



# Employee Handbook

# MAXIPOWER SECURITY AND FACILITIES MANAGEMENT GROUP LIMITED

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# Employee Handbook Issues And Updates

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1 - 37	1	April 2018
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20, 21	4	March 2019
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5, 19, 21	8	February 2022
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8	10	December 2022
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# Introduction

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## WELCOME TO OUR TEAM

We would like to wish you every success during your employment whether you recently joined us or whether you are an existing employee. We hope that your experience of working here will be positive and rewarding.

This Employee Handbook is designed both to introduce you to our organisation and to be of continuing use during your employment.

We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains information on some of the main employee benefits that may be available to you and the policies and procedures relating to your employment. If you require any clarification or additional information please refer to your Line Manager.

Please note that we provide equal opportunities and are committed to the principle of equality in accordance with legislative provisions. We expect your support in implementing these policies. We will not condone any unlawful discriminatory act or attitude in the course of your employment or in your dealings with our clients, suppliers, contract workers, members of the public or with fellow employees. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

General amendments to the Employee Handbook will be issued from time to time.

# Joining Our Organisation

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## **A) INDUCTION**

At the start of your employment with our Company you are required to complete an induction programme, during which all our policies and procedures (including Health and Safety) will be explained to you. Information relating to these will be given to you at the induction.

## **B) JOB DESCRIPTION**

Amendments may be made to your job description from time to time in relation to our changing needs and your own ability.

## **C) STAFF APPRAISAL SCHEME**

We have a staff appraisal scheme in place for the purpose of monitoring staff performance levels with a view to maximising the effectiveness of individuals, details of which are available separately.

## **D) MOBILITY**

It is a condition of your employment that you are prepared, whenever applicable, to transfer/travel to any other of our sites within reasonable travelling distance as required. This mobility is essential to the smooth running of our business.

## **E) JOB FLEXIBILITY**

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within our business. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volume of work is always subject to change.

## **F) DISCLOSURE AND BARRING CERTIFICATE(S)**

Your initial employment is conditional upon the provision of a satisfactory Disclosure and Barring Certificate of a level appropriate to your post. You may be required to undertake subsequent criminal record checks from time to time during your employment as deemed appropriate by the Company. In the event that such certificate(s) are not supplied your employment with us will be terminated.

Data collected about criminal convictions will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

## **G) CONVICTIONS AND OFFENCES**

During your employment, you are required to immediately report to the Company any convictions or offences with which you are charged, including traffic offences. Data collected about criminal convictions will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

## **H) WORK PERMITS**

All employees are required in law to provide evidence of their eligibility to work in the UK. As an employer we have the legal obligation to comply with the applicable immigration legislation which includes ensuring that employees provide the appropriate documentation prior to the commencement of employment.

In the event that an employee is unable to provide satisfactory evidence of their eligibility to work in the UK the Company reserve the right to terminate the employment without notice. Acceptable evidence is set out in our Work Permits and Eligibility to Work Policy.

All costs relating to any immigration application must be borne by the employee in question and will be deducted from your salary.

# Pay, etc

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## **A) ADMINISTRATION**

### **1) Payment**

- a) The pay period is the calendar month. Salaries/Wages are paid on the last day of the month.
- b) You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.
- a) Any pay queries that you may have should be raised with your Line Manager.

### **2) Overpayments**

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

### **3) Income Tax and National Insurance**

At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them for tax purposes.

## **B) LATENESS/ABSENTEEISM**

- 1) You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your work.
- 2) All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.
- 3) If you arrive for work more than one hour late without having previously notified us, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the day without pay.
- 4) Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

### **C) SHORTAGE OF WORK**

In the event that the Company is faced with a shortage of work, or is unable to provide you with work for any other reason, then you agree that the Company may temporarily:

- place you on short time working, in which case you will be paid for those hours worked; or
- lay you off from work, in which case you will be paid in accordance with the statutory guarantee pay provisions in place at that time; or
- designate you as a furloughed (or similar) worker, in accordance with the terms of any Government furlough (or similar) scheme in place from time to time, in which case during such period, if required, you will cease to carry out any work for the Company. (For this purpose, you agree that the Company may adjust your salary and benefits by an appropriate amount to ensure that it receives reimbursement of such salary and benefits under the said scheme to the fullest extent possible)

The entirety of this section entitled “Shortage of work” forms part of your contractual terms and conditions.

### **D) TIMESHEETS**

You are required to complete and submit timesheets as directed in order to ensure that you receive the correct payment. Incorrectly completed, or late submission of, timesheets may result in incorrect or delayed payment of wages. Deliberate falsification of timesheets will be regarded as a disciplinary offence and may lead to your summary dismissal.

### **E) PENSION SCHEME**

We operate a contributory pension scheme which you will be auto enrolled into (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the Company. Further details are available separately.

### **F) PAY ADVANCES**

Under certain circumstances pay advances may be available. Speak to your Line Manager for further details.

### **G) LOANS**

Under certain circumstances loans may be available. Speak to your Line Manager for further details.



# Holiday Entitlement and Conditions

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## **A) ANNUAL HOLIDAYS**

- 1) Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
- 2) It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.
- 3) You must complete the holiday request form and have it authorised by your Line Manager before you make any firm holiday arrangements.
- 4) Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
- 5) You may not normally take more than two working weeks consecutively.
- 6) You may not take any annual leave during your probationary period.
- 7) You should give at least four weeks' notice of your intention to take holidays of a week or more and one week's notice is required for odd single days.
- 8) Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.
- 9) Due to the nature of our business you may not take annual leave during December.

## **B) PUBLIC/BANK HOLIDAYS**

Due to the nature of our work, public/bank holidays are not recognised and are treated as normal working days.

# Sickness/Injury Payments and Conditions

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## **A) NOTIFICATION OF INCAPACITY FOR WORK**

- 1) You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than six hours prior to your start time. Text messages and e-mails are not an acceptable method of notification. Other than in exceptional circumstances notification should be made personally, to your Line Manager.
- 2) You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. The notification procedures should be followed on each day of absence unless you are covered by a medical certificate.
- 3) If your incapacity extends to more than seven calendar days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

## **B) EVIDENCE OF INCAPACITY**

- 1) Medical certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form on your return to work.
- 2) If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should obtain a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive medical certificates to cover the whole of your absence.
- 3) In some situations, in line with government guidance, an extension of self-certification of absence will be temporarily accepted. You will be informed of any such changes should these apply.

## **C) PAYMENTS**

- 1) You are entitled to statutory sick pay (SSP) if you are absent for four or more consecutive days because of sickness or injury provided you meet the statutory qualifying conditions. SSP is treated like wages and is subject to normal deductions.
- 2) Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
- 3) Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.

#### **D) RETURN TO WORK**

- 1) You should notify your Line Manager as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
- 2) If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
- 3) On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to your Line Manager.
- 4) Upon returning to work after any period of sickness/injury absence, you may be required to attend a “return to work” interview to discuss the state of your health and fitness for work. Information arising from such an interview will be treated with strictest confidence.

#### **E) GENERAL**

- 1) Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.
- 2) In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness/injury. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.
- 3) We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.
- 4) If we consider it necessary, we may ask your permission to contact your doctor and/or for you to be independently medically examined.

# Safeguards

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## **A) RIGHTS OF SEARCH**

- 1) Although we do not have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business, we would ask all employees to assist us in this matter should we feel that such a search is necessary.
- 2) Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at the time that any further questioning takes place.
- 3) We reserve the right to call in the police at any stage.

## **B) CONFIDENTIALITY**

- 1) All information that:
  - a) is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;
  - b) relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort; and
  - c) has not been made public by, or with our authority;

shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.

- 2) You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.
- 3) You must make yourself aware of our policies on data protection in relation to personal data and ensure compliance with them at all times.

## **C) COMPANY PROPERTY AND COPYRIGHT**

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

## **D) INVENTIONS/DISCOVERIES**

An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become our property if it was made:

- a) in the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties;
- b) outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these; and
- c) during the course of any of your duties, and at the time you had a special obligation to further our interests arising from the nature of those duties, and your particular responsibilities.

## **E) STATEMENTS TO THE MEDIA**

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by a Director.

## **F) DATA PROTECTION**

The General Data Protection Regulation (GDPR) and the current Data Protection Act regulate our use of your personal data. As an employer it is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.

We will process data in line with our privacy notices in relation to both job applicants and employees.

You have several rights in relation to your data. More information about these rights is available in our “Policy on your rights in relation to your data”. We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such.

We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.

You are required to comply with all company policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.

The Companies contact centre located in Pakistan will also have access to the information and staff data due to the operational purposes and efficiency of the business.

## **G) VIRUS PROTECTION PROCEDURES**

In order to prevent the introduction of virus contamination into the software system the following must be observed:

- a) unauthorised software including public domain software, USBs, external hard drives, CDs or internet downloads must not be used; and
- b) all software must be virus checked using standard testing procedures before being used.

## **H) USE OF COMPUTER EQUIPMENT**

In order to control the use of the Company’s computer equipment and reduce the risk of contamination the following will apply:

- a) the introduction of new software must first of all be checked and authorised by your Line Manager before general use will be permitted;
- b) only authorised staff should have access to the Company’s computer equipment;
- c) only authorised software may be used on any of the Company’s computer equipment;
- d) only software that is used for business applications may be used;
- e) no software may be brought onto or taken from the Company’s premises without prior authorisation;
- f) unauthorised access to the computer facility will result in disciplinary action; and

- g) unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.
- h) under no circumstances are you permitted to use the client's computer equipment.

## **I) E-MAIL AND INTERNET POLICY**

### **1) Introduction**

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of internet and e-mail within the Company. The internet and e-mail system have established themselves as an important communications facility within the Company and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout.

### **2) Internet**

Where appropriate, duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Company name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence. The intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.

### **3) Procedures – Acceptable/Unacceptable Use**

- a) unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal.
- b) the internet system is available for legitimate business use and matters concerned directly with the job being done. Employees using the internet system should give particular attention to the following points:
  - i) comply with all of our internet standards;
  - ii) access during working hours should be for business use only;
  - iii) private use of the internet is not permitted at any time.
- c) the Company will not tolerate the use of the Internet system for unofficial or inappropriate purposes, including:
  - i) accessing websites which put our internet at risk of (including but not limited to) viruses, compromising our copyright or intellectual property rights;
  - ii) non-compliance of our social networking policy;
  - iii) connecting, posting or downloading any information unrelated to their employment and in particular pornographic or other offensive material;

- iv) engaging in computer hacking and other related activities, or attempting to disable or compromise security of information contained on the Company's computers.

You are reminded that such activities (iii. and iv.) may constitute a criminal offence.

#### **4) E-mail**

The use of the e-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the Company's position on the correct use of the e-mail system.

#### **5) Procedures - Authorised Use**

- a) unauthorised or inappropriate use of the e-mail system may result in disciplinary action which could include summary dismissal.
- b) the e-mail system is available for communication and matters directly concerned with the legitimate business of the Company. Employees using the e-mail system should give particular attention to the following points:
  - i) all comply with Company communication standards;
  - ii) e-mail messages and copies should only be sent to those for whom they are particularly relevant;
  - iii) e-mail should not be used as a substitute for face-to-face communication or telephone contact. Abusive e-mails must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
  - iv) if e-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The Company will be liable for infringing copyright or any defamatory information that is circulated either within the Company or to external users of the system; and
  - v) offers or contracts transmitted by e-mail are as legally binding on the Company as those sent on paper.
- c) The Company will not tolerate the use of the e-mail system for unofficial or inappropriate purposes, including:
  - i) any messages that could constitute bullying, harassment or other detriment;
  - ii) personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
  - iii) on-line gambling;
  - iv) accessing or transmitting pornography;
  - v) transmitting copyright information and/or any software available to the user; or
  - vi) posting confidential information about other employees, the Company or its clients or suppliers.

## **6) Monitoring**

We reserve the right to monitor all e-mail/internet activity by you for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements. This includes monitoring of any additional accounts you may be requested to set up for the purposes of performing your work tasks, which are subject to the same rules as your work email account. Information acquired through such monitoring may be used as evidence in disciplinary proceedings. Monitoring your usage will mean processing your personal data. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

## **J) USE OF SOCIAL NETWORKING SITES**

Any work related issue or material that could identify an individual who is a client or work colleague, which could adversely affect the Company, a client or our relationship with any client must not be placed on a social networking site. This means that work related matters must not be placed on any such site at any time either during or outside of working hours and includes access via any computer equipment or mobile device.

## **K) KEYHOLDING/ALARM SETTING**

If you are an allocated key holder, you must ensure that all procedures and guidelines are followed when securing the building prior to leaving. Any security measure such as keys and the alarm code must be kept safe at all times.

You must not give the keys and the alarm code to any third party unless authorisation is obtained from your Line Manager. Any loss or damage caused as a result of your failure to follow procedures or your negligence in ensuring the safekeeping of the keys and the alarm code will result in disciplinary action which could lead to your summary dismissal.

We also reserve the right to deduct the cost of any loss, repair or replacement from any monies owing to you.

Any breaches or security issues including the loss or theft of keys and the alarm code must be reported immediately to your Line Manager.

To satisfy the requirements of our insurers and to protect us from fire and theft, you must secure all properties and premises when unattended. The last person to leave the premises must ensure lights and appropriate electrical equipment are switched off, windows and doors are secure and alarms are set accordingly.



# Standards

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## A) WASTAGE

- 1) We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of our organisation.
- 2) You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:
  - a) handle machines, equipment and stock with care;
  - b) turn off any unnecessary lighting and heating. Keep doors closed whenever possible;
  - c) ask for other work if your job has come to a standstill; and
  - d) start with the minimum of delay after arriving for work and after breaks.
- 3) The following provision is an express written term of your contract of employment:
  - a) Any damage to stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement; and
  - b) Any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.
- 4) In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

## B) STANDARDS OF DRESS

We have a smart/casual dress code, however business attire should be worn when meeting with clients. Clothing should be kept clean and tidy at all times.

After the recruitment process the Company requires security officers to wear during their working hours black suit, white shirt, black tie and black shoes. However, if you do not have the right uniform. Please make sure to contact Maxipower office/managers to request a new uniform

Jeans or shorts should not be worn to work and appropriate footwear should be worn at all times.

## C) HOUSEKEEPING

Both from the point of view of safety and of appearance, work areas must be kept clean and tidy at all times.

# Health, Safety, Welfare and Hygiene

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## **A) SAFETY**

- 1) You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
- 2) You must not take any action that could threaten the health or safety of yourself, other employees, clients or members of the public.
- 3) Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.
- 4) You should report all accidents and injuries at work, no matter how minor, in the accident book.
- 5) You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

## **B) ALCOHOL & DRUGS POLICY**

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees.

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

## **C) NO SMOKING POLICY**

Smoking on the premises is not permitted. You may only smoke during authorised breaks. You are under no circumstances permitted to smoke on client premises. There is a designated smoking area for your use. You must wash your hands prior to restarting work after any smoking break. This includes the use of Electronic Cigarettes.

## **D) HYGIENE**

- 1) Any exposed cut or burn must be covered with a first-aid dressing.
- 2) If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
- 3) Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

## **E) FITNESS FOR WORK**

If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others, and send you away for the remainder of the day with or without pay and, dependent on the circumstances, you may be liable to disciplinary action.

## **F) MANUAL HANDLING**

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury.

# General Terms and Procedures

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## **A) CHANGES IN PERSONAL DETAILS**

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

## **B) OTHER EMPLOYMENT**

You are expected to devote the whole of your time and attention during working hours to our business. If you propose taking up employment with an employer or pursuing separate business interests or any similar venture, you must discuss the proposal with your Line Manager in order to establish the likely impact of these activities on both yourself and the Company. You will be asked to give full details of the proposal and consideration will be given to:

- 1) Working hours;
- 2) Competition, reputation and credibility;
- 3) Conflict of Interest;
- 4) Health, safety and welfare.

You will be notified in writing of the Company's decision. The Company may refuse to consent to your request. If you work without consent this could result in the termination of your employment. \*

If you are unhappy with the decision you may appeal using the Grievance Procedure.

**\*NB: This does not apply to those on a zero hour contract who should refer to the following:**

If you already have any other employment or are considering any additional employment you must notify us so that we can discuss any implications arising from the current working time legislation.

## **C) TIME OFF**

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of your Line Manager and will normally be without pay.

## **D) PRIVATE WORK**

In the event of you being approached to undertake private work you must discuss this with your Line Manager before accepting the work. You are not allowed to undertake any work which could otherwise have been undertaken by the Company.

## **E) MATERNITY/PATERNITY/ADOPTION LEAVE AND PAY**

You may be entitled to maternity/paternity/adoption leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant or are notified of a match date for adoption purposes you should notify your Line Manager at an early stage so that your entitlements and obligations can be explained to you.

## **F) PARENTAL/SHARED PARENTAL LEAVE**

If you are entitled to take parental leave or shared parental leave in respect of the current statutory provisions, you should discuss your needs with your Line Manager who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of the business.

## **G) TIME OFF FOR DEPENDANTS**

You may be entitled to take a reasonable amount of unpaid time off during working hours to take action that is necessary to provide help to your dependants. Should this be necessary you should discuss your situation with your Line Manager who, if appropriate, will agree the necessary time off.

## **H) BEREAVEMENT LEAVE**

Reactions to bereavement may vary greatly according to individual circumstances and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with your Line Manager and agree appropriate time off, which will normally be without pay.

Any agreed time off will be discretionary.

In the unfortunate event that you experience the loss of a child, you may be entitled to parental bereavement leave and pay in accordance with the current statutory provisions. You should discuss your circumstances with your Line Manager and agree time off.

## **I) TRAVEL EXPENSES**

We will reimburse you for any reasonable expenses incurred whilst travelling on our business. The rules relating to travelling expenses will be issued separately. You must provide receipts for any expenditure.

## **J) EMPLOYEES' PROPERTY AND LOST PROPERTY**

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight. Articles of lost property should be handed to your Line Manager who will retain them whilst attempts are made to discover the owner.

## **K) PARKING**

Where parking facilities have been made available to you on our premises you must ensure that you observe all of our traffic requirements e.g. speed limits, etc. To avoid congestion, all vehicles must be parked only in the designated parking areas. No liability is accepted for damage to private vehicles, however it may be caused.

## **L) MAIL**

All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense.

## **M) FRIENDS AND RELATIVES CONTACT / TELEPHONE CALLS / MOBILE PHONES**

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing personal calls can only be made with the prior permission of your Line Manager. Personal mobile phones should be switched to silent during working hours. Phones should be kept with your personal belongings and not on your person. Unless otherwise authorised, usage of your personal mobile phone should be during authorised breaks only.

**It is illegal to hold and use a mobile phone, sat nav, tablet or any device that can send and receive data whilst driving.**

**It is our Company policy that you should not hold and use a mobile phone, sat nav, tablet or any device that can send and receive data whilst driving. You should ensure you are safely parked and you have turned off the engine before making or receiving any telephone calls. In the event of you being unable to answer a call because you cannot find a safe place to stop, you must return the call as soon as conveniently possible after you have safely parked and turned off the engine.**

You can use a device held in your hand in the following circumstances only:

- you need to call 999 or 112 in an emergency and it is unsafe or impractical to stop
- you are safely parked
- you are making a contactless payment in a vehicle that is not moving, for example at a drive through restaurant
- you are using the device to park the vehicle remotely.

You can use devices with hands-free access, such as a built-in sat nav, provided you do not hold the device at any time during usage.

## **N) COMPANY MOBILE PHONES**

The Company mobile phones are to be used for business purposes only. No personal use is permitted. Therefore any unauthorised personal use may be repayable by the employee and may result in disciplinary action in accordance with our procedures. The Company reserves the right to deduct the appropriate sums from your pay in the event that repayments are not made. The Company reserves the right to monitor all communications made on Company mobile phones in order to ensure compliance with our policies and procedures. Internet usage on Company mobile phones is subject to the same provisions set out in our E-mail and Internet Policy.

## **O) BUYING OR SELLING OF GOODS**

You are not allowed to buy or sell goods on your own behalf on our premises or during your working hours.

## **P) COLLECTIONS FROM EMPLOYEES**

Unless specific authorisation is given by your Line Manager no collections of any kind are allowed on our premises.

## **Q) CLIENT RELATIONS**

Our business involves the provision of services to clients and some of our employees are employed to perform work on behalf of those clients, sometimes on the client's own premises. Due to this relationship, our clients may, on rare occasions, require that such an employee be removed from a job in accordance with their contract with us. In such circumstances we will investigate the reasons for such requests. However, if our client maintains their stance, we will then take all reasonable steps to ensure that alternative work is provided. If this is not possible, we may have no alternative but to terminate such an individual's employment. This procedure is separate from any concurrent disciplinary matter that may need to be addressed.

## **R) BEHAVIOUR AT WORK**

You should behave with civility towards fellow employees, and no rudeness will be permitted towards clients or members of the public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action.

You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.

Any involvement in activities which could be construed as being in competition with us is not allowed.

## **S) CLIENT'S PREMISES**

Whilst visiting or working at any of our clients premises, it is imperative that you familiarise yourself and comply with all of their rules and requirements including (but not limited to) security, health and safety, smoking, parking, etc. Failure to comply with site rules could result in your removal from site and disciplinary action being taken in accordance with our disciplinary procedures.

## **T) COMPANY TOOLS**

The Company provides tools necessary to carry out your duties. You should keep these in good repair and take all reasonable steps to ensure that they are secure at all times. You must report any lost, damaged or mislaid tools to a Director. You must return all Company tools upon termination of employment by either party. Failure to return tools, or any loss or damage suffered as a result of your negligence, will result in a deduction to cover the cost of the tools being made from monies due to you.

## **U) DRIVING LICENCE**

If driving is a necessary, part of your role it is imperative that you maintain a valid driving licence suitable for the vehicle you operate at all times during your employment. You are required upon request to produce your driving licence to the management. We may also require you to provide us with the ability to access your driving licence details online. If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately. Should your licence be removed or become invalid for any reason, your employment may be terminated.

Data collected about driving licences will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

## **V) FINES**

We will not be held responsible for any fines (e.g. parking, speeding, etc) incurred by you whilst working for us. If we receive the summons on your behalf, we may pay the fine and deduct the cost from any monies owing to you.

## **W) CAR INSURANCE**

If your position requires you to use your own car for business purposes, you must ensure that your car insurance provides adequate cover. Proof of adequate insurance, Driving Licence, Tax and an MOT Certificate must be produced for scrutiny by the Company, upon renewal and at any time when so requested.

## **X) THIRD PARTY INVOLVEMENT**

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, this is not an exhaustive list. We will seek your consent at the relevant time to share relevant 'special categories of data' where it is necessary for the purposes of that hearing, we ensure that a relevant condition of processing is met and we do not rely upon your consent for the processing.

## **Y) RECORDING OF FORMAL MEETINGS**

We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request. All personal data collected for this purpose will be processed in line with the current Data Protection Act.

# Anti-Bribery Policy

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## **A) INTRODUCTION**

Bribery is a criminal offence. The Company prohibits any form of bribery. We require compliance, from everyone connected with our business, with the highest ethical standards and anti-bribery laws applicable. Integrity and transparency are of utmost importance to us and we have a zero tolerance attitude towards corrupt activities of any kind, whether committed by employees or by third parties acting for or on behalf of the Company.

## **B) POLICY**

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

## **C) SUSPICION**

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

## **D) REPORTING**

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

Staff are reminded of the Company's Whistleblowing Policy which is available in this Employee Handbook.

## **E) GIFTS AND HOSPITALITY**

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

No gift should be given nor hospitality offered by an employee or anyone working on our behalf to any party in connection with our business without receiving prior written approval from your Line Manager.

Similarly, no gift or offer of hospitality should be accepted by an employee or anyone working on our behalf without receiving prior written approval from your Line Manager.

## **F) RECORD KEEPING**

A record will be made by your Line Manager of every instance in which gifts or hospitality are given or received.

As the law is constantly changing, this policy is subject to review and the Company reserves the right to amend this policy without prior notice.

# Anti-Tax Evasion Policy

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## A) INTRODUCTION

Tax evasion is a criminal offence. The Company prohibits any form of tax evasion. Involvement in the criminal facilitation of tax evasion exposes the Company and the person facilitating the evasion to a criminal offence. It will also damage our reputation and the confidence of our clients, suppliers and business partners.

Indicators of tax evasion are:-

- a) request for payment by cash;
- b) overly-complex payment mechanisms;
- c) services/good provided to jurisdictions that do not subscribe to Common Reporting Standards;
- d) transactions involving overly complex supply chains;
- e) transactions involving private banking facilities; and/or
- f) records are incomplete or missing.

Our position is simple: we conduct our business to the highest legal and ethical standards. We will not be party to tax evasion or the facilitation of tax evasion of any form. Such acts would damage our reputation and expose us, and our staff and representatives, to the risk of fines and imprisonment.

We take a zero-tolerance approach to tax evasion facilitation by our people and our third party representatives. We are committed to:

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

We require compliance in regards to this from everyone connected with our business. Integrity and transparency are of utmost importance to us.

## B) DEFINITIONS OF TAX EVASION

Tax evasion is the practice of using illegal methods to avoid paying tax. It frequently involves contrived, artificial transactions that serve no purpose other than to reduce tax liability.

## C) POLICY

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

If we suspect that you have taken part in such activity, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in your dismissal, or the cessation of our business arrangement with you.

If you, as an employee or person working on our behalf, suspect any activity related to tax evasion or attempted tax evasion has taken place, even if you are not personally involved, you are expected to report this to a Director. You may be asked to give a written account of events.



#### **D) TRAINING/MONITORING/REVIEW**

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

#### **E) CONCERNS**

Staff are reminded of the Company's Whistleblowing policy which is available in this Employee Handbook, or upon request.

# Whistle-blowers

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## A) INTRODUCTION

Under certain circumstances, employees are protected from suffering any detriment or termination of employment if they make disclosures about organisations for whom they work.

## B) QUALIFYING DISCLOSURES

- 1) Certain disclosures are prescribed by law as “qualifying disclosures”. A “qualifying disclosure” means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the Company has committed a “relevant failure” by:
  - a) committing a criminal offence;
  - b) failing to comply with a legal obligation;
  - c) a miscarriage of justice;
  - d) endangering the health and safety of an individual;
  - e) environmental damage; or
  - f) concealing any information relating to the above.
- 2) These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The Company will take any concerns that you may raise relating to the above matters very seriously.
- 3) The Employment Rights Act 1996 provides protection for workers who ‘blow the whistle’ where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure has to be “in the public interest”. We encourage you to use the procedure to raise any such concerns.

## C) THE PROCEDURE

- 1) In the first instance you should report any concerns you may have to a Director who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate official organisation or regulatory body.
- 2) If you do not report your concerns to a Director you should take them direct to the appropriate organisation or body.

## D) TREATMENT BY OTHERS

Bullying, harassment or any other detrimental treatment afforded to a colleague who has made a qualifying disclosure is unacceptable. Anyone found to have acted in such a manner will be subject to disciplinary action.

# Capability Procedures

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## A) INTRODUCTION

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

## B) JOB CHANGES/GENERAL CAPABILITY ISSUES

- 1) If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.
- 2) If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.
- 3) If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.
- 4) If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

## C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES

- 1) Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.
- 2) There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

## D) SHORT SERVICE STAFF

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

# Disciplinary Procedures

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## A) INTRODUCTION

- 1) It is necessary to have a minimum number of rules in the interests of the whole organisation.
- 2) The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.
- 3) Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
- 4) The following rules and procedures should ensure that:
  - a) the correct procedure is used when requiring you to attend a disciplinary hearing;
  - b) you are fully aware of the standards of performance, action and behaviour required of you;
  - c) disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
  - d) you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions we may implement temporary measures in order that an uninterrupted investigation can take place. These measures may include, for example:
    - working in a different department, or from a different office or site
    - a change to your usual duties
    - working with different customers/clients, or away from customers/clients
    - working from home
    - suspension on contractual pay.

This list is not exhaustive, and we may implement other measures which are appropriate to the circumstances. None of these measures are to be regarded as disciplinary action or a penalty of any kind.

Where an employee on temporary suspension tells us that they are sick, the employee will be considered to be on sickness absence, rather than suspension, until the employee notifies us that they are no longer sick, at which point suspension will resume where appropriate;

- e) other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process;
- f) you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
- g) if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

## **B) DISCIPLINARY RULES**

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

## **C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT**

(These are examples only and not an exhaustive list.)

You will be liable to disciplinary action if you are found to have acted in any of the following ways:

- a) failure to abide by the general health and safety rules and procedures;
- b) smoking in designated non-smoking areas;
- c) consumption of alcohol on the premises;
- d) persistent absenteeism and/or lateness;
- e) unsatisfactory standards or output of work;
- f) rudeness towards clients, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- g) failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- h) failure to carry out all reasonable instructions or follow our rules and procedures;
- i) unauthorised use or negligent damage or loss of our property;
- j) failure to report immediately any damage to property or premises caused by you;
- k) loss of driving licence where driving on public roads forms an essential part of the duties of the post;
- l) if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction; and
- m) unauthorised use of e-mail and internet.

## **D) SERIOUS MISCONDUCT**

- 1) Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.
- 2) You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

**E) RULES COVERING GROSS MISCONDUCT**

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:

- a) theft or fraud;
- b) physical violence or bullying;
- c) deliberate damage to property;
- d) deliberate acts of unlawful discrimination or harassment;
- e) possession, or being under the influence, of drugs\* at work; and

\*For this purpose, the term ‘drugs’ is used to describe both illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.

- f) breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

(The above examples are illustrative and do not form an exhaustive list.)

**F) DISCIPLINARY PROCEDURE**

1) Disciplinary action taken against you will be based on the following procedure:

OFFENCE	FIRST OCCASION	SECOND OCCASION	THIRD OCCASION	FOURTH OCCASION
Unsatisfactory Conduct	Formal verbal warning	Written Warning	Final written warning	Dismissal
Misconduct	Written Warning	Final written Warning	Dismissal	
Serious misconduct	Final written warning	Dismissal		
Gross misconduct	Dismissal			

- 2) We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal.
- 3) If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.
- 4) In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

**G) DISCIPLINARY AUTHORITY**

The operation of the disciplinary procedure contained in the previous section, is based on the following authority for the various levels of disciplinary action. However, the list does not prevent a higher level of seniority progressing any action at whatever stage of the disciplinary process.

PERSON AUTHORISED TO TAKE DISCIPLINARY ACTION IN THE CASE OF:		
	MANAGEMENT	OTHER EMPLOYEES
<b>Formal verbal warning</b>	a Director	your Line Manager
<b>Written warning</b>	a Director	your Line Manager
<b>Final written warning</b>	a Director	your Line Manager
<b>Dismissal</b>	a Director	your Line Manager

**H) PERIOD OF WARNINGS**

- 1) Formal verbal warning

A formal verbal warning will normally be disregarded for disciplinary purposes after a three month period.

- 2) Written warning

A written warning will normally be disregarded for disciplinary purposes after a six month period.

- 3) Final written warning

A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.

**I) GENERAL NOTES**

- 1) If you are in a supervisory or Managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.
- 2) In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
- 3) Gross misconduct offences will result in dismissal without notice.
- 4) You have the right to appeal against any disciplinary action.

# Capability/Disciplinary Appeal Procedure

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- 1) You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.
- 2) If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment.
- 3) An appeal against a formal warning or dismissal should give details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances.
- 4) The appeal procedure will normally be conducted by a member of staff not previously connected with the process so that an independent decision into the severity and appropriateness of the action taken can be made.
- 5) If you are appealing on the grounds that you have not committed the offence then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.
- 6) You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice. The result of the appeal will be made known to you in writing, normally within five working days after the hearing.



# Grievance Procedure

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- 1) It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
- 2) Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.
- 3) You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.
- 4) If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Statement of Main Terms of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
- 5) If you wish to appeal you must inform a Director within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the Company will be represented by a more Senior Manager than attended the first meeting (unless the most Senior Manager attended that meeting).
- 6) Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

# Personal Harassment Policy and Procedure

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## A) INTRODUCTION

- 1) Harassment or victimisation on the grounds of the following protected characteristic: age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.
- 2) Personal harassment takes many forms but whatever form it takes, it is unlawful under the Equality Act 2010 and will not be tolerated.
- 3) This policy will be reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness.

## B) SCOPE

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all those who work for us. This includes employees, workers, agency workers, volunteers and contractors in all areas of our Company, including any overseas sites.

## C) DEFINITIONS

### Harassment

This is unwanted conduct related to a relevant protected characteristic that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

Unwanted conduct can include:

- a) spoken words
- b) banter
- c) written words
- d) posts or contact on social media
- e) imagery
- f) graffiti
- g) physical gestures
- h) facial expressions
- i) mimicry
- j) jokes or pranks
- k) acts affecting a person's surroundings
- l) aggression, and
- m) physical behaviour towards a person or their property.

### Sexual harassment

This is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

- a) sexual comments or jokes
- b) displaying sexually graphic pictures, posters or photos
- c) suggestive looks, staring or leering
- d) propositions and sexual advances
- e) making promises in return for sexual favours
- f) sexual gestures
- g) intrusive questions about a person's private or sex life or a person discussing their own sex life
- h) sexual posts or contact on social media

- i) spreading sexual rumours about a person
- j) sending sexually explicit emails or text messages, and
- k) unwelcome touching, hugging, massaging or kissing.

### **Less favourable treatment for rejecting or submitting to unwanted conduct**

This occurs when:

- a) someone is subjected to unwanted conduct:
  - i) of a sexual nature
  - ii) related to sex, or
  - iii) related to gender reassignment
- b) the unwanted conduct has the purpose or effect of:
  - i) violating their dignity, or
  - ii) creating an intimidating, hostile degrading, humiliating or offensive environment for them, and
- c) they are treated less favourably because they submitted to, or rejected the unwanted conduct.

### **D) CIRCUMSTANCES WHICH ARE COVERED**

- 1) This policy covers behaviour which occurs in the following situations:
  - a) a work situation
  - b) a situation occurring outside of the normal workplace or normal working hours which is related to work, for example, a working lunch or social event with colleagues;
  - c) outside of a work situation but against a colleague or other person connected to the Company, including on social media;
  - d) against anyone outside of a work situation where the incident is relevant to their suitability to carry out the role.

### **E) COMPLAINING ABOUT PERSONAL HARASSMENT**

#### **1) Informal complaint**

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the Line Manager who will be responsible for investigating the matter if it becomes a formal complaint.

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

#### **2) Formal complaint**

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of the Line Manager as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:

- a) the name of the alleged harasser;
- b) the nature of the alleged harassment;
- c) the dates and times when the alleged harassment occurred;
- d) the names of any witnesses; and
- e) any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation, which will normally be within ten working days of the meeting with you, the decision of the investigator, detailing the findings, will be sent in writing to you.

You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

## **F) DISCIPLINARY ACTION**

- 1) If the decision is that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
- 2) When deciding on the level of disciplinary sanction to be applied, we will take into consideration aggravating factors such as abuse of power over a more junior colleague.
- 3) If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if it is concluded that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

## **G) THIRD PARTY HARASSMENT**

- 1) Third party harassment occurs when one of our workforce is subjected to harassment by someone who is not part of our workforce but who is encountered in connection with work. This includes our customers, suppliers, members of the public. Third party harassment of our workforce will not be tolerated.

- 2) Should you be subjected to third party harassment, you are encouraged to report this as soon as possible to the Line Manager or the Operations Manager

Should a client or customer harass a member of our workforce, they will be warned that continued provision of our service to them will cease if they are to act in a similar way again. Should their behaviour recur, they will be informed that our service to them will cease. Any criminal acts will be reported to the police, and we will share information relating to the incident with our other branches to ensure that we maintain a consistent approach to the cessation of our services.

# Equality, Inclusion and Diversity Policy

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## **A) STATEMENT OF POLICY**

- 1) The terms equality, inclusion and diversity are at the heart of this policy. 'Equality' means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. 'Inclusion' means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. 'Diversity' means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our employees are valued and treated with dignity and respect. We want to encourage everyone in our business to reach their potential.
- 2) We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedure, we have made the decision to adopt a formal policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action up to and including dismissal.
- 3) The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.
- 4) We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.
- 5) The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
- 6) The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.
- 7) We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

## **B) RECRUITMENT AND SELECTION**

- 1) The recruitment and selection process is crucially important to any equality, inclusion and diversity policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
- 2) Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.
- 3) Job descriptions, where used, will be revised to ensure that they are in line with this policy. Job requirements will be reflected accurately in any personnel specifications.
- 4) We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
- 5) We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
- 6) All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.
- 7) All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.

- 8) Short listing and interviewing will be carried out by more than one person where possible.
- 9) Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
- 10) We will not disqualify any applicant because they are unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.
- 11) Selection decisions will not be influenced by any perceived prejudices of other staff.

### **C) TRAINING AND PROMOTION**

- 1) Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.
- 2) All promotion will be in line with this policy.

### **D) MONITORING**

- 1) We will maintain and review the employment records of all employees in order to monitor the progress of this policy.
- 2) Monitoring may involve:
  - a) the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;
  - b) the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and
  - c) recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.
- 3) The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

# Termination of Employment

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## **A) RESIGNATIONS**

All resignations must be supplied in writing, stating the reason for resigning your post.

## **B) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE**

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Statement of Main Terms of Employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

## **C) RETURN OF OUR PROPERTY**

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

## **D) GARDEN LEAVE**

If either you or the Company serves notice on the other to terminate your employment the Company may require you to take “garden leave” for all or part of the remaining period of your employment.

NB.

During any period of garden leave you will continue to receive your full salary and any other contractual benefits.



# ANNEX 1

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## PRIVACY NOTICE FOR EMPLOYEES

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In accordance with the General Data Protection Regulation (GDPR), we have implemented this privacy notice to inform you, our employees, of the types of data we process about you. We also include within this notice the reasons for processing your data, the lawful basis that permits us to process it, how long we keep your data for and your rights regarding your data.

This notice applies to current and former employees.

### A) DATA PROTECTION PRINCIPLES

Under GDPR, all personal data obtained and held by us must be processed according to a set of core principles. In accordance with these principles, we will ensure that:

- a) processing is fair, lawful and transparent
- b) data is collected for specific, explicit, and legitimate purposes
- c) data collected is adequate, relevant and limited to what is necessary for the purposes of processing
- d) data is kept accurate and up to date. Data which is found to be inaccurate will be rectified or erased without delay
- e) data is not kept for longer than is necessary for its given purpose
- f) data is processed in a manner that ensures appropriate security of personal data including protection against unauthorised or unlawful processing, accidental loss, destruction or damage by using appropriate technical or organisation measures
- g) we comply with the relevant GDPR procedures for international transferring of personal data

### B) TYPES OF DATA HELD

We keep several categories of personal data on our employees in order to carry out effective and efficient processes. We keep this data in a personnel file relating to each employee and we also hold the data within our computer systems, for example, our holiday booking system.

Specifically, we hold the following types of data, as appropriate to your status:

- a) personal details such as name, address, phone numbers
- b) name and contact details of your next of kin
- c) your photograph
- d) your gender, marital status, information of any disability you have or other medical information
- e) right to work documentation
- f) information on your race and religion for equality monitoring purposes
- g) information gathered via the recruitment process such as that entered into a CV or included in a CV cover letter
- h) references from former employers
- i) details on your education and employment history etc

- j) National Insurance numbers
- k) bank account details
- l) tax codes
- m) driving licence
- n) criminal convictions
- o) information relating to your employment with us, including:
  - i) job title and job descriptions
  - ii) your salary
  - iii) your wider terms and conditions of employment
  - iv) details of formal and informal proceedings involving you such as letters of concern, disciplinary and grievance proceedings, your annual leave records, appraisal and performance information
  - v) internal and external training modules undertaken
  - vi) information on time off from work including sickness absence, family related leave etc
- p) CCTV footage
- q) building access card records
- r) IT equipment use including telephones and internet access.

### **C) COLLECTING YOUR DATA**

You provide several pieces of data to us directly during the recruitment period and subsequently upon the start of your employment.

In some cases, we will collect data about you from third parties, such as employment agencies, former employers when gathering references or credit reference agencies.

Personal data is kept in files or within the Company's HR and IT systems.

### **D) LAWFUL BASIS FOR PROCESSING**

The law on data protection allows us to process your data for certain reasons only. In the main, we process your data in order to comply with a legal requirement or in order to effectively manage the employment contract we have with you, including ensuring you are paid correctly.

The information below categorises the types of data processing, appropriate to your status, we undertake and the lawful basis we rely on.

<b>Activity requiring your data</b>	<b>Lawful basis</b>
Carry out the employment contract that we have entered into with you e.g. using your name, contact details, education history, information on any disciplinary, grievance procedures involving you	Performance of the contract
Ensuring you are paid	Performance of the contract
Ensuring tax and National Insurance is paid	Legal obligation
Carrying out checks in relation to your right to work in the UK	Legal obligation
Making reasonable adjustments for disabled employees	Legal obligation
Making recruitment decisions in relation to both initial and subsequent employment e.g. promotion	Our legitimate interests
Making decisions about salary and other benefits	Our legitimate interests
Ensuring efficient administration of contractual benefits to you	Our legitimate interests
Effectively monitoring both your conduct, including timekeeping and attendance, and your performance and to undertake procedures where necessary	Our legitimate interests
Maintaining comprehensive up to date personnel records about you to ensure, amongst other things, effective correspondence can be achieved and appropriate contact points in the event of an emergency are maintained	Our legitimate interests
Implementing grievance procedures	Our legitimate interests
Assessing training needs	Our legitimate interests
Implementing an effective sickness absence management system including monitoring the amount of leave and subsequent actions to be taken including the making of reasonable adjustments	Our legitimate interests
Gaining expert medical opinion when making decisions about your fitness for work	Our legitimate interests
Managing statutory leave and pay systems such as maternity leave and pay etc	Our legitimate interests
Business planning and restructuring exercises	Our legitimate interests
Dealing with legal claims made against us	Our legitimate interests
Preventing fraud	Our legitimate interests
Ensuring our administrative and IT systems are secure and robust against unauthorised access	Our legitimate interests
Providing employment references to prospective employers, when our name has been put forward by the employee/ex-employee, to assist with their effective recruitment decisions	Legitimate interest of the prospective employer

## **E) SPECIAL CATEGORIES OF DATA**

Special categories of data are data relating to your:

- a) health
- b) sex life
- c) sexual orientation
- d) race
- e) ethnic origin
- f) political opinion
- g) religion
- h) trade union membership
- i) genetic and biometric data.

We carry out processing activities using special category data:

- a) for the purposes of equal opportunities monitoring
- b) in our sickness absence management procedures
- c) to determine reasonable adjustments

Most commonly, we will process special categories of data when the following applies:

- a) you have given explicit consent to the processing
- b) we must process the data in order to carry out our legal obligations
- c) we must process data for reasons of substantial public interest
- d) you have already made the data public.

## **F) FAILURE TO PROVIDE DATA**

Your failure to provide us with data may mean that we are unable to fulfil our requirements for entering into a contract of employment with you. This could include being unable to offer you employment, or administer contractual benefits.

## **G) CRIMINAL CONVICTION DATA**

We will only collect criminal conviction data where it is appropriate given the nature of your role and where the law permits us. This data will usually be collected at the recruitment stage, however, may also be collected during your employment. We use criminal conviction data to determine your suitability, or your continued suitability for the role. We rely on the lawful basis of our legitimate interests to process this data.

## **H) WHO WE SHARE YOUR DATA WITH**

Employees within our company who have responsibility for recruitment, administration of payment and contractual benefits and the carrying out performance related procedures will have access to your data which is relevant to their function. All employees with such responsibility have been trained in ensuring data is processing in line with GDPR.

Data is shared with third parties for the following reasons: Business Operations

We may also share your data with third parties as part of a Company sale or restructure, or for other reasons to comply with a legal obligation upon us. We have a data processing agreement in place with such third parties to ensure data is not compromised. Third parties must implement appropriate technical and organisational measures to ensure the security of your data.

We share your data with bodies outside of the European Economic Area. These countries are Pakistan and the reason for sharing with these countries is Business Operations. We have put the following measures in place to ensure that your data is transferred securely and that the bodies who receive the data that we have transferred process it in a way required by EU and UK data protection laws:

- Data is secured by password protected online portals.
- Data is stored in Lockable cabinets
- CCTV Surveillance.
- Is accessed by only the authorised and trained personal.

#### **I) PROTECTING YOUR DATA**

We are aware of the requirement to ensure your data is protected against accidental loss or disclosure, destruction and abuse. We have implemented processes to guard against such.

#### **J) RETENTION PERIODS**

We only keep your data for as long as we need it for, which will be at least for the duration of your employment with us though in some cases we will keep your data for a period after your employment has ended. Some data retention periods are set by the law. Our retention periods are: Retention periods can vary depending on why we need your data, as set out below:

(insert your retention periods)

#### **K) AUTOMATED DECISION MAKING**

Automated decision making means making decision about you using no human involvement e.g. using computerised filtering equipment. No decision will be made about you solely on the basis of automated decision making (where a decision is taken about you using an electronic system without human involvement) which has a significant impact on you.

#### **L) EMPLOYEE RIGHTS**

You have the following rights in relation to the personal data we hold on you:

- a) the right to be informed about the data we hold on you and what we do with it;
- b) the right of access to the data we hold on you. More information on this can be found in our separate policy on Subject Access Requests;
- c) the right for any inaccuracies in the data we hold on you, however they come to light, to be corrected. This is also known as ‘rectification’;
- d) the right to have data deleted in certain circumstances. This is also known as ‘erasure’;
- e) the right to restrict the processing of the data;
- f) the right to transfer the data we hold on you to another party. This is also known as ‘portability’;
- g) the right to object to the inclusion of any information;
- h) the right to regulate any automated decision-making and profiling of personal data.

More information can be found on each of these rights in our separate policy on employee rights under GDPR.

## **M) CONSENT**

Where you have provided consent to our use of your data, you also have the right to withdraw that consent at any time. This means that we will stop processing your data.

## **N) MAKING A COMPLAINT**

If you think your data rights have been breached, you are able to raise a complaint with the Information Commissioner (ICO). You can contact the ICO at Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF or by telephone on 0303 123 1113 (local rate) or 01625 545 745.

## **O) DATA PROTECTION COMPLIANCE**

Our Data Protection Officer is:

Hassan Javed  
02034326111