



Gold Group Ltd.

Employee Handbook

Version 6

Updated 17-07-2026

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This Employee Handbook sets out the main policies and procedures that you will need to be aware of while working for us. You should familiarise yourself with the Handbook and comply with it at all times. Any questions you have regarding the content of the Handbook should be referred to your line manager or Human Resources in the first instance.

The individual policies set out in this Handbook indicate whether they apply to all staff or certain categories of staff.

The policies and procedures contained in this Handbook do not form part of the terms of your employment contract with us (which will be provided to you separately), are non-contractual (unless otherwise stated) and are intended for guidance only and may be amended from time to time.

1. COMPANY RULES AND PROCEDURES

1.1 Company Property

1.1.1 During your employment you will have access to and be using equipment belonging to the Company including computers, printers, software, stationery, telephones etc. This property is provided for business use only. Non-business use is prohibited unless you have prior authority from your line manager or unless otherwise provided for in this handbook.

1.1.2 You may not, otherwise than in the course of your employment, remove property from our premises without prior authorisation from your line manager. Any employee found removing property without authorisation may be liable to disciplinary action.

1.1.3 We reserve the right to carry out a search of your desk, locker, bag or other container in your possession where there is good reason to suspect that you have removed Company property without permission. Such a search would always be conducted in your presence and you would be permitted to have a colleague present with you.

1.2 Telephones

The Company accepts that employees will sometimes need to make or receive personal calls during the working day. Nonetheless it is important that such calls are kept to a minimum and as brief as possible. Excessive use of the Company telephone system for personal calls may result in you becoming liable to pay the full cost of all such calls and in some circumstances may also be treated as a disciplinary matter.

1.3 Loss or Theft of Property

You are expected to take care of any items of personal property brought on to or left on the Company's premises. We discourage employees from bringing valuable items to work but where they are, they remain your responsibility at all times and, where appropriate, should be insured by you against loss and damage.

All cases of theft, whether of Company or personal property, must be reported immediately to your manager. Should you see anyone acting suspiciously, you should report the matter immediately to a manager.

1.4 Personnel Records

The Company maintains personnel records on all employees which are strictly private and confidential. It is important that these details are kept up to date and therefore we do ask that employees notify us as soon as possible of any changes in their personal circumstances, such as a change of address, telephone number, change of next of kin etc.

1.5 Performance Management

Employees will have regular informal meetings during which the relevant line manager will discuss team and individual performance.

In addition, your line manager will hold regular formal appraisals with you. There will usually be at least one formal appraisal per year for each employee. The purpose of the appraisals is to review your personal performance, address any concerns at an early stage, to set goals for the future and to look at career progression and personal development.

You will have the opportunity to discuss any appraisal fully with your line manager at an appraisal meeting, as well as looking at future career prospects and training and development needs.

We may, at our absolute discretion, reimburse or contribute to the costs of employees wishing to attend relevant training courses, professional studies, seminars or courses of study from time to time as appropriate. Training is intended to improve performance and effectiveness in your job and to provide career and personal development within the Company.

1.6 Personal Car Use

If driving is a requirement of your duties for the Company, you must immediately inform us:

- If you are prosecuted or are to be prosecuted for any road traffic offence
- If your driving licence is endorsed
- If you are disqualified from holding a driving licence

You shall, if requested to do so, produce your driving licence to the Company for inspection.

Where you use your own car for business use, you are solely responsible for ensuring that you have adequate motor insurance in place, which will usually mean that your personal insurance will need to cover you for personal and business use of your vehicle. Whilst we will not usually routinely check, we reserve the right to require proof of adequate insurance from you in the form of a valid insurance certificate at any time.

You may not use your mobile telephone whilst driving unless you have a hands-free kit. We may take disciplinary action against you in the event that you are found to have been using your mobile in breach of this policy.

You will be responsible for and must pay all parking tickets/fines you incur whilst driving your own car for business use.

1.7 Smoking

The Company operates a no-smoking policy within all of its premises.

Gold Group operates a policy that all our workplaces are smoke/vapour free, and all employees have a right to work in a smoke/vapour free environment. Smoking, including e-cigarettes, is not permitted in any part of the premises including lifts, corridors, stairways, restaurant/canteen, rest rooms, meeting rooms, toilets, reception areas, entrances/exits and company vehicles at any time, by any person regardless of their status or business with Gold Group. Staff members and customers are to use the externally designated area(s) and/or smoking shelters.

Smoking is prohibited in all Company vehicles. If you use your own vehicle for work and other workers, customers, suppliers or visitors use or travel in your vehicle in the course of work, you are also prohibited from smoking in that vehicle.

If you attend third-party premises during the course of your work you must observe the no-smoking policy applicable to those premises. In any event, you should not smoke in front of

customers or suppliers. All workers have responsibility to ensure the Company's no-smoking policy is followed. If any worker, customer, supplier or other visitor refuses to comply with our no-smoking policy you must refer the matter to a manager immediately.

It is recognised that it would not be appropriate to totally exclude cigarette breaks or to put a restrictive number in place. Smokers should be mindful of the impact of their breaks on both their work and colleagues. As such smokers should limit their cigarette breaks during working hours by smoking outside of normal working hours or within agreed break times. It will be the responsibility of the line manager to monitor this at a local level and to bring any concerns to the attention of the individual.

Failure to comply with this policy will be treated as a disciplinary matter and for the avoidance of doubt serious or persistent breaches may result in dismissal.

1.8 Dress

The Company maintains high professional standards and it is important that staff dress and present themselves accordingly. When meeting with clients and candidates and other third parties you are expected to wear smart business attire.

The Company has a separate Dress Code policy as follows:

1.8.1 Purpose

The dress code policy sets acceptable standards to help guide employees with what is deemed appropriate to wear to work.

1.8.2 Scope

Gold Group operates a dress code policy to all staff. All staff have the responsibility to ensure this policy is followed.

1.8.3 Policy

You may wear business attire or smart casual clothes Monday to Friday.

Smart Casual includes: Jeans, chinos, shirts, polo-shirts, smart T-shirts, smart shorts, trainers etc. Please be presented in a smart and professional manner. You must be dressed appropriately for work.

As a guide, the following would not be considered suitable: Sportswear, tracksuits/tracksuit bottoms, football shirts, novelty / fancy dress and barely there or revealing clothing.

The Company maintains high professional standards and it is important that staff dress and present themselves accordingly. When meeting with clients, candidates and other third parties you are expected to wear smart business attire.

You may prefer to wear traditional business attire and if this is the case please do so.

1.9 Display Screen Equipment and Eye Tests

- 1.9.1** We will assess your workstation and your use of any display screen equipment and ensure that you are adequately trained for any workstation you work at. If you use display screen equipment we encourage you to take regular breaks from looking at the screen.

- 1.9.2** If you use display screen equipment as part of your job and you feel that you need an eye test, inform your manager of the date of the appointment and the optician, who will then ask you to complete an Eye Test Expense form.
- 1.9.3** Once you have had the eye test, the cost of that eye test will be refunded to you up to the value of £30, with no tax or NI to pay. If you then require corrective/new lenses for VDU work only, i.e. glasses required performing the tasks of your job, then Gold Group will contribute £50 to the basic price of those corrective/new lenses, this does not include designer frames, bi-focal, vari-focal lenses, etc. in order for us to reimburse the costs of any eye test, the test must be conducted by a qualified Optometrist or Ophthalmic medical Practitioner
- We will also pay for subsequent eye and eyesight tests up to the value of £30 at intervals recommended by the optician or doctor.
- 1.9.4** Full details in relation to eye tests can be found in the Company's separate Eye Test policy (which can be found at section 17.7 of the Employee Handbook (below)).

2. EXPENSES POLICY

2.1 General principles

You are entitled to be reimbursed in respect of all reasonable out of pocket expenses incurred by you in the proper performance of your duties, subject to compliance with the expenses claims procedure set out below. You should always try to keep expenses to a minimum.

Only expenses incurred wholly for business purposes will be accepted.

2.2 Expenses Claims Procedure

Claims for expenses should be made on an expense claim form. Forms should be submitted to your manager within 30 days of when the expenditure has been incurred.

All expense claim forms must be countersigned by your line manager and supported by valid receipts (excluding bank payment slips or credit card payment slips). The expense claim form should then be approved by a senior manager. Expenses will only be paid if approved by your line manager and a senior manager. Expense claim forms must not be sent to the Finance Department for payment without appropriate authorisation. The onus is upon the employee to ensure authorisation is obtained. Payment runs are each Thursday with cleared funds being the following Tuesday. For an expense to be paid, it must be received by the accounts department by the close of business on the Wednesday preceding.

If you are uncertain as to whether an expense will be reimbursed by the Company, you should seek clarification from your line manager before the expense is incurred.

Generally, the following expenses will not usually be reimbursed:

- Employees entertaining other employees
- Entertainment or travel expenses for your spouse/domestic partner
- Departmental social functions
- Limousine hire/Gifts (including tickets), other than for client entertaining purposes approved in advance by your line manager

In addition to this Expenses Policy, your department may operate particular procedures relevant to its business. You are therefore required to familiarise yourself with any arrangements pertaining to business expenses which apply in your department.

Any attempt to knowingly or falsely claim expenses in breach of this policy may result in action being taken under our disciplinary procedure.

2.3 Documentation and Information Requirements

You will need to provide the following information on the expenses claim form in order to claim back any expenses:

2.3.1 Date

The date of expenditure.

2.3.2 Description

You should provide details of the business reason for the expenditure, e.g. train travel to London for a client meeting.

2.3.3 Category of expenditure

All expenditure must state whether the expense was for a client or contractor or an employee and must state the names or group of persons involved. This is particularly important if any expenditure relates to employees. A taxable benefit upon the individual may result from employee entertaining.

2.3.4 Amount of Expenditure

This should be shown gross of VAT i.e. the total amount of expenditure incurred. The finance department will be responsible for analysing any VAT element.

2.3.5 Receipts

All expenses must be documented by an original receipt or invoice (not a photocopy). Credit card charge slips or bank card payment slips do not constitute a valid receipt. A valid VAT receipt must show the supplier's VAT registration number if applicable.

2.3.6 The following will apply for expenditure not supported by a valid VAT receipt:

- If the amount is less than £10, the circumstances must be documented to substantiate the existence of the expenditure.
- If the amount is more than £10 then copy invoices or receipts must be obtained from the place where the expense was incurred.

Failure to apply with the above will result in the expense being borne by the individual.

2.4 Business Travel

In particular the Company will not refund:

- The cost of travel from your home to the office
- The cost of the return journey home
- The cost of parking outside the Company's premises
- Any fines received for illegal parking

If you are required to travel for the Company, you will be reimbursed for reasonable expenses incurred by you in connection with your travel. This includes mileage reimbursement in your own car, or the cost of transportation arranged by the Company. It also includes mileage, tolls for bridges or tunnels and parking fees and any other business expense approved in

advance by your line manager. Use of a personal vehicle should be limited to “business use” situations in which public transportation is neither practical nor economical.

All business travellers are required to submit expense claim forms for reimbursement within 30 days of returning from a business trip. Expense claims submitted later than 30 days after your return from a business trip may not be reimbursed.

Details of the current mileage allowance can be obtained from your line manager. Mileage distance will be calculated from (1) your home or (2) your normal place of work, to the end destination, whichever is lower.

2.5 Business Entertaining

When submitting an expense claim form for reimbursement of your costs incurred when entertaining the Company’s clients, you should specify those persons entertained and the venue.

The expenditure must be for a genuine business meeting, and the employee incurring the cost must have an expectation of deriving income or business benefit from the expenditure.

The Company will not accommodate excessive expenditure on business entertaining.

Reasonable gratuities for services by waiters or waitresses, etc. will be reimbursed.

2.6 Use of your Home/Personal Mobile Telephone

You can claim reimbursement of costs incurred when using your home and/or personal mobile telephone for business calls.

2.7 Termination of Employment

When you leave our employment, all outstanding expense claims must be submitted to us within 30 days of your termination date. Expenses submitted later than 30 days after the termination of your employment will not be reimbursed.

3. HEALTH AND SAFETY POLICY

3.1 General principles

Under existing health and safety at work legislation, we have a duty to ensure your health, safety and welfare at work so far as is reasonably practicable.

Employees also have a statutory duty to take reasonable care for their own safety and for that of other persons who may be affected by their acts or omissions at work, co-operating so far as is necessary to enable the duty of the Company to be performed and complied with.

Therefore you should:

- Take reasonable steps to ensure the health and safety of yourself and that of others who may be affected by your behaviour and activities at work
- Co-operate fully with us to ensure that any duties or requirements imposed by or under any relevant statutory provisions can be complied with and/or carried out
- Refrain from intentional or reckless interference with anything provided in the interest of health and safety or to misuse anything so similarly provided
- Correctly use all safeguards, protective clothing and equipment provided
- Adhere to any risk assessment and safety procedures and comply with any relevant information provided by the assessment;

- Assist, where required, in the investigation of all significant accidents and incidents in order to discover the cause and prevent any recurrence
- Maintain good standards of housekeeping, tidiness and cleanliness, especially within your own working area
- Report any accident and/or incident, hazard or near miss (whether or not personal injury results) to the Health & Safety Officer (see Accident Book below)
- Seek first aid treatment and report any injury (no matter how slight) to your line manager
- Report any defects to equipment without delay and not attempt repairs which you have not been authorised or are not specially qualified or trained to carry out

3.2 First Aid

The details of the Company's first aid facilities and the names of our appointed first-aiders are displayed on the intranet and on the staff notice board.

3.3 Accident Book

All accidents occurring on the Company's premises, which result in personal injury, must be reported to your line manager as soon as possible. These incidents will then be recorded in the accident book.

3.4 Fire/Bomb Precautions

Upon joining the Company, you must acquaint yourself with the fire instructions displayed on all notice boards and provided to employees on their first day. The Company has appointed fire officers who are aware of the required procedures.

If you receive a bomb warning by any means or see any suspicious packages, you should inform people in the immediate area, and evacuate the building, if appropriate.

Full details of our fire/evacuation procedure can be found in our separate Fire Drill and Fire Evacuation policy in section 17 of the Employee Handbook which all staff must be familiar with.

3.5 Health and Safety Officer

The Company's Health and Safety Officer is responsible for providing adequate health and safety training for all staff, for investigating any injuries or work-related disease, for ensuring that accident records are kept, and for submitting reports to the relevant authorities if required under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

3.6 National Health Alerts

In the event of an epidemic or pandemic alert we will organise our business operations and provide advice on steps to be taken by staff in accordance with official guidance, to reduce the risk of infection at work as far as possible. Any questions should be directed to your line manager or Human Resources in the first instance. It is important for the health and safety of all of our staff that you comply with instructions issues in these circumstances.

4. TIME OFF POLICY

4.1 General principles

There may be times when you require time off for reasons other than sickness or holiday. The most common reasons are set out below. The purpose of this policy is to give you some guidance as to how we deal with such requests, which should always be made to your manager.

It is important to bear in mind that there is no contractual entitlement to be paid during any period of leave taken for any of the reasons set out below, unless specifically provided for in this policy or agreed by us in writing. Payment of salary therefore remains at the Company's discretion and will be considered on a case by case basis.

You may also be entitled to additional time off as set out in the Company's Work and Family Policy below.

4.2 Medical Treatment

You may attend appointments for any necessary dental or medical treatment during normal working hours with the prior agreement of your line manager. Wherever possible, however, appointments should be arranged at the beginning or the end of the working day.

4.3 Bereavement

Special leave may be granted in the event of the death of a member of your immediate family (e.g. spouse, parents, siblings and children). Where the responsibility for arranging the funeral of another relative falls to you, reasonable leave will also be granted for this purpose.

You may also be entitled to statutory parental bereavement leave if a child has died or been stillborn after 24 weeks of pregnancy. Parental bereavement leave entitlement is set out in the Company's Work and Family Policy below.

4.4 Public Duties

You are entitled to reasonable periods of leave to perform any public duties listed under Section 50 of the Employment Rights Act 1996. In determining what is a reasonable period of leave, we will take into account how much time off you require, how much leave has already been given for the same purpose and the needs of our business at any particular time.

4.5 Jury Service

If you are called for jury service or as a witness in a court case, your manager should be notified immediately. You must provide a copy of your summons if requested. The necessary leave will be granted for this period of absence. If you are only required for half or part of a day, you should attend work for the part of the day that you are not required, unless you have agreed such further absence with your line manager. You may be required to provide official confirmation of the times and days that you are required to be in court. Depending on the demands of our business, we may request that you apply to be excused from or defer your jury service.

We are not required by law to pay you while you are absent on jury service. You will be advised at court of the expenses and loss of earnings you can claim. We will pay employees on jury service the difference between normal pay and the allowance received from the court.

4.6 Military Service

Employees required to undertake reserve military training may request an additional five days' leave upon provision of the relevant service documentation (signed by the commanding officer) and approval by your line manager. Should such training exceed five working days, the excess time may be taken from your annual holiday entitlement.

4.7 Emergency time off to look after Dependants

You have a right to take a reasonable period of unpaid time off in any of the following circumstances:

- To provide assistance when a dependant falls ill, gives birth or is injured or assaulted
- To make arrangements for the provision of care for a dependant who is ill or injured
- In consequence of the death of a dependant

- Because of any unexpected disruption or termination of arrangements for the care of a dependant (for example, where a childminder falls ill)
- To deal with an incident involving your child which occurs unexpectedly during a period when the child would normally be at school or other educational establishment
- A 'dependant' means a spouse, civil partner, child, parent; or any person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or any other person who reasonably relies on you to provide assistance, make arrangements or take action of the kind referred to in this paragraph..

You must tell us as soon as reasonably practicable the reason for your absence and how long you expect to be absent from work. There may be exceptional circumstances where you have returned to work before it has been possible to contact us but you should still tell us the reason for your absence as soon as possible upon your return.

The amount of time off to which you are entitled will vary according to the circumstances of the emergency, but in most cases one or two days will be deemed sufficient.

4.8 Carer's Leave

Employees are entitled to unpaid carer's leave under the Carer's leave Act 2023. This leave is available from day one of employment and applies to caring responsibilities for a spouse, child, parent or other dependant. The maximum duration of carer's leave is one week per year.

Employees can take up to one week of leave every 12 months. This leave can be taken as individual days if required. If the request is for one day, we require at least 3 days notice. If the request is for more than one day, the notice must be at least twice as long as the requested leave. For example, if the request is for 2 days, the notice period must be at least 4 days. We would appreciate as much notice as reasonably can be provided.

We might ask the employee to take carer's leave at a different time if this would cause serious disruption to the business. In this situation we would agree another date within one month of the requested date for the leave and put the reason for the delay and new date in writing to the employee within 7 days of the original request, and before the requested start date of the leave.

5. DISCIPLINARY RULES AND PROCEDURE

5.1 General principles

The aim of the disciplinary rules and procedure is to provide a framework within which we can work with employees to maintain satisfactory standards of conduct and to encourage improvement where necessary.

This procedure applies to all employees. It does not apply to agency workers or self-employed contractors. This procedure does not form part of your contract of employment, and we may amend it at any time.

Generally, this procedure does not apply to cases involving:

- Genuine sickness absence
- Proposed redundancies
- Poor performance or capability

In respect of these matters other procedures will be applied.

Minor conduct issues can normally be resolved informally between you and your managers. These discussions should be held in private and without undue delay whenever there is cause for concern. 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).

Except in cases of gross misconduct, you would not normally be dismissed for a first act of misconduct. We will normally give you a warning and a chance to improve. We may not always apply this principle if your probationary period has not yet been completed.

Any steps under this procedure should be taken promptly unless there is a good reason for delay. We may vary any time limits if it is reasonable to do so.

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

If you are in any doubt as to your responsibilities or the standards of conduct expected you should speak to your manager or Human Resources.

5.2 Rules of conduct

Whilst employed by us you should at all times maintain professional and responsible standards of conduct. In particular you should:

- Observe the terms and conditions of your contract
- Observe all policies, procedures and regulations included in this Employee Handbook or notified to you from time to time by means of notice boards, email, the intranet or otherwise
- Take reasonable care in respect of the health and safety of employees and third parties and comply with our Health and Safety Policy
- Comply with all reasonable instructions given by your managers
- Act at all times in good faith and in the best interests of the Company, its customers and employees.

Failure to maintain satisfactory standards of conduct may result in steps being taken under the disciplinary procedure.

5.3 Misconduct

The following are examples of matters that will normally be regarded as misconduct:

- Minor breaches of the Company's policies and procedures
- Minor breaches of your employment contract
- Non serious damage to, or unauthorised use of, company property
- Poor timekeeping
- Time wasting
- One off unauthorised absences from work
- Refusal to follow instructions
- Excessive use of company telephone for personal calls
- Excessive personal email or internet usage;
- Minor one-off use of obscene language or similar other offensive behaviour
- Negligence in the performance of your duties
- Smoking in no-smoking areas

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

5.4 Gross misconduct

Gross misconduct is misconduct which, in our opinion, is serious enough to prejudice our business or reputation, or which irreparably damages the working relationship and trust between employer and employee. It is a serious breach of contract and may lead to summary dismissal (i.e. dismissal without notice or payment in lieu of notice).

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

- Theft or fraud
- Physical violence or threats of violence
- Bullying
- Deliberate and serious damage to property
- Serious misuse of our property or name
- Deliberately accessing internet sites containing pornographic, offensive or obscene material
- Serious insubordination
- Bringing the organisation into serious disrepute
- Incapability brought on by alcohol or illegal drugs
- Causing loss, damage or injury through serious negligence
- Serious or repeated breach of health and safety rules
- Serious breach of confidence
- Theft, or unauthorised removal of our property or the property of an employee, contractor, customer or member of the public
- Fraud, forgery or other dishonesty, including fabrication of expense claims and time sheets
- Acceptance of bribes or other secret payments arising out of your employment
- Accepting a gift above the value of £50 from a customer, supplier, contractor or other third party in connection with your employment without prior consent from your managers;
- Deliberate damage to our buildings, fittings, property or equipment, or the property of an employee, contractor, customer or member of the public
- Conviction for a criminal offence that in our opinion may affect our reputation or our relationships with our employees, customers or the public, or otherwise affects your suitability to remain an employee
- Being under the influence of alcohol, illegal drugs or other substances during working hours
- Possession, use, supply or attempted supply of illegal drugs
- Knowing breach of statutory rules affecting your employment
- Unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure
- Unauthorised use, processing or disclosure of personal data contrary to our Data Protection Policy
- Harassment or discrimination against employees, contractors, clients or members of the public on the grounds of age, gender, marital status, gender reassignment, race, colour, nationality, ethnic or national origin, disability, religion or belief or sexual orientation contrary to our Equal Opportunities or Harassment and Bullying Policies
- Failure to disclose any of the information required by your employment or any other information that may have a bearing on the performance of your duties;
- Giving false information as to qualifications or entitlement to work (including immigration status) in order to gain employment or other benefits
- Knowingly taking parental, paternity or adoption leave when not eligible to do so or for a purpose other than supporting a child

- Making untrue allegations in bad faith against another employee
- Victimising another employee who has raised concerns, made a complaint or given evidence information under the Grievance Procedure, Disciplinary Procedure or otherwise
- Serious misuse of our information technology systems (including misuse of developed or licensed software, use of unauthorised software and misuse of email and the internet) contrary to our Electronic Communications policy
- Undertaking unauthorised paid or unpaid employment during your working hours
- Breach of our Social Networking policy

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

5.5 Confidentiality

Our aim during an investigation or disciplinary procedure is to deal with 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, in our discretion, we believe that a witness's identity should remain confidential.

Witnesses must treat as confidential any information given to them in the course of an investigation, including the identity of any employees under investigation.

5.6 Investigations

The purpose of an investigation is for us to establish a fair and balanced view of the facts before deciding whether to proceed with a disciplinary hearing. This may involve reviewing any relevant documents, interviewing you and any witnesses, and taking witness statements.

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. However, we may allow you to bring a companion if it helps you to overcome a difficulty caused by a disability, or any difficulty in understanding English.

You must cooperate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending any investigative interviews. The amount of investigation required will depend on the nature of the allegations and will vary from case to case.

5.7 Suspension

In some circumstances we may need to suspend an employee from work while an investigation or disciplinary procedure is on-going. The suspension will be for no longer than necessary 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 employees, unless you have been authorised to do so by a senior manager.

Suspension of this kind is not a disciplinary sanction and does not imply that any decision has already been made about your case about the allegations. You will continue to receive your full salary and benefits during suspension.

5.8 Written information

Following any investigation, if we consider there are grounds for disciplinary action, we will inform you in writing of the allegations against you and the basis for those allegations. This will normally include:

A summary of relevant information gathered during the investigation

Documents which will be used at the disciplinary hearing

Witness statements which will be used at the hearing, 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

You will have a reasonable opportunity to consider this information before the hearing.

5.9 Disciplinary hearing

We will give you written notice of the date, time and place of the disciplinary hearing, which will normally be held between two days and one week after you receive the written notice. The hearing will be chaired by a manager.

You may bring a companion with you to the disciplinary hearing.

You must take all reasonable steps to attend the hearing. Failure to attend a hearing without good reason may be treated as misconduct in itself. If you or your companion cannot attend at the time specified you should inform us immediately and we will seek to agree an alternative time.

The purpose of the disciplinary hearing is to review the evidence and to enable you to respond to any allegations that have been made against you. If you have a companion, he or she 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.

The disciplinary hearing may be adjourned if we need to carry out any further investigations. For example, we may decide to re-interview witnesses in the light of any points that have been raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

As soon as possible after the disciplinary hearing we will inform you in writing of our decision (including details of any misconduct that we consider you have committed, and the disciplinary sanction to be applied) together with the reasons for our decision. We will also inform you of your right of appeal. Where possible we will also explain this information to you in person.

5.10 Appeals

If you wish to appeal you will be given the name of the person you should direct your appeal to and the timeframe for doing so (usually 5 working days from when you were informed of our decision). Your appeal should be in writing and must set out the full grounds of your appeal. We will give you written notice of the date, time and place of the appeal hearing. We will normally give you between two days and one week's notice of the appeal hearing. In cases of dismissal the appeal will be held as soon as possible.

Where practicable, the appeal hearing will be conducted by a manager who is senior to the person who conducted the disciplinary hearing. You may bring a companion with you to the appeal meeting.

If you raise any new matters in your appeal, we may need to carry out further investigation prior to the appeal hearing. If any new information comes to light, we will provide you with the details as set out above. You will have a reasonable opportunity to consider this information before the hearing.

The appeal hearing may be a complete rehearing of the matter or it may be a review of the original decision taking account of any new information. This will be at our discretion depending on the circumstances.

Following the appeal hearing we may:

- Confirm the original decision
- Revoke the original decision
- Substitute a different disciplinary sanction

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

The date on which any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, you will be reinstated with no loss of continuity or pay.

5.11 Right to be accompanied

As already mentioned above, you may bring a companion to any disciplinary or appeal hearing under this procedure. The companion may be either a trade union official or a colleague. You must tell us who your chosen companion is, in good time before the hearing.

Acting as a companion is voluntary and employees are under no obligation to do so. Employees will be allowed reasonable time off from duties without loss of pay to act as a companion.

If your choice of companion is unreasonable we may ask you to choose someone else. For example:

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

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

5.12 Disciplinary sanctions

The usual penalties for misconduct are set out below. No sanction/penalty should be imposed without a hearing. We aim to treat all employees fairly and consistently. Disciplinary action previously taken against other employees 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.

You will not normally be dismissed for a first act of misconduct, unless we decide it amounts to gross misconduct or if you have yet to have completed your probationary period.

Depending on the seriousness of the matter any of the following stages may be omitted.

5.12.1 Stage 1: Verbal warning

You may be given a verbal warning for a minor act of misconduct where you have no other active warnings on your disciplinary record.

The warning will set out the nature of the misconduct, the change in behaviour required and the likely consequences of further misconduct.

A record of the warning will be placed permanently on your personnel file and will remain active for six months from the date it is given, after which time it will normally be disregarded in deciding the outcome of future disciplinary proceedings.

5.12.2 Stage 2: First written warning

A first written warning will usually be given for first acts of misconduct where there are no other active warnings on your disciplinary record or minor misconduct where there is an active verbal warning on your record. The warning will set out the nature of the misconduct, the change in behaviour required and the likely consequences of further misconduct.

The warning will be placed permanently on your personnel file and will remain active for six months from the date it is given, after which time it will normally be disregarded in deciding the outcome of future disciplinary proceedings.

5.12.3 Stage 3: Final written warning

A final written warning will usually be given for:

- Misconduct where there is already an active written warning on your record
- Cases where there is no active written warning on file but we consider that the misconduct is sufficiently serious to warrant a final written warning

The warning will set out the nature of the misconduct, the change in behaviour required and the likely consequences of further misconduct.

The warning will be placed permanently on your personnel file and will normally remain active for 12 months or, if we decide that the matter is more serious, for a longer period. Your conduct may be reviewed at the end of this period and if it has not improved sufficiently we may decide to extend the active period. After the active period the warning will normally be disregarded in deciding the result of future disciplinary proceedings. In exceptional cases verging on gross misconduct, a warning may remain active indefinitely.

5.12.4 Stage 4: Dismissal

We may decide to dismiss you in the following circumstances:

- Misconduct during your probationary period
- Misconduct where there is an active final written warning on your record
- Gross misconduct regardless of whether you have received any previous warnings

Gross misconduct will usually result in summary dismissal (i.e. dismissal without notice or payment in lieu of notice). In cases not involving gross misconduct you will be given your full contractual notice period, or payment in lieu of notice.

5.12.5 Alternative sanctions short of dismissal

In appropriate cases we may consider some other sanction short of dismissal, such as:

- Demotion
- Transfer to another department or job
- Period of suspension without pay
- Loss of seniority
- Reduction in pay
- Loss of future pay increment or bonus
- Loss of overtime

These sanctions may be used in conjunction with a written warning.

6. CAPABILITY PROCEDURE

6.1 General principles

The primary aim of this procedure is to provide a framework within which we can work with employees to maintain satisfactory performance standards and to encourage improvement where necessary. It is our policy to ensure that concerns over performance are dealt with fairly. No sanctions will be imposed on an employee until steps have been taken to establish the facts and the employee concerned has been given the opportunity to explain their case at a hearing. An employee who has passed their probationary period should not be dismissed for poor performance without prior warning, except in cases of gross misconduct.

This procedure applies to all employees regardless of status or length of service. It does not apply to agency workers or self-employed contractors. This procedure does not form part of your contract of employment, and we may amend it at any time.

In cases amounting to gross negligence, or in any case involving an employee who has not yet completed their probationary period, the warnings at Stage 1 and Stage 2 of the procedure may be omitted. In either case employees will not be dismissed on performance grounds without a fair hearing and the right of appeal.

Any steps under this procedure should be taken promptly unless there is a good reason for delay. The time limits in this procedure may be varied if it is reasonable to do so.

6.2 Disabilities

At each stage, consideration should be given to whether the unsatisfactory performance is related to a disability and if so, whether there are reasonable adjustments that could be made to the requirements of the job or other aspects of the working arrangements. You should inform us of any medical conditions that you consider relevant.

If you have difficulty at any stage of the procedure because of a disability you should ask us for assistance. We may consider making adjustments to this procedure in appropriate cases.

6.3 Informal discussions

In the first instance, performance issues should normally be dealt with informally between you and your managers as part of day-to-day management. Informal discussions may be held, for example, with a view to:

- Clarifying the required standards
- Identifying areas of concern
- Establishing the likely causes of poor performance and identifying any training needs
- Setting targets for improvement
- Agreeing a time-scale for review

The formal procedure set out below should be used if informal discussions have not resulted in a satisfactory improvement, or in the first instance for more serious cases.

6.4 Capability hearings

Our aim is to deal with performance 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 a matter which is subject to this capability procedure.

A capability hearing will be held at each stage of the procedure. Unless it is impractical to do so, we will give you between 2 -7 days' written notice of the date, time and place of the capability hearing.

We will inform you in writing of our concerns over your performance and the basis for those concerns. You will have a reasonable opportunity to consider this information before the hearing. The hearing will be held by your line manager.

You may bring a companion with you to the hearing. You must take all reasonable steps to attend the hearing. Failure to attend a hearing without good reason may be treated as misconduct. If you or your companion cannot attend at the time specified you should inform us immediately and we will seek to agree an alternative time.

You, and anyone accompanying you (including any witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.

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

We will give you written confirmation of our decision, the reasons for it, and your right of appeal, usually within one week of a capability hearing (unless this time scale is not practicable, in which case we will confirm this information as soon as possible).

6.5 Right to be accompanied at hearings

You may bring a companion to any capability or appeal hearings under this procedure. The companion may be either a trade union official or a fellow employee. You must tell the manager conducting the hearing who your chosen companion is, in good time before the hearing.

Employees are allowed reasonable time off from duties without loss of pay to act as a companion. There is no duty on employees to act as a companion if they do not wish to do so. In some circumstances your choice of companion may not be allowed, for example, anyone who may have a conflict of interest, or whose presence may prejudice the hearing. Your companion should not normally be an employee working at another site, unless no-one reasonably suitable is available at the site at which you work.

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

Your companion may make representations, ask questions, and sum up your case, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during the hearing.

6.5.1 Stage 1: First capability hearing

Where performance is unsatisfactory and informal steps have either failed to resolve the situation or are not appropriate, a first capability hearing will be held. The purposes of the first capability hearing include:

- Setting out the required standards that are considered not to have been met
- Establishing the likely causes of poor performance
- Allowing you the opportunity to explain the poor performance and ask any relevant questions
- Discussing measures, such as additional training or supervision, which may improve performance
- Setting targets for improvement
- Setting a time-scale for review

Following the hearing, if we decide that it is appropriate to do so, we will give you a first written warning setting out:

- The areas in which you have not met the required performance standards
- Targets for improvement
- Any measures, such as additional training or supervision, which will be taken with a view to improving performance
- A time-scale for review
- The consequences of failing to improve within the review period, or of further unsatisfactory performance

The warning will normally remain active for six months, after which time it will normally be disregarded for the purposes of the capability procedure. A record of the warning will form a permanent part of your personnel record.

Your performance will be monitored and at the end of the review period we will write to inform you of the next step, as follows:

- If we are satisfied with your performance, no further action will be taken
- If we are not satisfied, the matter may be progressed to Stage 2
- If we feel that there has been a substantial but insufficient improvement, the review period may be extended.

6.5.2 Stage 2: Second capability hearing

If your performance does not improve within the review period, or if there are further instances of poor performance while your first written warning is still active, we will hold a second capability hearing.

The purposes of the second capability hearing include:

- Setting out the required standards that are considered not to have been met
- Establishing the likely causes of poor performance including any reasons why the measures taken so far have not led to the required improvement

- Allowing you the opportunity to explain the poor performance and ask any relevant questions
- Identifying further measures, such as additional training or supervision, which may improve performance
- Setting targets for Improvement
- Setting a time-scale for review

Following the hearing, if we decide that it is appropriate to do so, we will give you a final written warning, setting out:

- The areas in which you have not met the required performance standards
- Targets for improvement
- Any measures, such as additional training or supervision, which will be taken with a view to improving performance
- A further time-scale for review
- The consequences of failing to improve within the time-scale, or of further unsatisfactory performance

A final written warning will normally remain active for six or twelve months, after which time it will be disregarded for the purposes of the capability procedure. A record of the warning will form a permanent part of your personnel record.

Your performance will be monitored and at the end of the review period we will write to inform you of the next step, as follows:

- If we are satisfied with your performance, no further action will be taken;
- If we are not satisfied, the matter may be progressed to a stage 3 capability hearing; or
- If we feel that there has been a substantial but insufficient improvement, the review period may be extended.

6.5.3 Stage 3: Dismissal or redeployment

If your performance does not improve within the further review period set out in the final written warning, or if there are further serious instances of poor performance while your final written warning is still active, we will hold a further capability hearing.

The purpose of the stage 3 hearing include:

- Setting out the required standards that are considered not to have been met
- Identifying areas in which performance is still unsatisfactory
- Allowing you the opportunity to explain the poor performance and ask any relevant questions
- Establishing whether there are any further steps that could reasonably be taken to rectify the poor performance
- Establishing whether there is any reasonable likelihood of the required standard of performance being met within a reasonable time
- Discussing whether there is any practical alternative to dismissal, such as redeployment to any suitable job that is available at the same or lower grade

In exceptional cases where we believe that there is a reasonable likelihood of the necessary improvement being made within a reasonable time, a further review period will be set and the final written warning extended.

If performance remains unsatisfactory and there is to be no further review period, we may:

- Redeploy you into another suitable job at the same or a lower grade
- Dismiss you

Dismissal will normally be with full notice or payment in lieu of notice, unless you are guilty of gross misconduct within the meaning of our disciplinary policy, in which case we may dismiss you without notice or any pay in lieu.

6.6 Appeals

You may appeal against the outcome of any stage of the formal capability procedure. If you wish to appeal you should do so in writing, stating your full grounds of appeal, to the person stated in your decision letter within one week of the date on which you were informed of the decision.

Unless it is not practicable, we will give you between two days' and one week's written notice of the appeal hearing. In cases of dismissal the appeal will be held as soon as possible.

Where practicable, the appeal hearing will be held by a manager who is senior to the person who conducted the capability hearing. You may bring a companion with you to the appeal meeting.

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 details in writing. You will have a reasonable opportunity to consider this information before the hearing.

Depending on the grounds for your appeal, the appeal hearing may be a complete rehearing of the matter or a review of the original decision.

Following the appeal we may:

- Confirm the original decision
- Revoke the original decision
- Substitute a different outcome

Our final decision will be confirmed to you in writing, if possible, within one week of the appeal hearing. There will be no further right of appeal. The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss you will be revoked with no loss of continuity or pay.

7. GRIEVANCE PROCEDURE

7.1 General principles

It is our policy to ensure that all employees have access to a procedure to help resolve any grievances relating to their employment quickly and fairly. This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors. This procedure does not form part of your contract of employment, and we may amend it at any time.

Any steps under this procedure should be taken promptly unless there is a good reason for delay. The time limits in this procedure may be extended if it is reasonable to do so. We may vary this procedure as appropriate to a particular case. The procedure may also be discontinued if it becomes impracticable for either party to continue with it. In any case we will inform you in writing of the final outcome of your grievance.

Written grievances will be placed on your personnel file along with a record of any decisions taken, any appeal notice, the outcome of any appeal and any notes or other documents compiled during the grievance process.

If you have difficulty at any stage of the grievance procedure because of a disability, you should ask us for assistance.

7.2 Raising grievances informally

Most grievances can be resolved quickly and informally through discussion with your managers. If you feel unable to speak to your line manager, for example, because the complaint concerns him or her, then you should speak informally to a more senior manager or Human Resources. If this does not resolve the problem you should use the standard procedure below.

7.3 Written grievances: Standard procedure

You should put your grievance in writing and submit it to your line manager or Human Resources. If the grievance concerns your line manager you may submit it instead to a more senior manager or Human Resources. The written grievance should contain a brief description of the reasons for your complaint, including any relevant facts, dates, and names of individuals involved. In some situations we may need to ask you to provide further information.

7.4 Meetings and investigations: Standard procedure

You will be invited to a grievance meeting, which will normally take place no more than two weeks after we have received your written grievance. We may carry out such investigations as we consider appropriate prior to the meeting. This may involve interviewing you and any witnesses if appropriate.

You may bring a companion to any of the meetings under this procedure. You must take all reasonable steps to attend any meetings. If you or your companion cannot attend at the time specified for a meeting, you should inform us immediately and we will make reasonable efforts to agree an alternative time. You, and anyone accompanying you (including any witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.

The purpose of the initial grievance meeting is to enable you to explain your grievance and to discuss it with us. If you have a companion, he or she 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 meeting.

After the initial grievance meeting we may carry out such further investigations and/or hold such further grievance meetings as we consider appropriate. We will inform you of our decision and of your right of appeal usually within one week of the final grievance meeting or as soon as is reasonably practicable. We may hold a meeting to give you this information but in all cases it will be confirmed in writing.

7.5 Appeals: Standard procedure

Should you wish to appeal you should do so in writing to the person stated in your decision letter, 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 no more than one to two weeks after we receive your appeal. Where practicable, this will be held by someone senior to the person who conducted the grievance meeting(s). You may bring a companion to the appeal meeting.

Our final decision will be notified to you usually within one week of the appeal meeting. We may hold a meeting to give you this information but in all cases it will be confirmed in writing.

7.6 Right to be accompanied

As stated above, you may bring a companion to any meetings held under this procedure. The companion may be either a trade union official or a fellow employee. You must tell the person holding the meeting who your chosen companion is, in good time before the meeting. Employees are allowed reasonable time off from duties without loss of pay to act as a companion.

In some circumstances your choice of companion may not be allowed, for example, anyone who may have a conflict of interest, or whose presence may prejudice the meeting. Your companion should not normally be an employee working at another site, unless no-one reasonably suitable is available at the site at which you work. We may also ask you to choose someone else if the meeting would have to be delayed for over five working days because your companion is unavailable.

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

7.7 Bullying and harassment

If you have been the victim of bullying, harassment, or sexual harassment, or wish to report such conduct, you should refer to our Bullying and Anti-harassment Policy. Where concerns relate to a wider pattern of behaviour, a failure to address sexual harassment, or matters affecting the public interest, employees may also raise concerns under the Company's Whistleblowing Policy.

7.8 Reporting illegal or improper conduct: Whistleblowing

Should you wish to report wrongdoing within the organisation relating to illegal or improper conduct you should discuss this with Human Resources. However, where you are directly affected and you would like us to deal with it as a grievance, you should use this grievance procedure or the Bullying and Anti-Harassment procedure as appropriate. Concerns relating to sexual harassment may also fall within the Company's Whistleblowing Policy where the disclosure meets the legal requirements for whistleblowing protection. Employees who raise such concerns in good faith will be protected from detriment, victimisation, or dismissal in accordance with applicable legislation.

7.8.1 Purpose

This whistleblowing policy is intended to encourage employees and others to report any suspected wrongdoing in the knowledge that their concerns will be taken seriously and investigated as appropriate, and that their confidentiality will be respected.

7.8.2 Scope

To provide staff with guidance as to how to raise those concerns, and to reassure staff that they should be able to raise genuine concerns without fear of reprisals, even if they turn out to be mistaken.

This policy covers all employees, officers, consultants, contractors, volunteers, interns, casual workers and agency workers.

7.8.3 What is Whistleblowing?

Whistleblowing is the disclosure of information which relates to suspected wrongdoing or dangers at work. This may include:

- criminal activity
- failure to comply with any legal, professional obligation or regulatory requirements
- miscarriages of justice
- danger to health and safety
- damage to the environment
- bribery
- facilitating tax evasion
- financial fraud or mismanagement
- breach of our internal policies and procedures
- conduct likely to damage our reputation or financial wellbeing
- unauthorised disclosure of confidential information
- negligence
- the deliberate concealment of any of the above matters
- Sexual harassment, including concerns about workplace sexual harassment, a failure to prevent sexual harassment, or a culture which permits or tolerates sexual harassment

A whistleblower is a person who raises a genuine concern relating to any of the above. If you have any genuine concerns related to suspected wrongdoing or danger affecting any of our activities (a whistleblowing concern) you should report it under this policy.

This policy should not normally be used for complaints relating solely to your own personal circumstances, such as the way you have been treated at work. Such matters should generally be raised under the Grievance Procedure or the Bullying and Anti-Harassment Policy.

However, concerns regarding sexual harassment, systemic harassment, a failure to address sexual harassment, or matters affecting the wider workforce may constitute a protected whistleblowing disclosure and may be reported under this policy.

7.8.4 Raising a Whistleblowing Concern

We hope that in many cases you will be able to raise any concerns to your line manager. You may tell them in person or in writing if you prefer. They may be able to agree a way of resolving your concern quickly and effectively.

However, where the matter is more serious, or you feel that your line manager has not addressed your concern, or you prefer not to raise with them for any reason, you should contact a member of the senior management team, their details can be found on our company telephone list which are available on the company intranet.

We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

We will take down a written summary of your concern and provide you with a copy after the meeting. We will also aim to give you an indication of how we propose to deal with the matter.

7.8.5 Confidentiality

We hope that staff will feel able to voice whistleblowing concerns openly under this policy. However, if you want to raise your concern confidentially, we will make every effort to keep your identity secret. If it is necessary for anyone investigating your concern to know your identity, we will discuss this with you.

We do not encourage staff to make disclosures anonymously. Proper investigations may be more difficult or impossible if we cannot obtain further information from you. It is also difficult to establish whether any allegations are credible. Protect – The UK's Whistleblowing Charity

<https://protect-advice.org.uk>

7.8.6 Investigation and Outcome

Once you have raised a concern, we will try and carry out an initial assessment to determine the scope of any investigation. We will inform you of the outcome of our assessment. You may be required to attend additional meetings in order to provide further information.

In some cases, we may appoint an investigator or team of investigators including staff with relevant experience of investigations or specialist knowledge of the subject matter. The investigator(s) may make recommendations for change to enable us to minimise the risk of future wrongdoing.

We will aim to keep you involved of the progress of the investigation and its likely timescale. However, sometimes the need for confidentiality may prevent us giving you specific details of the investigation or any disciplinary action taken as a result. You should treat any information about the investigation as confidential.

7.8.7 Protection for those making complaints or assisting with an investigation

Employees who make complaints or who participate in good faith in any investigation conducted under this policy will be protected from any form of intimidation or victimisation as a result of their involvement.

Any employee who is, after investigation, found to have deliberately provided false information or to have acted in bad faith may be subject to action under the Disciplinary Procedure.

7.8.8 If you are not satisfied

While we cannot always guarantee the outcome you are seeking, we will try to deal with your concern fairly and in an appropriate way. By using this policy, you can help us to achieve this.

If you are not happy with the way in which your concern has been handled, you can raise it with a member of the senior management team.

7.8.9 Protection and Support for Whistleblowers

It is understandable that whistleblowers are sometimes worried about possible repercussions. We aim to encourage openness and will support staff who raise genuine concerns under this policy, even if they turn out to be mistaken.

Whistleblowers must not suffer any detrimental treatment as a result of raising a concern. Detrimental treatment may include dismissal, disciplinary action, withholding promotion opportunities, exclusion from meetings or projects, reduced working hours, threats, bullying, harassment, victimisation or any other unfavourable treatment connected with raising a protected disclosure.

If you believe that you have suffered any such treatment, you should inform a senior manager immediately. If the matter is not remedied, you should raise it formally using our Grievance Procedure.

You must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct you may be subject to disciplinary action.

7.8.10 Personnel Responsible for this Policy

This policy applies to all levels within the Company regardless seniority or status. However, it is not contractual and does not form part of your contract of employment

7.9 Grievances about disciplinary action

This grievance procedure should not usually generally be used to complain about disciplinary action that we have taken against you. If you are dissatisfied with any disciplinary action, you should submit an appeal under the disciplinary procedure or capability procedure, as appropriate. However, if you believe that disciplinary action has been or is being taken against you for a reason which does not relate to your conduct or capability, or for a reason which is discriminatory on grounds related to age, gender, sexual orientation, race, colour, nationality, ethnic or national origin, religion or belief or disability, you should submit a grievance in writing and it will be dealt with as follows:

- If we receive your grievance before the disciplinary appeal hearing takes place, we may deal with your grievance at the appeal hearing
- In any other case, we will follow the Company grievance procedure as set out above.

8. EQUAL OPPORTUNITIES AND DIVERSITY POLICY

8.1 General Principles

It is the Company's policy not to discriminate against its workers on the basis of their gender, transgender, sexual orientation, marital status or civil partnership status, responsibility for dependents, any gender reassignment, race, religion or belief, colour, nationality, ethnic or national origin, language, disability or age, pregnancy or trade union membership or the fact that they are a part-time worker or a fixed-term employee.

Equal opportunity is about complying with our legal obligations to provide equal access to opportunities and services for everyone. It is also about removing any barriers or discriminatory practices that may affect particular groups.

Diversity is about bringing together a rich mix of people with differing perspectives and from different backgrounds, and creating an environment in which those differences are valued. Diversity improves competitiveness by enlarging the potential for ideas and innovation.

It is our aim to create and sustain an inclusive work environment which provides equality of opportunity for everyone with an absence of prejudice, discrimination and harassment. The Company will promote a positive climate of respect and co-operation, with open and tolerant discussion of important issues, expecting its members to respect one another as fellow human beings and treat one another with dignity; prejudice will be challenged where it becomes apparent in behaviour. The Company will promote cross-cultural contact between different communities at all levels, foster understanding and respect, and seek to break down barriers.

8.2 Scope

This policy applies to all employees, whether permanent, temporary, casual, part-time or on fixed-term contracts, to ex-employees, to job applicants and to individuals such as agency staff, consultants and volunteers who may not be our employees, but who nonetheless work at, or are engaged by, the Company (collectively referred to in the policy as 'workers'). This procedure does not form part of your contract of employment, and we may amend it at any time.

All workers have a duty to act in accordance with this policy, and therefore to:

- Treat colleagues with dignity at all times;
- Promote tolerance and respect between diverse groups in the workforce;
- Treat all other members in a fair and non-discriminatory way;
- Co-operate with measures introduced to promote diversity and equality of opportunity and ensure non-discrimination;
- Not to discriminate against or harass other members of staff, whether junior or senior to them;
- Actively seek to promote equality and diversity and strive to create an environment which is inclusive and supportive and free from any harassment and bullying

In some situations, the Company may be at risk of being held responsible for the acts of individual members of staff and therefore shall not tolerate any discriminatory practices or behaviour.

Diversity is based upon a positive attitude towards difference, but with limits. The Company would not encourage a particular individual's attitude if it they were set against the Company's goals. Diversity, therefore, is not limitless tolerance or "anything goes."

The policy statement above applies equally to the treatment of our clients and suppliers by our workers.

We will not unlawfully discriminate on grounds of gender, transgender, sexual orientation, marital status or civil partnership status, responsibility for dependents, gender reassignment, race, religion or belief, colour, nationality, ethnic or national origin, language, disability or age, pregnancy, trade union membership, or part-time or fixed-term status.

This policy applies to the advertising of jobs and recruitment and selection, to training and development, opportunities for promotion, to conditions of service, benefits and facilities and

pay; to health and safety and to conduct at work, to grievance and disciplinary procedures and to termination of employment, including redundancy.

The Company will take appropriate steps to accommodate the requirements of workers' religions, cultures, and domestic responsibilities. Our policies on parental rights and flexible working should be consulted for specific guidance on our approach to these issues and your entitlements.

8.3 Discrimination

You must not unlawfully discriminate against or harass other people including current and former employees, job applicants, clients, customers, suppliers and visitors. This 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.

The following forms of discrimination are prohibited under this policy and are unlawful:

- (a) **Direct discrimination:** treating someone less favourably because of a "Protected Characteristic" (disability, sex, age, race, religion or belief, gender reassignment, marriage or civil partnership, pregnancy or maternity, sexual orientation). For example, rejecting a job applicant because of their religious views or because they might be gay.
- (b) **Indirect discrimination:** a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others and is not justified. For example, requiring a job to be done full-time rather than part-time would adversely affect women because they generally have greater childcare commitments than men. Such a requirement would be discriminatory unless it can be justified.
- (c) **Harassment:** this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which 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.
- (d) **Victimisation:** retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.
- (e) **Disability discrimination:** this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

8.4 Recruitment and selection

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

We shall take steps to ensure that knowledge of vacancies reaches a wide labour market and where relevant, groups under-represented within the Company. Where appropriate, use may be made of lawful exemptions to recruit suitably-qualified people to cater for the special needs of particular groups.

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

8.4 Staff training and promotion and conditions of service

Staff training needs shall be identified through regular staff appraisals. All workers will be given an equal opportunity and access to training to enable them to progress within the organisation. All promotion decisions shall be made on the basis of merit.

8.5 Disability discrimination

If you are disabled, or become disabled in the course of your employment with us, you are encouraged to tell us about your condition. This is to enable us to support you as much as possible. You may also wish to advise your Line Manager or Human Resources of any reasonable adjustments to your working conditions or the duties of your job which you consider to be necessary, or which would assist you in the performance of your duties. Human Resources may wish to consult with you and with your medical adviser(s) about possible reasonable adjustments. Careful consideration will be given to any such proposals and they will be accommodated where possible and proportionate to the needs of your job. Nevertheless, there may be circumstances where it will not be reasonable for us to accommodate the suggested adjustments and we will ensure that we provide you with information as to the basis of our decision not to make any adjustments.

8.6 Breaches of the policy

If you believe that you may have been disadvantaged on any of the unlawful grounds listed above you should raise the matter through our grievance procedure. If you believe that you may have been harassed on any of the unlawful grounds listed above you are encouraged to raise the matter through our Anti-Harassment and Bullying policy.

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

If, after investigation, you are proven to have harassed any other worker because of Protected Characteristic, as set out above, or otherwise act in breach of this policy, you may be subject to disciplinary action. In serious cases, such behaviour may constitute gross misconduct and, as such, may result in summary dismissal. The Company will always take a strict approach to serious breaches of this policy.

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

9. ANTI-HARASSMENT AND BULLYING POLICY

9.1 General Principles

The purpose of this policy is to ensure that all our workers are treated with dignity and respect and free from harassment, intimidation or other forms of bullying at work.

This policy is for guidance only and does not form part of your contract of employment. Breach of this policy will be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

This policy covers all individuals working for the Company at all levels and grades, including senior managers, officers, directors, employees, contractors, trainees, home-workers, part-time or fixed-term employees, and agency staff (collectively known as 'workers' in this policy).

The Company is committed to taking all reasonable steps to prevent sexual harassment in the workplace and in work-related settings. Sexual harassment of employees by colleagues, contractors, clients, suppliers, candidates, visitors or any other third party will not be tolerated. All concerns will be taken seriously and investigated promptly and fairly.

9.2 Legislative framework

Under the Health and Safety at Work Act 1974 we have a duty to provide our workers with a safe place and system of work. This includes a workplace free from harassment, intimidation and bullying. We also have responsibilities not to harass or discriminate against workers because of their sex, sexual orientation, marital status, gender reassignment, race, religion, colour, nationality, ethnic or national origin, disability or age. In some situations, we may also be responsible for the actions of our workers towards each other and towards third parties. In certain circumstances harassment can amount to unlawful discrimination. This policy serves to demonstrate our commitment to identifying and wherever possible eliminating such unlawful behaviour.

9.3 What is harassment and bullying?

Harassment is any unwanted physical, verbal or non-verbal conduct which has the purpose or effect of, affecting a worker's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment. Such conduct is commonly related to sex, sexual orientation, marital status, gender reassignment, race, religion, colour, nationality, ethnic or national origin, disability, HIV positive/AIDS status or age.

Harassment generally arises where a worker has made it clear that they find certain behaviour unwelcome and that behaviour has continued unchanged. Harassment can also arise as a result of a single incident provided it is sufficiently serious. It is important to remember that even though the conduct may only be unwanted or offensive to one individual it can still amount to harassment. Employees who believe they are being subjected to harassment should not hesitate to use the procedures set out below. All staff should consider whether their actions could be offensive to others.

Examples of harassment might include:

- Unwanted physical contact, ranging from touching or brushing against another employee's body to assault or coercing sexual relations;
- Unwelcome sexual advances, suggestive behaviour (which the harasser may perceive as harmless), propositions or pressure for sexual activity;
- Continued suggestions for social activity within or outside the workplace after it has been made clear that such suggestions are unwelcome;
- Offensive or intimidating comments;

- Suggestions that sexual favours may further an employee's career or that refusal of sexual favours may hinder it;
- Sending, or displaying material that may be considered pornographic or offensive (including emails, text messages, video clips and images sent by mobile device or posted online);
- Conduct that denigrates or ridicules a worker because of his or her sex, race, sexual orientation, disability, religion or age including abuse or insults about appearance or dress;
- Insensitive jokes or pranks;
- Mocking, mimicking or belittling a person's disability;
- Racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about particular ethnic or religious groups or gender;
- Outing or threatening to out someone as gay or lesbian;
- Ignoring or shunning someone, for example, by deliberately excluding them from a conversation or a workplace social activity.

The list is not exhaustive and other behaviour may constitute harassment. A person may be harassed even if they were not the intended "target". For example, a person may be harassed by discriminatory comments about a different ethnic group if they create an offensive environment for him/her.

Bullying means offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power intended to undermine, humiliate, denigrate or injure a colleague. Bullying does not include legitimate and constructive criticism of your performance or behaviour, an occasionally raised voice, or an argument. Examples of bullying include ridiculing or demeaning others, particularly junior colleagues, overbearing supervision and unjustifiably excluding colleagues from meetings/communications.

This policy covers harassment or bullying which occurs both in the workplace itself and in settings outside the workplace, such as business trips, events or social functions organised for or on behalf of the Company and on or off our premises.

9.4 Dealing with bullying or harassment: Informal procedure

If you consider that you are being bullied or harassed, you may feel able to address your concerns with the person or people involved informally in the first instance. If you wish to do this, you should raise the issue sensitively and usually with the knowledge or assistance of your manager (or Human Resources). In such situations you could try explaining clearly to the person responsible that the behaviour in question is not welcome and that it offends you or makes you uncomfortable. If this is too difficult or embarrassing for you to do on your own, you should seek additional support from a colleague, your line manager or Human Resources. Managers will provide confidential advice and assistance to workers who have been bullied or harassed and will assist in the resolution of any problems, whether through formal or informal means.

If you are in any doubt as to whether an incident or series of incidents which have occurred constitute bullying or harassment, then in the first instance you should approach your line manager or Human Resources confidentially, on an informal basis. They will be able to advise you as to how the matter should be dealt with.

If the conduct continues or if it is not appropriate to resolve it informally, you should follow the formal procedure set out below.

9.5 Dealing with bullying or harassment: Formal procedure

The informal procedure may not be appropriate due to the nature of the harassment or bullying or because you do not feel able to talk directly to the person creating the problem. In these cases, or where the informal procedure has been unsuccessful, you should lodge a complaint in writing to Human Resources.

As a general principle, the decision to progress a complaint rests with you. However, as your employer we have a duty to protect all workers and we may pursue a complaint independently if we consider it is appropriate to do so in all the circumstances.

When you make a formal complaint, you should provide full details of the unwanted conduct. These details should include the name of the harasser or bully, the nature of the harassment or bullying, the date(s) and time(s) when the harassment or bullying occurred, the names of any witnesses and any action taken so far to attempt to stop the harassment or bullying.

9.6 Formal procedure: Investigation

Complaints will be managed in a timely and confidential manner via an independent investigation to establish full details of what happened. Your name and the name of the alleged harasser will not be divulged other than on a 'need to know' basis to those individuals involved in the investigation. At the outset, a person with suitable experience and with no prior involvement in the complaint will be appointed and a timetable will be set down and communicated to all parties. The investigation will be thorough, impartial and objective, and will be carried out with sensitivity and with due respect for the rights of all parties concerned.

Consideration will be given to whether the alleged harasser or bully should be redeployed temporarily, or suspended on full pay or whether reporting lines or other managerial arrangements should be altered pending the outcome of the investigation.

As part of the investigation, the person assigned to investigate the matter ('the investigating officer') will meet with you to hear your account of the events leading to your complaint. You have the right to be accompanied by a colleague or a trade union official of your choice during this meeting. The investigating officer will also meet with the alleged harasser or bully who may also be accompanied by a colleague or trade union official of his/her choice. It may also be necessary to interview witnesses to any of the incidents mentioned in your complaint. Where it is necessary to interview witnesses, the importance of confidentiality will be emphasised to them.

At the conclusion of the investigation, the investigating officer will provide a written report to a senior manager nominated to consider the complaint. The senior manager will usually report their finding back to you within two weeks of your complaint first being reported or as soon as reasonably practicable thereafter. A copy of the investigating officer's report together with the senior manager's findings will be provided to you and to the alleged harasser.

If the senior manager finds that harassment or bullying has occurred, prompt action will be taken to stop the harassment or bullying immediately and prevent its recurrence. The findings will be dealt with under our disciplinary procedure. Consideration will be given to whether the harasser or bully should be dismissed and, if not, whether he or she should remain in his or her current post or be transferred. Even where a complaint is not upheld, (for example, where evidence is inconclusive), consideration will be given to how the on-going working relationship between you and the alleged harasser or bully should be managed. This may involve, for example, arranging some form of mediation or counselling or a change in the duties or reporting lines of either party.

9.7 Formal procedure: Appeal

If you are not satisfied with the outcome of the investigation, you have the right to appeal the decision within 14 days of being notified of the outcome. You should submit your full written grounds of appeal to the person stated in the decision letter. Where practicable your appeal will be heard by a manager who is more senior than the manager who originally considered the complaint. The person hearing your appeal will meet with you to discuss your appeal. You may be accompanied by a colleague or a trade union official of your choice. You will usually be notified of the outcome of the appeal within seven days of this meeting or as soon as reasonably practicable thereafter. This is the final stage of the formal procedure.

9.8 Protection for those making complaints or assisting with an investigation

Workers who, in good faith, make complaints under this policy will be protected from intimidation or victimisation in connection with their involvement. If you have been subjected to any such intimidation or victimisation you may raise a complaint in writing under this procedure or under the Company's grievance procedure. Workers who, after investigation, are found to have given information falsely and in bad faith may however, be subject to action under the Company's disciplinary procedure.

9.9 Confidentiality

Confidentiality is very important throughout all parts of this procedure. It is the responsibility of everyone involved in the procedure to respect the high level of confidentiality that is required. Breach of confidentiality may give rise to disciplinary action under our disciplinary procedure. You, and/or anyone else attending with you, must not make electronic recordings of any meetings or hearings conducted under this procedure.

10. ELECTRONIC COMMUNICATIONS POLICY

10.1 General Principles

This policy deals mainly with the use (and misuse) of computer equipment, emails, internet connection, telephones (including mobiles business/personal), Personal Digital Assistants (PDAs) and voicemail, but this policy applies equally to use of copiers, scanners, CCTV, and electronic key fobs and cards and any form of communication equipment that develops as technology advances over time.

The Company operates an Electronic Communications Policy for all staff. All workers have responsibility to ensure this policy is followed.

10.2 Mobile Phones

The Company permits the use of personal mobile phones for staff to make personal telephone calls subject to certain conditions set out below.

Our policy on personal usage is a privilege and not a right. The policy is dependent upon it not being abused or overused and we reserve the right to withdraw our permission or amend the scope of this policy at any time.

The following conditions must be met for personal usage to continue:

- Mobile phone volume should be kept to a minimum within Gold Group's office hours of 8:30 to 17:30
- Mobile phones should be switched off during meetings, seminars, training courses etc except in very exceptional circumstances where it is vital to make or receive an urgent business call. In such circumstances you should adjust the phone to 'silent' mode and alert colleagues to the fact an urgent call needs to be made or is expected
- Use of personal mobile phones in the office should be kept to a minimum

- If mobile phones are used for business use including email, text and calls, employees are expected to adhere to all points stated within this policy.

Where the job role requires accessing work emails outside of office hours, employees are permitted to access their Gold Group email account from their personal mobile/tablet devices.

We use the Microsoft Outlook App for emails. When first accessing the Gold Group email account employees will be asked to verify their identity by completing the multi-factor authentication process.

Any third-party apps are to be downloaded from a relevant verified app store.

All devices used to access company data must be running a supported and up to date operating system.

If any of the above is not adhered to then Gold Group reserves the right to request removal of work emails from the employee's personal device.

Access to the Gold Group email account on any personal device will be terminated immediately once the staff member is no longer employed by the company.

10.3 Equipment security and passwords

Employees are responsible for the security of the equipment allocated to or used by them and must not allow it to be used by anyone other than in accordance with this policy. Employees are responsible for the security of their terminals and, if leaving a terminal unattended or upon leaving the office, should ensure that they log off to prevent unauthorised users accessing the system in their absence.

Passwords are unique to each user and must be changed regularly to ensure confidentiality.

Passwords must be kept confidential and must not be made available to anyone else unless authorised by your line manager or senior manager.

If at any point you believe that your password has been compromised, you must change it immediately.

To do this, press Ctrl + Alt + Delete and then click Change a password.

The recommended format for creating a strong password is to use three random words including numbers and symbols.

Once you have changed your password, please notify our IT provider of the potential issue and inform Business Support.

Employees who have been issued with a laptop must ensure that it is kept secure at all times, especially when travelling.

10.4 Systems and data security

Employees should not delete, destroy or modify existing systems, programs, information or data which could have the effect of harming our business or exposing it to risk. Employees should not download or install software from external sources without authorisation from their Line Manager or Senior Manager.

No device or equipment should be attached to our systems without the prior approval of your Line Manager or Senior Manager.

We monitor all emails passing through our system for viruses. Employees should exercise caution when opening emails from unknown external sources or where, for any reason, an

email appears suspicious (for example, if its name ends in.exe). Your Line Manager or Senior Manager should be informed immediately if a suspected virus is received. We reserve the right to block access to attachments to emails for the purpose of effective use of the system and for compliance with this policy. We also reserve the right not to transmit any email message.

Employees should not attempt to gain access to restricted areas of the network, or to any password-protected information, unless specifically authorised.

10.5 Email etiquette and content

Messages sent on the email system should be written as professionally as a letter or business text. Employees should not send abusive, obscene, discriminatory, racist, harassing, derogatory or defamatory messages. If such messages are received, they should not be forwarded and should be reported to your Line Manager or Senior Manager. If a recipient asks you to stop sending them personal messages, then always stop immediately. Where appropriate, the sender of the email should be referred to this policy and asked to stop sending such material.

If you feel that you have been or are being harassed, bullied, or are offended by material sent to you by a colleague via email, you should inform your Line Manager or a Senior Manager who will usually seek to resolve the matter informally. If this informal procedure is unsuccessful, you should refer to the Company's Anti-Harassment Policy.

Employees should take care with the content of email messages, as incorrect or improper statements can give rise to personal or company liability in the same way as the contents of letters, faxes or business texts. Employees should assume that email messages may be read by others and not include in them anything which would offend or embarrass any reader, or themselves, if it found its way into the public domain.

The following disclaimer will be attached to all Company emails.

“IMPORTANT: The views expressed are that of the author and may not necessarily constitute or imply its endorsement or recommendation by Gold Group Limited. This message is private and confidential - if you are not the intended recipient, please alert us by replying to the sender and delete the e-mail from your system.”

Email messages may be disclosed in legal proceedings in the same way as paper documents. Deletion from a user's inbox or archives does not mean that an email is obliterated and all email messages should be treated as potentially retrievable, either from the main server or using specialist software.

10.6 Use of the web

Workers should not access from the Company's system any web page or any files (whether documents, images or other) downloaded from the web which, on the widest meaning of those terms, could be regarded as illegal, offensive, in bad taste or immoral. While content may be legal in the UK, it may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person within the Company (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that the Company's software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this policy.

Workers should not under any circumstances use our systems to participate in any internet chat room, post messages on any internet message board or set up or log text or information on a blog, even in their own time,

Remember also that text, music and other content on the internet are copyright works. Employees should not download or email such content to others unless certain that the owner of such works allows this.

10.7 Personal use of systems

The Company permits the incidental use of its internet, e-mail and telephone systems to send personal email, browse the web and make personal telephone calls subject to certain conditions set out below.

Our policy on personal use is a privilege and not a right. The policy is dependent upon its not being abused or overused and we reserve the right to withdraw our permission or amend the scope of this policy at any time.

The following conditions must be met for personal usage to continue:

- Use must be minimal and take place substantially out of normal working hours
- Use must not interfere with business or office commitments
- Use must comply with the Company's policies including: Equal Opportunities, Policy, Anti-Harassment Policy, Data Protection Policy and Disciplinary Procedure.

Workers should be aware that any personal use of the systems may also be monitored and, where breaches of this policy are found, action may be taken under the disciplinary procedure. We reserve the right to restrict or prevent access to certain telephone numbers or internet sites if it considers that personal use is excessive.

10.8 Monitoring of use of systems

Our systems provide the capability to monitor telephone, email, voicemail, web and other communications traffic. For business reasons, and in order to perform various legal obligations in connection with our role as an employer, use of our systems including the telephone and computer systems, and any personal use of them, is continually monitored by the use of automated software or manually.

Monitoring will only be carried out to the extent permitted or required by law and as necessary and justifiable for business purposes.

10.9 Inappropriate use of equipment and systems

Access is granted to the web, telephones and to other electronic systems, for legitimate business purposes only. Misuse or abuse of our telephone or email system or inappropriate use of the internet in breach of this policy will be dealt with in accordance with our disciplinary procedure.

Misuse of the internet can, in certain circumstances, constitute a criminal offence. In particular, misuse of the email system or inappropriate use of the internet by viewing, accessing, transmitting or downloading any of the following material, or using any of the following facilities, will amount to gross misconduct (this list is not exhaustive):

- Pornographic material (that is, writings, pictures, films, video clips of a sexually explicit or arousing nature)
- Otherwise offensive or obscene material
- Material which is liable to cause embarrassment to the Company or to its clients
- False and defamatory statement about any person or organisation
- Material which is discriminatory, offensive, derogatory or may cause embarrassment to others
- Confidential information about the Company and any of its staff or clients; or any other statement which is likely to create any liability (whether criminal or civil, and whether for you or the Company)
- Material in breach of copyright
- Online gambling

- Chain letters

Any such action will be treated very seriously and is likely to result in summary dismissal. Where evidence of misuse is found we may undertake a more detailed investigation in accordance with our disciplinary procedure. If necessary such information may be handed to the police in connection with a criminal investigation.

11. ABSENCE POLICY

11.1 General Principles

We are committed to ensuring that our employees attend work whenever possible. However, we also recognise that people do succumb to ill-health and where this is the case we will, through consultation with you and your medical advisors where appropriate, manage such absence with the ultimate aim of getting you back to work as soon as possible.

This policy applies to all of our employees and is intended to help facilitate the management of employees' attendance at work. This policy does not form part of your contract of employment, and may be amended at any time.

11.2 Management Responsibility

It is the responsibility of management to:

- Ensure that this policy is implemented fairly and consistently and complied with at all times
- Communicate the required standards of attendance at work
- Monitor absence levels of all employees and maintain appropriate records of attendance at work
- Manage sickness absence appropriately, seeking guidance from Human Resources where necessary
- Obtain medical evidence from an employee's general practitioner and/or other medical practitioner (including a company doctor or independent expert), as appropriate, to assist in better understanding the cause of an employee's absence and facilitating a return to work as soon as possible

11.3 Your Responsibility

It is the responsibility of every employee to:

- Take responsibility for their attendance at work
- Take responsibility for their recovery from illness and timely return to work
- Comply with any notification and certification procedures relating to absence from work
- Comply with any reasonable request for a medical report to be obtained from a general practitioner, treating consultant, company doctor and/or independent medical practitioner and undergo a medical examination, if required, for the purposes of obtaining such a report
- Provide sufficient information to us, as and when required, to facilitate a timely return to work

11.4 Notification Procedures

If you anticipate being absent from work due to sickness you must notify, or someone on your behalf should telephone, your line manager a senior manager or Human Resources by 8.30 am on your first day of absence. For the avoidance of doubt, it is not acceptable to notify the Company by text message or email or any other method, other than by telephone. You must state the reason for your absence and the date which you expect to return. You should not

leave a message with a colleague or the switchboard. Only when you are unable to telephone personally should someone else notify us on your behalf.

Failure to notify us may result in disciplinary action being taken against you and non payment for the time involved.

When you return to work after an absence of three or more days, you should complete a Self-Certification form stating the nature of your sickness. If the period of sickness lasts for seven days or more, including weekends, you must submit a Doctor's Certificate. Thereafter, further certification will be required to cover the total period of absence.

It is your responsibility to keep us informed about your progress and likely date of return. If, for any other reason, you are unable to get to work or are delayed, you must inform us by telephone as soon as possible. You will be expected to explain your absence upon arrival for work. We reserve the right to deduct an appropriate amount from your salary if we find your explanation unsatisfactory.

11.5 Monitoring

Your manager will conduct appropriate reviews with you whenever your levels of absence become a concern to us. For example, a review will normally be held in the following circumstances:

- Two weeks' continuous absence
- Eight working days' sickness in a rolling twelve month period
- Six spells of sickness in a rolling twelve month period
- Three spells of sickness in a three month period.

The above list of examples is for illustration purposes only and your manager may conduct reviews in respect of any period of absence, whether or not it falls into any of the above categories.

Such reviews will be conducted at your normal place of work or such other location as may be agreed with you, to include, in exceptional circumstances, your home.

The purpose of such reviews will be as follows:

- To ensure that you are receiving appropriate support from us
- To ensure that we have an up-to-date understanding of any illness or condition which is the cause of your absence
- To assess the likelihood of an improvement in your health and subsequent attendance
- Whether any reasonable adjustments to your job or other working arrangements would assist your return to work, including the availability of suitable alternative work if you are unable to return to your existing job

The review, which will usually be conducted by your line manager or Human Resources, will also assist your manager with forward planning.

11.6 Medical Examination

We may require you to undergo an examination by a medical practitioner. The purpose of such examination will be to understand more about your medical condition and the causes of such condition, to obtain an accurate prognosis and, where appropriate, to obtain advice upon what, if any, reasonable adjustments could be made to facilitate your return to work.

If it is decided to seek a report from an independent expert or company doctor, s/he may seek additional information from you or your general practitioner and/or treating consultant. If this

is necessary, such information shall be obtained in accordance with the Access to Medical Reports Act 1988, as applicable.

11.7 Return to Work

Where you wish to return to work prior to the date noted on a medical certificate you must obtain a signing off note from your GP prior to your return. Where your GP advises that you are not fit to return, you will not be permitted to return to work.

Where you return to work following a continuous period of sickness of seven days or more, or where cumulatively your level of absence is a concern to us, your manager may conduct a return to work interview on the first day of return.

11.8 Reasonable Adjustments

The Company will comply with its obligations under the Equality Act 2010 to make reasonable adjustments to the working arrangements or conditions of those employees with a disability within the meaning of the Act. Such adjustments may include, for example, a reduction in hours, the transfer of certain duties to other employees, physical adjustments and retraining. Such adjustments may be adopted on a temporary or permanent basis depending on the circumstances of each case.

11.9 Alternative Employment

If you are unable to return to your own job, your manager will consider suitable alternative employment, although we will not be obliged to create new positions for this purpose.

If you are to return to work in an alternative role, revised terms and conditions will be agreed with you before such return.

11.10 Incapability

Where you are not capable of returning to your old job due to ill-health, even if reasonable adjustments are made, and no suitable alternative employment can be found, notice of termination may be issued following a period of consultation. Such termination will usually be on the grounds of capability. In such circumstances pay may be given in lieu of notice.

Where absences are of a short term or intermittent nature and your attendance record is unacceptable, you will be interviewed and may be issued with a formal warning that if your attendance record does not improve then dismissal may follow. If, after such warning, your attendance record does not improve, your employment may be terminated on the grounds of capability or conduct or some other substantial reason depending on the circumstances of the case. In such circumstances, pay may be given in lieu of notice.

If during the currency of any notice of termination given to you pursuant to this policy, you provide medical evidence satisfactory to us to the effect that you have fully recovered from any physical and/or mental health problems and that no recurrence of such illness or incapacity can reasonably be anticipated, we may withdraw the notice unless, by that date, a replacement for you has been appointed.

Where you are pregnant, you will be managed considerately and in accordance with employment legislation. Pregnancy related absences during pregnancy and maternity leave or time off for antenatal appointments will not be taken into account when reviewing an individual's attendance record. In addition, maternity, paternity, adoption, parental bereavement leave, and parental leave will not be classed as absences for the purpose of attendance monitoring.

11.11 Lateness

Lateness (i.e. failure to attend work at agreed times), where associated with short term frequent absences, will be included within an employee's attendance record and managed within the review procedure outlined above and, where appropriate, our disciplinary procedure.

Lateness which is not associated with short term frequent absences will be investigated and managed through our disciplinary procedure.

11.12 Unauthorised Absence

Unauthorised absence, for example leaving the Company's premises without permission or failing to comply with our notification and certification procedures will be recorded on your attendance record and may be dealt with under our disciplinary procedure.

12. DATA PROTECTION POLICY

12.1 General Principles

It is the Company's policy to comply fully with the provisions of the Data Protection Act ('DPA') 1998 and UK GDPR.

12.2 Definitions

In this policy certain terms are used which have the following meanings:

'Personal Data' means information relating to a living individual who can be identified from such data

'Sensitive Personal Data' means information relating to any of the following: racial or ethnic origin; political opinions; religious beliefs or other beliefs of a similar nature; membership of a trade union; physical or mental health or condition; sexual life; the commission or alleged commission of any offences or any proceedings for any offence committed or alleged to have been committed, including the disposal of such proceedings or the sentence of any court in such proceedings

'Data Subject' means the person who is the subject of the personal data

'Processing' means obtaining, recording or holding information or data or carrying out any operation or set of operations in relation to such information or data

12.3 Collection of Personal Data

We process personal data, including sensitive personal data, about all employees, applicants for employment, self-employed contractors, agency workers and others who work for us.

The purpose for which we process personal data is solely for administrative and Human Resource purposes, including recruitment, appraisals, performance management, promotion, training, career development, pay and remuneration (including payroll, tax, national insurance and other deductions from pay) pension and insurances, other benefits, health and safety, discipline, grievances and the review of HR policies.

12.4 Sensitive Personal Data

We process sensitive personal data solely for equal opportunities monitoring or for the provision of specific services to individuals, including suitability and fitness for work, sick pay and sick leave, absence control, maternity/paternity/adoption leave and pay, parental leave,

maintaining a safe working environment and in order to comply with any obligations imposed upon us by the Equality Act 2010.

12.5 Statutory Purposes

In addition to the above we may process data, including sensitive personal data, if it is necessary to do so in order to comply with any statutory duty.

12.6 Third Parties

If it is necessary for any of the above purposes we may transfer personal data to any subsidiary and associate Company or any of our insurers, bankers, legal, medical and other professional advisors, administrators of our pension scheme or your own pension provider (as appropriate) and other companies to which we have contracted work relating to any of the above purposes for which personal data is to be used. Data may also be disclosed to others at an employee's own request.

12.7 Retention of Data

We will endeavour to ensure that personal data is kept as current as possible and that irrelevant or excessive data is deleted or made anonymous as soon as reasonably practicable.

The purpose for which we process data about you after the end of employment is solely for any residual employment related matters such as providing job references, processing applications for re-employment, matters relating to retirement benefits and allowing us to fulfil our contractual or statutory obligations.

12.8 Electronic Communications

We may monitor electronic communications by employees, including access to websites, to ensure that our systems are being used in accordance with existing email and internet policies.

12.9 Employee Obligations

Employees must ensure that any personal data to which they have access is treated in accordance with these guidelines; in particular, you should not use any such data other than in connection with and to the extent necessary for the purposes of your employment. You should comply with all procedures which the Company puts in place in order to fairly obtain personal data. When inputting data or accessing any Company database, you must observe any user guidelines, manual or other instructions (issued or amended from time to time) in relation to that database.

Where you collect personal data about individuals from individuals themselves, you must normally tell them what will happen to such data and how it will be used. When obtaining personal data, you must not mislead or deceive data subjects as to the identity of who will be holding their personal data and for what purposes such data will be processed.

If you intend to engage in direct marketing activities, you must give clients an opportunity to state that they do not wish to receive direct marketing material.

If you are in any doubt as to the application of this policy or any obligations relevant to it which affect you, please discuss this with a senior manager.

12.10 Data Subject Rights

In relation to personal data held about you, you are entitled to reasonable access to such data, and to ask for any inaccurate data to be amended.

Employees wishing to exercise any of these rights should contact Human Resources.

Clients and all other individuals about whom we hold information are also entitled to data subject rights of access. If you receive any subject access requests you should refer this to your manager without delay or refer to any written guidelines on data subject access requests adopted by us.

12.11 Handling of CVs

It is important that job applicants are made aware of what will happen to their CVs no matter how they are received by us. If a CV is sent to you by an applicant, please forward such CVs to Human Resources who will send a response to the applicant.

12.12 Data Quality and Proportionality

We always try to ensure that personal data is kept as current as possible, and that irrelevant or excessive data is deleted or made anonymous as soon as reasonably practicable. Some personal data may be retained for a reasonable period in order to comply with legal and regulatory obligations and, for example, to provide references.

You should ensure that any personal data to which you have access is treated in accordance with the above guidelines. This applies equally to data relating to employees and clients of the Company, as well as to third parties about whom personal data may be held. In particular, you will not use any such data other than in connection and to the extent necessary for the purposes of your employment.

12.13 Privacy Standard

Following changes in the provisions relating to data protection, the Company has introduced a Privacy Standard document which sets out how we handle the Personal Data of our customers, suppliers, employees, workers and other third parties. You will have been given a copy of this and been asked to sign it to acknowledge receipt and to confirm that you understand that you are responsible for knowing and abiding by its terms.

12.14 Privacy Notice

The Company will collect and process information relating to you personally in accordance with the privacy notice which is on the intranet.

13. WORK AND FAMILY POLICY

13.1 Maternity Leave

This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth. In some cases, you or 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. You will need to give us at least 8 weeks' notice to opt into SPL and you must remain on maternity leave until at least 2 weeks after birth. Please refer to our Shared Parental Leave Policy for further information.

There are a number of options for maternity leave which you may wish to consider. This policy only applies to employees and does not apply to agency workers or self-employed contractors. This policy does not form part of any employee's contract of employment, and we may amend it at any time.

All mothers of newly born children are entitled to 26 weeks' Ordinary Maternity Leave (OML) and a further 26 weeks Additional Maternity Leave (AML) regardless of how long they have worked for us or the number of hours worked each week. At least two weeks' OML must be taken following the birth of a child.

You may choose to start your OML at any time after the beginning of the 11th week before the Expected Week of Childbirth (referred to below as EWC).

What you need to tell us

It would be helpful to provide us with as much notice as possible of your wish to take maternity leave so that we can plan in advance. As a minimum, however, before the end of the 15th week before the baby is due, you will need to have written to us confirming the following:

- that you are pregnant;
- your EWC; and
- when you would like your maternity leave to begin.

This letter should be sent to your line manager. A copy of your MATB1 must also be provided.

In addition to the above, it would also be helpful to know whether you anticipate taking AML after your OML ends and whether you intend to return to work after your maternity leave comes to an end. In any event we will write to you within 28 days of receiving notification from you informing you of the date that your OML and AML will end.

Pay during Maternity Leave

If you have at least 26 weeks' continuous service by the end of the 15th week before your EWC and you have complied with the notification procedures set out above you will be entitled to receive Statutory Maternity Pay (SMP) whether or not you intend to return to work, provided that you satisfy certain requirements in relation to levels of earnings.

SMP is payable for a maximum of 39 weeks. The first 6 weeks are payable at the 'earnings related rate' which is equivalent to 90% of your normal weekly earnings. The remaining 33 weeks are payable at the 'prescribed rate' which is a fixed rate set by Government (often referred to as lower rate SMP), or alternatively at the earnings related rate if this is less than the prescribed rate. You will be given a statement of your exact entitlement before you start maternity leave.

SMP is paid in the same way as normal salary and is subject to normal deductions, as appropriate.

Keeping in touch

There may be times during your OML or AML when we may contact you in order to keep you up to date with any important developments, although we will keep contact to a minimum. Subject to us both agreeing, you may also come back to work on specified days (called "Keeping In Touch" or "KIT" days), up to a maximum of 10 KIT days, during your maternity leave without it affecting your general maternity entitlements. You will be paid your normal basic rate for any KIT days worked, which will include any maternity pay entitlements due to you.

What happens when you return to work following Maternity Leave?

If you wish to return to work before the end of your AML you must notify us in writing at least 8 weeks before your intended return date. We may postpone your return until sufficient notice has been given although this will not be to a date later than the end of your AML.

If you wish to return to work at the end of your AML you need not give notice of your return although we may write to you seeking confirmation of the date of your return.

Your right to return from OML is a right to return to your old job on the same terms and conditions of employment unless you have combined your OML with a period of Parental

Leave lasting more than 4 weeks, in which case your right is to return to your old job or, if that is not reasonably practicable, to another job which is both suitable and appropriate for you in the circumstances provided that the terms and conditions relating to remuneration, seniority, pension rights and other similar rights will not be less favourable than those which would have applied had you not been absent from work.

If you return after AML the position is slightly different. Your right to return after AML is to the job in which you were employed before your absence except where this is not reasonably practicable. If you cannot return to your original job you may be given another job which is both suitable and appropriate for you to do in the circumstances, provided that the terms and conditions relating to remuneration, seniority, pension rights and other similar rights will not be less favourable than those which would have applied had you returned to work at the end of your OML.

If you decide you do not want to return to work, you should give notice of resignation in accordance with your contract

Time off for antenatal care

Pregnant employees are entitled to take reasonable time off during normal working hours to receive antenatal care, although whenever it is possible, appointments should be arranged at the start or end of the working day. Antenatal care includes appointments with a GP, midwife, hospital or clinic.

You should advise your line manager as far in advance as possible of when you will be absent and, except in the case of your first appointment, produce your appointment card or hospital letter, if requested to do so.

You will continue to receive your normal pay for attendance at authorised antenatal appointments, including any time spent travelling to and waiting for your appointment.

Your health and safety

If you are employed in a position which has been identified as posing a risk to your health and safety, or that of your unborn child, you will be notified immediately and arrangements will be made to eliminate that risk.

For this reason you are requested to notify us as soon as you are aware that you may be pregnant in order for us to carry out a risk assessment. Arrangements may then have to be made to alter your working conditions and/or hours of work or, if this is not possible, a suitable alternative job, on terms and conditions no less favourable, will be offered for the duration of the pregnancy.

If there is no suitable alternative post available we may suspend you on full pay until such time that you are no longer at risk.

These alternative arrangements may continue for six months after the birth of your baby if we consider that you are still at risk.

If you have any concerns about your health and safety, or that of your unborn child, at any time, you should consult a manager immediately.

13.2 Adoption Leave

Employees who adopt children also have rights to certain periods of leave and pay which are similar to maternity and paternity rights.

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. You will need to give us at least eight weeks' notice to opt into SPL, and one of you must take at least two weeks' adoption leave. For information about SPL, see our Shared Parental Leave Policy.

This policy only applies to employees and does not apply to agency workers or self-employed contractors. It does not form part of your contract of employment, and we may amend it at any time.

You are entitled to 26 weeks Ordinary Adoption Leave (OAL) if you:

- Have been matched with a child to be placed with you by a UK adoption agency;
- Are the child's adopter;
- Have been continuously employed for not less than 26 weeks ending with the week in which you were notified of having been matched with the adopted child; and
- Have notified the adoption agency that you agree that the child should be placed with you on the date of placement.

You may also take an additional 26 weeks Additional Adoption Leave (AAL) starting at the end of OAL.

Where a couple have adopted, either person may elect to be the child's adopter and benefit from OAL. The other person may be able to claim paternity leave from their employer.

OAL is not available in circumstances where a child is not 'newly matched' for adoption, e.g. when a step-father adopts a partner's child.

You may choose to begin your OAL on the date when your child is placed for adoption with you or on a pre-agreed date which shall be no more than 14 days before the child is expected to be placed with you and no later than that date.

What you need to tell us

If you wish to take adoption leave you must write to us within 7 days of the date that you are notified that you been matched with a child for the purposes of adoption, confirming each of the following:

- The date on which the child is expected to be placed with you for adoption; and
- The date which you want your OAL to commence.

We may also request you to provide the following information together with supporting evidence if so required:

- The name and address of the adoption agency;
- The name and date of birth of the child;
- The date on which you were notified that you had been matched with the child;
- The date on which the agency expects to place the child with you;
- Whether you intend to take AAL after OAL; and
- Whether you intend to return to work after OAL/AAL.

Within 28 days of receiving notification from you we shall write to you notifying you of the date that your OAL and AAL will end.

Keeping in touch

There may be times during your OAL or AAL when we may contact with you in order to keep you up to date with any important developments although we will keep contact to a minimum. Subject to us both agreeing, you may also come back to work for Keeping In Touch Days ("KIT" days) on specified days, up to a maximum of 10 KIT days, during your adoption leave without it affecting your general entitlements. You will be paid your normal basic rate for any KIT days worked, which will include any adoption pay entitlements due to you.

Returning to work after Adoption Leave

The same rules that apply to employees returning from maternity leave will apply to employees returning from OAL/AAL.

If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

Pay during Adoption Leave

In order to qualify for Statutory Adoption Pay ('SAP') you must have been employed by us for a continuous period of at least 26 weeks at the time that you are notified that you have been matched with a child for adoption. You must also satisfy certain requirements in relation to your level of earnings. SAP is paid for a maximum period of 39 weeks at the lower of 90% of your normal weekly earnings or the statutory rate applicable at the time.

13.3 Paternity Leave (Birth and Adoption)

In some cases you and your 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. This does not affect your right to take two weeks' paternity leave around the time of birth or placement. For information about SPL, see our Shared Parental Leave policy below.

Entitlement to Paternity Leave

Paternity leave is available on the birth of a child if you have been continuously employed by us for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth and either:

- (a) you are the biological father and will have some responsibility for the child's upbringing;
- (b) you are the spouse, civil partner or cohabiting partner of the biological mother and will have the main responsibility (with the mother) for the child's upbringing; or
- (c) the child is born 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 legal responsibility for the child.

Paternity leave is available where a child is placed with you for adoption by an adoption agency, if you have been continuously employed by us for at least 26 weeks ending with the week in which the agency notifies you that you have been matched with a child. In such cases you may be entitled to take adoption leave instead (see our Adoption Policy). However, adoption leave may only be taken by one adoptive parent. Paternity leave is available to the other adoptive parent (of either sex).

In surrogacy cases you may be entitled to take adoption leave instead.

Taking Paternity Leave

Paternity leave is a period of one or two weeks, which can be taken in two separate blocks of one week each, taken when a child is born or placed with you for adoption. You can start your leave on the date of birth or placement, or later, provided it is taken within 52 weeks of the birth or placement. (If the baby is premature the period ends eight weeks after the start of the Expected Week of Childbirth).

To take paternity leave you must give us written notice by the end of the 15th week before the Expected Week of Childbirth (or no more than seven days after the adoption agency notified you of being matched with a child), or as soon as you reasonably can, stating:

- (a) the Expected Week of Childbirth/placement;
- (b) whether you intend to take one week or two weeks' leave; and
- (c) when you would like your leave to start.

You can change the intended start date by giving us 28 days' notice or, if this is not possible, as much notice as you can.

Paternity Pay

Statutory paternity pay (SPP) is payable during paternity leave provided you have at least 26 weeks' continuous employment ending with the Qualifying Week (the 15th week before the Expected Week of Childbirth or the week in which the adoption agency notified you of a match) and your average earnings are not less than the lower earnings limit set by the government each tax year. The rate of SPP is set by the government each tax year.

During Paternity Leave

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

Holiday entitlement will continue to accrue during paternity leave. If your paternity leave continues into the next holiday year, any remaining holiday that is not taken before 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 to limit carry over to one week's holiday or less. Carry over of more than one week is at your manager's discretion.

If you are a member of our pension scheme, we will make employer pension contributions during paternity leave, based on your normal salary, in accordance with the scheme rules. Any employee contributions you make will be based on the amount of any paternity pay you are receiving, unless you inform Human Resources that you wish to make up any shortfall.

13.4 Parental Leave

If you have one year's continuous service and have, or expect to have responsibility for a child, you are entitled to 18 weeks Parental Leave to care for a child.

In most cases, parental leave can only be taken in blocks of a week or a whole number of weeks, and you may not take more than four weeks' parental leave a year in relation to each child. Parental leave can be taken up to the child's 18th birthday.

Special rules apply where your child is disabled, which for these purposes means entitled to a disability living allowance, armed forces independence allowance or personal independence payment. You can take parental leave in respect of that child in blocks of less than one week.

However, there is still a limit of four weeks a year for each child and 18 weeks in total for each child.

Parental Leave may be taken from the expected date of birth or adoption of the child or at another time as set out above, subject to notification requirements and to our right to postpone Parental Leave set out below.

What you need to tell us

If you wish to take Parental Leave, you must give 21 days' notice in writing to us confirming each of the following:

- That you have or are about to have parental responsibility for a child;
- The date or expected date of the birth or adoption;
- When you wish to begin Parental Leave; and
- How many weeks Parental Leave you wish to take (between 1 and 4).

We may request evidence from you confirming that you are the parent or have parental responsibility for the child and that the child is below the age at which the right to Parental Leave ceases.

We recognise the importance of Parental Leave immediately after the birth or adoption of a child and will always grant Parental Leave at this time. We will try to accommodate requests for Parental Leave to be taken at other times but if the taking of such leave would cause undue disruption to our business, we may exercise our right to postpone the taking of Parental Leave. If this happens, we will give you written notice of the postponement within 7 days of receiving your request for Parental Leave stating why Parental Leave must be postponed and suggesting other times that it could be taken. These other times will be within 6 months of the date you requested to start Parental Leave and an alternative date for leave, equivalent in length to that you originally requested, will be decided following discussion with you.

What happens when you return to work following Parental Leave?

Your right to return from Parental Leave is a right to return to your old job on the same terms and conditions of employment as before unless you have taken a period of Parental Leave of more than four weeks, whether or not it was preceded by a period of OML, OAL or Paternity Leave, in which case your right is to return to your old job or, if that is not reasonably practicable, to another job which is both suitable and appropriate for you in the circumstances provided that the terms and conditions relating to remuneration, seniority, pension rights and other similar rights will not be less favourable than those which would have applied had you not been absent from work.

Terms and Conditions during Parental Leave

Parental Leave is currently unpaid. Your employment contract will remain in force, and holiday entitlement will continue to accrue. You will remain bound by your duties of good faith and confidentiality, and any contractual restrictions on accepting gifts and benefits, or working for another business.

13.5 Shared Parental Leave

The following sets out the arrangements for shared parental leave and pay in relation to the birth of a child. This policy applies to parents through surrogacy and adoption as much as birth parents, therefore all references to "maternity" and "paternity" leave and pay etc. also apply to adoption leave and pay etc.

This policy applies to employees. It does not apply to agency workers or self-employed contractors. This policy does not form part of your contract of employment and we may amend it at any time.

The following are frequently used terms when referring to Shared Parental Leave:

- Expected week of childbirth (EWC): the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.
- Parent: One of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father).
- Partner: spouse, civil partner or someone living with another person in an enduring family relationship, but not a sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

Shared parental leave (SPL) is a form of leave available to working parents following the birth of a child. It allows parents to take up to 52 weeks leave in total on the birth of a child. They may be able to take this leave at the same time or at different times.

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

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

The following conditions must also be fulfilled:

- you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
- the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
- you and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.

The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).

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

If you are the child's father or the mother's partner, you should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

If you wish to 'opt in' to SPL, not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving:

- (a) your name and the name of the other parent;
- (b) if you are the child's mother, the start and end dates of your maternity leave;
- (c) if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
- (d) the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
- (e) how much of that will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);
- (g) how much of that will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- (i) declarations by you and the other parent that you meet the statutory conditions for entitlement to SPL and ShPP.

In order to end your SPL, if you are the child's mother and are still on maternity leave, you must give us at least eight weeks' written notice to end your maternity leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least two weeks after birth.

You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see above) or a written declaration that the child's father or your partner has given his or her employer an opt-in notice and that you have given the necessary declarations in that notice.

The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.

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

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

- if the other parent has died.

If you are the child's father or the mother's partner, you will only be able to take SPL once the mother has either:

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

We are entitled to see evidence of your entitlement to SPL and you must also provide on request:

- A copy of the birth certificate (or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); and
- The name and address of the other parent's employer (or a declaration that they have no employer).

Having opted into the SPL system you will need to give a period of leave notice telling us the start and end dates of your leave. This can be given at the same time as your opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of your leave. You must also state in your period of leave notice the dates on which you intend to claim shared parental pay, if applicable.

If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.

You can give up to three periods of leave notices. This may enable you to take up to three separate blocks of shared parental leave.

In general, a period of leave notice should set out a single continuous block of leave. We may, in some cases, be willing to consider a period of leave notice where the SPL is split into shorter periods (of at least a week) with periods of work in between. It is best to discuss this with your manager and HR in advance of submitting any formal period of leave notices. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

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

- choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or

- withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

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

You can change the dates for a period of leave by giving us at least eight weeks' notice before the original start date and the new start date.

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

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

- the variation is a result of your child being born earlier or later than the EWC;
- the variation is at our request; or
- we agree otherwise.

ShPP of up to 39 weeks (less any weeks of statutory maternity pay or adoption pay claimed by you or the other parent) may be available provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.

Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.

If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform the Company that you wish to make up any shortfall.

We may contact you from time to time during your SPL to keep you informed of any developments within the business and other matters that may be of interest to you although we will keep contact to a minimum. We may also contact you shortly before you are due to return to work to discuss any specific arrangements for your return.

You may ask or be asked to work (including attending training) on up to 20 "Keeping In Touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with your Departmental Director.

You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement

If you want to end a period of SPL early, you must give us eight weeks' prior notice of the return date. It is helpful if you give this notice in writing.

If you want to extend your SPL you must submit a new period of leave notice at least eight weeks before the date you were due to return to work, assuming you still have SPL entitlement remaining and have not already submitted three period of leave notices. If you are unable to request more SPL you may be able to request annual leave or ordinary parental leave, which will be subject to business need.

You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if 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, but only in the following circumstances:

- if your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
- if you took SPL consecutively with more than four weeks of ordinary parental leave (under our Parental Leave Policy).

If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

13.6 Flexible Working

Employees have an opportunity to request a change to their working pattern if they wish and any requests will be dealt with as flexible working requests under this procedure.

We will deal with flexible working requests in a reasonable manner and within a reasonable time. In any event the time between making a request and notifying you of a final decision (including the outcome of any appeal) will be less than two months. Employees can make two requests for flexible working in any 12 month period.

A flexible working request under this policy means a request to do any or all of the following:

- to reduce or vary your working hours;
- to reduce or vary the days you work;
- to work from a different location (for example, from home).

Your flexible working request should be submitted to a Director in writing and dated. It should:

- state that it is a flexible working request;
- explain the change being requested and propose a start date;
- identify the impact the change would have on the business and how that might be dealt with; and
- state whether you have made any previous flexible working requests.

We will arrange a meeting at a convenient time and place to discuss your request. You may be accompanied at the meeting by a colleague of your choice. They will be entitled to speak and confer privately with you, but may not answer questions on your behalf.

We may decide to grant your request in full without a meeting, in which case we will write to you with our decision.

We will inform you in writing of our decision as soon as possible after the meeting.

If your request is accepted, we will write to you with details of the new working arrangements and the date on which they will commence. You will be asked to sign and return a copy of the letter.

If we cannot immediately accept your request, we may require you to undertake a trial period before reaching a final decision on your request.

Unless otherwise agreed, changes to your terms of employment will be permanent.

We may reject your request for one or more of the following business reasons:

- a) the burden of additional costs;
- b) detrimental effect on ability to meet customer demand;
- c) inability to reorganise work among existing staff;
- d) inability to recruit additional staff;
- e) detrimental impact on quality;
- f) detrimental impact on performance;
- g) insufficiency of work during the periods that you propose to work; or
- h) planned changes.

If we are unable to agree to your request, we will write to tell you which of those reasons applies in your case. We will also set out the appeal procedure.

You may appeal in writing within 14 days of receiving our written decision. This includes a decision following a trial period.

Your appeal must be dated and must set out the grounds on which you are appealing.

We will hold a meeting with you to discuss your appeal. You may bring a colleague to the meeting.

We will tell you in writing of our final decision as soon as possible after the appeal meeting, including reasons. There is no further right of appeal.

Review

We reserve the right to review all flexible arrangements that are agreed. Such reviews will be conducted as are necessary in each situation and any changes to the flexible arrangements will always be made following communication with you and with your prior agreement. We will confirm in writing the agreed changes before they are implemented.

A first review will take place after the first 3 months and will consider whether you wish to continue the new arrangements and whether the operational needs of the job in question are being met and whether any job share is working satisfactorily.

We may then propose either to proceed with the new arrangement and perhaps arrange a further review date(s), or propose to amend it or revoke it. If we propose to amend or revoke such an arrangement, you will be consulted and the reasons for the proposal will be discussed with you. Any changes to your flexible working pattern will only be made with your prior agreement.

13.7 PARENTAL BEREAVEMENT LEAVE

Parental bereavement leave is a type of compassionate leave intended to help employees deal with the death of a child or a stillbirth after at least 24 weeks of pregnancy.

For compassionate leave in other circumstances, please see our Bereavement Leave Policy.

This policy does not form part of your contract of employment and we may amend it at any time.
Entitlement to parental bereavement leave

You may be entitled to parental bereavement leave if your child or a child in your care has died or been stillborn after 24 weeks of pregnancy.

Parental bereavement leave can be one week, two consecutive weeks, or two separate weeks. It can be taken at any time during the first 56 weeks after the child's death.

Further compassionate leave may be available under our Bereavement Leave Policy at our discretion. Please speak to your manager if you require further time off in addition to parental bereavement leave.

Parental bereavement pay

You may qualify for statutory parental bereavement pay (SPBP) during parental bereavement leave if:

- you have at least 26 weeks' continuous employment ending on the Saturday before the child died; and
- you earn at least the lower earnings limit for class 1 national insurance contributions.

SPBP is only payable in respect of whole weeks of leave, at the same rate as statutory paternity pay. The rate is set by the government each tax year.

The Company may, at its discretion, pay full pay during periods of parental bereavement leave. Any such payments will include any entitlement to SPBP.

Leave in the first eight weeks

In the first eight weeks after a child has died, there is no need to give advance notice to take parental bereavement leave. Please notify your line manager as soon as you can on the day

you want your leave to start, preferably before the time you would normally start work, where possible. Someone can do this on your behalf if necessary.

If you have already started work that day, then your parental bereavement leave period will start on the following day. We would usually allow you to take the rest of the day off as compassionate leave.

You can cancel any planned parental bereavement leave in the first eight weeks by telling us at any time before the leave starts, and no later than the time you would normally start work on the first day of the leave period. You cannot cancel leave once it has started.

Leave after more than eight weeks

To take parental bereavement leave more than eight weeks after the child has died, please give your line manager at least a week's written notice.

Parental bereavement leave can be cancelled with a week's written notice, and can be re-booked by giving a week's written notice.

Written confirmation

We will ask you to confirm the following information in writing within 28 days of starting any period of parental bereavement leave:

- your name;
- the date the child died or was stillborn;
- the dates of paid or unpaid parental bereavement leave taken; and
- your relationship to the child.

14. ENVIRONMENTAL POLICY

14.1 General Principle

We are committed to demonstrating a sound environmental policy and implementing re-cycling procedures in all our offices. The nature of the business means that this is limited to office waste paper, toner and cartridge re-cycling.

Individual employees are informed of their environmental and quality responsibilities and are aware of where to report any environmental issues.

14.2 Management Responsibility

The Quality & Environmental Manager have authority for all employees, Representatives and sub-contractors in matters concerning environmental issues.

The Environmental Manager is also responsible for the observance of current environmental legislation and best practise.

The Quality Manager liaises with management on all matters concerning the implementation and maintenance of quality standards set by the Company, which incorporates the reporting of environmental issues.

14.3 Your Responsibility

All employees are responsible for communicating actual and potential environmental problems to the Environmental Manager.

15. ANTI-FRAUD, BRIBERY AND CORRUPTION POLICY STATEMENT

15.1 Policy statement

Fraud is an ever-present threat and so must be a concern to all members of staff. The purpose of this statement is to set out your obligations with regard to the prevention of bribery and fraud.

Fraud has the potential to cause significant, even catastrophic loss to the business. Those who engage in fraud cause direct harm to the business and to its reputation and relationship with its customers and suppliers. We are committed to the prevention, detection and prosecution of fraud.

Similarly, bribery and corruption will cause significant damage to the reputation of the business. Fraud, bribery and corruption are also each capable of causing those who are involved with them, and also the business and other employees, customers and suppliers, to commit a criminal offence.

The Board and management of the business therefore take these issues very seriously and will not tolerate any misconduct of this nature. We require all of our employees to act with the highest degree of integrity and honesty at all times. We will investigate all instances of suspected fraud, bribery or corruption and we will take all available action, including dismissal and/or criminal prosecution, to deal with any person who is found to be involved in such misconduct.

The Company will co-operate fully with any external investigating body and the Company will always seek to recover funds lost through fraud.

Where any employee has any concerns over their own intended course of conduct, or that of anyone else with whom they have dealings in their role with the business, then they should report this to Human Resources without delay.

15.2 Who is covered by this policy?

You must ensure that you read, understand and comply with this policy. Training on this policy forms part of the induction process for all new employees and other workers. All existing employees and workers will receive regular, relevant training on how to implement and adhere to this policy.

This policy is communicated to third parties which means any individual or organisation you come into contact with during the course of your work for the Company, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

This policy applies to all individuals working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, homeworkers, casual workers and agency staff, volunteers, interns, agents, sponsors, or any other person associated with the Company, or any of its subsidiaries or their employees, wherever located (collectively referred to as workers in this policy).

15.3 What is fraud?

Some types of fraud are obvious, for example theft. However, fraud can also include other conduct which involves the use of deception to deprive, disadvantage or cause loss to another person. The making of a false or misleading statement can itself be a criminal offence under the Fraud Act 2006, therefore it is imperative that every employee gives careful consideration to what they say and do in the name of the business or otherwise in their role.

All Managers and Supervisors have a duty to acquaint themselves with the types of misconduct that might be expected to occur within their areas of responsibility and to be alert for any signs. They must report details immediately to their line manager or next most senior manager if they suspect that a fraud has occurred or see any suspicious acts.

15.4 What are bribery and corruption?

Bribery and corruption can create public embarrassment for a company and a substantial loss. Bribery and corruption occur where individuals seek to personally benefit, or provide personal benefit to others, by the receiving or offering of any undue reward, in order to influence the individual's behaviour and incline him or her to act contrary to the known rules of honesty and integrity and in order to gain any commercial, contractual, regulatory or personal advantage. This creates an action which is illegal or creates a breach of trust.

15.5 What constitutes a gift?

The definition of a gift includes (but is not limited to) physical presents, club memberships, discounts, holidays, accommodation, and entertainment. Invitations to attend certain events must be refused if they could be seen to create a sense of duty to the host or bias in their favour. Cash gifts are not allowed and must not be offered or accepted.

Entertainment given or received in the course of business can only be accepted or arranged when permission has been granted by your manager. Entertainment given or received in the normal course of business, for example reasonably and proportionately priced lunches, does not require notification to the Business Support Manager. However, where the business lunches are unduly expensive or become regular the employee must use their judgment as to whether this can be seen as undue influence.

When in doubt whether a gift or entertainment is suitable, all employees are obliged to seek advice from the Business Support Manager or Human Resources.

15.6 What is not acceptable?

It is not acceptable for you to:

- a) Give, promise, or offer a payment, gift or hospitality with the expectation that a business advantage will be received, or to reward a business advantage already given.
- b) Give, promise, or offer a payment, gift or hospitality to a government official, agent or representative to facilitate or expedite a routine procedure.
- c) Accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them.
- d) Accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by the Company in return.
- e) Threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy.

f) Engage in any activity which might lead to a breach of this policy.

15.7 Overseas operations

This policy applies to all workers no matter where they are based. Workers should be vigilant to arrangements whereby payments are dressed up as “consultancy” or “administrative” fees. It is important that workers give some thought to payments being made.

The Company does not make and will not accept kickback payments which are typically small, unofficial payments made to secure or expedite a routine government action by a government official.

15.8 Donations

No donation to charities must be offered or made without the prior approval of the Business Support Manager

15.9 Action to be taken in the event of discovery or suspicion of fraud

The Company has arrangements for staff to report any concerns or suspicions they may have without fear of prejudice or harassment. The Business Support Manager is responsible for enforcing the Company’s anti-fraud policies, including instigating disciplinary and legal action against the person responsible for the fraud and also providing confidential advice to staff who suspects a member of staff of fraud.

Managers should be observant that unusual events may be symptoms of fraud or attempted fraud. These can be ascertained by way of management checks or by way of a third party. Managers should ensure that an adequate system of internal control exists within their area of responsibility. They should inform their Director if they suspect their staff may be involved in fraudulent activity, impropriety or dishonest conduct.

Workers must have, and be seen to have, the highest standards of honesty, propriety and integrity in the exercise of their duties. Workers are responsible for acting with decency in the handling of cash or payment systems, receipts or dealing with contractors or suppliers. Workers must report details of any suspected fraud, impropriety or other dishonest activity immediately to their line manager or the responsible manager and should assist in the investigation of any suspected fraud. Workers reporting or investigating suspected fraud should take care to avoid doing anything which might influence the case against the suspected individual.

The Board is dedicated to ensuring an honest and open environment within the business. The Board wishes to encourage anyone having reasonable suspicions of fraud to report them.

The matters which should be reported include, but are not limited to, staff committing or attempting to commit – any dishonest or fraudulent act, profiting from an official position, misappropriation of funds, supplies or other assets, forgery or alteration of documents or accounts, impropriety in the handling or reporting of money or financial transactions, handling or procuring contracts or payments outside of the company’s systems and procedures or theft or misuse of property, facilities or services. External organisations’ actions which should be reported include – being offered a bribe or inducement by a supplier, reported allegations of corruption or deception by a supplier and receiving fraudulent invoices from a supplier.

Any breach of this policy will be seen as gross misconduct and may result in your dismissal. If any of the content of this policy appears to be unclear or if you would like to discuss it further, then please speak with the Business Support Manager.

You are encouraged to report any suspicions or knowledge of breach of this policy in accordance with the Company’s Whistleblowing policy which is set out below.

15.10 Record keeping

The Company must keep financial records and have appropriate internal controls in place which will evidence the business reasons for making payments to third parties.

You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to managerial review.

You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.

All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept "off-book" to facilitate or conceal improper payment.

15.11 Responsibility

The board of directors has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under the Company's control comply with it.

The Business Support Manager has primary day-to-day responsibility for implementing this policy, and for monitoring its use and effectiveness. Management at all levels are responsible for ensuring those reporting to them are made aware of and understand this policy and are given adequate and regular training on it.

15.12 Monitoring and review

The Company reserves the right to amend this policy at any time. The implementation of this policy is monitored regularly by the Business Support Manager considering its suitability, adequacy and effectiveness.

16. CORPORATE SOCIAL NETWORKING POLICY

The purpose of this document is to provide an outline corporate social networking policy for employees of the Company who are engaged in using social networks.

This Policy is designed to illustrate our expectation of employees who represent the Company in an online social setting (the socio-sphere), and to help protect our brand from negative exposure by making clear what is and isn't acceptable.

16.1 Who does this policy relate to?

All Staff members (existing and former) who:

- Actively blog or micro-blog (Twitter) on behalf of the Company
- Contribute comments, reviews and content about the Company to forums, social networks, websites or blogs on either a personal or professional basis
- Maintain a profile page or group on one of the social or business networking sites (for example, LinkedIn, Facebook etc.)

16.2 Dealing with the Press

If you are posting content on social sites, it is entirely possible that members of the press or employees of industry related sites may contact you. They may see content you have posted and wish to write about it or solicit a comment from you in regard to a specific topic.

If this happens you should pass the query onto the Marketing Manager who will handle all further communication between you and the third party who contacts you.

16.3 Be Transparent

Be honest about who you are and who you work for, whilst remembering to be careful about disclosing other personal information. Disclose your identity as an employee and make sure your profile makes it clear that the views you express here are your own views and not those of the Company.

Don't use social networks in a cynical way to push a service. If you are using your social networking contacts and accounts to promote a Company initiative then be open about the fact that you are a member of staff.

The Company will not tolerate employees making false representations or claims about the Company, its services or its employees and will deal with situations of this nature under our disciplinary policy. Such conduct may be deemed gross misconduct capable of summary dismissal without notice.

16.4 Get your facts right

Spend time researching your topic. If you're writing about the Company get advice from our experts to make sure you've got the story right. If there are other people out there in the socio-sphere that know better than you, reference them.

Don't lie. Aside from the legal implications, people will only be interested in what you have to say for as long as they trust you to provide sound information.

Don't assume. Writing about something you assume is correct will undermine your authority as a credible source of information.

16.5 Acknowledge mistakes

Once you have posted content to the web your mistakes have become a matter of public record. There's no point trying to cover it up so the quicker you stand corrected the better perceived it will be by the people who are reading what you have to say.

16.6 Be constructive

If you're offering criticism either good or bad, substantiate what you're saying. Saying "product x is cool" or "product x" is a nightmare" lacks depth and doesn't help your followers. Elaborate on your reasons.

16.7 Respond to negative comments

From time to time you may witness negative comments about the Company. In this instance you should respond and seek to resolve the issue that caused the initial upset.

Find out why the negative press occurred and respond with an honest, proactive and constructive response that seeks to resolve the issue.

Avoid referring to individual people or occurrences whilst trying to remedy the situation.

16.8 Respect the law

Individuals can be held personally responsible for defamatory or libellous comment, or for infringing the copyright or trademarks of any organisation. So don't do it!

- Respect the confidentiality of the Company, its' staff and its' clients
- Don't post other people's materials without getting permission, and better still, link to the original source

- Respect Company trademarked names and use brand images appropriately

Law changes from country to country – consider this if you are posting on a site based abroad and ensure your content will be legal if posted in another country.

16.9 Off-limits information

Below are a small number of topics that are off limits. It is not an exhaustive list, but covers the main areas you should not disclose online.

- Confidential information (seek guidance from your line manager if you are unsure of whether something is confidential)
- Financial information
- Product development or trade secrets
- Business strategy
- Trade secrets, including those of competitors
- Legal proceedings
- Personal information (anyone's, not just yours)
- Offensive, pornographic or indecent content
- Anything that may bring the Company into disrepute
- Disclosure of the identity of clients or staff without their permission
- Business related conversations / negotiations that have the effect of legally binding the Company

16.10 Appropriate behaviour

Be respectful of other people. Apart from thinking how you will be perceived by strangers remember that it's likely that content you post will be read by other members of staff and clients.

Don't write things that you wouldn't be prepared to say in person, and be mindful of posting photographs or comments about colleagues and events which others consider to be private.

Whilst using any social networking site during working hours, you should only be actively promoting the Company or making sales – do not use personal accounts for personal interests other than during your lunch break.

Utilising social networking tools should not replace traditional sales techniques. Do not allow yourself to become blind to the amount of time you spend on a social network in the belief that it is more important than your other day to day sales activities.

16.11 Friends and connections

Who you choose to connect with is at your discretion and the choice not to link with an individual will be supported by the Company. However, exercise judgement in deciding which peers, contacts, industry figures and clients it is prudent to link to.

Any account you set up specifically to increase your sales or promote the Company should carry the appropriate authority. Do not connect with people who are likely to belittle your professional efforts online.

Clients and candidates are a commodity of the Company. Connecting with either from a personal account may not be considered professional and could jeopardise your or the Company's relationship with that individual. Do not connect with either on a personal basis.

The Company hopes that staff will adhere and endeavour to follow the guidelines in this policy. If a member of staff is found to have acted in breach of this policy the company

reserves the right to take action against the employee under the Company's disciplinary policy. A serious breach can lead to dismissal. Staff are requested to be vigilant and if they see anything, they are uncomfortable with that has been posted about the Company they are requested to report this to their manager without delay.

17. MISCELLANEOUS POLICIES

17.1 Adverse weather policy

17.1.1 Purpose

Gold Group recognises that staff may face difficulties attending work and returning home during periods of adverse weather conditions, such as heavy snow falls and flooding for example, which may result in journeys to work being extremely hazardous. However, whilst Gold Group is committed to protecting the health and safety of all its staff, it must also ensure that disruption to its day-to-day business activities are kept to a minimum.

17.1.2 Scope

This policy applies to all staff and is designed to promote fairness and consistency in the treatment of staff throughout the business when considering attendance at work during adverse weather conditions.

17.1.3 Staff should make every effort to attend work during adverse weather conditions without putting their personal safety at risk. However, if it is unavoidable for staff to be absent from the workplace, with the agreement of their line manager and subject to operational needs and other relevant factors the manager in discussion with the staff member may agree one of the following options:

- Work from home (if applicable)
- Make the lost time up
- Take annual leave
- Take unpaid leave

Paid leave may also be agreed in certain circumstances and will be at the discretion of the individual employee's line manager.

17.1.4 Responsibilities of Staff

Staff should not put themselves at unnecessary or inordinate risk when attempting to attend work.

It is the responsibility of the staff member to make every effort to attend for duty at their normal place of work, in accordance with their contract of employment. This includes adapting their means of travel if necessary, or using a combination of travel options, even if this results in arriving late for work. It should be noted that where additional expense is incurred as a result of using different travel methods these expenses cannot be reimbursed by Gold Group.

In the event of adverse weather conditions staff will take all reasonable steps to report his or her inability to attend work to their manager as soon as is practicably possible. This should be in line with the Company's standard arrangements for reporting sickness/absence or other unanticipated absence and this will apply for each day that the member of staff is unable to attend work. Please note that failure to comply with reporting arrangements may amount to unauthorised absence and could therefore be unpaid.

In the event that a member of staff cannot attend work due to adverse weather, by agreement with their manager, any lost time will be treated in accordance with the options laid out below under policy options. One or a combination of these options may be applied on each day of adverse weather conditions.

17.1.5 Responsibilities of Managers

Line managers should ensure that all staff are made aware of the companies Adverse Weather Policy, and that all staff are treated fairly and proportionate to their needs taking into account individual circumstances.

Line managers should ensure that reporting arrangements are clearly communicated to all staff. This should be consistent with information already provided to staff for reporting sickness/absence or other unanticipated absences.

The following factors should be taken into consideration by line managers when agreeing the appropriate action to take:

- The employee's safety
- The operational requirements of the company
- Distance travelled to work
- Prevailing weather conditions and their expected duration
- Information and guidance from the AA, police and/or local radio, e.g. about safe travelling
- Modes of transport available to staff
- The degree of effort exercised by staff and whether they have made attempts to make alternative travel arrangements.
- Working from home; this may be considered, dependant on the nature of employment and where circumstances permit. Any working from home arrangements should be closely monitored to ensure that it is productive.
- The caring or childcare responsibilities of the staff member (see policy options below).
- The health of the staff member; for example: where it is known that they have a mobility or other health/medical condition special care should be taken in reaching a decision relating to attendance and pay.
- Other pertaining factors at the time

Line managers should decide on a case by case basis whether it is appropriate for staff to leave work early. In taking the decision, they should consider the factors outlined above. If the total time lost is no more than half the staff member's normal working day then there will not be a deduction in pay. If the total time lost amounts to more than half of the staff member's normal working day the provisions outlined below should apply.

17.1.6 Policy Options

If a member of staff has made all reasonable efforts to travel to their place of work but has failed due to adverse weather conditions or disruptions to public transport, upon agreement with the line manager, and subject to operational needs, the manager may agree one of the following options to account for time lost:

- Working from home (if practicable)
- Making up the time/hours lost (usually within one month)

- Taking a day's/half day's annual leave
- Taking unpaid leave

Paid leave may also be agreed in certain circumstances and will be at the discretion of the individual employees' line manager as outlined above.

In certain situations, such as where schools/nurseries close without warning owing to adverse weather and staff are unexpectedly required to provide/arrange care for their dependants, or have other caring responsibilities, the company policy and provisions for Emergency Leave for reasons connected with dependants may apply. Refer to Time Off Policy (Employee Handbook).

If the staff member has made efforts to attend work on time and arrives late they will not be expected to make the time up if the lateness in total is no more than half the staff member's normal working day, having regard to the severity of the conditions and the personal circumstances of individual staff members. If the total time lost amounts to more than half the time of the staff member's normal working day the other provisions outlined above should apply.

17.1.7 Other considerations

Special care should be taken when applying this policy where it is known that an employee has mobility problems or a medical/health condition which may be exacerbated by adverse weather conditions.

17.1.8 Policy Ownership and Status

The HR Division will be responsible for reviewing this policy on a regular basis in consultation with the Unions and in the light of operating experience and/or changes in legislation.

17.2 Fire Drill & Fire Evacuation Policy

17.2.1 Purpose

To ensure the smooth evacuation and care of all Gold Group staff in the case of a fire or fire drill.

17.2.2 Scope

To ensure nominated Fire Marshals are confident on their duties in the case of a fire or fire drill, and that all staff understand and conform to all fire regulations.

17.2.3 Policy

Fire Drills are conducted randomly throughout the year. Gold Group Fire Marshals will always be notified if a fire drill is scheduled in advance.

Should you need assistance to evacuate – please ensure you have notified a Fire Marshal as soon as possible and complete a PEEP (Personal Emergency Evacuation Plan) in preparation of a fire or fire drill.

In the event of a fire or fire drill, please see below our Fire Procedure.

ON HEARING THE FIRE ALARM IN THE OFFICE:

- Leave by the nearest exit (stairs by lifts at either end of the office)
- Do not make a detour to collect belongings

- Do not use lifts
- Do not take any food or drinks with you during an evacuation
- Go to the designated assembly point opposite the entrance to the multi-story car park
- Report to a fire marshal and report anyone unable to exit (injured or disabled) to a fire marshal (staff wearing a high visibility jacket)

ON DISCOVERING A FIRE:

- Alert anyone nearby
- Immediately raise the alarm by operating the nearest break glass call point (by lifts)
- Leave the building by the nearest exit (stairs by lifts at either end of the office)
- Do not use the lifts
- Do not take any food or drinks with you during an evacuation
- Go to the designated assembly point opposite the entrance to the multi-story car park
- Do not attempt to fight the fire unless you have been trained to do so
- Report location of fire and anyone unable to exit (injured or disabled) to a Fire Marshal
- Fire Marshals will advise staff when it is safe to re-enter the building

17.2.4 Nominated Fire Marshals

Please see the company notice board located in the kitchen.

17.3 Car Park Policy

17.3.1 Purpose

These are the principles we use to manage and allocate car parking spaces for Gold Group staff at East Grinstead House.

17.3.2 Scope

The Company operates a car park policy to all staff. All staff have responsibility to ensure this policy is followed.

17.3.3 Policy

Gold Group is allocated 17 spaces on different floors within the multi-story car park. Each space is numbered and allocated to a particular individual. Please do not park in any other space than the one allocated to you.

The spaces are allocated on a 'length of service basis' with Gold Group. The current list of spaces allocated and those next in line will be held with HR and updated regularly.

Any individual who is entitled to a space but chooses not to take up an allocation will be allowed first option to review that decision when the next space becomes available. This will also be reviewed on a 'length of service' basis.

Spaces are re-allocated when a new space is available so the lower spaces are filled first and the newcomer will start on the top level and then work down.

We would like to encourage people to make their space available to others in the event they do not need it for any reason. If any individual is not using their space because they are out of the office, away on holiday, or sick then it is their responsibility to manage their space accordingly. If you do pass on your entry card then it is the responsibility of the space holder to ensure the new occupant is aware of, and adheres to, these principles.

The Company accepts no liability for cars parked in the car park and you do so at your own risk.

The Company reserves the right to charge £25 to the employee for a replacement car park pass if lost or not returned at the Company's request.

The car park passes are loaned to you whilst you are employed through Gold Group. Passes must be returned upon leaving the business. Gold Group reserves the right to charge anyone £25 for passes not returned.

We are advised by our landlord that tailgating into the car park is not allowed and is done so entirely at your own risk. No member of staff is authorised to use a space that is not allocated to Gold Group.

Continuous misuse of the car park and/or car park rules will result in disciplinary action, therefore any communications regarding such misuse, will also be copied in to the individuals line manager.

Visitors Car Park

The visitor's car park is available for visitors only and should not be used as an area for parking by Gold Group staff and their own vehicles.

Should you have any visitors to East Grinstead House then please contact Business Support in order that a space can be allocated.

17.4 Drugs and Alcohol Policy

17.4.1 Purpose

The purpose of this policy is to document our responsibility and commitment to ensure a safe and healthy workplace for all staff.

This policy sets out Gold Group's position and approach with regards to possession, consumption, supply or attempted supply of illegal drugs or the effects of alcohol within the workplace or whilst representing Gold Group.

This policy covers the courses of action which will be taken in situations of staff being under the influence of drugs or alcohol whilst at work or representing Gold Group.

17.4.2 Scope

This policy applies to all staff. All staff have the responsibility to ensure this policy is followed.

17.4.3 Policy

All individuals working at Gold Group are expected to report fit for work and be able to perform assigned duties safely and effectively without any limitations due to the use or after-effects of alcohol, illegal drugs, non-prescription drugs, prescribed medications or any other substance.

Gold Group therefore wants to emphasise that it has zero tolerance for illegal drugs and does not condone alcohol consumption within the working day. Gold group has zero tolerance for staff who arrive at work under the influence of drugs or alcohol and/or whose ability to work is impaired in any way by the consumption of drugs or alcohol, or who consume drugs or alcohol on Company premises or whilst representing Gold Group.

Employees have personal responsibility to:

- Adhere to this policy and consider how certain actions could detrimentally affect the business and other colleagues.

- Be fit for work when conducting duties on behalf of the Company and notify management immediately if use of an aforementioned substance may cause any impairment of work performance.
- Not to bring or use illegal substances on Company premises or any other location whilst representing Gold Group under any circumstances.
- Seek professional help if they have a substance abuse problem.
- Notify management if they are taking medication that could affect their ability to work safely or at full capacity.
- Notify management if they suspect that another employee in the workplace is under the influence or in possession of illegal drugs whether on company premises or whilst representing Gold Group.

Managers have a responsibility to:

- Make the Drugs and Alcohol Policy available to employees.
- Discuss with employees as soon as possible if behaviour, performance or absence indicates a problem with substance misuse.
- Seek further guidance from Human Resources.
- Escalate to senior management employees who they suspect are under the influence of any aforementioned substance.
- Record absence related to substance abuse in accordance with attendance reporting procedures.

Conduct when alcohol is available at Gold Group related events:

It is recognised that alcohol may be available at some Gold Group events (whether held on the premises or not), such as parties, entertaining visitors or other work-related events such as training courses or team/company events. However, employees must be fit for work when conducting duties and are always expected to maintain and be responsible for their own standards of behaviour, with the emphasis on avoiding any actions that could lead to a complaint of misconduct or could harm the reputation of the Company. Such complaints will be fully investigated and may lead to disciplinary action being taken. Non-alcoholic beverages will always be available as an alternative.

Taking action:

Where an individual appears to be under the immediate influence of alcohol or drugs, it is the responsibility of the manager to discuss the matter with the individual as soon as possible and preferably, with a witness present. Managers should seek guidance from HR prior to doing so. If the manager witnesses, or has direct evidence of or suspects the over consumed use of alcohol or illegal drugs by an employee, they should inform a Senior Manager or HR. Where illegal drugs are involved, the Company may call the police. The member of staff concerned will be dealt with under the Disciplinary Procedure and may be suspended, pending further investigation.

It is the responsibility of all staff to identify concerns about an individual's immediate ability to perform their job and take appropriate steps. Where necessary, employees who are

suspected of breaching this policy may be suspended, pending investigation and a decision on appropriate consequences including disciplinary action.

Compliance:

Failure to comply with this policy may result in disciplinary action and for the avoidance of doubt; serious or persistent breaches may result in dismissal.

17.5 Homeworking Policy

This policy explains how to apply for homeworking, and the things we take into account when considering your request. It also covers the safeguards that need to be put in place and the practical arrangements that make homeworking a success.

This policy does not form part of your employment contract and Gold Group reserve the right to update it at any time.

What is Homeworking?

Homeworking means working from home on an occasional, a temporary or a permanent basis. It could be a one-off day. It could be a new pattern of working partly from home. It could be working entirely from home for a fixed period or indefinitely.

Homeworking does not entitle you to choose when and how you work. It simply means you do your job from home. Your contractual obligations, including your core working hours, continue to apply. Any changes would need to be agreed between us.

Occasional Homeworking

There are various reasons why you might need or want to work from home on a particular day for a short period of time. You should discuss this with your line manager. Examples could include:

- Logistical difficulties in getting to work
- Isolating/Dependants isolating
- Injury

Homeworking that changes your "Place of Work"

This is when you have agreed a new working arrangement with us. It is where your home becomes your working base for at least some of the week/month, temporarily or permanently.

Is your role suitable for homeworking?

We will consider your homeworking request under this policy if you have worked for us continuously for at least 26 weeks at the date your request is made. Additionally, if there are circumstances when we'd like to satisfy a request sooner than 26 weeks then we can.

We will need to be satisfied that your role is one that is suited to homeworking (not all are). All decisions are at the sole discretion of your line manager

You will also need to have the attributes and skills that mean you should be able to do your job effectively from home. Things like:

- The ability to work independently
- Self-motivation
- Self-discipline
- Good time management

- The ability, through remote technology, to access materials you will need and speak with people you'll need to speak with
- Being able to separate work life and home life

Your personnel record, including your recent conduct and performance levels and any unexpired warnings, will be taken into account when we make any decisions.

Your home environment must be suitable for homeworking.

This includes:

- having an appropriate working area (desk/chair/phone/natural light/not noisy etc)
- reasonably strong internet connection (a speed test may need to be carried out)

How do I apply for homeworking?

If you would like to make homeworking a normal part of your contract, you should discuss this with your manager as a first step. If you then decide to make a formal request for homeworking under this policy, send a letter or email to your manager.

It is important that we have enough time to consider your request properly, so please send any request to us in plenty of time in advance of when you would like the homeworking to begin.

If you are applying for homeworking as a flexible working request (which has a special formal process set by employment law) you must be clear about that and follow our Flexible Working Procedure. (See section 13.6 in the Employee Handbook (above))

What should I include in my application?

Tell us in as much detail as you can about the homeworking arrangement you are proposing. In particular:

- What your working week/month would look like.
- Whether homeworking would be a temporary or a permanent arrangement.
- When you would like the homeworking to begin.
- How you think homeworking could work for you, for your role and for us.
- Why you think you and your role are suited to homeworking.
- How you would do your job just as effectively from home.
- How you would maintain proper contact and relationships with colleagues, clients, your manager etc.
- How you would protect confidential information belonging to us and to our clients, customers contractors etc.

When we receive your request:

We will meet with you as soon as possible to discuss your proposed homeworking.

We may want to visit your home (possibly more than once) to assess its suitability, which may include carrying out a health and safety risk assessment. We may require you to arrange and pay for any necessary modifications and may refuse your homeworking request if those modifications are not made within a reasonable timeframe, or if they do not rectify any health and safety risk(s) identified.

We may also want to carry out a data protection risk assessment before deciding whether or not to agree to the homeworking.

We will write to you to let you know whether we agree to the homeworking. Each request is considered on its own merits. Even if we have approved a similar request in the past, we are not tied to doing the same in the future.

If your request is approved, we will want you to complete a trial period. If that trial period is unsuccessful, you may need to return to the previous contractual position, unless some other arrangement can be agreed.

Please note: All decisions are at the sole discretion of your line manager

If you are unhappy with a refusal of your request under this policy, you should write to HR within one week of our decision, explaining your reasons.

Setting up the homeworking

Property and equipment

We might loan you some of the things you will need to be able to do your job properly and safely from home. These may include stationery, laptop/desktop computer/computer screens etc. We may require you to arrange and pay for any necessary modifications such as broadband connections, and may refuse your homeworking request if those modifications are not made within a reasonable timeframe, or if they do not rectify any health and safety risk(s) identified.

You must take good care of anything we loan you and return it to us when requested. If for any reason items are not returned or damaged, we reserve the right to deduct this from your pay, set out in your contract of employment.

You may use the equipment or other property we provide for reasonable and lawful personal/family use.

If you intend using any personal equipment such as a computer for homeworking you must check with us first. We will need to make sure that it's suitable. Any personal equipment that we agree to you using remains your responsibility, so you would need to cover the cost of things like repairs.

Household bills

You will be expected to cover the cost of utilities including heating and electricity necessary for your homeworking.

Mortgage, lease and insurance

You are responsible for making sure that your mortgage or lease and home insurance do not restrict or prevent your home being used for work.

You should discuss with your home insurer any changes that may need to be made to your policy to ensure that you are fully protected while working from home. You are responsible for any additional premiums and if any necessary changes mean an increase in your premium, we will expect you to cover that extra cost during the homeworking.

Managing the homeworking

Employees who work from home are subject to the same rules, procedures and expected standard of conduct and performance as all other employees. Contractual obligations, duties and responsibilities remain in place, as do our workplace policies.

We want you to remain as involved as possible in our business and our activities while you are working from home. This includes attending monthly sales meetings/1-2-1's, having access to

company news, events and benefits, as well as opportunities for professional development, training and promotion.

We will keep in regular and reasonable contact with you during your homeworking via phone, email, video conferencing and face-to-face meetings.

If you at any point feel isolated or lacking guidance or support you should discuss this with your manager or HR.

Where an IT or other problem prevents you from working effectively from home, you should contact your line manager straightaway. We may need you to come into work until the issue has been resolved.

If you cannot work on a homeworking day because of illness or injury, you must follow the procedure set out in your Contract of Employment section 11 Sickness and Sickness Pay.

Expenses

We will reimburse you for your reasonable costs and your reasonable travelling costs in respect of meetings with clients. Travel from home to Gold Group's offices will not be claimable. Mileage will be calculated from your new work address. All expenses will need to be approved and signed off by your line manager.

17.6 Company Credit Card Policy

17.6.1 Purpose

The purpose of this document is to formalise the rules and restrictions Gold Group place upon the employees that have been assigned a Company Credit Card.

17.6.2 Scope

A Company Credit Card may be issued to a Senior Member of the Management Team only in order that they make purchases on behalf of the Company.

17.6.3 Policy

A Company Credit Card must be used in conjunction with the following rules:

- VAT receipts must be obtained for all expenditure.
- Each month there will be a statement from the Credit Card company detailing the previous month's expenditure; receipts must be matched to the statement, and passed to the cardholder's Manager for approval within 1 week of receipt.
- The cardholder's authorised spending limit applies per transaction – anything above must be approved by company directors (Tom or Richard).
- If any other employees request to use the card for a Company purchase. It is still the Cardholder's responsibility to ensure the Card is then used in accordance to the rules and returned as soon as possible.
- The Monthly credit limit must not be exceeded.
- Cash withdrawals are not permitted, except with prior Director approval.
- The Card must **not** be used for personal use.
- Any personal transactions will result in the card being withdrawn immediately. Disciplinary action may be taken and those transactions will be deducted from the employee's next salary.

- The Credit Card's Online Security System must be used, ensuring that a personal password is entered each time the card is used online.
- Passwords or Pins must never be shared.
- If a card is lost or stolen it must be reported directly to Barclaycard and Gold Group immediately.
- The Credit Card will be the responsibility of the cardholder and any misuse will result in the card being withdrawn with immediate effect.
- If the employment of the cardholder terminates with Gold Group, for any reason, the card must be returned immediately and any transactions deemed to be non-business related will be deducted from the Cardholder's final payslip.
- The Credit Card can be withdrawn at any time by the company.

17.7 Eye Test Policy

17.7.1 Purpose

To provide a consistent and fair approach to eye care for all employees and comply with the employer obligations.

17.7.2 Scope

The Company operates an eye test policy for all staff. All workers have the responsibility to ensure this policy is followed.

17.7.3 Policy

Employer Obligations

As an employer you must publicise the Health & Safety (Display Screen) Regulations 1992 (amended 2002) Regulation 5 to your staff, and provide, on request:

- A full eye examination and eyesight test by a qualified (Opticians Act 1989) Optometrist/Ophthalmic medical Practitioner (OMP) - vision screening does not satisfy the conditions of the law.
- Follow-up eye tests at regular intervals as recommended by the optician. Follow-up tests are for all employees, not just those with identified problems.
- Additional interim eye test at any time if any employee requests it, or experiences difficulty with their sight.
- Eye tests for new employees.
- VDU corrective spectacles for employees who need them.

Gold Group Ltd are committed to providing staff with the appropriate healthcare benefit they deserve. If you feel that you need an eye test, inform the named nominated person below of the date of the appointment and the optician, who will then ask you to complete an Expense form after the eye test has taken place.

Once you have had the eye test, the cost of that eye test will be refunded to you up to the value of £30, with no tax or NI to pay. If you then require corrective/new lenses for VDU work only i.e. glasses required for performing the tasks of your job, then Gold Group will contribute £50 to the price of those corrective/new lenses.

Nominated Person
HR Manager

Below is more about the above legislation:

The Health and Safety (Display Screen Equipment) Regulations 1992 (amended 2002) apply to all display screen equipment (DSE) - computer screens.

The main provisions are as follows:

1. Employers must carry out a risk assessment of workstations used by employees to reduce any identified risks.
2. Employers must ensure that employees take regular and adequate breaks from looking at their screens.
3. Employees are entitled to ask their employer to pay for yearly eye tests. To avoid possible future litigation employers should make their employees aware of this right. A "competent person" must carry out any eye test - this means a qualified optician. It is advisable for an employer to keep written records of who receives free eye tests, the dates and costs of the tests. Most opticians can provide individual reminders every year of when an employee's eye test is due.
4. Employers must provide their computer users with adequate health and safety training for any workstation they work at. This entails showing employees how to properly adjust their chairs and desks (if adjustable) and the correct way to sit and work at their workstations.

The main problems encountered in using workstations are:

- Tiredness caused by poorly designed or adjusted workstations
- Repetitive strain injury (RSI) and carpal tunnel syndrome
- Eye strain leading to headaches, fatigue and sore eyes

Conclusion

These are all problems that can be prevented by using properly adjusted equipment and having and implementing a proper policy.

However, allowing these problems to go uncorrected can easily lead to reduced productivity and increased staff absence due to injury. In serious cases, this can (and does) lead to claims against employers. This is usually a double blow for the employer with the loss of productivity leading up to a claim and the costs of defending or settling a claim when it is made.