s health affects their ability to do their job, whether reasonable adjustments are necessary to assist employees with a disability.
- For the purpose of insurance, pension, sick pay and other related benefits in force from time to time.
- In connection with unspent convictions to enable the company to assess an employee’s suitability for employment.

The General Data Protection Regulations requires that eight data protection principles be followed in the handling of personal data. These are that personal data must:

- be fairly and lawfully processed;
- be processed for limited purposes and not in any manner incompatible with those purposes;
- be adequate, relevant and not excessive;
- be accurate;
- not be kept for longer than is necessary;
- be processed in accordance with individuals' rights;
- be secure; and
- not be transferred to countries without adequate protection.

If you access another employee's records without authority this will be treated as gross misconduct and is a criminal offence.

The company follows the retention periods recommended by the Information Commissioner in its Employment Practices Data Protection Code.

Any data protection queries should be addressed to your manager or nominated Data Protection Manager.

30. Data Breach Policy

A personal data breach is a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data. This will include breaches that are the result of both accidental and deliberate causes. It also means that a breach is more than just about losing personal data.

It is a security incident that has affected the confidentiality, integrity or availability of personal data. Whenever a security incident takes place, it should be quickly established whether a personal data breach has occurred and, if so, the Company will promptly take steps to address it, including informing the Information Commissioner's Office (ICO) if required.

The ICO must be informed if the breach has resulted in a risk to people's rights and freedoms; if this is unlikely then it does not have to be reported. However, if the breach has not been reported then the Company should be able to justify this decision.

In assessing if a data breach has created a risk to people's rights and freedoms then Recital 85 of the GDPR should be consulted:

"A personal data breach may, if not addressed in an appropriate and timely manner, result in physical, material or non-material damage to natural persons such as loss of control over their personal data or limitation of their rights, discrimination, identity theft or fraud, financial loss, unauthorised reversal of pseudonymisation, damage to reputation, loss of confidentiality of personal data protected by professional secrecy or any other significant economic or social disadvantage to the natural person concerned."

Actions that the Company may take following a data breach may include:

- Training.
- Disciplinary action.
- Dismissal.

The following process should be followed in circumstances where an employee becomes aware of a data breach:

- The Data Breach is to be reported to the Data Protection Manager (DPM).
- The DPM will take immediate action to contain the breach.
- The DPM will begin completion of the data breach document log.
- The DPM will ensure that any remedial actions are identified and carried out.
- The DPM will inform the Managing Director of the data breach in a timely manner.

The data breach document log is to be signed off by both the DPM and the Managing Director on completion of the review into the data breach.

31. Pension

There is no pension scheme or contracting-out certificate under the Pension Schemes Act 1993 in force for the Employee's employment.

Since October 2012, the UK Government under UK legislation has been introducing automatic enrolment obligations for employers, starting with the largest employers first. Broadly, where these obligations apply, employers are legally required to automatically enrol workers into a qualifying pension scheme and to make mandatory pension contributions on their behalf.

We will comply with these automatic enrolment obligations from the date when these apply to you as an employee. We will inform you if these obligations apply and, if so, we are generally required to automatically enrol you into a qualifying pension scheme and to deduct minimum contributions from your salary if you satisfy the eligibility criteria. These obligations apply to us from our staging date and apply to you if you satisfy the eligibility criteria.

We are required to notify you of certain information at the time of automatically enrolling you into a qualifying pension scheme, including information on opting out of automatic enrolment. Please note that we encourage all of our employees to remain in a qualifying pension scheme.

If automatic enrolment applies, both you and the Company will need to make minimum contributions based on your qualifying earnings.

32. Anti-bribery & corruption

The Company is committed to the highest standards of ethical conduct and integrity in its business activities. This policy outlines the Company's position on preventing and prohibiting bribery, in accordance with the Bribery Act 2010. The Company will not tolerate any form of bribery by, or of, its employees, agents or consultants or any person or body acting on its behalf. The Management Team is committed to implementing effective measures to prevent, monitor and eliminate bribery.

We require compliance, from everyone connected with our business, with the highest ethical standards. Integrity and transparency are of utmost importance to us and we have a zero-tolerance attitude towards

corrupt activities of any kind, whether committed by our employees or by third parties acting for or on our behalf.

The Company is committed to complying with the Bribery Act 2010 in its business activities in the UK and overseas.

Under the Bribery Act 2010, a bribe is a financial or other type of advantage that is offered or requested with the:

- Intention of inducing or rewarding improper performance of a function or activity; or
- Knowledge or belief that accepting such a reward would constitute the improper performance of such a function or activity.

It is prohibited, either directly or indirectly, for any employee to offer, give, request or accept a bribe (i.e. gift, loan, payment, reward or advantage, either in cash or any other form) to or from any person or company in order to gain commercial, contractual or regulatory advantage for the Company, or in order to gain any personal advantage for an individual or anyone connected with the individual in a way that is unethical.

If we suspect that an act of bribery or attempted bribery has been committed, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in your dismissal or the cessation of our business arrangement with you.

The Company may also report any matter to the relevant authorities. The Company will provide all necessary assistance to the relevant authorities in any subsequent prosecution.

If an employee suspects that an act of bribery or attempted bribery has taken place, even if you are not personally involved, you are expected to report this to your Manager. You may be asked to give a written account of events.

32.1 Gifts and hospitality

We realise that the giving and receiving of gifts and hospitality may occur as a reflection of friendship or appreciation where nothing is expected in return, or even be commonplace, in our industry. This does not constitute bribery where it is proportionate and recorded properly.

Any breach of this policy is likely to constitute a serious disciplinary, contractual and criminal matter for the individual concerned and may cause serious damage to the reputation and standing of the Company.

The Company reserves the right to amend and update this policy as required. For the avoidance of doubt, this policy does not form part of employees' contracts of employment.

33. Other work

You are required to devote the whole of your time, attention and abilities during your hours of work to your duties with the Company and may not undertake any other work during this time.

You may not without the prior consent of the Company (which will not be unreasonably withheld) engage in any business or employment which is similar to or competitive with the business of the Company, or

which could be considered to impair your ability to act at all times in the best interests of the Company, outside of your hours of work for the Company.

If you do engage in any other employment, you must notify the Company in writing of hours worked elsewhere to enable the Company to comply with its statutory obligations.

34. Performance review

The Company is committed to conducting a formal review of your work performance periodically, which your Manager will discuss with you. Progress will be monitored against your contribution to the business, standards of behaviour and general performance against the requirements of your job role.

Within the review process you will have the opportunity to discuss your progress with your Manager and record any comments and discuss plans for your development.

35. Training

Staff will be provided all training to enable them to carry out their role.

In addition, you will be offered training on other items:

- Construction Skills Certification Scheme
- Plant operation (for any plant required to be operated)
- Health and safety induction and on going safety training

If you are to receive additional training that incurs a cost to the company to qualify you, we will require you to repay your training costs if you leave within a set period after receiving your qualification. This is to ensure the company gets a return on investment for the training course that we pay for.

Training provided by the Company is subject to our Training Policy. If you attend a training event or course

that incurs a cost by the company, (e.g. course fees, exam fees etc) and you leave the company within 2 years of the completion date of the course, then you agree to repay the training costs incurred back to the company on the following sliding scale:

- During the training course and 12 months after completion — repay 100% of course fees
- 13 – 18 months after completion — repay 75% of course fees
- 19 – 24 months after completion — repay 50% of course fees
- From 25 months onwards – no repayment is due to the company

These costs will be deducted from your final pay owing and if this is insufficient, you agree to provide the payment withing 7 days of your last day of employment. If you wish to know the cost of the training in advance, please ask for the full cost confirmation from the company in advance of you attending the training.

36. Drugs & alcohol

The Company is committed to ensuring the health, safety and welfare of its employees and those affected by its activities. It will take all reasonable steps to reduce, if not eliminate, the risk of injuries or incidents occurring due to individuals suffering from the effects of alcohol or substance abuse. The Company recognises that for a range of reasons individuals can and do misuse drugs and alcohol and that this

represents a problem for the individual and for the business. The effects of drug and alcohol misuse range from absenteeism, low productivity, increased disciplinary action and injury in the workplace.

This policy applies to all employees and all persons coming onto the Company's premises. It does not form part of employees' terms and conditions of employment and may be subject to change at the discretion of management.

The Company prohibits the drinking of alcohol by employees [and contractors] in the workplace or on Company business other than reasonable drinking of alcohol in connection with Company approved social functions, e.g. a Company Christmas Party, Team Development events etc.

- The Company regards drinking to an 'unreasonable level' as any of the following situations:
- The individual is over the legal limit stipulated for driving.
- In the opinion of management, the individual's performance is impaired. This may be at less than the legal limit stipulated for driving.
- In the opinion of management, the individual's behaviour may cause embarrassment, distress or offence to others.
- The individual continues to drink when instructed to stop by a manager.

The Company will take all reasonable steps to prevent employees and contractors carrying out work-related activities if they are considered to be unfit/unsafe to undertake the work as a result of alcohol consumption or substance abuse.

The Company expressly prohibits the use of any illegal drugs or any prescription drugs that have not been prescribed for the user. It is a criminal offence to be in possession of, use or distribute an illicit substance. If any such incidents take place on company premises, in company vehicles or at a company function, they will be regarded as serious, will be investigated by the Company, and may lead to disciplinary action and possible reporting to the Police.

No employee or other person under The Company's control shall, in connection with any work-related activity:

- report, or endeavour to report, for duty having consumed drugs or alcohol likely to render him/her unfit and/or unsafe for work;
- consume or be under the influence of drugs or alcohol whilst on duty (unless, in the case of alcohol, with the agreement of line management for the purposes of official company entertaining);
- store drugs or alcohol (where the seal has been broken) in personal areas such as lockers and desk drawers;
- attempt to sell or give drugs or alcohol to any other employee or other person on the Company premises.

Employees must inform their line manager regarding any prescribed medication that may have an effect on their ability to carry out their work safely, and must follow any instructions subsequently given e.g. drugs that cause drowsiness must not be used whilst at work.

We reserve the right to conduct 'for cause' and/or random drugs & alcohol tests while you are on our premises or engaged on our activities. If it is suspected that you are under the influence of alcohol or

other substances, you will be excluded from work as a precautionary measure and offered the opportunity of a suitable test supervised by a qualified practitioner. If you refuse the test, or the test establishes that you are under the influence of alcohol or substance abuse you will be suspended from work without pay and recorded as absent without permission. On your return to work you will be subject to the Company's disciplinary procedures, which includes dismissal.

Any employee suffering from drug or alcohol dependency should declare such dependency, and the Company will subsequently provide reasonable assistance, treating absences for treatment and/or rehabilitation as any other sickness absence. Failure to accept help or continue with treatment will render the employee liable to normal disciplinary procedures.

36.1 Disciplinary sanctions

Drug and alcohol misuse may become a matter for disciplinary action in accordance with the disciplinary procedure, subject to the letter and spirit of this policy, particularly where help is refused and/or impaired performance continues.

- Dismissal may result from disciplinary action.
- Possession of and dealing in illegal substances will be immediately reported to the police in all cases.

37. Use of internet & email

We encourage staff to use e-mail, the internet and related services through its computers and network infrastructure. The company provides these facilities to its employees for normal work purposes where appropriate. However, we require that employees follow the rules below any serious breach could lead to dismissal.

The Company has a responsibility to all regular users of VDU or computer screens to ensure compliance with all regulations and requirements. Employees are to communicate directly with their Manager if they experience any symptoms or problems associated with their workstation.

Although the company encourages the use of e-mail and the internet where appropriate, their use entails some risks. For example, employees must take care not to introduce viruses on to the system and must take proper account of the security advice below. Employees must also ensure that they do not send libellous statements in e-mails as the company could be liable for damages.

These rules are designed to minimise the legal risks to the company when its employees use e-mail at work and access the internet. Where something is not specifically covered in this policy, employees should seek advice from their manager.

37.1 Use of email

E-mails that employees intend to send should be checked carefully. e-mail should be treated like any other form of written communication and, as such, what is normally regarded as unacceptable in a letter is equally unacceptable in an e-mail communication.

The use of e-mail to send or forward messages which are defamatory, offensive, obscene or otherwise inappropriate will be treated as misconduct under the appropriate disciplinary procedure. In serious cases this could be regarded as gross misconduct and lead to dismissal.

Equally, if an employee receives an obscene or defamatory e-mail, whether unwittingly or otherwise and from whatever source, he/she should not forward it to any other address.

Statements to avoid in e-mails include those criticising the company's competitors or their staff, those stating that there are quality problems with goods or services of suppliers or customers, and those stating that anyone is incompetent.

37.2 CCing

Employees should exercise care not to copy e-mails automatically to all those copied in to the original message to which they are replying. Doing so may result in disclosure of confidential information to the wrong person.

37.3 Attachments

Employees should not attach any files that may contain a virus to e-mails, as the company could be liable to the recipient for loss suffered. The company has virus-checking in place but, if in doubt, employees should check with IT support or their manager.

Employees should exercise extreme care when receiving e-mails with attachments from third parties, particularly unidentified third parties, as these may contain viruses.

37.4 Monitoring of email

The Company reserves the right to monitor employees' e-mails. We consider the following to be valid reasons for checking an employee's e-mail:

- If the employee is absent for any reason and communications must be checked for the smooth running of the business to continue.
- If we suspect that the employee has been viewing or sending offensive or illegal material, such as material containing racist terminology or nudity (although we understand that it is possible for employees inadvertently to receive such material and they will have the opportunity to explain if this is the case).
- If we suspect that an employee has been using the e-mail system to send and receive an excessive number of personal communications.
- If we suspect that the employee is sending or receiving e-mails that are detrimental to the company.

When monitoring e-mails, the company will, save in exceptional circumstances, confine itself to looking at the address and heading of the e-mails. Employees should mark any personal e-mails as such and encourage those who send them to do the same. The company will avoid, where possible, opening e-mails clearly marked as private or personal.

37.5 Use of internet

Where employees are allowed access to the internet at work they are expected to use it sensibly and in such a manner that it does not interfere with the efficient running of the company.

Employees may be called upon to justify the amount of time they have spent on the internet or the sites that they have visited.

We encourage employees to become familiar with the internet and we do not currently impose any time limitation on work-related internet use. We trust employees not to abuse the latitude given to them, but if this trust is abused we reserve the right to alter the policy in this respect.

37.6 Removing internet access

The Company reserves the right to deny internet access to any employee at work, although in such a case it will endeavour to give reasons for doing so.

37.7 Registering on websites

Many sites that could be useful for the company require registration. Employees wishing to register as a user of a website for work purposes should seek permission from their manager before doing so.

37.8 Downloading files and software

Employees should download files on to only those PCs with virus checking software and should check how long the download will take. If there is any uncertainty as to whether the software is virus-free or whether the time the download will take is reasonable, the relevant manager should be consulted.

37.9 Using other software and hardware at work

The company does not allow employees to bring software or hardware into the office without their manager's consent.

37.10 Personal use of the internet

Although the e-mail system is primarily for business use, the company understands that employees may on occasion need to use the internet for personal purposes. Employees may access the internet at work for personal purposes provided that:

- the internet is not used to access offensive or illegal material, such as material containing racist terminology or nudity;
- they do not enter into any contracts or commitments in the name of or on behalf of the company;
- they do not arrange for any goods ordered on the internet to be delivered to the company address or order them in the company's name.

37.11 Monitoring of internet access at work

The company reserves the right to monitor employees' internet usage and considers the following to be valid reasons for checking an employee's internet usage:

- If we suspect that the employee has been viewing offensive or illegal material, such as material containing racist terminology or nudity.
- If we suspect that the employee has been spending an excessive amount of time viewing websites that are not work related.

Neither e-mail nor the internet must ever be used for accessing or transmitting inappropriate material which includes:

- Any message that could constitute bullying/harassment, e.g. on the grounds of sex, race or disability

- Excessive personal use, e.g. social invitations, personal messages, jokes, cartoons, chain letters.
- On-line gambling.
- Accessing and/or sending pornography.
- Downloading or distributing copyright information and/or any other licensed software.
- Posting confidential information about other workers, The Company or its customers and /or suppliers.

37.12 Disciplinary sanctions

Any breach of this policy can lead to action under the company's disciplinary and dismissal procedure.

38. Social networking

The company permits employees to access social networking websites on the internet for personal use during certain times (provided that they are not undertaking overtime). These times are:

- before and after work hours; and
- during the authorised breaks.

The company reserves the right to restrict access to social network websites.

38.1 Personal conduct

The company respects an employee's right to a private life. However, we must also ensure that confidentiality and our reputation are protected. The company therefore requires employees using social networking websites to:

- ensure that they do not conduct themselves in a way that is detrimental to the company; and
- take care not to allow their interaction on these websites to damage working relationships between members of staff and/or clients.

38.2 Monitoring of internet access at work

The company reserves the right to monitor employees' internet usage as stated previously within our 'Use of E-mail Policy'.

38.3 Disciplinary action

If the company monitors employees' internet use to ensure that it is in accordance with this policy, access to the web may be withdrawn in any case of misuse of this facility. If appropriate, disciplinary action may also be taken in line with the company's disciplinary policy.

39. Working from home

The Company recognises that for some roles a home working arrangement may be suitable for both parties and facilitate effective and efficient working. Individual requests for homeworking will, however, need to be reviewed on their own merits and agreement to a specific request will depend on an objective assessment of whether the employee's work can be done from home without any detriment to the Company's productivity or client relations.

Employees who are considering putting in a request to work from home should consider whether their skills and attributes include:

- self-discipline;
- the ability to work without direct supervision;
- good communication skills;
- the ability to manage time effectively; and
- an ability to cope with the potentially conflicting demands of work and family.

This policy aims to describe the working arrangements that will apply when it is agreed that an employee will work from home.

39.1 Pay

Employees who work from home will be paid a monthly salary for a defined number of hours of work in compliance with their Contract of Employment.

39.2 Hours of work

Homeworkers are not subject to fixed hours of work and are free to perform the agreed work at times that suit them. There are, however, core hours during which homeworkers must be available either to respond to telephone calls or to meet with the Company. These core hours are 10.00am to 3.00pm.

Homeworkers must ensure that they take adequate rest breaks as required by the Working Time Regulations 1998. They must:

- take a break during each working day of at least 20 minutes, during which they must stop work;
- ensure that they have a daily rest break of at least 11 continuous hours, i.e. the time period between stopping work one day and beginning work the next day must not be less than 11 hours; and
- have at least one complete day each week when no work is done.

39.3 Visits to the Company's premises

Homeworkers are required, on request, to attend the workplace for purposes such as meetings, training, performance assessment and team briefings.

39.4 Visits to the employee's home

The Company reserves the right to visit the employee at home at agreed times for work-related purposes, including health and safety matters. It is a condition of any homeworking agreement that the employee agrees to accept visits from management in his/her home. Such visits will be for the purposes of:

- delivering and collecting work;
- providing a channel for reporting;
- performance monitoring and feedback;
- general discussions about work-related matters;
- ensuring health, safety and security; or
- any other work-related purposes that the Company considers appropriate.

39.5 Equipment and materials

The homeworker will be responsible for ensuring they have all equipment required for the performance of his/her duties. On termination of the employee's employment for any reason, the employee will be responsible for ensuring that all equipment and documents belonging to the Company are returned to the Company premises at an agreed time.

39.6 Security

The homeworker must not allow members of his/her family or third parties who are not employed by the Company to access or use the Company's equipment. Employees who work from home are responsible for keeping all documents and information associated with the Company's business secure at all times. Specifically, homeworkers are under a duty to:

- keep filing cabinets and drawers locked when they are not being used;
- keep all documentation belonging to the Company under lock and key at all times except when in use; and
- set up and use a unique password for the computer and any other digital devices.

Furthermore, any equipment provided by the Company for the homeworker must be used only for work-related purposes and must not be used by any other member of the family at any time or for any purpose.

39.7 Health and safety issues

The Company is obliged under Health & Safety legislation to ensure the health and safety of homeworkers in the same way as office-based staff. The Company is therefore required to ensure that:

- all equipment and systems of work in the employee's home are safe;
- all articles and substances are handled and stored safely;
- an analysis of the employee's workstation is conducted;
- information and training on the safe use of equipment, including display screen equipment, is provided to the homeworker; and
- risk assessments are carried out in respect of the work the employee is carrying out.

All employees who work from home have a duty to ensure, insofar as is reasonably practicable, that they work in a safe manner and that they follow all health and safety instructions issued by the Company from time to time.

39.8 Insurance

The homeworker is responsible for checking that all home and contents insurance policies provide adequate cover for the fact that he/she works from home.

39.9 Mortgage or rental agreements

The homeworker is responsible for checking applicable mortgage or rental agreements to ensure that he/she is permitted to work from home, and for obtaining any requisite permissions to work from home.

39.10 Requests to work from home

Any employee who wishes to work from home should apply under the Company's Flexible Working Policy. The Company will arrange a meeting with the employee to discuss the feasibility of the employee's request to work from home.

40. Whistleblowing policy

This policy applies to all employees and officers of the Company, it does not form part of employees' terms and conditions of employment and may be subject to change at the discretion of management. Other individuals performing functions in relation to the Company, such as agency workers and contractors, are encouraged to use it.

It is important to the business that any fraud, misconduct or wrongdoing by workers or officers of the Company is reported and properly dealt with. The Company therefore encourages all individuals to raise any concerns that they may have about the conduct of others in the business or the way in which the business is run. This policy sets out the way in which individuals may raise any concerns that they have and how those concerns will be dealt with.

40.1 The Public Interest Disclosure Act 1998

The public interest disclosure Act 1998 amended the Employment Rights Act 1996 to provide protection for workers who raise legitimate concerns about specified matters. These are called "qualifying disclosures". A qualifying disclosure is one made in good faith by an employee who has a reasonable belief that:

- a criminal offence;
- a miscarriage of justice;
- an act creating risk to health and safety;
- an act causing damage to the environment;
- a breach of any other legal obligation;
- an act of sexual harassment; or
- concealment of any of the above;

is being, has been, or is likely to be, committed. It is not necessary for the worker to have proof that such an act is being, has been, or is likely to be, committed - a reasonable belief is sufficient. The worker has no responsibility for investigating the matter - it is the Company' responsibility to ensure that an investigation takes place.

A worker who makes such a protected disclosure has the right not to be dismissed, subjected to any other detriment, or victimised, because he/she has made a disclosure.

The Company encourages workers to raise their concerns under this procedure in the first instance. If a worker is not sure whether or not to raise a concern, he/she should discuss the issue with his/her line manager.

40.2 Principles

Everyone should be aware of the importance of preventing and eliminating wrongdoing at work. Workers should be watchful for illegal or unethical conduct and report anything of that nature that they become aware of.

- Any matter raised under this procedure will be investigated thoroughly, promptly and confidentially, and the outcome of the investigation reported back to the worker who raised the issue.
- No worker will be victimised for raising a matter under this procedure. This means that the continued employment and opportunities for future promotion or training of the worker will not be prejudiced because he/she has raised a legitimate concern.
- Victimisation of a worker for raising a qualified disclosure will be a disciplinary offence.
- If misconduct is discovered as a result of any investigation under this procedure The Company's disciplinary procedure will be used, in addition to any appropriate external measures.
- Maliciously making a false allegation is a disciplinary offence.
- An instruction to cover up wrongdoing is itself a disciplinary offence. If told not to raise or pursue any concern, even by a person in authority such as a manager, workers should not agree to remain silent. They should report the matter to a director.

40.3 Procedure

This procedure is for disclosures about matters other than a breach of an employee's own contract of employment. If an employee is concerned that his/her own contract has been, or is likely to be, broken, he/she should use the Company's grievance procedure.

- In the first instance, and unless the worker reasonably believes his/her line manager to be involved in the wrongdoing, or if for any other reason the worker does not wish to approach his/her line manager, any concerns should be raised with the worker's line manager. If he/she believes the line manager to be involved, or for any reason does not wish to approach the line manager, then the worker should proceed straight to stage 3.
- The line manager will arrange an investigation of the matter (either by investigating the matter him/herself or immediately passing the issue to someone in a more senior position). The investigation may involve the worker and other individuals involved giving a written statement. Any investigation will be carried out in accordance with the principles set out above. The worker's statement will be taken into account, and he/she will be asked to comment on any additional evidence obtained. The line manager (or the person who carried out the investigation) will then report to the Leadership Team, which will take any necessary action, including reporting the matter to any appropriate government department or regulatory agency. If disciplinary action is required, the line manager (or the person who carried out the investigation) will report the matter to the Leadership Team who will invoke the disciplinary procedure. On conclusion of any investigation, the worker will be told the outcome of the investigation and what the Leadership Team has done, or proposes to do, about it. If no action is to be taken, the reason for this will be explained.
- If the worker is concerned that his/her line manager is involved in the wrongdoing, has failed to make a proper investigation or has failed to report the outcome of the investigations to the

Leadership Team, he/she should inform a director of the Company, who will arrange for another manager to review the investigation carried out, make any necessary enquiries and make his/her own report to the Leadership Team as in stage 2 above. If for any other reason the worker does not wish to approach his/her line manager he/she should also in the first instance contact a Director. Any approach to the Director will be treated with the strictest confidence and the worker's identity will not be disclosed without his/her prior consent.

- If on conclusion of stages 1, 2 and 3 the worker reasonably believes that the appropriate action has not been taken, he/she should report the matter to the proper authority. The legislation sets out a number of bodies to which qualifying disclosures may be made. These include:
  - HM Revenue & Customs;
  - the Financial Services Authority;
  - the Office of Fair Trading;
  - the Fair Work Agency;
  - the Health and Safety Executive; and
  - the Environment Agency.

41. During Your Employment

41.1 Housekeeping

You are required to make sure that your individual work area is always neat and tidy. Kitchens, utensils, vending areas, rest room facilities etc should be left clean and tidy after use at all times.

41.2 Parking

If you leave a private vehicle on or around our premises you do so at your own risk. We accept no liability for any loss or damage caused to private vehicles.

41.3 Personal mobile phones

If you bring your personal mobile into work you should keep it switched off or on silent during working hours. You should only use personal mobile phones during authorised work breaks unless authorisation has been received from your Line Manager.

41.4 Personal property

You should not bring valuable personal items into work. Do not leave anything unattended or overnight on our premises. We accept no liability for loss or damage to personal property that you bring onto our premises.

41.5 Random checks

We reserve the right to conduct random checks on you or your property while you are on our premises or engaged on our activities. Where such random checks are conducted, we take care to ensure that a work colleague accompanies you. We may ask you to remove the contents of pockets, bags, parcels, vehicles etc. This does not imply that we have suspicions about you. Such checks are random.

You may refuse to co-operate with a random check. However, we may consider this to be a breach of contract on your part. We also reserve the right to involve the police at any stage.

41.6 Stock / Property

You must not remove our property from our premises without approval. It must only be used for the work purposes intended.

You must report damage or loss of our property, goods or equipment to your Line Manager immediately. This includes, but is not limited to, cash, stock, fixtures and fittings, samples, computer equipment, telephone equipment and vehicles.

We will investigate whether carelessness, negligence, not following procedures or other wilful act caused the loss or damage. We may take disciplinary action if we believe it did.

You may also be liable to pay our reasonable costs to make good our losses for such items. This includes costs incurred for hire equipment or where we have to reimburse a third party. We may claim against our insurers for repair or replacement or other losses incurred. You may be required to pay any insurance excess that accrues.

In such circumstances we will advise you in advance, in writing, of the amount we will recover from your pay for monies owing.

41.7 Return of our property / equipment

You must return any property or equipment we have issued to you on termination of your employment before you leave. Property includes, for example, keys, documents, mobile telephones, disks / data, other records, personal protective clothing and equipment, ICT equipment, vehicle, stock and samples. This list is not exhaustive.

In the case of summary dismissal, you must surrender your property immediately when we indicate the outcome of a disciplinary hearing.

If you fail to return our property / equipment, you are liable for the cost of making good our reasonable losses. The same applies if you return items in an unsatisfactory condition. We will take account of deterioration caused by normal wear and tear. We will advise you in advance in writing, of any amount that we intend to recover from your pay for monies owing. We will pursue civil recovery measures at our entire discretion.

This Employee Handbook will be monitored periodically by the Company to judge its effectiveness and will be updated in accordance with changes in Employment Law as required.