



Policies & Procedure Manual

Version 4 – September 2018

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INTRODUCTION

Welcome to eVolve your future,

The aim of our Policies and Procedure Manual is to provide you with a quick reference to the policies, procedures and working conditions that relate to your employment with us.

At eVolve your future we commit to encouraging a safe, supportive and productive work environment where cooperation is the norm and everyone is committed to maintaining the highest possible ethical standards, working together to support the aims and objectives of our Company.

Being an eVolve your future employee means that we all accept personal responsibility and are honest, diligent and ethical when carrying out our duties. We act professionally and conduct ourselves in a competent manner at all times, working as a team to ensure our work environment is built on trust, consistency, openness and honesty.

This Policies and Procedure Manual is non-contractual however, you are expected to familiarise yourself with its content to ensure that you understand and accept your personal obligations.

We reserve the right to withdraw, replace or amend this Handbook at any time and will make every effort to ensure that you are notified of these changes. Your contractual terms of engagement are as detailed in your contract of employment and these will apply in the event of any conflict.

If you have any questions that you would like to raise we are happy to assist.

In the meantime, we look forward to working with you and welcoming you to the team and hope that you enjoy a rewarding career with eVolve your future.

Code of Ethics, Quality and Feedback

Code of Ethics

We are committed to providing a high quality and efficient service to our customers and stakeholders.

We aim to:-

- Address the needs and requirements of all our customers and users through the provision of relevant, comprehensive and up-to-date information and advice to modern standards and to appropriate specifications;
- Determine customer/user needs and requirements through consultation and provide work of assured quality within the context of an agreed framework of standards against which it can be judged;
- Operate at all times to the highest professional standards; emphasise impartiality, confidentiality, reliability and promptness;
- Treat people at all times with courtesy and respect and in a professional manner.

These standards demonstrate our commitment to best practice procedures and will be continuously reviewed in line with government recommendations.

Quality

Our policy is one of total commitment to continuous quality improvement across the organisation with a focus on the following key objectives:-

- Offering an extensive product range focusing on customers and partner's needs;
- Constantly seeking to exceed our customers and partners expectations, using procedures and processes that are reliable, efficient and economical;
- Listening carefully to the requirements of our target audience;
- Communicating promptly and honestly with our customers and partners;
- Our employees and associates are encouraged to develop their knowledge and skills to deliver the best possible service at all times;
- Everyone takes responsibility for customer satisfaction and addressing any dissatisfaction with corrective and preventative action.

Our goal is to excel in all it we do by embracing the need for continuous improvement and innovation

Feedback

Our customer's feedback provides us with opportunities to learn and improve.

We value feedback and encourage our customers to make suggestions about how we can improve our products and services.

We hope there will be times when we exceed our customers' expectations and that they will want to share the positive experience they have had with us. We are always pleased to receive customer comments as it is important for us to know when we have done a good job, so that we can promote good practice throughout our organisation and give credit to our employees where credit is due.

Customers are encouraged to give us feedback please through the completion of a feedback card which is available from Reception, alternatively customers can email us at enquiries@evolveyourfuture.co.uk.

Equal Opportunities Policy

Purpose

Equal Opportunities

eVolve your future (referred to as 'us' and 'we') is an Equal Opportunities employer and as a Company we are aware of the benefits of working with a diverse team. We are committed to taking positive and proactive steps to ensure that we provide a working environment that is safe and free from discrimination in the workplace and to actively eliminate either direct or indirect discrimination (in-line with the Equality Act 2010) on the grounds of; age, disability, gender identity and gender reassignment, marriage or civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation; in decision making, employment practices and service provisions, to ensure that we strive to achieve equality and opportunity for everyone.

We are committed to providing a working environment where everyone is treated fairly, with dignity and respect and are recognised for their contribution to business success. This is a key employment principle within our Company that all employees are expected to support to ensure:-

- Prevention of unlawful discrimination on the grounds of bias with reference to the groups referred to above;
- All employees are advised and encouraged to actively support a culture and environment which welcomes the promotion of equal opportunities and diversity;
- That the composition of our workforce reflects that of the wider community.

Diversity

We aim to provide a work environment that promotes and reflects cultural and social diversity and is equally accessible to all. We will endeavour to challenge any offensive behaviour, language or attitudes with regards to; age, disability, gender identity and gender reassignment, marriage or civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation. We will embrace and emphasise the positive benefits of diversity.

Inclusion

We will be proactive in taking action to remove barriers to participation for our employees, customers and visitors, eliminating discrimination and promoting equality. Embracing equality, diversity and inclusivity gives us a wider range of experience and ideas and enables our employees and customers to maximise their own potential.

We will facilitate regular opportunities for consultation with customers and relevant external bodies about the products and services we provide, as a means of monitoring the effectiveness of our Equal Opportunities policy.

Who is included in this Policy?

This policy is applicable to all permanent and fixed-employees who work for us.

Any instance where we consider that an employee, potential candidate, customer or visitor has been subjected to any form of discrimination, intimidation, bullying or harassment will be investigated and necessary action taken.

Any employee who considers they have been subjected to discrimination, intimidation, bullying or harassment should report this immediately to their Line Manager and the matter will be dealt with in-line with the Company Grievance Policy.

Our Environment

We aim to provide an environment that promotes and reflects cultural and social diversity, that is equally accessible to all and that the effectiveness of this policy is regularly monitored to realise our objective of creating an environment free from discrimination and welcoming to all, we will:-

- Treat all employees and customers with equal concern and value;
- Ensure that our products and services are open and available to all customers in the local community;
- Ensure that issues of race, ethnicity, nationality, class, religion, belief, culture, gender, language and disability do not inhibit our employees or customers from accessing our products and services;
- Encourage and support employees to act as positive role models to customers by displaying and promoting tolerant and respectful behaviour, language and attitudes and challenging any incident, according to the provisions set out in the Disciplinary, Safeguarding and Bullying and Harassment policies.
- Ensure we are aware that employees and customers may have special needs and that we are proactive in ensuring that appropriate action is taken when this is identified;
- Ensure that all employees and/or customers, including those with learning difficulties and disabilities, are be included and supported – with reasonable adjustments made for them, as necessary;
- Have regard for promoting understanding, respect and awareness of diversity, inclusion and equal opportunities issues in planning and implementing our Company's activities and strategy;
- Ensure that our equipment such as books, posters and displays reflect a variety of cultures and that information (written and spoken) is clearly communicated in as many languages as necessary;
- Bilingual/multilingual employees and customers are an asset and they will be valued and their languages recognised and respected by all involved with our Company.

Our Commitment

All Line Managers will be responsible for ensuring that the Equal Opportunities Policy is implemented and its effectiveness is regularly monitored. They are also responsible for ensuring that:-

- Our employees receive appropriate training;
- This policy remains consistent with current legislation and guidance;
- That everyone understands their responsibilities under this policy;
- Appropriate action is taken wherever issues relating to behaviour, language or attitudes become apparent.

Recruitment and Selection

Advertising Vacancies

Where vacancies are advertised either; externally or internally, great care will be taken to ensure that the advertisements do not directly or indirectly discriminate against the groups outlined previously.

Where appropriate, we will actively work with recognised bodies to promote and reflect our support of equal opportunities. These could include for example: - local colleges, career offices or support groups.

Job Descriptions

During the recruitment process we will produce clear job descriptions, accurately reflecting the tasks involved in the role and not apply criteria that may adversely affect a particular group of people and unreasonably prevent them from applying for the role.

We will ensure that any experience or qualifications listed on the job description does not indirectly or directly discriminate against candidates in the areas defined above.

Due consideration will also be given the opportunity for flexible or part-time hours for all job roles, taking into account business and operational requirements.

Assessment and Selection

We will endeavour to appoint the best person for the job and all candidates will be treated fairly.

All Line Managers involved in the selection process will ensure that candidates are not asked either direct or indirect discriminatory questions. Candidates applying for the same post will be asked the same questions, although allowances may be made when assessing particular skills relating to the individuals past experience.

Interviewers will avoid questions relating to personal circumstances, unless clarification is requested by the candidate.

Notes will be taken at all interviews to ensure records are maintained to validate our legal obligations.

Promotion, Career Progression and Development Opportunities

All decisions will be solely based on skills and abilities and this will be monitored to ensure that all employees are treated with fairness and equity.

Redundancy Selection

We will not discriminate against any employee when selecting candidates for potential redundancy. The selection criteria will be continuously monitored to ensure that no one group is disadvantaged by the criteria set.

Disability Discrimination Act Policy (DDA)

Employees who are disabled or who become disabled in the course of their employment should inform us of any reasonable adjustments to their employment or working conditions which they consider to be necessary, or which they consider would assist them in the performance of their duties.

For the purposes of this policy, disability is understood in the broadest sense and in addition to mobility and sensory impairments, includes mental health problems, specific learning difficulties and medical conditions which may have an impact on day-to-day activities.

The aim of this policy is to ensure that disabled employees:-

- Have access to the appropriate support;
- Their views are taken into account at all times when their requirements are being assessed;
- We take steps to enable employees who become disabled during their time with the Company to continue in employment;
- So far as is reasonably practicable, the Company's premises is made accessible and safe for everyone;
- Where general employee meetings are held, these will always be held in accessible venues with facilities for those with disabilities e.g. visual and hearing impairments;
- Procedures and practices are in place to ensure that everyone is treated fairly and that we make reasonable adjustments to support them in their working and learning environment;
- We seek to retain employees who become disabled during their employment.

Recruitment

No applicant will be refused employment on the grounds of disability alone. Full and fair consideration will be given to every internal or external application received and includes applications made by existing employees looking for a job role change or promotion. All candidates will be assessed on their skills, qualifications and experience against the objective criteria for the job role.

Where a particular candidate and/or employee requires additional support settling into their working environment, particular consideration will be given to adaptations (e.g. provision of equipment, modification of the working environment or to the type of work undertaken) which may be necessary to enable the new employee to work on equal terms with their colleagues.

Every opportunity will be provided for full consideration of the specific support or facilities required for disabled applicants and all reasonable adjustments will be made. We will liaise with appropriate governing bodies and representative agencies to assess any special requirements and where reasonably practicable, such adjustments will be made. There may, however, be circumstances where it may not be reasonably practicable for us to accommodate such requests and where less favourable treatment may be justified in accordance with statutory provisions.

Where a disability is not obvious, the employee will be asked if they wish their work colleagues to be informed of their disability and we will respect their wishes in this regard. In certain cases, it may be appropriate for some work colleagues to be made aware of (including training) their condition in order to be able to respond appropriately in cases of emergency.

Part-time Employees

Part-time employees will not be excluded from any training or development opportunities on the basis of their part-time status. Where possible, we will attempt to arrange training to accommodate the hours of the part-time employee.

Our aim is to be certain that all employees whether full-time or part-time are treated equally with regard to both training and promotional opportunities.

Equal Pay

We will ensure that a consistent approach is taken when applying salary and benefit levels to all employees. Rates for any role will be applied based solely on the job itself, regardless of age, disability, gender identity and gender reassignment, marriage or civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

Age Discrimination

We actively support the view that there is value in having differing age ranges within our Company.

All applications for roles will be considered regardless of age and age will not be a selection criteria applied to redundancy situations.

All employees have personal responsibility for the practical application of this Policy, which applies to the treatment of customers, suppliers, general public and other workers.

Where customers or clients have specific needs we will, wherever practicable and reasonable, seek ways in which to accommodate these needs.

These are the key points of the policy and any breach may lead to disciplinary action being taken up to and including dismissal.

Dealing with concerns during recruitment

Should any concerns arise during the recruitment process initial concerns should be raised with Kay Brockall Managing Director 07979852341 kay@evolveyourfuture.co.uk

Development and Training

Purpose

We recognise the important link between developing your skills and potential so that we can continuously develop the capabilities and competencies of our Company as a whole and to providing information such as:-

- The essentials: our work environment, personal and contact information;
- Introducing you to your new colleagues;
- Information about our Company and its structure;
- Information on our policies, procedures, processes and practices.

Aims

We are committed to your continuous development, to enable you to perform your role effectively and be able to contribute to our success. We believe in the value of supporting you to help you achieve your potential both in terms of personal and career development.

- Development needs to be identified at an organisational and individual level and needs to be aligned (wherever possible) to help achieve our Company's goals;
- Individual development needs are identified and reviewed using our annual appraisal process and/or when an employee changes their job role;
- Wherever possible learning and development needs are met using formal training courses (internal and external), on the job development/coaching, workshops and self-development;
- All courses and development activities are evaluated for their effectiveness in meeting the agreed objectives;
- You will have an induction delivered by your Line Manager with additional and on-going support and guidance provided by other team members;
- You will have access to internal expertise and resources to support you in your job role and meet personal and career development objectives.

Responsibility

Line Manager

- Ensures that team members reporting to them have been inducted;
- Ensures that each team member understands their own role and responsibilities, including performance expectations and has the required knowledge, skills and competencies required to perform their job role;
- Identifies and reviews development needs on a regular basis, including when there is a change in job role;
- Jointly agrees with the team member development actions and activities as part of the appraisal process.

Employees

- To perform your job role to the best of your ability at all times;
- To take every opportunity to enhance and develop your knowledge, skills and competencies to enable you to perform effectively and positively contribute to the Company' success;
- To jointly agree with your Line Manager development actions and activities as part of the appraisal process.

Training will be provided to develop your skills, enable you to perform your duties and any additional duties we may reasonably require or invite you to undertake, whether by way of improvements to productivity, promotion or otherwise. Your attendance is expected at these events and reasonable notice will be provided to you.

Paid leave will be granted for training and development purposes, subject to written approval and a signed Training Authorisation Form.

In the main, paid leave will be approved for statutory training, essential to comply with legal requirements.

For desirable or non-essential training i.e. to enhance your role or for personal development, your request will be considered and you may be required to contribute to all or some of the costs towards this training. This will be subject to written approval and a signed Training Authorisation Form.

In the event that you leave employment (for any reason) following completion of your course(s) and/or training(s) you will be required to repay the cost of these as follows:-

- | | |
|--|--------------|
| • Leaving employment within 19-24 months of training | 25% of cost |
| • Leaving employment within 13-18 months of training | 50% of cost |
| • Leaving within 7-12 months of training | 75% of cost |
| • Leaving within 0-6 months of training | 100% of cost |

We reserve the right in these circumstances to deduct any monies owing to us in relation to training and/or course fee's from your final salary. If the final salary payment is not sufficient to meet this amount, you will be required to repay the outstanding balance within one month of the date of termination of employment.

Appraisals

It is our practice to monitor performance on an on-going basis, in the belief that minor issues can be identified at a very early stage and rectified either by offering training, coaching or support. In this way we feel we can create a positive approach to addressing issues and improve performance.

In addition to the informal reviews with your Line Manager, for dealing with day-to-day activities, we also have a structured appraisal system.

Appraisals are usually carried out annually and aim to:-

- Review your past period's performance in achieving your objectives;
- Acknowledging and celebrating successes and a job well done;

- Discussing any performance issues;
- Identifying areas requiring improvement or development and agreeing plans to support the improvement;
- Agreeing objectives for the following period;
- Identify and discussing any training and development requirements to support these objectives.

This is a two way process and provides an opportunity for you to explore and suggest development requirements, as well as providing feedback to your Line Manager.

The Appraisal Form facilitates the appraisal meeting and any development actions will be documented in the action plan and timescales agreed.

In the unfortunate event that performance may not be reaching the required standards, this will be addressed in the first instance by offering support, training and coaching. Where this informal approach is unsuccessful in improving performance, it may be necessary to address this matter through the Capability and/or Disciplinary Procedure.

Observation Process

All employees engaged in face-to-face delivery of training and advising customers will be observed.

If you are a new employee this will be undertaken within the first 6 weeks of your employment and annually thereafter.

If you are in need of additional support or training, observations will be undertaken on a monthly basis, until we are satisfied that you are delivering consistently and to the required standard.

A timetable of observations is detailed on the Adviser sampling planner in the office. The frequency of observations will vary from employee-to-employee dependent upon individual development needs and you will be provided with an advanced the date for your observation. These observations are separate from any observations that may be conducted by external parties.

All observations will be recorded on the Observation Checklist, which has been matrixed against the (ALI) common inspection framework. The form includes action for improvement and development. Grading will be on the basis of a four point scale, aligned to ALI inspections.

Feedback will be provided at a time agree with you and will cover areas defined as strengths and those for development. Evidence will be provided to support all findings and you will be given a grade and an opportunity to comment on the form. Any changes to your training plan will be discussed with you, as well as longer-term training and development, which will be included and incorporated into your annual appraisal.

All observations will be carried out by suitably qualified and experienced assessors (the exception being where the assessor has several years' experience of quality management) who will be trained to ensure the right processes and procedures are used and applied.

Code of Conduct Policy

Purpose

The aim of our Code of Conduct Policy is to ensure we maintain a safe, supportive and productive working environment at all times, where everyone cooperates and is committed to maintaining the highest possible ethical standards.

Personal Conduct

- You are expected to be diligent, honest and ethical when carrying out your duties and during working hours devote the whole of your time, attention and abilities to them;
- You are expected to act professionally when dealing with colleagues, customers, visitors and suppliers;
- You are expected to conduct yourself in a professional and competent manner, demonstrating a willing co-operation with others and follow reasonable requests from any member of the management team;
- You are expected to conduct your personal and professional life in a way that does not adversely risk affecting the Company's standing or reputation or draw unwanted publicity. This includes being outside the workplace during working hours, or where you are attending a function organised and arranged by us;
- You are not expected to make unauthorised orders for personal goods or services. This includes via e-mail, as these are legally binding contracts and in the event that you default on your part the Company may be liable;
- We expect you to work in-line with the terms of your employment contract i.e. honour your contractual start and finish times, obtain authorisation where required etc.,
- You are expected to comply with all Health and Safety requirements, including the use of relevant standards, instructions and processes. Our commitment is to provide a safe and productive working environment and to promote the health, safety and well-being of all our employees. Equally you are also required to take reasonable care of yourself and others who could be affected by what you do at work;
- You also have a responsibility to ensure that all work related journeys are safe and you must not drive for work if your ability to do so safely is affected by alcohol, drugs or medicines. Failure to do so is taken very seriously and may result in disciplinary action.

Workplace Violence

We have a legal duty to ensure the health, safety and welfare of all of our employees and will take appropriate measures to prevent, or reduce the risks, by protecting our employees from exposure to reasonably foreseeable violence in the work environment – both physical attacks and verbal abuse.

Violence or abuse of any kind is strictly forbidden whether you are on our, a customer or any other premises where you are conducting your duties as a representative of our Company. This includes being outside the workplace during working hours, or where you are attending an event organised or arranged by us.

We classify 'workplace violence' as any action, incident or behaviour that is not deemed to be reasonable, conduct where an individual is assaulted, threatened, harmed, injured in the course of, or as a direct result of their work. This includes any kind of abusive or aggressive behaviour that has the potential to inflict physical or psychological harm to the victim.

We place a high value on creating a safe and positive working environment and take a 'zero tolerance' view towards any form of violence, aggression and/or abuse towards colleagues, customers, visitors and suppliers.

Occupational Health and Safety

Health and Safety

We are committed to providing a safe and healthy work environment, therefore for good safety management it is essential that you work in partnership with us and comply with all health and safety requirements, including the use of relevant standards, instructions and processes.

All new employees upon joining the Company will receive a full Health and Safety briefing, including risk assessment, as part of their induction training and are expected to adhere to the general health and safety rules and procedures. Customers will be made aware of Health and Safety policies that affect them whilst they attend our sites.

The Health and Safety at Work Act requires us to ensure the health, safety and welfare at work of our employees as far as is reasonably practicable. We comply with this provision by:-

- Ensuring systems of work are adequately maintained;
- The safe use, handling, storage and transport of articles and substances;
- Provision of necessary information and instruction(s);
- A safe working environment, with adequate and suitable welfare facilities.

Responsibility

As an employee under the Health and Safety at Work Act it is also your duty to take reasonable care for the health and safety of yourself and others for example:-

- Taking reasonable care of your own health and safety;
- Taking reasonable care not to put others at risk by what you do, or do not do, in the course of your work;
- Not interfering with, or misusing anything, that has been provided for your health, safety or welfare;
- Advising your Line Manager if something happens that might affect your ability to work safely;
- Report any hazards and defects observed in the workplace immediately to your Line Manager;

- The reporting of all accidents and near misses (*an unplanned, unforeseen event which could have but in a particular instance did not lead to injury or ill-health of anyone and/or damage to property or equipment*) immediately to your Line Manager;
- If you are responsible for arranging for any work to take place in our premises, you must notify your Line Manager to ensure that the appropriate health and safety procedures are followed;
- You should adhere to the advertised speed limit when driving around our premises. Parking in marked parking spaces only, as parking in any other area will obstruct movement around the premises for your colleagues and any emergency services vehicles should they need to attend;
- You must not plug in any personal electrical equipment. If you need to use personal electrical equipment please discuss this with your Line Manager in the first instance;
- If you undertake work at any third party premises it is your responsibility to make yourself aware of the emergency procedures. Ask your host to provide this information and ensure you are aware of the route to follow to evacuate the building. Please note, in the EU emergency exits are always indicated by white and green signage.

WorkStation Assessment

If you use a computer as part of your day-to-day tasks, you will be asked to undertake a workstation assessment. The purpose of this assessment is to identify any issues such as poor posture which can lead to workstation related injuries such as Repetitive Strain Injury (RSI), eyestrain, back ache or headaches etc.

If you are a laptop user we can provide a laptop stand which raises the screen to a comfortable height.

We all tend to change our posture to accommodate the environment we are in – for example if your screen is too low you will find you slouch forward or downwards; if your chair is too low you may put your feet on the legs of the chair to take the pressure off the underside of your knees. By being aware of your posture and of the small changes you make you can ensure you are not exposing yourself to long-term workstation related injuries.

Take time to read through the following as you sit at your workstation and make necessary adjustments as required:-

Seating Position

- The height of your chair should be adjusted so that both feet are firmly flat on the ground taking the weight of your legs;
- There should be no pressure on the underside of your knees and there should be a small gap between the back of your calf/knee and the chair;
- Your back should be supported by the back of the chair and you should be sitting upright. Backrests should fit comfortably into and support the lower curve of the back;
- You should be able to rest your arms on the desk so your elbows are at right angles, if you cannot reach the desk then you should raise your chair to the correct height and use a footstool so that your feet are flat on it.

Use of the Screen

- ☑ If you use the screen regularly, adjust your body so that you and the keyboard are directly in front of and square on to the screen;
- ☑ When you are looking straight ahead the top edge of the screen image should be at eye level and the screen should be angled 30 degrees upwards. This allows the muscles in your neck to relax slightly.

Use of the Mouse and Keyboard

- ☑ Remember to keep your hands and wrists in line with your forearm, when using your mouse instead of moving just your hand, try to keep your wrist and arm in line and move your whole arm. This will prevent pressure on the tendons in your wrist which are vulnerable to carpal tunnel syndrome;
- ☑ Ensure your mouse and keyboard are close to you to prevent over-reaching. If your mouse is too far away you may find the top of your right (or left if you are left handed) shoulder will ache from constantly reaching for the mouse.

Organising your Workload

- ☑ Organise your work so that you have a mix of screen based and non-screen based work, this will prevent your muscles becoming stiff and rigid;
- ☑ Vision breaks and eye exercises are important, eye exercise routines include blinking, stretching and focussing your eyes on distant objects.

If you experience any problems at all with your work station, or experience any discomfort it is your responsibility to report it to your Line Manager.

Fire

Only tackle a fire if you can do so safely and are a competent and trained person. Remember that personal safety comes first and must be placed above all material risks.

Fires are only to be tackled with fire extinguishers if the fire is small enough for you to take under control easily and safely. If the fire is in the office, the doors must be closed to contain it.

The Fire Brigade should be called using the nearest phone and dialling 999, our office addresses are:-

Rushden	Corby	Kettering
eVolve your future Ltd Coffee Tavern Court 4A Alfred Street Rushden Northants NN10 9YS	eVolve your future Ltd (The Old TA Building) Elizabeth Street Corby Northants NN17 1PN	eVolve your future Ltd Chesham House Lower Street Kettering Northants NN16 8BH

You must ensure you familiarise yourself with your nearest fire escape route(s), these will be indicated by green and white signage. If you discover a fire you should:-

- Immediately** operate the nearest Break Glass fire alarm call point;
- Evacuate** the building by your nearest fire exit;
- Proceed** to your designated Fire Assembly Point and await further instruction.

- Do not stop to collect personal belongings;
- Do not re-enter the building;
- Do not use any lifts.

Fire Equipment

Do not use any fire equipment unless you have been properly trained.

If the fire alarm continues to ring after the test, or if you hear the Fire Alarm at any other time, consider it a real emergency and leave the building and proceed to your designated Fire Assembly Point.

You and all employees are required to:-

- Keep your place of work neat and tidy at all times and free from potential hazards e.g. materials left untidy, trailing extension cables, drawers left open etc...
- Ensure that the storage of items above ground level are safely situated as not to represent a hazard to others;
- Maintain passages, gangways and exits, ensuring that they are clear of obstructions at all times;
- Ensure exits and routes both inside and out remain clear at all times;
- Empty bins of rubbish when they are full;
- Ensure all outside doors, windows are secured;
- Report any hazards (including near misses) immediately;
- Ensure heaters are correctly positioned;
- Ensure files, paperwork are not located too close to heaters;
- Ensure there is no obstruction to the ventilation of heaters, machinery, electrical appliances, office equipment etc.,
- Report any electrical appliances where you observe wear and tear;
- Ensure electrical appliances are not left switched on, or on when not in use at the close of business daily (unless it is designed to be permanently connected).

First Aid

First Aiders are on-site and you will be advised of the name and location of your designated First Aider(s).

First Aid Equipment can be found at:-

- **Rushden:** Located in the main office;
- **Corby:** xx
- **Kettering:** xx

The First Aid box will be checked every three months by the First Aiders and stocks replenished as required.

As a minimum, the First Aid box will be equipped with:-

- Plasters
- Lint
- Bandages
- Safety pins
- Latex gloves
- Mouth protector

Reporting Accidents and Injuries at Work

Any accident or injury in the office (employees and/or customers), which includes whilst while you are carrying out your duties in another office location, must be recorded in the Accident Record Book.

The Accident Record Book will be held [location].

Manual Handling

Always make full and proper use of any handling aids and personal protective equipment provided. If for any reason you have to move any bulky items, there are six pointers to safe lifting which you should follow:-

- FEET: Face the direction of travel with your leading foot at the side of the load, rear foot behind the load and a firm, balanced stance;
- BACK AND LEGS: Keep your back straight, shoulders level, in line with and facing in the same direction as your pelvis. Bend with your legs – not your trunk;
- GRIP: Always grasp firmly using the palms of your hands, roots of your fingers and thumbs;
- ARMS: Should be kept close to your body, minimising the work required of your shoulders, upper back muscles and chest;
- CHIN: Look straight ahead with your chin tucked in. This helps to keep your back straight and reduces the stress on your spine;
- BODYWEIGHT: Always use your body weight to the best advantage to initiate load movement and then lift using your leg muscles.

Computer equipment must not be moved without the authorisation of a Director.

Risk Assessments and Audits

An assessment of the Company's main working environment will be conducted annually.

Offsite locations will be assessed by the person responsible for training delivery before the session has commenced. The assessment will cover:-

- Computer positioning (in relation to the individual using it)
- Seating
- Wiring
- Obstacles
- Fire Exits
- Lighting
- Electrical equipment functionality, including in the kitchen
- Identification of potential hazards

Any reported persistent complaints by employees or customers, e.g. headaches, back pain etc., will be investigated and appropriate action will be taken, if the cause is considered to be related to office equipment.

A detailed assessment report will be completed, approved by [name] and reported to a Director who will be responsible for filing information for each delivery location on an annual basis.

Lone Working

This section is designed to provide safety guidance for occasions where you may be working alone. Whilst there is no general prohibition on working alone, the general provisions of the Health and Safety at Work Act 1974 places responsibilities on us to make necessary provisions for certain work activities to be undertaken safely by more than one person or by making alternative arrangements for the provision of help or back up, for example:-

- Entry into confined spaces;
- Certain ladder work;
- Certain use of dangerous machinery;
- Diving operations;
- Certain work with hazardous chemicals.

Management Action

In our work environment from time-to-time you may be required to work alone, therefore we have a responsibility to identify any hazards that may be present. Any risks or hazards identified will be subjected to a Risk Assessment, following which necessary arrangements will be made or actions taken to ensure these risks are either; eliminated, mitigated or adequately controlled. Where it is envisaged there may be substantial risks to health and safety, identified hazards and risks will be assessed and the process documented.

Hazard Identification and Assessment

If you are working alone you should not be exposed to any more risks than others working together, therefore we will take into account precautions in regard to existing working conditions and foreseeable emergency situations, for example:-

- Accident
- Assault
- Equipment Failure
- Fire
- Illness

An assessment will identify all situations where employees are working alone and will cover the following:-

- Ensuring the workplace does not present a special risk to the lone worker;
- Access and exit can be undertaken safely;
- Temporary access equipment can be operated safely and presents no additional risks;
- All equipment or substances can be safely used by one person;
- That there is no risk of violence;

Once an assessment has been conducted, any areas identified as a concern will be further assessed to take into account:-

- The health of the lone worker e.g. if they have any pre-advised medical conditions which would put them at risk if working alone;
- The extent of supervision necessary to take into account the level of employee competence required for the activities they will be engaged in, to establish if there may be any associated risks;
- Any training required to take into consideration limited supervision;
- Line Managers are required to ensure that lone working team members fully understand any risks presented by lone working activities and are conversant with preventative and protective measures, to ensure they do not engage in any work activities which have not been approved or are unsuitable for lone working;
- Arrangements for dealing with any workplace emergencies for example as a minimum: fire and first aid procedures, means of raising the alarm, access to a telephone etc.,
- Recording employees movements to ensure that the Company is kept apprised of their whereabouts and safety.

Eye Tests

All permanent and fixed-term employees using display screen equipment (DSE) are entitled to eyesight tests and we will reimburse you for the cost of one eye test each year, where the eye test identifies that these are required specifically for DSE use.

All tests are to be carried out by a suitably registered Optician, or medical practitioner qualified in optical work. You must pay the Optician carrying out the test and claim for reimbursement towards the costs incurred through the normal expenses procedure.

Drugs and Alcohol

Inappropriate use of alcohol or (non-prescribed) drugs can damage your health and well-being and have far reaching effects on your personal and working life. At work alcohol or drug misuse can result in reduced levels of attendance and increased health and safety risks.

As well as causing ill health, the inappropriate use of (non-prescribed) drugs and/or alcohol can result in sub-standard work performance, impair judgement and affect our own health and safety, including that of others around us. Irresponsible behaviour, or the commission of offences resulting from the misuse of (non-prescribed) drugs and/or alcohol, may also damage our reputation and as a result, our business.

Therefore attendance at work when under the influence of (non-prescribed) drugs and/or alcohol is strictly prohibited and may result in disciplinary action being taken up to and including dismissal.

You must not possess, use, or distribute illegal drugs or other substances whilst at work or bring any non-prescribed drug(s) or alcoholic beverages onto either our premises, or the premises of any of our customers, suppliers, or other business contacts.

The possession, use, distribution, purchase, sale or being under the influence of alcohol (except on authorised occasions) or any controlled drugs whilst at work, on our premises, or

the premises of any of our suppliers, clients or other business contacts in the course of your duties, is strictly forbidden and may be viewed as gross misconduct.

It is important you understand the implications of us not tackling drug and/or alcohol misuse, particularly where safety is involved. For instance, the possession of some drugs is illegal therefore we would be breaking the law if we knowingly allowed drug-related activities in our workplace and failed to act in a proper and positive manner. Therefore, if this activity is discovered or suspected we will inform the appropriate authorities who may then initiate legal proceedings.

We view drug and alcohol dependency as a health problem that requires specialist treatment and our intention is to support rather than treat this as a disciplinary matter. However, we reserve the right to take disciplinary action to deal with the problem where this is appropriate.

Smoking

As a responsible employer, we acknowledge the right of our employees to work in a smoke free environment and our duty to protect, so far as reasonably practicable the health, safety and welfare of our employees, customers and visitors, which includes exposure to second-hand smoke.

If you wish to smoke you must do so away from our offices, in designated areas and dispose of any rubbish in a responsible manner.

You are expected to inform all customers and visitors to abide by our smoke free policy, however you are not expected to enter into any confrontation that may put your personal safety at risk, in this instance you should report the situation to your Line Manager immediately.

Cigarettes, e-cigarettes, smoking or 'vaping' is not permitted anywhere on the premises. This rule applies equally to employees and any other customers and visitors on the premises and includes trips taken off premises.

Dress Code

It is expected that your appearance, personal hygiene and dress will be in keeping with portraying a good image of our Company, therefore we would ask you to dress in a manner that is commensurate with your job role.

No dress code can cover all contingencies, so common sense should apply to the choice of appropriate clothing. If you experience uncertainty please refer to your Line Manager for advice.

Our Work Environment

Clear Desk Policy

With the implementation of a clear desk policy we aim to achieve the following objectives:-

Improve Cleanliness of the Company: When desks are clean and all areas of the Company are free from paper and clutter, the office looks clean and efficient. People feel more comfortable in a well-organised environment and customers and visitors will have a good impression of our Company.

Improve Protection of Confidential and Private Data: A lot of our information and documentation is confidential and needs to be protected from un-authorised access by internal or external parties. The application of a clear desk policy reduces this risk.

Improve our Productivity: We strongly believe that a clear desk policy increases productivity as less time is spent searching for items and information – helping us to focus and keep a clear mind.

Enables the use of Hot Desks: Our clear desk policy allows us to share desks amongst work colleagues. This reduces infrastructure costs and increases flexibility to change desks and locations, depending on projects or schedules.

In order to practice a clear desk policy we encourage you to follow these three basic rules:-

- **When you are at your desk:**
Only keep items on your desk which you need for the day. After you have planned your day we recommend you only have relevant documents related to that days' work on your desk. All other documents should remain in the cabinets provided.
- **When you temporarily leave your desk:**
You will have occasion to leave your desk during the day e.g. to attend meetings, take breaks etc., in these instances you should check if there is any sensitive or confidential information on your desk and if so, lock it away in a secure cabinet, as necessary. For security reasons you should also switch on your computer's password and protected screen saver.
- **When you leave your desk:**
When you leave your desk at the end of the working day it should be free from documents, these must be stored in locked cabinets, so that un-authorised personnel cannot gain access.

Photocopier

The office photocopier is for business use only. Should there be a problem with the photocopier and you do not know how to rectify it you should inform your Line Manager. Should the photocopier indicate that it is miss-feeding, you should check that there is sufficient paper in the photocopier in the first instance.

Post

If you have anything that needs to be posted you must be enter it into the post book and then postage will be issued. Postage of personal mail is prohibited.

Conflicts of Interest

A conflict of interest can arise where your outside activities interfere with your work, or if your outside activities are viewed by others as affecting the Company's reputation and/or integrity.

In a situation where you have a duty to more than one person, or organisation, there is the potential for this to interfere with your loyalty and commitment towards the Company. This does not mean that every outside activity is to be considered a potential conflict of interest, there will be many activities that have no bearing on your work or others, therefore provided they are declared in advance, and it may be possible to avoid conflicts of interest.

To assist you in making this decision and ensure you do not jeopardise your employment, you should refer to your Line Manager to discuss the matter in the first instance.

Expenses, Gifts, Entertainment, Hospitality and Favours Policy

You must comply with this policy and ensure that you only claim expenses that are reasonable and have been necessarily incurred in the course of your work.

Expenses – General

We will reimburse you for all business expenses if they are proper and reasonable and you claim them in accordance with our expenses policy (this section). You may be expected to entertain guests on behalf of the Company and in doing so such expenditure may be reclaimed provided it is reasonable and proportionate.

Expenses should be claimed using the relevant expenses claim form and you will be required to specify the names of the attendee's, the organisation they represent and the purpose of the meeting. All claims must be approved by a Director and supported by a VAT receipt. Not producing a receipt, or any other evidence, will only be accepted where they are genuinely not obtainable, otherwise failure to provide evidence will lead to non-payment of the expenditure.

Deliberate falsification of expense(s) claims is an example of gross misconduct and may lead to dismissal.

Expenses – Telephone

We will not pay for any proportion of home telephone rental costs, however business calls made from a home telephone, or a personal mobile phone, may be claimed through expenses if supported by an itemised bill and agreed in advance with a Director.

Expenses – Taxis

A claim for taxi travel will only be considered where public transport is either inadequate or inappropriate, or in a genuine emergency, the prior approval of a Director is required.

Expenses - Car Parking, Toll Charges and Congestion Charges

Parking costs, toll charges and congestion charges incurred on Company business will be reimbursed through Company expenses.

Toll charges and congestion charges between home and your normal place of work will not be reimbursed.

Expenses - Traffic Offences

You are personally liable for the payment of any fines relating to traffic offences such as speeding or parking fines, including clamping charges.

Expenses – Hotel Accommodation UK

Only hotels offering the lowest cost/most beneficial rate should be booked. Costs relating to bed and breakfast should be included in the booking cost.

Other than in an emergency, accommodation should be booked in advance, with the prior approval of a Director.

Where during the course of your duties you are required to stay overnight in a hotel, you may claim the cost of an evening meal up to a maximum of £25.00 (£35.00 in Central London) per night. Any additional expenditure over these limits will not be met by the Company and must be paid for by you upon departure. If you choose not to eat at the hotel, you may claim the actual cost of the meal (subject to the maximums above) via expenses and upon provision of a receipt. Any other expenses incurred must be settled directly with the hotel and will not be reimbursed.

Where participation in loyalty schemes does not result in additional cost you may retain the benefits.

Expenses – Hotel Accommodation Overseas

Overseas accommodation should only be booked with the prior approval of a Director.

Expenses – Meals

You are expected to meet the costs of providing meals for yourself during the course of your normal working day, including when you are working at locations other than your normal place of work.

Gifts, Entertainment, Hospitality and Favours

No matter how well-meaning or well-intentioned a gift or offer of entertainment is, it has the potential to create an appearance of improper influence.

Our policy requires you to demonstrate the highest standards of ethics and conduct in your relationship with active or prospective; customers, employees and any other individual or organisation, by not to accepting, seeking or soliciting gifts, favours or entertainment if in doing so it may compromise (or appear to compromise) your ability to make objective decisions in the best interests of the Company.

Examples of gifts and entertainment are follows (but not limited to):-

- Meals;
- Preferential personal discounts for goods and services;
- Tickets i.e. for sporting or entertainment events or gift certificates;
- Gifts of a personal nature i.e. holiday cottages, family events etc...

Our policy does not permit acceptance of excessive gifts, favours or entertainment which we define as that which goes beyond the normal level necessary for the conduct of business.

Reasonable hospitality may be accepted from third-parties provided it supports and furthers the aims of our business, does not cause harm to our business, adversely affect its reputation and does not place you or the Company under any obligation to enhance the business relationship.

Reasonable gifts of nominal value such as calendars, diaries, pens can be accepted provided acceptance does not place you under any obligation to the supplier of the gift.

Before accepting any kind of hospitality you should clarify the situation with a Director.

For more information refer to the Anti-Bribery Policy.

Communications

Whenever you are at work you are seen as a representative of our Company, therefore you should consider appropriate use of language and content in all communications both verbal and written.

Unfortunately there have been many examples of emails written in poor judgement being forwarded and becoming the source of news which is damaging both to the individual concerned and the Company they work for.

As part of your everyday work, you will be party to information that is confidential to our business, visitors, customers or suppliers. Confidential information may run across a wide range of areas including; data about financial performance, commercial or security arrangements etc., once again, it is important that these facts are not repeated in your personal communication channels i.e. social networking websites or blogs.

In times of commercial importance or exciting news we may find that more people than usual are calling to find out the details of what is happening. Do not be tempted to comment, refer all approaches to a Director immediately.

Safeguarding Policy

Definition

We are strongly committed to promoting the safe welfare of vulnerable adults, young people and children from abuse, neglect or significant harm. Any person at risk should be 'safeguarded' with appropriate intervention to enable them to live free from violence and abuse.

For the purposes of delivering Careers Advice and Guidance sessions means the customer themselves; should they be a vulnerable adult, or the young people and children associated with the adult with whom an adviser is working.

A 'vulnerable' Adult' is classified as *"a person aged 18+ who is, or maybe in need of community care services by reason of mental or other disability, age or illness;*

And

Who is, or maybe, unable to take care of him or herself, or unable to protect him or herself against significant harm or exploitation" (Department of Health)

A vulnerable adult may be a person who:-

- Is elderly and frail;
- Is physically frail or has a chronic illness;
- Has a physical or sensory disability;
- Has a mental illness or dementia;
- Has a learning disability;
- Misuses drugs and/or alcohol;
- Has social or emotional problems;
- Exhibits challenging behaviour;
- Is a victim of domestic violence;
- Is being bullied;
- Lives in residential accommodation or sheltered housing;
- Is detained in lawful custody.

A person's vulnerability will depend on their circumstances and environment. People may become vulnerable due to domestic or personal problems and each case must be considered on an individual basis.

Legislation

Below is the legislation that relates to the protection and 'duty of care' for vulnerable adults:-

Safeguarding Vulnerable Groups Act 2006
 Disability Discrimination Act 2005
 Care Standards Act 2000
 Human Rights Act 1998

Mental Capacity Act 2005
 Health & Safety at Work Act 1974
 Sexual Offences Act 2003

Types of Abuse may include *(but are not restricted too):-*

Physical: Assault. Hitting, slapping, pushing, kicking, pinching, shaking etc.

Sexual: Rape, attempted rape, sexual assault, harassment, inappropriate touching, non-contact abuse etc.

Emotional/ Psychological: Fear, humiliation, ridicule, forced marriage, threats of punishment, intimidation etc.

Financial or Material Abuse: Theft of money, misuse of money, fraud, extortion etc.

Neglects and Acts of Omission: Failure to keep the person clean, warm, provide reasonable care, give prescriptive medication etc.

Discrimination: Racial harassment, gender, sexual orientation, insults based on a person's age, race, disability, gender, religion, sexuality etc.

Radicalisation: Is a process by which an individual or group comes to adopt increasingly extreme political, social, or religious ideals and aspirations that either; reject or undermine the status quo, or reject and/or undermine contemporary ideas and expressions of freedom of choice.

Who may be an abuser?

- A member of staff in a care home;
- Another vulnerable adult in care;
- Volunteer of religious organisation who visits sick and elderly;
- Spouse partner or other close relatives;
- Neighbour or friend;
- A stranger;
- An aggressive or over assertive workmate;
- Someone who deliberately befriends a vulnerable person in order to exploit them;
- People in a position of trust power such as health or social care.

Prevent - Anti-terrorism, Preventing Radicalisation and Extremism

The Prevent strategy, published by the Government in 2011, is part of the overall counter-terrorism strategy, CONTEST. The aim of the Prevent strategy is to reduce the threat to the UK from terrorism by stopping people becoming terrorists or supporting terrorism.

The 2011 Prevent strategy has three specific strategic objectives:

1. Respond to the ideological challenge of terrorism and the threat we face from those who promote it.
2. Prevent people from being drawn into terrorism and ensure that they are given appropriate advice and support, and
3. Work with sectors and institutions where there are risks of radicalisation that we need to address.

All employees must follow the Safeguarding flow chart process below if they have a cause for concern, which will be assessed and progressed by the Safeguarding Officer.

Anyone with concerns about someone who may be radicalised should contact the local Prevent team at Northamptonshire Police, who will provide assistance and support.

The main contact is Prevent Engagement Officers at Northamptonshire Police.

Tel: 101341166

Email: Prevent@northants.pnn.police.uk

Responsibility

Safeguarding is everyone's responsibility, if you are working with vulnerable adults or young people, you have a legal duty of care to intervene if a person is being abused or abusing others.

If you suspect something is wrong, you must act to protect vulnerable people. Doing nothing is not an option.

Safe Guarding Plan

eVolve your future will:-

- Nominate a Senior person to have a clear responsibility for Safeguarding (*i.e. Safeguarding Officer – Kay Brockall*)
- Ensure all employees, advisers and front-line employees are Enhanced DBS checked, prior to appointment;
- Ensure Safeguarding awareness is part of the induction process;
- Attend further awareness training on Safeguarding, through the local Safeguarding board (*ref. below – Additional Self Help Resources*);
- Conduct an appropriate risk assessment on all employees e.g. employees with access to confidential data;
- Ensure thorough reporting of all Safeguarding issues and/or incidents;
- Ensure any issues with internal employees are investigated and reported to the appropriate Social Services (*Local Authority*);
- Report back to *National Careers Service (Business Development Director)* promptly on any issues or concerns, however minor by completing a Cause for Concern form.

You will:-

- Inform customers if any issues around Safeguarding, go beyond confidentiality of the session;
- Record any Safeguarding concerns in writing (*using the Cause for Concern form, if appropriate*);
- Be prepared to report **any** concerns to your Line Manager/Safeguarding Officer, Social services and/or the Police.

Additional Self Help Resources

- Independent Safeguarding Authority (www.isa-gov.uk)
The ISA (Independent Safeguarding Authority) has been set up to prevent unsuitable people from working with children and vulnerable adults. ISA will gather relevant information on every person who wants to work or volunteer with vulnerable people.

- Disclosure and Barring Service (<https://www.gov.uk/government/organisations/disclosure-and-barring-service>)

Local Safeguarding Boards

- Nottinghamshire - Nottinghamshire Committee for Protection of Vulnerable Adults (www.nottsadultprotection.org. 01623 473225)
- Lincolnshire - (www.lincolnshire.gov.uk)
- Derbyshire - (www.saferderbyshire.gov.uk)
- Leicestershire - Local Safeguarding Children Board, for Leics. and Rutland (www.lscb-llr.org.uk , 0116 260 0004) (www.leicester.gov.uk/safeguardingadults)
- Northamptonshire - (www.northamptonshire.gov.uk)

Safeguarding Materials

- “Safer practice, safer learning” – A Free publication
- A Whole-organisation Approach to Safeguarding Vulnerable Adults for the Learning and Skills Sector - <http://shop.niace.org.uk/safer-practice.html>
- Protecting Vulnerable Adults – Educare
A learning pack has been developed and published by Educare in partnership with, MENCAP, the Royal College of Nursing, BUPA, SECAMB, St John Ambulance and UNITE Union. The programme has been designed for anyone who may come into contact with vulnerable adults. It breaks down the complexities of adult abuse and who you should turn to should you suspect an adult is being maltreated.

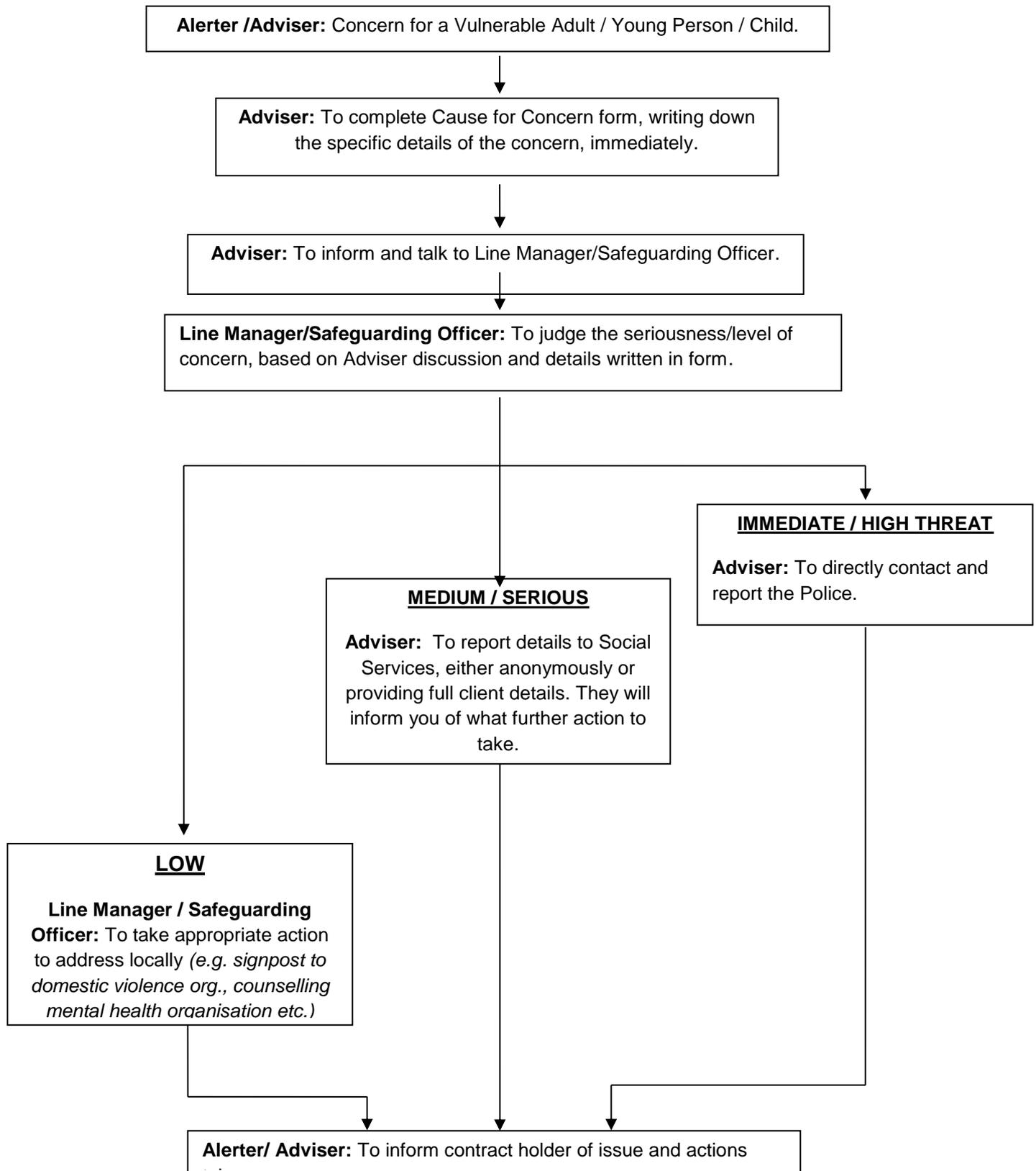
The programme has four short learning modules:-

- Module 1 – Understanding the basics
- Module 2 – Recognising adult abuse
- Module 3 – Reporting abuse
- Module 4 - Good practice guidelines

Available in either a paper-based or online format, the cost of the four modules is £37.50 + VAT. To find out more and to order the programme visit; www.educare.co.uk/education.

Safeguarding Process Flow Chart

This flow chart is not intended to provide an exhaustive list of options



Our Safeguarding Code of Practice

You must:-

- Respect a vulnerable adult, young person or child's rights to privacy and encourage them to feel comfortable enough to report attitudes or behaviour they do not like;
- Act with discretion with regards to their personal relationships;
- Be aware of the procedures for reporting concerns or incidents, and should contact the Safeguarding Officer;
- Make sure that; if an employee finds himself or herself the subject of inappropriate affection or attention from a vulnerable adult or child, **they should** make others aware of this;
- Ensure that; if an employee has any concerns relating to the welfare of a vulnerable adult, young person or child in their care, be it concerns about actions/behaviours of another employee or concerns based on any conversation with the vulnerable adult, young person or child (particularly where the vulnerable adult, young person or child makes an allegation) they should report this to the Safeguarding Officer.

You must **not**:

- Spend excessive amounts of time alone with vulnerable adults, young people or children away from others;
- Make unnecessary physical contact with vulnerable adults, young people or children;
- Take vulnerable adults, young people or children alone in a car, however short the journey, unless absolutely unavoidable;
- Meet vulnerable adults, young people or children outside of the work environment;
- Start an investigation or question anyone after an allegation or concern has been raised. This is the job of the local authorities;
- Never (even in fun) :-
 - Initiate or engage in sexually provocative conversation or activity;
 - Allow the use of inappropriate language to go unchallenged;
- Do things of a personal nature for a vulnerable adult, young person or child that they can do themselves;
- Allow any allegations made by a vulnerable adult, young person or child go without being reported and addressed;
- Trivialise or exaggerate vulnerable adult, young person or child abuse issues;
- Make promises to keep any disclosure confidential from relevant authorities;
- Show favouritism to any one vulnerable adult, young person or child (nor should they) or issue or threaten any form of physical punishment.

Responding to an allegation:-

- Do not make promises regarding confidentiality because some disclosures go beyond confidentiality legislation;
- Explain to the person **at the outset** that you will need to report the disclosure and share the information with the Safeguarding Officer;
- Anyone who has concerns about possible abuse or neglect must contact their Line Manager and/or Safeguarding Officer as soon as possible for advice and support;
- If the complainant is in relation to a vulnerable adult, young person or child, questions should be kept to a minimum and leading questions should be avoided;

- The Safeguarding Officer must report the matter to the local Social Services Department as a matter of urgency whether or not they feel this action is justified in the particular circumstances of the case;
- A written record of the report will be retained by the Safeguarding Officer and sent to *Next Step*.

Allegations against an Employee

- In the event there is any suspicion, allegation or apparent abuse of a vulnerable adult, young person or child by an employee, the matter must be reported to the Safeguarding Officer and/or Line Manager immediately;
- If the Safeguarding Office is the subject of the allegation or complaint, the matter must be reported directly to a Director.

You should be aware that allegations may be made against you, whether there are grounds for substantiation or not, may result in immediate suspension and, following a robust investigation, may be subject to disciplinary action, where it is deemed appropriate.

Anti-Bribery Policy

Purpose

We are committed to implementing and enforcing effective systems to counter bribery. Therefore, it is our policy to conduct all aspects of our business in an honest and ethical manner at all times.

This policy applies to all employees and the aim of this policy is to ensure we act in accordance with the Bribery Act 2010, maintain the highest possible standards of business practice and advise all employees, customers and suppliers of our 'zero-tolerance' to bribery.

Under UK law (*UK Bribery Act 2010*), bribery and corruption is punishable by up to ten years imprisonment. If the company is found to have taken part in the corruption, or lacks adequate procedures to prevent Bribery, we could face an unlimited fine and be excluded from tendering for Government contracts.

Definitions

Bribe is a financial or other advantage offered or given to anyone to persuade them to or reward them for performing their duties improperly, or, with the intention of influencing them in the performance of their duties.

Hospitality is the practice of being hospitable, this includes the reception and entertainment of guests/visitors.

Kickbacks or facilitation payments are typically small payments made in return for a business favour or advantage.

Aims

The Company will not:-

- Make contributions of any kind with the purpose of gaining any commercial advantage;
- Provide gifts or hospitality with the intention of persuading anyone to act improperly, or to influence a public official in the performance of their duties;
- Make, or accept, "kickbacks" of any kind;

The Company will:-

- Maintain appropriate internal records that will evidence the business reason for making any payments to third parties;
- Encourage employees to raise concerns about any issue or suspicion of malpractice at the earliest possible stage;
- Ensure that anyone raising a concern about bribery does not suffer any detriment as a consequence, if you have acted in good faith, even if you have been mistaken.

You must not:-

- Accept any financial or other reward from any person(s) in return for providing some favour;
- Request a financial or other reward from any person(s) in return for providing some favour;
- Offer any financial or other reward from any person(s) in return for providing some favour.

Non Compliance

Failure to observe this policy may lead to disciplinary action being taken in accordance with the Company's Disciplinary Policy.

In the event of a breach of the policy by other organisations and/or individuals, the Company will take appropriate action.

Monitoring Policy

The policy will be monitored on an on-going basis to ensure that it addresses issues effectively and assesses how effective we have been in establishing control of our obligations, specifically the following will be monitored:-

- Ensuring that all employees working for the Company are advised of the policy;
- Assessment of any reported incident or related occurrence.

Fraud Prevention Policy

Definition

In our business we are committed to high legal, ethical and moral standards and support and promote a risk (and fraud) awareness culture. All employees are expected to share this commitment.

This policy is designed to facilitate the development of procedures, which will aid and support the investigation of any fraudulent (and related) offences.

Our current procedures are in place to reduce the likelihood of fraud occurring, these include:
- standing orders, documented procedures, documented systems of internal control and risk assessment.

This policy applies to any irregularity, or suspected irregularity, involving employees as well as consultants, vendors, contractors, customers and/or any other parties with a business relationship with our Company. Any investigative activity required will be conducted without regard to any person's relationship to this Company irrespective of position, length of service or otherwise.

Purpose

Fraud comprises both the use of deception to obtain an unjust or illegal financial advantage and intentional misrepresentations affecting the financial statements by one or more individuals among management, staff or third parties.

Line Managers have a duty to familiarise themselves with the types of improprieties that might be expected to occur within their areas of responsibility and to be alert for any indications or irregularity.

We are absolutely committed to maintaining an honest, open and well-intentioned atmosphere within our Company and are also committed to the elimination of any fraud within the Company and to the rigorous investigation of any such cases.

We encourage all employees who have a reasonable suspicion of fraud to report it immediately and it is our policy that no employee will suffer in any way as a result of reporting reasonably held suspicions.

For clarity 'reasonably held suspicions' shall mean; any suspicions other than those, which are raised maliciously and found to be groundless.

All such occurrences will be dealt with in accordance with the Public Interest Disclosure Act.

Environmental Policy

Sustainability

We are committed to meeting, or exceeding, the requirements of applicable environmental laws and regulations as well as any other voluntary commitments to which we subscribe and will use systematic measurement, review and control programs in order to identify and minimise our impact on the environment.

We will develop, document and communicate the general principles and practices of our policy to our employees and to the general public and actively seek methods to prevent pollution at source, to continually improve our environmental performance and improve our systems to produce goods and services more efficiently.

We will seek wherever possible, methods to minimise wasteful use of energy and materials, to reuse energy and materials within our own processes and to recycle remaining waste products.

We will train you in the specific practices related to your own job role in order that you can promote the protection of the environment.

We do however, recognise that we have a responsibility to the environment beyond legal and regulatory requirements and are committed to reducing our environmental impact by continually improving our environmental performance, which is an integral part of our business strategy and operating methods and will encourage customers, suppliers and other stakeholders to do the same.

In doing so we will always endeavor to:-

- Comply with and exceed all relevant regulatory requirements;
- Continually improve and monitor environmental performance;
- Continually improve and reduce environmental impacts;
- Incorporate environmental factors into business decisions;
- Increase employee awareness through support and training.
- Involve employees in the implementation of this policy, for greater commitment and improved performance;
- Update this policy annually in consultation with employees and other stakeholders where necessary;
- Provide employees with relevant environmental training;
- Work with suppliers, contractors and sub-contractors to improve their environmental foot-print and performance;
- Use local labour, services and materials where available to reduce CO2 emissions and support the local community.

In support of the above you are also required to support the Company by:-

Paper:-

- Minimising the use of paper in the office;

- Reducing packaging as much as possible;
- Seeking to purchase recycled and recyclable paper products;
- Reuse and recycle paper where possible.

Energy and Water:-

- Seeking to reduce the amount of energy used as far as practicable;
- Switching off lights and electrical equipment when not in use;
- Adjusting heating with energy consumption in mind;
- Taking into consideration energy consumption and efficiency when procuring new products or services.

Office Supplies:-

- Evaluating if the need can be met in another way;
- Exploring if renting/sharing is a viable option before purchasing equipment;
- Evaluating the environmental impact of any new products we intend to purchase;
- Seeking to buy environmentally friendly and efficient products;
- Reusing and recycling where possible.

Transportation:-

- Reducing the need to travel, restricting to necessity business trips only;
- Promoting the use of alternatives such as e-mail or video/phone conferencing;
- Making additional efforts to accommodate the needs of those using public transport or bicycles;
- Using green/low emission vehicles which will be rigorously maintained.

Maintenance and Cleaning:-

- Complying with and exceed all relevant regulatory requirements.
- Continually improve and monitor environmental performance.
- Continually improve and reduce environmental impacts.
- Incorporating environmental factors into business decisions.

Monitoring and Improvement:-

- Ensuring cleaning materials are as environmentally friendly as possible;
- Ensuring office refurbishment is undertaken as environmentally friendly as possible;
- Only using licensed and appropriate organisations to dispose of waste.

Data Protection Policy

Employment

In entering into a contract of employment with us you consent to us processing data about you as necessary both during and after your employment with us.

Under the Data Protection Act 1998 personal data will be retained by us in a manual or computerised form and will be processed by us and any representatives* in a fair and legitimate manner, in accordance with regulations.

Personal data, including your photographic image may include information about; equal opportunities monitoring, age, length of service, pay and benefits, absence records, any information relating to your trade union membership. This is not an exhaustive list and other areas of employment may apply.

We will adhere to the General Data Protection Regulation (GDPR) principles as set out in the Act, as summarised below:-

That data is:-

- Processed fairly and lawfully;
- Obtained and processed for specific purposes;
- Adequate, relevant and not excessive;
- Accurate and up-to-date;
- Retained no longer than is necessary;
- Kept secure and not disclosed to anyone unlawfully;
- Not transferred outside the European Economic Area.

You have the right to access your Personnel Records by providing reasonable notice of your request. We may, however, decline access to certain data if that data discloses or exposes other confidential information, e.g. a reference received which reveals the identity of the author or other third parties.

**Representatives to whom eVolve your future Limited have outsourced specialised functions, e.g. personnel, payroll etc...*

Customer Data

You are required to treat all customer information as confidential and it is not to be discussed outside of the employment environment.

You are required to observe the General Data Protection Regulations (GDPR) principles and these apply equally to customer information.

If either you or a customer identifies any concerns with the security of any information systems, this must be reported to a Director immediately. It cannot be stressed enough how important it is to keep customer information safe and secure and we expect all employees and customers to co-operate in keeping this information safe.

When collecting personal data you should explain fully the individual's rights including how you would delete personal data or provide data in a commonly used format. Consent should be gained in line with the GDPR standard.

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

Computer and IT Policy

Only authorised employees will have access to computers, internal and external e-mail and the intranet for exclusive use by them in connection with the Company's business.

The purpose of defining authorised users is to protect the Company's interests as unregulated access increases the risk of employees inadvertently forming contacts through e-mail and increases the opportunity for wrongful disclosure of commercially sensitive information. In addition, a carelessly worded e-mail can expose the Company to an action for defamation for libel. As such, e-mails to clients, customers and suppliers must follow our designated in-house format. Failure to follow our in-house format is a disciplinary matter and will be dealt with under the Company's disciplinary procedure.

Abuse of the Company's computers is prohibited. If you are discovered unreasonably using the Company's computers for personal and/or private purposes, or vandalising the Company's computer network, we reserve the right to take disciplinary action to address the situation, up to and including dismissal.

E-mail and Internet

This Policy applies to any employee who:-

- Uses e-mail technology on our behalf;
- Uses Company technology, including software and hardware;
- Uses the technology to communicate information about us, our customers and/or suppliers;
- Uses the technology to communicate any Company information.

E-mail is to provide an improved channel of communications with our customers and improving customer satisfaction. It is important therefore that caution is taken when using email, as it is easy to send **BUT** once sent it is difficult to retrieve.

E-mail is not a substitute for face-to-face, or even telephone communication as it is important to recognise that we use many techniques during face-to-face communication (e.g. body language, facial expression, tone, pitch, etc.) that cannot be replicated in an electronic message. Care must be taken in the construction of all e-mail messages so that its contents cannot be misinterpreted and you should make sure that the content is factually correct and non-defamatory.

Bullying, harassment or abuse of others through the use of e-mail is forbidden. This includes (but not limited to) sending information that insults or harasses others with respect to the sex, race, age, disability or religion.

It is prohibited to:-

- Take part in electronic chain letters;
- Access or distribute pornography;
- Engage in on-line gambling;
- Download or distribute copyright information;

- Download, open or distribute un-authorised software;
- Post confidential information about us, our customers or suppliers without authorisation.

When attaching files to a message the size of the file should be kept to a minim. E-mail is not the medium to use for very high-resolution graphics.

You should remember that:-

- Emails can be read by third parties (police can obtain printouts directly from internet service providers without a warrant);
- Emails can be used as evidence;
- Emails can create binding contracts.

We reserve the right to monitor all e-mails and the use of the internet, both during routine audits of the computer system and in specific cases where an issue relating to excessive and/or un-authorised use is suspected.

When monitoring e-mails, we will, save in exceptional circumstances, confine this to the address and heading of the e-mails. However, where the circumstances warrant it, we may open e-mails and access the actual content. Communications of a sensitive or confidential nature should not be sent by e-mail because their privacy is not guaranteed.

Computer Software

We licence the use of computer software from a variety of external companies, we do not 'own' this software or its related documentation, therefore unless authorised by the software developer, neither you nor the Company has the authority to reproduce material as this constitutes an infringement of copyright.

Computer Viruses

As with all computer networks we are vulnerable to viruses, therefore virus protection software has been installed. Only authorised employees will be granted authority to load program software. Re-configuring or disabling the virus protection software is strictly prohibited and only data that is compatible with the Company's system may be loaded, following virus checks by authorised employees.

You must not download any software or electronic files without first implementing virus protection measures that have been approved by the Company.

You must not intentionally interfere with the normal operation of the network, including the propagation of computer viruses and sustained high volume network traffic that substantially hinders others in their use of the network.

You must not examine, change or use another person's file(s), output or username for which you do not have explicit authorisation.

Social Media

We recognise that social media is now an important part of our lives and a way of sharing information with our colleagues, family and friends but it is equally important that we share a

common understanding when using social media, to ensure that we remain authentic, are always exercising good judgement and are respectful of others confidentiality.

You are not permitted to surf the internet for personal and private use, log on to social networking and video sharing websites such as (but not limited to); Facebook, MySpace, Bebo and YouTube, or use the Company IT systems to keep a personal weblog ('blog') at any time.

We want everyone to have a good experience when using social media therefore it is important that when using social networking, video sharing websites and blogs you do not:-

- Conduct yourself in a way that is detrimental to the Company, or brings the Company into disrepute;
- Allow your interaction on these websites or blogs to damage working relationships between employees, customers and suppliers of the Company;
- Include personal information about the Company's employees, customers or suppliers without their express consent (you may still be liable even if employees, suppliers, customers or clients are not expressly named in the websites or blogs as long as we reasonably believe they are identifiable);
- Make any derogatory, offensive or defamatory comments about the Company, its employees, suppliers, customers or clients (you may still be liable even if the Company, its employees, suppliers, customers or clients are not expressly named in the websites or blogs as long as we reasonably believe they are identifiable);
- Disclose any confidential information belonging to the Company or its employees, suppliers, customers or clients which could be used by a competitor;
- Use the eVolve your future Limited name for social media identities, login IDs and user names;
- The eVolve your future Limited logo and trademark must not appear on internet postings unless you are communicating on the Company's behalf and have permission to do so;
- Infringe copyright laws;
- Log on to sexually explicit websites or the downloading and/or circulation of pornography or other grossly offensive, obscene or illegal material.
- Post information that:-
 - Contains vulgar, obscene, offensive language or images;
 - Is abusive or threatening to others;
 - Is bigoted, hateful, slanderous, discriminatory or racially offensive;
 - Advocates illegal activity or discusses illegal activities with the intent to commit them;
 - Contains personal information or images pertaining to another person without their explicit consent.

Remember - what is published will be around for a long time, so consider the content carefully and also be cautious about disclosing personal details.

Telephone Policy

Our telephone lines are for the exclusive use of Company business. We will however, allow reasonable usage of company telephones for essential personal use in relation to domestic arrangements. Excessive personal usage however is not permitted and will be addressed with the employee directly, which may include reimbursement for the cost of personal calls made.

To ensure disruption to the working day is kept to a minimum, the use of personal mobile phones should be confined to break times, except in the case of a genuine emergency. The charging of mobile telephones in the work environment should only be undertaken with the express permission of your Line Manager.

Sickness and Absence from Work Policy

Purpose

We understand that unfortunately most of us will suffer illness or injury at some time. Although we aim to secure regular attendance we appreciate that during this time you are responsible for taking time away from the workplace to regain health.

Notification of Absence

In the unfortunate event that you are absent due to ill-health, on your first day of absence you are required to notify your Line Manager by telephone at least half an hour before your contractual start time. It is important that a conversation takes place, therefore sending a text message should be a last resort and only if you cannot make direct contact.

During this conversation you should provide details of the nature of your illness and the day on which you expect to return to work. You must inform us as soon as possible of any change in the date of your anticipated return to work. If you are off for more than one day, you are required to confirm your absence daily in order that we can be kept apprised of your well-being and to ensure accurate records and appropriate payment for periods of absence are made to you.

Short-term Absence

For all periods of absence of between half a day and seven calendar days (including Saturday and Sunday), you are required to complete a Self-certification form when you return to work.

If you are absent for any period of eight calendar days or more (including Saturday and Sunday), you must provide medical certification to cover the duration of your absence in the form of a 'Statement of Fitness for Work'. The Statement of Fitness for Work form provides us with better information to manage your sickness absence through the provision of a number of flexible options, which where possible we will consider.

On your first day back at work (or as soon as practicable) following any period of sickness absence, you will be invited to attend a return to work meeting with your Line Manager. The purpose of this meeting is to discuss the reasons for your absence, consider whether any support is required and to update you on what has been happening at work during your absence. You will also be asked to complete a Self-certification form if you have not done so already.

Where sickness, injury or a medical problem has a significant or on-going impact on your ability to make a contribution in the workplace, we will work with you to consider steps to finding a reasonable solution.

If sickness absence occurs during a period of annual leave, your holiday entitlement will continue to accrue. When you return to work you should take (and book) your holiday as normal, which includes any holiday accrued during the period of absence.

Frequent, Short-term Absences

Short-term absences are absences that collectively exceed ten working days in a rolling three month period.

Absence from work will be monitored on a regular basis and any concerns will be raised directly with you, in a sensitive and private manner. Where a pattern of short-term absence is determined (i.e. a pattern that includes frequent Monday, weekend or Friday absences), the reasons for the absence will be investigated.

If you have a history of frequent absences that appear to have an underlying health cause, we may recommend a medical referral. You will be consulted prior to referral and a request for access to medical reports will be sent to you.

If there is no substantial evidence to support that persistent absence is due to illness or disability, then the disciplinary procedure may be invoked.

It is always important that you speak directly to your Line Manager should you find yourself experiencing any problems that may be causing these absences, so reasonable steps can be agreed.

Long-term Sickness Absence

Long-term absence is absence that exceeds 20 consecutive days in a rolling three month period.

Your Line Manager will maintain regular contact with you during periods of long-term absence and may make contact with you through a variety of methods i.e. telephone, letter, or recommending a home visit if you are unable to attend your normal place of work for such a meeting. These 'home visit' meetings are to ensure your Line Manager is kept up to date on your progress and to discuss how we can support your return to work.

We may also decide that medical advice could assist in providing guidance and reserve the right to request a report from your GP, medical practitioner and/or specialist, or to refer you to an independent medical practitioner, as nominated by us. You will be consulted prior to referral and a request for access to medical reports will be sent to you.

If you are on long-term sickness absence, you are automatically entitled to carry your annual leave entitlement into the next holiday year. Should your employment terminate whilst you remain absent, you will be entitled to receive payment for any accrued, un-taken holiday.

Sick Pay

In the unfortunate event that you are absent due to ill-health, you will be eligible to receive Statutory Sick Pay (SSP), paid to you at the normal statutory rate.

You are required to provide medical certification to be eligible for SSP payments and cooperate in the maintenance of necessary records for the purposes of your entitlement to SSP.

SSP is an earnings replacement and is paid on the same day that monthly salaries are paid.

SSP may be paid for a maximum of 28 weeks in each period of sickness absence. The standard weekly rate of SSP is applied at the commencement of each tax year. Sick pay entitlements are based on your normal contractual hours.

We are required by law to keep records of sickness absence for a period of three years. These legal requirements arise in connection with the payment (or withholding) of Statutory Sick Pay (SSP). SSP is applicable only where you are incapable of performing your contractual duties due to physical or mental illness, or as a result of disablement.

SSP Qualification Rules

The following has been adapted from the HM Revenue & Customs website and is included as general guidance only, therefore may be subject to change from time-to-time.

To qualify for SSP you must satisfy the following conditions:-

- Have carried out work for the Company;
- Your earnings attract a liability for employer's Class 1 NI contributions (or would if they were high enough);
- You have been absent from work due to illness for four or more days in a row. All days count for this including weekends and bank holidays and any days you do not normally work. This is called a Period of Incapacity to Work (PIW);
- Have average weekly earnings of not less than the Lower Earnings Limit (LEL) for NI contributions purposes;
- Have worked for the Company at least one day each week. This is called a Qualifying Day (QD) and these are the only days that SSP can be paid to you;
- SSP payments are not made straight away, they are subject three qualifying days (the days you usually work). These are called Waiting Days (WD's).

Should you have two or more periods of incapacity to work (PIW's), occurring eight weeks or less apart, then these will be treated as linked and treated as one period of incapacity to work. This means that if the three waiting days (WD's) have already been served during the first period of sickness absence, there will be no waiting days served in any later period of incapacity to work (PIW).

Should you not satisfy all of the above conditions, we will provide you with an SSP1 Form, which you can submit to your local Department for Work & Pensions office to claim Incapacity Benefit.

Absence from work will be monitored on a regular basis and any concerns will be raised directly with you in a sensitive and private manner. Where there may be a pattern of short-term absence, the reasons for these absences will be investigated.

Failure to follow the absence reporting process, which includes completion of Self-certification forms and medical certification, or where we are unable to find any substantial evidence or reason to support your absence, will be treated extremely seriously by us and may result in disciplinary action.

Medical Referrals

In relation to your employment where we feel that medical advice could assist in providing guidance following short, frequent or long-term sickness absence, we reserve the right to request a report from your GP, medical practitioner and/or specialist, or to refer you to an independent medical practitioner, as nominated by us. The costs of any report(s) and/or medical referrals will be met by us.

In order that we can fully understand any issues and establish how best to support you, it is anticipated that you will not unreasonably refuse a request for information or referral and that you will co-operate in the disclosure of all relevant information obtained.

Any such request will be undertaken in a sensitive and confidential manner and you will be informed of your statutory rights under The Access to Medical Reports Act 1988 and we will ensure we support our obligations in line with considering any reasonable adjustments to the work place, should the nature of the illness fall under the Equality Act.

Maternity Leave

Introduction

We support family friendly policies which we believe promotes our company values and supports our diverse workforce, which is extremely important to the success and growth of our business.

Brief outline of terms:-

EWC	This is the expected week of childbirth, namely the week that your baby is expected to be born;
Qualifying Week	For maternity pay purposes this is the 15 weeks before the EWC date;
MPP	Maternity pay period, these are the weeks during which maternity benefit is payable, this cannot begin any earlier than 11 weeks before the EWC date;
SMP	Statutory maternity pay, this is the level set by the government in relation to minimum payments made to employees who are subject to maternity leave;
Certificate MAT B1	Maternity certificate, which is available from your GP or midwife, it is essential to provide the original of this document in order that maternity payments can be made.

Eligibility for Maternity Leave

Regardless of your length of service, all pregnant employees are entitled to Ordinary Maternity Leave of up to 26 weeks or Additional Maternity Leave. Additional Maternity Leave commences immediately after your Ordinary Maternity Leave (with no gap between the periods) and continues for a further 26 weeks, making 52 weeks in total. The earliest you can start your maternity leave is the 11th week before the EWC.

To qualify for Ordinary or Additional Maternity Leave you must provide us with certain information:-

- By the 15th week before the EWC you must provide written notification of the date your absence from work will begin, giving the date of the EWC;
- You can change your mind about when you want to start your maternity leave, providing you give at least 28 days' advance notice;
- Provide evidence of the expected date of childbirth in the form of the original MATB1 Certificate;

- If you give birth before notification or before the date already given, your maternity leave will automatically start on the date of birth and you should provide notification of the date of birth in writing to your Line Manager as soon as reasonably practicable;
- If you are absent from work due to a pregnancy-related reason before the date you intended your leave period to begin, then your maternity leave will automatically start on the first day of absence following the beginning of the 4th week before the EWC.

You should provide your Line Manager with written notification of the reason for your absence as soon as reasonably practicable.

Notification

If you are expecting a baby you should inform your Line Manager as soon as possible so that appropriate arrangements can be made. This will include a New and Expectant Mothers Risk Assessment.

You should also inform your Line Manager once you have been advised of your approximate Expected Week of Childbirth (EWC). This is the date of the week your baby is due.

Time off for Ante-natal Care

All pregnant employees have a statutory right to reasonable paid time off for ante-natal care. This right is not dependent upon any minimum length of service qualification.

You should provide as much advance notice as practicable of attendance for ante-natal care and we would expect that you would make every effort to minimise any disruption that may be caused by your absence. Your requests should be supported by an appointment card from your hospital or clinic, confirming your appointments. You will also be required to produce your original MATB1 certificate as confirmation of your pregnancy which should be given to your Line Manager.

If you are the husband, civil partner or partner of the pregnant woman, you have the right to unpaid time off to attend up to two ante-natal appointments.

Statutory Maternity Pay

If you satisfy all of the following conditions you will be entitled to statutory maternity pay:-

- You must have at least 26 continuous weeks service ending with the Qualifying Week and have average weekly earnings at that time of no less than the lower earnings level for the payment of National Insurance contributions. If you have less than 26 weeks service you will not be entitled to maternity pay;
- You must still be pregnant at the 11th week before the baby is due, or have already given birth. If your pregnancy unfortunately ends in a stillbirth (which is defined as after 24 weeks of pregnancy) you will be entitled to the same rights and benefits as if the pregnancy had progressed. Before the end of 24 weeks, the sad loss of a baby is regarded as a miscarriage, not a stillbirth and the maternity provisions no longer apply;
- You must have provided written notice of your maternity leave and have stopped work;

- If you have over 26 weeks continuous service you will be paid in line with the statutory provisions for Statutory Maternity Pay (SMP) as follows:-

- 1 – 6 weeks** Paid at 90% of your average weekly earnings (before tax), calculated from the eight week period up to and including the Qualifying Week;
- 7 – 39 weeks** Paid at statutory payment levels (or 90% of your average weekly earnings (before tax), whichever is lower;
- 40 -52 weeks** Additional maternity leave which is unpaid.

SMP is paid at the same time your normal salary would be paid i.e. monthly and is subject to deductions for tax and national insurance.

If you have less than 26 weeks service and/or earn less than the lower earnings limit for National Insurance may be able to claim Maternity Allowance.

Please be advised that we cannot make any payments without the original MAT B1 Certificate.

Provision of benefits during Maternity Leave

During both Ordinary and Additional Maternity Leave you are entitled to the benefit of your normal terms and conditions of employment, except for terms relating to remuneration (which will be paid in-line with SMP payments above). You will therefore remain entitled to the following:-

- Salary Review - if an annual salary review takes place whilst you are on maternity leave, your salary will be reviewed on the normal date;
- Annual Leave – you will continue to accrue annual leave (including Bank Holidays) whilst you are on maternity leave. Accrued holiday entitlement can be taken as follows:-
 - Take your accrued holiday leave prior to your maternity leave commencing;
 - Take your accrued holiday leave after your maternity leave;
 - Apply for your accrued holiday to be paid to you either :-
 - When you return from maternity leave (for holiday accrued up to your return to work date);
 - or*
 - At the end of your contractual holiday year, apply to be paid for holiday you have accrued (and not taken) in the same calendar year.

Maintaining reasonable contact and Keeping in Touch Days

Prior to your departure on maternity leave your Line Manager will meet with you to agree the level of contact you would like with the Company during your maternity leave, to discuss for example; arrangements for your return to work, or keeping you up to date with any changes in the workplace.

You are also entitled to up to ten days work during your maternity leave period. These are called 'Keeping in Touch' (KIT) days. These can be particularly useful for things such as attending a training or team event but can be used for any form of work, with the aim to make it easier for you to return to work after your leave.

KIT days may be used consecutively, singularly, or in blocks, it is up to you and your Line Manager to agree how these will be used. Irrespective of the 'KIT hours' you work, even if it is an hour, you will have used up one of your KIT days.

If you decide take up to ten KIT days, your entitlement to Statutory Maternity Pay (SMP) is not affected. If however, you have used up all of your ten KIT days and you undertake any further work, you will lose a week's SMP for the week in which you worked.

Return to Work

You may return any time before the official end of your maternity leave, however, you must take a minimum of two weeks leave after the birth of your baby. You are not required to give prior notice if you intend to return to work immediately after the end of your maternity leave period.

Unless we are advised otherwise, we will assume that you will be taking your full entitlement of 52 weeks maternity leave.

If you wish to return to work before the planned return date you need to provide your Line Manager with at least eight weeks' notice before your new return date.

If you return to work during or at the end of your Ordinary Maternity Leave (OML), you are entitled to return to the same job on the same terms and conditions of employment as if you had not been away from work.

Should there have been any changes during this time, you will be offered a similar role on the same terms and conditions.

If you decide to take Additional Maternity Leave (AML) and it is not reasonably practicable for you to return to the same job, you will be offered:-

- A role that is suitable and appropriate;
- A role with terms and conditions which are no less favourable than those of your original role.

You should be aware that if you are offered a role that fulfils the criteria above and you unreasonably refuse the role, you will have effectively resigned.

You will be consulted on any proposed changes to your job during your maternity leave in preparation for your return.

If you are unfortunately unable to return to work at the end of your maternity leave due to illness, you should advise your Line Manager as soon as possible. You will be asked to provide a medical certificate to cover this absence, so that you may qualify for statutory sick pay (SSP). If you do not provide certification for this time you may not be entitled to receive pay for this period and it will be deemed as unauthorised absence.

Returning to work where Parental Leave is taken immediately following Maternity Leave

If you qualify for parental leave you may take some of this leave following the end of your maternity leave period.

If you take parental leave at the end of your Ordinary Maternity Leave (OML) you are entitled to return to the same job on the same terms and conditions of employment as if you had not been absent (in-line with the conditions explained above) if you meet both of the following criteria:-

- It is for four weeks or less;
- It has not been preceded by Additional Maternity Leave (AML).

If parental leave is longer than four weeks, or you are requesting to take it following Additional Maternity Leave (AML) the conditions applied to someone returning from AML will be applicable.

What if I do not wish to return to work after my Maternity Leave?

If you do not wish to return to work following your maternity leave, you need to provide your Line Manager with notice of this in writing, in-line with the notice obligations in your contract of employment. This letter will be accepted as your resignation and annual leave and benefits (less salary) will accrue to the date of your resignation.

If your resignation is before the end of your Statutory Maternity Pay period you will continue to receive Statutory Maternity Pay until the end of the pay period, provided you have not commenced employment with another employer.

Adoption Leave

We support family friendly policies which we believe promotes our company values and supports our diverse workforce, which is extremely important to the success and growth of our business.

Brief outline of terms:-

SAL	'Statutory Adoption Leave' can start on any day of the week. It must be taken as a single period and cannot be split or taken as odd days. The maximum duration of adoption leave is 52 weeks. A week is a continuous period of seven days. The start date depends on whether you are adopting your child from the UK or from overseas;
SAL Period	The 'Statutory Adoption Leave' period is made up of 26 weeks Ordinary Adoption Leave (OAL), followed immediately by 26 weeks Additional Adoption Leave (AAL);
SAP	The maximum duration of the 'Statutory Adoption Pay' period is 39 weeks and usually covers the first 39 weeks of your adoption leave. The SAP week runs from Sunday to Saturday and can start on any day of the week;
Matched/Matching	This means that the Adoption Agency has decided that you are suitable to adopt your child. You may be given a 'matching certificate' from the agency;
Matching Date	This means the date when the Adoption Agency told you that you had been matched with your child;
Matching Week	This means the week in which the Adoption Agency told you that you had been matched with your child;
Placed	This is when your child starts to live with you permanently, with a view to being formally adopted in the future;
Official Notification	This is a letter from the relevant domestic authority to confirm that you are adopting your child from overseas and have been approved as a suitable adoptive parent;
Declaration of Entitlement	This is a form SC6. If you are adopting your child from abroad with a partner, you must declare that you are not receiving (or have not applied for) Ordinary Statutory Paternity Pay (OSPP);
Adopter	This is the person who is adopting your child. You may be going to adopt a child on your own or with a partner.

Eligibility for Adoption Leave

UK Adoptions	Overseas Adoptions
<p>Qualification: To qualify for 52 weeks Statutory Adoption Leave (SAL) you need to meet the following criteria:-</p> <ul style="list-style-type: none"> • The UK Adoption Agency has matched you with your child; • Have notified the agency that you agree for your child to be placed with you and agreed the date of the placement; • Have been continuously employed for at least 26 weeks, into the week in which you have been notified of being matched with your child (the 'matching week'). The matching week starts on a Sunday and ends on a Saturday; • Provided notification of when you want to take your SAL, which should be no more than seven days after you have been notified of being matched with your child; • Are the child's adopter. This is the person who will adopt or has adopted your child (or in the case where your child will be (or has been) adopted by two people jointly), whichever of the joint adopters has chosen to take Statutory Adoption Leave in respect of your child. 	<p>Qualification: To qualify for 52 weeks Statutory Adoption Leave (SAL) you need to meet the following criteria:-</p> <ul style="list-style-type: none"> • Have received official notification from the relevant UK authority of your eligibility to adopt your child from abroad; • Have been continuously employed for at least 26 weeks by the time you have received official notification, or by the time your SAL is due to begin, whichever is later; • Provided notification of when you want to take your SAL; • Are the child's adopter. This is the person who will adopt, or has adopted your child, or in a case where your child will be (or has been) adopted by two people jointly, whichever of the joint adopters has chosen to take Statutory Adoption Leave in respect of your child.
<p>When Adoption leave can begin: You can choose to begin your Statutory Adoption Leave (and Statutory Adoption Pay) on either of the following:-</p> <ul style="list-style-type: none"> • The date when your child is placed with you for adoption; • A pre-determined date, no earlier than 14 days before the expected date of placement and no later than the expected date of placement. <p>If you choose to start your leave on the day your child is placed with you and you are at work that day, the period of SAL and SAP will start the following day. The leave can start on any day of the week.</p>	<p>When Adoption leave can begin: You can choose to begin your Statutory Adoption Leave (and Statutory Adoption Pay) on either of the following:-</p> <ul style="list-style-type: none"> • The date your child enters the UK or; • A fixed date (as notified by you) no later than 28 days after your child enters the UK. <p>If you choose to start your leave on the day your child is placed with you and you are at work that day, the period of SAL and SAP will start the following day. The leave can start on any day of the week.</p> <p>Please be aware that SAL cannot be used to cover any period that you spend travelling overseas to arrange the adoption or visit your child. If you would like time off for these events you should discuss taking annual leave with your Line Manager.</p>

UK Adoptions	Overseas Adoptions
<p>Your notification to us: To qualify for Statutory Adoption Leave (SAL) you should notify your Line Manager in writing no later than seven days after you are matched with your child:-</p> <ul style="list-style-type: none"> • That you intend to take SAL; • When you intend to start your SAL; • The date on which your child is expected to be placed with you for adoption; • The date on which you wish your SAL (Statutory Adoption Leave) to commence; • Provide a copy of your adoption matching certificate, or similar documentation (that has been provided to you by the Adoption Agency) confirming you (or the adopter) have been matched with your child. <p>If it is not reasonably practicable for you to provide this information within this time-frame, you should discuss this with your Line Manager, as potentially this could delay the start of your statutory adoption leave (and pay). This discussion will assist your Line Manager to understand what steps are needed to support you and avoid this situation.</p>	<p>Your notification to us: domestic authority confirming that they are either:-</p> <ul style="list-style-type: none"> • Going to issue a certificate to the overseas authority dealing with your adoption or; • Have issued a certificate and sent it to that authority. <p>In either case, the certificate confirms that you (the adopter) have been approved as a suitable adoptive parent to adopt your child from overseas.</p> <p>To qualify for Statutory Adoption Leave (SAL) you should notify your Line Manager in writing under the following three stages:-</p> <p>First notification stage: Provide your Line Manager with information on:-</p> <ul style="list-style-type: none"> • The date on which you received official notification; • The date your child is expected to enter the UK. <p>You may wish to provide your Line Manager with this information and advise them of your intentions under this and the second stage at the same time.</p> <p>If you have the necessary 26 weeks qualifying service when you receive your official notification, you must advise your Line Manager in writing within 28 days of receiving this notification.</p> <p>If you do not have the necessary qualifying service you must advise your Line Manager in writing within 28 days of completing your 26 weeks qualifying service.</p> <p>Second notification stage</p> <p>You should then notify your Line Manager in writing no later than 28 days of the actual date that you would like to start your SAL:-</p> <ul style="list-style-type: none"> • That you intend to take SAL; • When you intend to start your SAL. <p>Please note that your SAL cannot start before your child has entered the UK.</p>

	<p>Third notification stage</p> <p>You should advise your Line Manager in writing within 28 days of your child entering the UK of:-</p> <ul style="list-style-type: none"> • The date when your child entered the UK; • Provide official notification / evidence of the date of entry. <p>If it is not reasonably practicable for you to provide this information within this time-frame, you should discuss this with your Line Manager, as potentially this could delay the start of your statutory adoption leave (and pay).</p> <p>This discussion will assist your Line Manager to understand what steps are needed to support you and avoid this situation.</p>
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Our Notification to You

After receiving your notification we will write to you within 28 days to confirm:-

- The date you intend to commence your adoption leave;
- The date you expect to return to work.

We will assume that you will be taking your full entitlement of 52 weeks adoption leave unless we are advised otherwise.

Changing the Start Date of your Statutory Adoption Leave

You can change the date that you intend to start your SAL as long as you provide notification of the new start date in writing to your Line Manager as follows:-

- 28 days before your original SAL start date;
- 28 days before your new SAL start date.

If it is not reasonably practicable for you to provide this information within this time-frame, you should discuss this with your Line Manager, as potentially this could delay the start of your statutory adoption leave (and pay).

Statutory Adoption Pay

Statutory Adoption Pay (SAP) is paid for 39 weeks and usually covers the first 39 weeks of your adoption leave.

If you satisfy all of the qualifying criteria you will be entitled to Statutory Adoption Pay (SAP) as follows:-

- 1 – 6 weeks** Paid at 90% of your average weekly earnings (before tax);
- 7 – 39 weeks** Paid at statutory payment levels (or 90% of your average weekly earnings (before tax), whichever is lower;
- 40 - 52 weeks** Additional adoption leave which is unpaid.

SAP is paid at the same time your normal salary would be paid i.e. monthly and is subject to deductions for tax and national insurance.

If you have less than 26 weeks service you are not eligible for SAP and you are advised to contact your local authority to find out what other financial support may be available to you.

A record of your payments will be maintained using form SAP2 Statutory Adoption Pay Record Sheet.

Qualifications for Statutory Adoption Pay

UK Adoptions	Overseas Adoptions
<p>To qualify for Statutory Adoption Pay (SAP) when adopting your child in the UK you will need to:-</p> <ul style="list-style-type: none"> Have been continuously employed for at least 26 weeks into the week you have been notified of having been matched with your child; Have average earnings at least equal to the lower earnings limit for National Insurance contributions. Have provided a copy of your adoption matching certificate, or similar documentation that has been provided to you by the Adoption Agency that confirms you have been matched with your child, which includes the following information:- <ul style="list-style-type: none"> The name and address of the Adoption Agency; The date your child is expected to be (or was) placed for adoption; The date you were advised by the Adoption Agency that you had been matched with your child. 	<p>To qualify for Statutory Adoption Pay (SAP) when adopting your child from overseas, you will need to have:-</p> <ul style="list-style-type: none"> Continuously been employed for at least 26 weeks into the week you have been notified of having been matched with your child; Average earnings at least equal to the lower earnings limit for National Insurance contributions; Provided a copy of the official notification from the relevant UK authority that they agree you may adopt a child from overseas; Completed Form SC6 to confirm that you are claiming Statutory Adoption Pay and not Statutory Paternity Pay. www.hmrc.gov.uk/forms/sc6.pdf Provided evidence of your child's date of entry to the UK, such as a plane ticket or copies of entry clearance documents. A copy of these documents will be retained in your personnel file for our records. <p>Please note that Statutory Adoption pay cannot start until your child has entered the UK.</p>

Joint and Individual Adoptions

If you meet the relevant criteria and are adopting on an individual basis you will be eligible for Statutory Adoption Leave (SAL) and Statutory Adoption Pay (SAP).

Your partner (regardless of gender) may be eligible for Statutory Paternity Pay (SPP). If you are a couple adopting on a joint basis, you can choose who will take SAP and who will take SPP.

If you do not qualify for SAP you will be advised and we will provide you with a form SAP1 Non-Payment of Statutory Adoption Pay (SAP). <http://www.hmrc.gov.uk/forms/sap1.pdf>

Provision of Benefits during Adoption Leave

Adoption leave is made up of 26 weeks Ordinary Adoption Leave (OAL) followed by 26 weeks Additional Adoption Leave (AOL) and during both periods of leave you are entitled to the benefit of your normal terms and conditions of employment, except for terms relating to remuneration.

You will therefore remain entitled to the following:-

- Salary Review - if an annual salary review takes place whilst you are on adoption leave, your salary will be reviewed on the normal date;
- Annual Leave – you will continue to accrue annual leave (including Bank Holidays) whilst you are on adoption leave. Accrued holiday entitlement can be taken as follows:-
 - Take your accrued holiday leave prior to your adoption leave commencing;
 - Take your accrued holiday leave after your adoption leave;
 - Apply for your accrued holiday to be paid to you either :-
 - When you return from adoption leave (for holiday accrued up to your return to work date);
 - or*
 - At the end of your contractual holiday year, apply to be paid for holiday you have accrued (and not taken) in the same calendar year.

Maintaining reasonable contact and Keeping in Touch Days

Prior to your departure on adoption leave your Line Manager will meet with you to agree the level of contact you would like with the Company during your adoption leave, to discuss for example arrangements for your return to work, or keeping you up to date with any changes in the workplace.

You are also entitled to up to ten days work during your adoption leave period. These are called 'Keeping in Touch' (KIT) days. These can be particularly useful for things such as attending a training or team event but can be used for any form of work, with the aim to make it easier for you to return to work after your leave.

KIT days may be used consecutively, singularly, or in blocks, it is up to you and your Line Manager to agree how these will be used. Irrespective of the 'KIT hours' you work, even if it is an hour, you will have used up one of your KIT days.

If you decide take up to ten KIT days, your entitlement to Statutory Adoption Pay (SAP) is not affected. If however, you have used up all of your ten KIT days and you undertake any further work, you will lose a week's SAP for the week in which you worked.

Return to work - Notification of your return to work before your planned Return Date

Unless we are advised otherwise, we will assume that you will be taking your full entitlement of 52 weeks adoption leave.

If you wish to return to work before the planned return date, you need to provide your Line Manager with at least eight weeks' notice before your new return date.

If you return to work during or at the end of your Ordinary Adoption Leave (OAL), you are entitled to return to the same job on the same terms and conditions of employment as if you had not been away from work.

Should there have been any changes during this time, you will be offered a similar role on the same terms and conditions.

If you decide to take Additional Adoption Leave (AAL) and it is not reasonably practicable for you to return to the same job you will be offered:-

- A role that is suitable and appropriate;
- A role with terms and conditions which are no less favourable than those of your original role.

You should be aware that if you are offered a role that fulfils the criteria above and you unreasonably refuse the role, you will have effectively resigned.

You will be consulted on any proposed changes to your job during your Statutory Adoption Leave (SAL) in preparation for your return.

If you are unfortunately unable to return to work at the end of your adoption leave due to illness, you should advise your Line Manager as soon as possible. You will be asked to provide a medical certificate to cover this absence, so that you may qualify for statutory sick pay (SSP). If you do not provide certification for this time you may not be entitled to receive pay for this period and it will be deemed as unauthorised absence.

Returning to work where Parental Leave is taken immediately following Adoption Leave

If you qualify for parental leave you may take some of this leave following the end of your Statutory Adoption Leave (SAL).

If you return to work during, or at the end of your Ordinary Adoption Leave (OAL), you are entitled to return to the same job on the same terms and conditions of employment as if you had not been absent, if you meet both of the following criteria:-

- It is for four weeks or less;
- It has not been preceded by Additional Adoption Leave (AAL).

If parental leave is longer than four weeks, or you are requesting to take it following Additional Adoption Leave (AAL), the conditions applied to someone returning from AML will be applicable.

What if I do not wish to return to work after my Adoption Leave?

If you do not wish to return to work following your adoption leave, you need to provide your Line Manager with notice of this in writing in-line with your notice obligations in your contract of employment. This letter will be accepted as your resignation and annual leave and benefits (less salary) will accrue to the date of your resignation.

If your resignation is before the end of your Statutory Adoption Pay period you will continue to receive Statutory Adoption Pay until the end of the pay period, provided you have not commenced employment with another employer.

Joint and Individual Adoptions

If you are adopting jointly with a partner, you can choose who takes Statutory Adoption Leave (SAL) and who (regardless of gender), will take Statutory Paternity Leave (SPL). You cannot both take SAL or SPL.

If you are adopting as an individual, you will only be eligible to SAL, although your partner (regardless of gender) may be eligible for SPL.

If you meet the relevant statutory criteria and are adopting on an individual basis you will be eligible to Statutory Adoption Pay (SAP). Your partner (regardless of gender) may also be eligible for Statutory Paternity Pay (SPP). Where a couple is adopting on a joint basis, you can choose which partner will take SAP and which will take SPP.

Foster Parents Adopting a Child

If you are a foster parent you may be able to take SAL if you decide to adopt the child you are fostering if:-

- The child that you are fostering is matched with you for adoption by a UK adoption agency. (NB. Adoption via a court order does not count towards eligibility);
- The child is then actually placed with you for adoption.

The usual adoption notification and service criteria will apply.

The adoption leave will only relate to the actual placement for adoption, any period of foster caring will not count.

Foster parents do not have rights to parental leave but you may be able to request a flexible working pattern.

Special Guardianships

Statutory Adoption Leave is not available to special guardians.

Surrogacy

If you become a parent through an arrangement with a surrogate mother you would not normally be entitled to Statutory Adoption Leave.

However, on becoming a parent you may be able to take parental or dependency leave, if you meet the qualifying.

Alternatively if you do not qualify for parental leave, it is recommended you discuss taking annual leave with your Line Manager.

Step Parents

Step parents who are adopting a child but have not been matched by an adoption agency, will not usually qualify for SAP but the partner of an adopter may be entitled to OSPP (Ordinary Statutory Paternity Pay) and paternity leave.

Paternity Leave

Statutory Paternity Leave

If you intend to take paternity leave and have 26 weeks continuous employment at the Qualifying Week (or in the case of adoption at the end of the week you are notified you have been matched with your child), you are entitled to one or two consecutive weeks paid paternity leave.

This leave can commence on any day of the week, on or following your child's birth date, or in the case of adoption from when the child has been placed with you for adoption. It must be completed within eight weeks (56 days) of the actual date of the birth of your child, or in the case of adoption from the actual date of adoption placement.

You may take either one or two complete weeks leave. This must be taken in a single block i.e. you may not take two non-consecutive weeks of paternity leave.

Additional Paternity Leave

Additional paternity leave allows eligible employees to take up to 26 weeks leave to care for their new child. This leave and pay is only available for qualifying employees where the parent of the child has returned to work.

Additional paternity leave can commence any time from 20 weeks after your child has been born up to your child's first birthday, or in the case of adoption, any time from 20 weeks after your child was placed with you for adoption (or entered the UK in the case of overseas adoptions) and one year after your child was placed or adoption.

A minimum of two weeks and a maximum of 26 continuous weeks leave can be taken.

To qualify for additional paternity pay you need to satisfy the following conditions:-

Birth Parents	Adoptions
<ul style="list-style-type: none"> Be the father of the baby and/or the spouse civil partner or partner (including same sex partner) of a woman who is due to give birth; Have or expect to have, the main responsibility for the baby's upbringing, apart from any responsibility of the mother; Have at least 26 weeks continuous employment at the qualifying week – the 15th week before the expected week of childbirth; Be taking the time off to care for your baby. <p>Your baby's mother must also:-</p>	<ul style="list-style-type: none"> Your child starts living with you/is placed for adoption (for UK adoptions); Arrives in the UK from overseas (for overseas adoptions). Be the spouse, civil partner or partner (including same-sex relationships) of the adopter taking adoption leave; You did not take statutory adoption leave or pay; You have at least 26 weeks continuous employment at the end of the week you are notified you have been matched with your child, or for overseas adopters, this must be

<ul style="list-style-type: none"> • Be entitled to statutory maternity leave, statutory maternity pay or maternity allowance; • Return to work at least two weeks after the child's birth but with at least two weeks of unexpired statutory maternity leave entitlement remaining; • Have returned to work and is no longer claiming statutory maternity pay or maternity allowance. However, any subsequent period of leave following the mothers return to work does not affect entitlement to additional paternity leave or pay. <p>You are only entitled to one period of additional paternity leave regardless of the number of children resulting from a single pregnancy.</p>	<p>before your child entered the UK;</p> <ul style="list-style-type: none"> • Confirm that you have the main responsibility (apart from the adopter) for the care of your child; • You will be taking time off to care for your child. <p>For overseas adoptions, you must also:-</p> <ul style="list-style-type: none"> • Have received official notification relating to the adoption; • Have or expect to have, main responsibility for the child's upbringing (apart from the co-adopter). <p>Your baby's co-adopter must also:-</p> <ul style="list-style-type: none"> • Be entitled to adoption leave or pay; • Have returned to work and is no longer claiming adoption leave or pay. However any subsequent period of leave following the co-adopters return to work does not affect entitlement to additional paternity leave or pay. <p>You are only entitled to one period of additional paternity leave, regardless of the number of children matched at the same time, or adopted from overseas, as part of the same arrangement.</p>
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Notification - Statutory Paternity Leave

Birth Parents	Adoptions
<p>You must give notice in writing to your Line Manager by the end of the 15th week before the EWC stating:-</p> <ul style="list-style-type: none"> • the expected week of the baby's birth; • the length of statutory paternity leave you wish to take; • the date on which you intend to commence paternity leave. <p>Your request should be made on an SC3 form available from the HMRC website: http://www.hmrc.gov.uk/forms/sc3.pdf which you should submit to your Line Manager.</p> <p>You will then be asked to provide evidence of your eligibility to this entitlement (and additional paternity leave, if applicable) by either:-</p>	<p>You must give notice in writing to your Line Manager within seven days of being told by the Adoption Agency that you have been matched with your child of:-.</p> <ul style="list-style-type: none"> • The expected week of matching; • The length of statutory paternity leave you wish to take; • The date on which you intend to commence paternity leave. <p>Your request should be made on an SC4 form available from the HMRC website: www.hmrc.gov.uk/forms/sc4.pdf which you should submit to your Line Manager.</p>

<ul style="list-style-type: none"> Your child's birth certificate; If you are claiming additional paternity leave we would also request the name and address of the mother's employer, or their business address if they are self-employed. <p>Once all of this information has been received you will receive confirmation in writing from that you are eligible to take paternity leave and you should ensure that we are kept advised of the exact date your paternity leave commences.</p>	<p>You will then be asked to provide evidence of your eligibility to this entitlement (and additional paternity leave, if applicable) by either:-</p> <ul style="list-style-type: none"> The notification from the adoption agency, including the name and address of the agency; The date on which you were notified of having been matched for adoption and the date that the agency is expecting the placement to begin; The official notification from the relevant domestic authority (usually the Department for Education in England or the Welsh or Scottish Ministers) and documentation proving that your child entered Great Britain; If you are claiming additional paternity leave we would also request the name and address of the co-adopter's employer, or their business address if they are self-employed. <p>Once all of this information has been received you will receive confirmation in writing that you are eligible to take paternity leave and you should ensure that we are kept advised of the exact date your paternity leave commences.</p>
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Additional Paternity Leave

Birth Parents	Adoptions
<p>To qualify for additional paternity leave from work you must provide certain information:-</p> <ul style="list-style-type: none"> At least eight weeks before the start of the leave you must provide written notification of the date additional paternity leave is due to begin on form SC7. This form can be found on the following website: www.hmrc.gov.uk/forms/sc7.pdf <p>You must sign this form to confirm:-</p> <ul style="list-style-type: none"> The purpose of the leave is to care for your child; You are the father of the child and/or the spouse, civil partner or partner (including same sex partner) of your child's mother; You have, or expect to have, main responsibility for the upbringing of your child apart from the mother. 	<p>To qualify for additional paternity leave from work you must provide certain information:-</p> <p>At least eight weeks before the start of the leave you must provide written notification of the date additional paternity leave is due to begin:-</p> <ul style="list-style-type: none"> Form SC8 (for UK adoptions): http://www.hmrc.gov.uk/forms/sc8.pdf Form SC9 (for overseas adoptions): http://www.hmrc.gov.uk/forms/sc9.pdf. <p>You must sign the relevant form to confirm:-</p> <ul style="list-style-type: none"> The purpose of the leave is to care for your child; You are the spouse, civil partner or partner (including same sex partner) of your child's co-adopter;

<p>The child's mother must also provide a signed declaration stating:-</p> <ul style="list-style-type: none"> • Their name, address (including postcode) and National Insurance number; • They have notified their intention to return to work to their employer and the date of their intended return to work; • They were eligible for statutory maternity pay or maternity allowance; • The date their statutory maternity pay or maternity allowance period started (if applicable); • In all other cases you are the father of the child or the spouse, partner or civil partner of the child's mother and have main responsibility for the up-bringing for the child, apart from its mother and that you are the only person to take additional paternity leave or pay in respect of your child; • That you consent to the Company processing the information you have provided in your notification documentation. 	<ul style="list-style-type: none"> • You have, or expect to have, main responsibility for the upbringing of your child apart from the co-adopter's responsibility and have been matched for adoption. <p>Your co-adopter must also provide a signed declaration stating:-</p> <ul style="list-style-type: none"> • Their name, address (including postcode) and National Insurance number; • They have notified their intention to return to work to their employer and the date of their intended return to work; • They were eligible for statutory adoption leave or pay; • The date their statutory adoption pay period started (if applicable); • In the case of UK adoptions, that you are their spouse, partner or civil partner and have been jointly matched for adoption; • In all other cases you are the co-adopter of the child or the spouse, partner or civil partner of the child's co-adopter and have main responsibility for the up-bringing for the child and are the only person to take additional paternity leave or pay in respect of your child; • That you consent to the Company processing the information you have provided in your notification documentation.
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Changing the date of your Additional Paternity Leave

You must provide at least six weeks' notice if you wish to change the date of your additional paternity leave, or if you no longer wish to take it. If you do not provide this notice we retain the right to require you to keep to the original date, however we will check that you still meet the qualifying conditions for additional paternity leave during this period.

If you find that you are no longer eligible to additional paternity leave, for example; because your partner has not returned to work, or because you will not be caring for your child, you must advise us as soon as possible.

Statutory Paternity Pay

Statutory paternity pay is paid at the same rate as statutory maternity pay.

During additional paternity leave you are entitled to the benefit of your normal terms and conditions of employment. Refer to Provision of Benefits in both the Maternity and Adoption sections above.

Maintaining Reasonable Contact and Keeping in Touch Days

During your paternity leave it is often helpful to keep in touch with your Line Manager and the work environment. Refer to Keeping in Touch in both the Maternity and Adoption sections above.

Return to Work

You must provide at least six weeks' notice if you wish to change your return date. If you do not provide this notice we retain the right to require you to keep to the original date. However, we will check that you still meet the qualifying conditions for additional paternity leave and payments during this period.

You are entitled to return to the same job following additional paternity leave on the same terms and conditions of employment as if you had not been away from work.

Should there have been any changes during this time, you will be offered a similar role on the same terms and conditions.

If you advise the Company that you do not wish to return to work after your period of additional paternity leave, you need to provide your Line Manager with notice of this in writing in-line with your notice obligations in your contract of employment. This letter will be accepted as your resignation and annual leave and benefits (less salary) will accrue to the date of your resignation.

Parental Leave

You are entitled to 18 weeks' unpaid parental leave if:-

Birth Parents	Adoptions
<ul style="list-style-type: none"> If you have responsibility for a child and have been employed for a year or more <i>or</i>; You have responsibility for a child and are the child's parent; The child is under five or 18 in special circumstances. 	<ul style="list-style-type: none"> You are the named person on your child's adoption certificate; You have been continuously employed for a year or more; The child is under five or 18 in special circumstances.

When leave can be taken?

Subject to the notification requirements set out below, leave can be taken at any time from 18 weeks up to the child's 5th birthday (or 18 weeks to the 18th birthday for a child who qualifies for disability living allowance), or in the case of adoption any time between 18 weeks up to their 18th birthday or 5th anniversary of their adoption, whichever comes first.

Unless we agree otherwise, or the child is disabled, leave must be taken in blocks of a week and you may not take any more than four weeks' parental leave in any 12-month period.

Notification Requirements

In order to exercise your entitlement to parental leave you must:-

Birth Parents	Adoptions
<ul style="list-style-type: none"> Provide evidence of your responsibility for the child. If you are the child's parent you should produce your child's birth certificate where you are named; your child's date of birth and your child's entitlement to disability living allowance, if applicable. Give at least 21 days' notice of when any period of parental leave is to begin and the intended duration of such leave. If leave is to be taken at the time of childbirth you should also give at least 21 days' notice of the expected week of childbirth. 	<ul style="list-style-type: none"> Provide confirmation of your child's adoption and the date of placement; The award of disability living allowance for your child, if applicable; Given at least 21 days' notice of when any period of parental leave is to begin and the intended duration of such leave. If leave is to be taken at the time of placement for adoption you should also give at least 21 days' notice of the date of placement.

Postponement of Leave

Unless parental leave is to be taken at the time of childbirth/adoption, we may postpone your parental leave for up to six months, if we consider that the operation of our business would be unduly disrupted if you were to take your intended leave.

Should postponement be necessary, we will consult with you about a convenient date for you to take your leave within the next six months. We will then write to you (within seven days of your notice of leave being given) confirming the reason for the postponement and the date when it has been agreed that your leave can be taken.

Any leave postponed, the Company will suggest a new date (within six months of your original requested start date) and the amount of leave requested will not be varied.

Shared Parental Leave Policy

Introduction

The Shared Parental Leave regulations provide an opportunity for parents to take advantage of additional flexibility in the way they choose to care for a new arrival to the family.

Brief outline of terms:-

Mother	The woman who gives birth to a child or the adopter (the adopter means the person who is eligible for adoption leave and/or pay. They can be male or female).
Partner	The child's biological father or the partner or the mother/adopter. This can be a spouse, civil partner; or a partner who is living in an enduring relationship with the mother and the child.
SPL	Shared Parental Leave.
ShPP	Statutory Shared Parental Pay.
Continuous Leave	A period of leave that is taken in one block e.g. four weeks leave.
Discontinuous Leave	A period of leave that is arranged around weeks where the employee will return to work e.g. an arrangement where an employee will work every other week for a period of three months.
SPLIT Day	Shared Parental Leave in Touch Day.

Eligibility

You may be entitled to Shared Parental leave (SPL) and Statutory Shared Parental Pay (ShPP) if:-

- Your baby is due on or after 5th April 2015
- You adopt a child on or after 5th April 2015

If you are eligible and you or your partner end maternity or adoption leave and pay (or Maternity Allowance) early you can:-

- Take the rest of the 52 weeks of leave (up to a maximum of 50 weeks) as Shared Parental Leave (SPL);
- Take the rest of the 39 weeks of pay or Maternity Allowance (up to a maximum of 37 weeks) as Statutory Shared Paternity Pay (ShPP).

It may be that only one parent is eligible to SPL and ShPP, which means that the leave cannot be shared, however if you are eligible you can use SPL to book your leave in separate blocks even if your partner cannot share it.

You	Your Partner
<p>To qualify you must share the care of the child with either:-</p> <ul style="list-style-type: none"> Your husband, wife, civil partner or joint adopter; The child's other parent; Your partner (if they live with you and the child). <ul style="list-style-type: none"> Have been employed for at least 26 weeks by the end of the 15th week before the due date (or the date you are matched with your adopted child); Be employed by the same employer while you take SPL; You and your partner must be eligible for Maternity Pay or Leave or Maternity Allowance or Adoption Pay or Leave. 	<ul style="list-style-type: none"> During the 66 weeks before the baby is due you must have worked at least 26 weeks (they do not have to be consecutive); Have earned at least £30 a week (as of 2015) on average in any 13 weeks. Be employed, self-employed or an agency worker.

You will also qualify for ShPP if one of the following applies:-

- You qualify for Statutory Maternity Pay;
- You qualify for Statutory Paternity Pay and have a partner who qualifies for Statutory Maternity Pay or Maternity Allowance or Statutory Adoption Pay.

When leave can be taken?

You and your partner can only started SPL once your child has been born or adopted. The mother or adopter must have either:-

- Ended any Maternity or Adoption Leave by returning to work;
- Provided notice in writing of the day that you intend to return to work;
- Ended Maternity Pay or Maternity Allowance.

You must provide at least EIGHT weeks' notice to end your Maternity or Adoption pay or in the case of Maternity Allowance have notified Jobcentre Plus.

You can commence your SPL while your partner is still on Maternity or Adoption Leave, as long as you have provided notice in writing of your intention to return to work.

As with Maternity Leave, you cannot return to work before the end of the compulsory two weeks of maternity leave following the birth of your baby (or four weeks in the case of factory working).

Subject to the notification requirements set out below, SPL and ShPP must be taken between the baby's birth and first birthday (or within one year of adoption).

You can start SPL If you are eligible and you or your partner end Maternity or Adoption Leave or pay (or Maternity Allowance) early. The remaining leave will be available as SPL and the remaining weeks of pay will be available as ShPP.

You can share the leave with your partner if they are also eligible for SPL and choose how much leave each of you will take.

SPL can:-

- Start on any day of the week;
- Only be taken in complete weeks;
- Be taken in up to three separate blocks (unless we agree otherwise that you can split these into shorter periods of at least a week);
- Each notice to book SPL can be either for a ‘continuous’ block or multiple ‘discontinuous’ blocks.

Notification Requirements

In order to exercise your entitlement you must provide the following written notice of your entitlement to SPL and ShPP including:-

Your Eligibility	Your Partners Eligibility
<ul style="list-style-type: none"> • Your partners name; • Start and end dates for maternity or adoption leave and pay; • The total amount of SPL and ShPP available and how much you and your partner intend to take; • Confirmation that you are sharing childcare responsibility with your partner. 	<ul style="list-style-type: none"> • You must provide a signed declaration from your partner stating:- • Their name, address and National Insurance number; • Confirmation that they satisfy the qualifying criteria for SPL and ShPP; • That they are in agreement to you taking SPL and ShPP.

Following receipt of this information we may inform you (within 14 days) that we require you to provide additional information in the form of; a copy of the child’s birth certificate and/or the name and address of your partner’s employer. Should this information be required, you are obliged to provide this within 14 days from receipt of the request.

You are required to provide your Line Manager with at least eight weeks’ notice of any leave you wish to take, however should your child be born more than eight weeks early this notice period can be shorter.

Shared Parental Pay

The amount of ShPP paid is the same as the weekly rate of Statutory Maternity Pay (SMP) except that the first six weeks is paid at 90% of average weekly earnings (before tax).

ShPP is paid at the same time your normal salary would be paid i.e. monthly and is subject to deductions for tax and national insurance.

Provision of benefits during Shared Parental Leave

During SPL you are entitled to the benefit of your normal terms and conditions of employment, except for terms relating to remuneration (which will be paid in-line with ShPP payments). You will therefore remain entitled to the following:-

- Salary Review - if an annual salary review takes place whilst you are on SPL, your salary will be reviewed on the normal date;
- Annual Leave – you will continue to accrue annual leave (including Bank Holidays) whilst you are on SPL. Accrued holiday entitlement can be taken as follows:-
 - Take your accrued holiday leave prior to your SPL leave commencing;
 - Take your accrued holiday leave after your SPL;
 - Apply for your accrued holiday to be paid to you either :-
 - When you return from SPL (for holiday accrued up to your return to work date);
 - or*
 - At the end of your contractual holiday year, apply to be paid for holiday you have accrued (and not taken) in the same calendar year.

What if I wish to change my mind about Shared Parental Leave?

You may wish to change your decision to end maternity or adoption leave early if:-

- Your planned end date has not passed;
- You have not already returned to work;
- You find out during the eight week notice period that neither you nor your partner are eligible for SPL or ShPP;
- The mother or adopter's partner has died.

Shared Parental Leave in touch (SPLIT) days

You and your partner can both work up to 20 days during SPL. These are called 'shared parental leave in touch' (or SPLIT) days and can be particularly useful for things such as attending a training or team event but can be used for any form of work, with the aim to make it easier for you to return to work after your leave.

These days can be used consecutively, singularly, or in blocks, it is up to you and your Line Manager to agree how these will be used. Irrespective of the 'SPLIT days' you work, even if it is an hour, you will have used up one of your SPLIT days.

These days are in addition to your normal ten 'keeping in touch' (KIT) days which are already available to you under your maternity/adoption leave.

What if I do not wish to return to work after my Shared Parental Leave?

If you do not wish to return to work following your Shared Parental leave, you need to provide your Line Manager with notice of this in writing, in-line with the notice obligations in your contract of employment. This letter will be accepted as your resignation and annual leave and benefits (less salary) will accrue to the date of your resignation.

Dependents Leave

Everyone, regardless of their length of service, has the right to take reasonable time off to manage emergencies involving a dependent. Dependents are classed as a spouse, partner, child, parent or anyone for whom you may have responsibility for in terms of their health, safety and welfare.

You must inform your Line Manager as soon as is possible if you need to take time off.

Examples of emergencies include:-

- Looking after a dependent who is ill or injured;
- Death of a dependent;
- Dealing with an unexpected incident involving a child at school;
- To make care arrangements.

Other Types of Leave

If you qualify for statutory time off, you will be permitted to take reasonable time off for public duties to attend meetings or conduct your duties for example:-

- **Territorial Army:** If you serve in the Territorial Army or Auxiliary Services you will be allowed one week's unpaid leave of absence in addition to your annual holiday entitlement, to attend annual training as required under the terms of military or other similar services.

Should your annual training exceed one week in duration, the additional period must be taken from your annual holiday entitlement.

- **Jury Service:** When you receive notification from the Court that you are required to attend as a Juror, you should inform and discuss this in the first instance with your Director. The Court will provide you with a 'Certificate of Loss of Earnings or Benefit' form which you should pass to your Director for completion.

This form will confirm that you are claiming for the maximum amount to which you are entitled in respect of loss of earnings, the Company will then make up the difference between this sum and your normal weekly pay, excluding overtime. Any expenses that you incur during your Jury Service, which you claim and have been reimbursed to you by the Courts should be retained by you.

If you report for jury service but are not called upon to serve on any particular day, you are expected to attend work if it is reasonably practicable to do so in the time available.

Should you be on maternity/adoption leave or long-term sick when you receive notification from the Court for attendance you should refer directly to the Court to explain your situation.

This process only applies if you are required to attend court as a Juror and does not apply if you are attending court for any other reason i.e. pursuing a case privately through the Court.

Any time taken must be agreed in advance with your Line Manager. Advise them of the expected period of absence and provide them with details of the reason for the request. Where possible you should supply supporting documentary information. We reserve the right to refuse any request where time is taken without prior agreement. The time granted will be dependent upon what your duties are, the time needed to carry these out, the impact your absence will have on our business and any time you may have requested in the past for such duties. Payment for time taken will be at our discretion.

Court appearance as a Witness

Where you are called upon to give evidence as a witness you should discuss this with your Line Manager and provide supporting documentation.

Compassionate Leave

Sympathetic consideration will be given to everyone needing to take time off work because of the death of a close relative, generally a direct member of your family and we will allow you to take up to three days' paid compassionate leave. You may be granted additional leave depending on the circumstances at the discretion of your Line Manager.

Time off for Ante-natal Appointments

If you are the husband, civil partner or partner of the pregnant woman, you have the right to unpaid time off to attend up to two ante-natal appointments.

Flexible Working Requests

Under the Employment Rights Act 1996 and associated regulations, you have a statutory right to make a flexible working request if you meet the following qualifying criteria:-

- Are an employee;
- Have worked continuously for us for at least 26 weeks on the date you make your request;
- Have not made any other statutory request for flexible working in the past 12 months.

In the event of an application being made, the regulations provide a procedure which must be followed:-

You must make a written application (addressed to your Line Manager), which should contain the following information:-

- a) Confirmation that your request is being made under the statutory right to request flexible working;
- b) Outline the proposed changes to working conditions and the proposed start date;
- c) Consider what effects these changes may have on the business and explain in your opinion how these may be dealt with and/or accommodated;
- d) State whether a previous application for flexible working been submitted and if so, on what date.

A meeting will be arranged with you as soon as possible following receipt of your application, you will be advised if it is anticipated there may be a delay in arranging this meeting.

You may, should you wish, be accompanied at this meeting, your chosen Companion may be either: -

- a work colleague (not a contractor) or;
- a full-time official employed by a trade union; or a lay official, as long as they have been certified in writing by their Union as being competent.

Should you be unable to attend the meeting on the scheduled, date then an alternative date will be arranged. If however, you do not attend either meetings without a valid reason, the Company can by law deem that your request for flexible working has been withdrawn.

All requests will be given careful consideration, reviewing the benefits of the requested changes for both parties and weighing these against any adverse business impact of agreeing to the changes.

Following consideration, you will be advised in writing, of our decision to either:-

- Accept the request, agree the start date and any other necessary actions;
- Confirm a compromise position. For example; a trial or temporary period, where it is not clear whether the arrangements requested are sustainable, or may impact on other flexible working requests.
- The request is rejected. If an application is rejected you will be given clear business reasons why this is the case. Such reasons may include:-
 - The burden of unacceptable additional costs;
 - Detrimental effects on the business e.g. quality or customer care;
 - Inability to reorganise work amongst other employees;
 - Planned structural changes.

Should your request be refused and you believe that there is new information which was not available to the Company when the original decision was made, you may appeal against this decision in writing.

An appeal meeting will be arranged as soon as practicable (but no longer than three months from the date of your original application) and you will be advised of any delays. Should your appeal be heard at an appeal meeting you may, should you wish, be accompanied by a companion (as above).

Please be aware that appeals do not have to be dealt with face to face and that a decision may be communicated to you in writing or by telephone.

Where an application is approved this will mean a permanent change to your employment contract which will be confirmed to you in writing. You will not have a statutory right to request another variation in contractual terms for a period of 12 months.

Should a compromise decision be made, for example; to agree the changes on a short-term or temporary basis, you will revert to your old terms and conditions of employment following the agreed period.

Where a short-term change is agreed, for example; for a short period of study the company reserves the right to consider allowing you to revert back to your original terms and conditions of employment following the cessation of the agreed change.

Bullying and Harassment Policy

Purpose

We are committed to ensuring that we are able to provide a working environment which is harmonious and acceptable to all. We recognised that harassment in the workplace, in any form is unacceptable.

We are committed to ensuring that our employees are protected from unlawful harassment, discrimination, victimisation or bullying. Anyone who believes that they are being subjected to such treatment must remove themselves from the situation immediately and report it to their Line Manager. The matter will be dealt with promptly, confidentiality, fairly and respectfully.

We will prevent any employee who has taken action against discrimination, harassment or bullying being subject to victimisation and will take prompt action to deal with such situations.

Disciplinary action, including dismissal, will be taken against those failing to fulfil their responsibilities under this Policy.

We acknowledge that third parties who are not our employees may undertake unlawful harassment, discrimination, victimisation and/or or bullying and we will not permit or condone such behaviour. In such situations, where we are in a position to control it we will take the most appropriate action.

Harassment

The Equality Act 2010 defines harassment as *‘unwanted conduct related to a relevant protected characteristic, which has the purpose or effect of violating an individual’s dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual.’*

Examples of harassment or bullying behaviour include (but are not limited to):-

- Derogatory remarks;
- Insensitive jokes or pranks;
- Insulting or aggressive behaviour;
- Ignoring or excluding an individual;
- Setting unrealistic deadlines;
- Public criticism;
- Substituting responsible tasks with menial or trivial ones;
- Withholding necessary information;
- Constantly undervaluing effort.

The actions listed above must be viewed in terms of the distress they cause the individual. It is the perception of the recipient that determines whether any action or statement can be viewed as harassment or bullying.

Sexual Harassment

Sexual harassment is any behaviour, which is to the detriment of an employee who suffers injury to feelings or assault because of their sex or sexual orientation. Sexual harassment takes many forms, from relatively mild sexual banter to actual physical violence.

Examples of sexual harassment include (but are not limited to):-

- Insensitive comments and pranks;
- Lewd comments about appearance;
- Unnecessary body contact;
- Displays of sexually offensive material;
- Physical violence;
- Requests of sexual favours;
- Speculation about a person's private life and sexual activities;
- Threatened or actual sexual violence;
- Threat of dismissal or loss of promotion for refusal of sexual favours.

Employees may not always realise their behaviour constitutes sexual harassment and you should recognise that what is acceptable to one person may not be acceptable to another. Sexual harassment is unwanted behaviour of a sexual nature by one employee towards another.

Racial Harassment

Racial harassment comprises of any behaviour which is to the detriment of an employee and which is based on the grounds of colour, race, nationality, ethnic origin and national origin. Racial harassment can also take on many forms, from relatively minor abuse to actual physical violence.

Examples of racial harassment include (but are not limited to):-

- Insensitive jokes related to race;
- The use of patronising words, or actions towards an individual for racial reasons, including name calling, insults and racial jokes;
- Pranks;
- Abusive, threatening or insulting words or behaviour;
- Physical assault or abuse against a person or group of people because of their race, colour, nationality or ethnicity;
- Displaying abusive words or pictures;
- Racist graffiti or any other written insults or the distribution of racist literature;
- Deliberate exclusions from conversations.

Bullying

Bullying is not specifically defined in law, however ACAS (Advisory, Conciliation & Arbitration Service) provide the following definition: *'Bullying may be characterised as offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means intended to undermine, humiliate, denigrate or injure the recipient'*.

Examples of bullying include (but are not limited to):-

- **Emotional:** Being deliberately unkind, shunning or excluding another person from a group or tormenting them. For example; forcing another person to be 'left out' of a conversation or activity, passing notes about others or making fun of another person.
- **Physical:** Pushing, scratching, spitting, kicking, hitting, biting, taking or damaging belongings, tripping up, punching or using any other sort of violence against another person.
- **Verbal:** Name-calling, put-downs, ridiculing or using words to attack, threats or insults. For example; spreading rumours or making fun of another person's appearance.

- **Psychological:** Behaviour likely to instil a sense of fear or anxiety in another person.
- **Racist:** Racial taunts, graffiti or gestures.
- **Sexual:** Unwanted physical contact or sexually abusive comments.
- **Homophobic:** Because of, or focusing on, the issue of sexuality.
- **Cyber:** Any of the above forms of bullying through use of the internet (emails, social networking sites and internet chat rooms), mobile phones (text messaging and calls) and the misuse of camera phones and video facilities.

These examples are not exhaustive. Everyone has a responsibility to consider their behaviour, the language or phrases they use at work and the impact that this may have on others.

Procedure

Everyone has a duty to inform their Line Manager in the first instance. Whether you feel that you are a victim of, or a witness of any incident(s) that could constitute unlawful harassment, discrimination, victimisation or bullying.

Should however, your complaint be against your Line Manager you should address your concerns to another appropriate member of the management team.

All matters will be viewed seriously and treated confidentially and dealt with in-line with our Grievance Policy.

Equally we will recognise the sensitive nature of any complaints of sexual harassment by allowing female employees who wish to discuss such complaints in confidence, to do so, by confiding in a female manager and male employees requesting a male manager.

Informal Procedure

If possible, the person who is harassing, victimising, discriminating and/or bullying should be told by the individual who is subject to this behaviour that this is offensive or unwanted and must stop. A Line Manager can act as a witness when this approach is made. Alternatively, the Line Manager can speak to the person against which the allegations are being made. In many cases, this may be sufficient to ensure that the situation is dealt with.

Formal Procedure

Where an informal approach fails, you choose not to use it, or you consider the issue is sufficiently serious, a formal complaint should be made in writing. Our Grievance Policy and process should be followed and you should describe the complaint and/or incident(s) as fully as possible.

Grievance Policy

Purpose

The purpose of this policy is to provide a clear and transparent framework for dealing with difficulties which may arise in the work environment. It promotes fairness and consistency in the treatment of employees in the workplace, by providing clear points of contact and timescales to resolve issues of concern.

Whilst this is not a contractual policy, it does contain certain statutory (legal) rights.

We will seek to ensure that this policy is applied consistently to everyone, regardless of race, religion, ethnic origin, nationality, marital status, gender, sexual orientation, age, disability or political belief.

Where a disabled individual is involved in this procedure, we will co-operate with them to consider any reasonable adjustments required for the meeting, to ensure they are not materially disadvantaged in any way.

If you become aware of a serious issue or a wrong doing by another employee(s), these may be dealt with using the Whistle-blowing policy, please refer to the relevant Section in this Policy Manual.

Informal Procedure

You are invited to discuss the matter informally with your Line Manager in the first instance.

Your Line Manager will meet with you to discuss the matter and to attempt to find a satisfactory solution. Your Line Manager will keep a record that this discussion took place and provide you with a copy.

Only after this informal route has been exhausted is it appropriate to raise a Grievance under the Formal Procedure.

If your Grievance relates directly or indirectly to your Line Manager and it is inappropriate for you to discuss the matter with them directly, then you may raise your Grievance using the Formal Procedure, without following the Informal Procedure first.

If you have difficulty in putting your Grievance in writing, you should discuss this with your Line Manager (or another appropriate manager) who will be able to organise support.

Formal Procedure

If a satisfactory solution has not been reached using the Informal Procedure you should submit your Grievance in writing (a Statement of Grievance) to your Line Manager or another manager, if your own Line Manager is the subject of your Grievance.

You should confirm the following in your Statement of Grievance:-

- That you are initiating the Formal Grievance procedure;
- The nature and detail of your Grievance;
- The persons involved;
- Your desired outcome;
- Enclose all documents and evidence you may wish to refer to.

Investigation

Prior to any Grievance hearing, a full investigation may be undertaken. This will be influenced by the nature of the Grievance, as in some cases initial fact-finding may be appropriate before the Grievance hearing is arranged. The investigation will be confined to establishing the facts of the Grievance but may include taking statements from other employees who could provide evidence on the matters raised.

Any relevant witnesses will be interviewed and written notes will be taken. Full details of information and witness statements being referred to in the Grievance hearing will be made available to you, in advance of the Grievance hearing. In certain circumstances (for example to protect a witness or whistle-blower) certain information may need to be withheld.

Hearing

Following the investigation you will be provided with a minimum of five working days' notice in writing of the date, time and location of the Grievance hearing.

Full details of information and witness statements being referred to at this hearing will also be sent to you. Should you have any documents or evidence that you wish to refer to, or rely on, these should be submitted to the manager chairing the hearing, at least four working days before the Grievance hearing. If you are unable to comply with this timeframe you should inform the manager chairing the hearing as soon as possible.

All employees implicated or involved in the Grievance, including the employee raising the Grievance and the employee who is the subject of the Grievance (if appropriate), will receive any document(s) and/or statement(s) that have been produced in advance of the hearing.

This information should remain strictly confidential and must not be shared with any other employee except your nominated Companion. Any employee in breach of this provision may be subject to disciplinary action.

The Grievance hearing will take place, wherever possible within ten working days of receipt of your Grievance, although in certain circumstances this may be extended (for example due to the complexity of the case, or where a manager(s) or witness(s) is unavailable), you will be advised of any delay and of the possible timescale involved. You should take all reasonable steps to attend this hearing.

You will be advised who is to Chair the hearing, this may be either a Line Manager, or, where appropriate an alternative manager, accompanied by an appropriate person who will take notes and support the process.

Where appropriate, the Chair may invite other parties/employees to attend the hearing where their evidence may be helpful in considering the Grievance.

Where witnesses are to be called, you will be informed and invited to confirm whether you intend calling witnesses at the hearing. If so, you will be required to disclose the name(s) of your witness(es) in advance. At the Grievance hearing you will be permitted to respond to any evidence raised by a witness but not permitted to cross examine witnesses.

You have a statutory (legal) right to be accompanied at any formal meeting, your chosen Companion may be either: -

- a work colleague (not a contractor) or;
- a full-time official employed by a trade union; or a lay official, as long as they have been certified in writing by their Union as being competent (i.e. having experience of, or having received training in acting as a Companion at Grievance, Disciplinary or Capability hearings).

The Companion can address the hearing to put and sum up your case, respond to any views expressed at the meeting and confer with you during the hearing. The Companion does not have the right to answer questions on your behalf, address the hearing if you do not wish it, or prevent you from explaining your case.

To exercise your statutory right to be accompanied you must make a 'reasonable' request (this does not have to be in writing) and prior to the hearing you should advise the Chair who you have chosen as your Companion. If a Companion is unavailable on the scheduled date of the hearing, you may request a postponement of up to five working days, subject to you proposing a reasonable alternative time and date within five working days of the original date set for the hearing (the 'postponement period'). It is your responsibility to ensure that your chosen Companion is available and to make alternative arrangements if they remain unavailable.

You are entitled to reasonable time during working hours to meet with your chosen Companion prior to any hearing. Time away from your normal duties for these purposes should be agreed in advance with your Line Manager.

At the hearing you will be given the opportunity to provide a full explanation of the issue(s) causing concern and have an opportunity to respond to any evidence presented. You will be encouraged to speak freely and provide any evidence that will support your Grievance and make recommendations for remedy.

It may be appropriate for the Chair to look at further evidence where new or contradictory information has been presented and the situation is still unclear, if this is the case it may be necessary for the Chair to undertake further enquiries, therefore the Grievance hearing may be adjourned to another date/time until this is complete.

Once your Grievance has been heard, the Chair will summarise the main points, this will provide structure to the hearing and ensure that points have not been missed. The hearing will then be adjourned for a sufficiently reasonable amount of time in order for the Chair to consider their decision and the most appropriate course of action.

The hearing will be reconvened and the Chair will summarise the key points and explain their decision. If your Grievance is upheld, in full or in part, the Chair will recommend appropriate action(s) needed to resolve the Grievance. If the Chair considers there will be any undue delay in reaching a decision this will be communicated to you at the hearing.

The decision will be confirmed to you in writing within five working days of the Grievance hearing and you will be provided with a copy of the minutes taken. A record of this Grievance hearing and associated documentation will be filed on your personal file. If any notes have been taken by you, or your Companion, a copy of these should be given to the Chair. We reserve the right to maintain absolute confidentiality in relation to any action that is taken against any employee, or any other action taken as a result of your Grievance and you do not have any entitlement to this information unless the action directly relates to you.

Should disciplinary action be necessary, the Company disciplinary process will be invoked and the full process will be followed, including a separate investigation, the Grievance panel are not at liberty to impose penalties.

Appeal

If you disagree with the outcome of your Grievance hearing you may appeal. You should do this in writing, within five working days of the date of the letter advising you of the outcome, addressed to the person advised in this letter as being responsible for any subsequent appeal hearing.

You should clearly state in your letter the grounds for your appeal and why you disagree with the decision, it is not sufficient to reiterate your original Grievance.

The Appeal hearing should take place, wherever possible, within ten working days of the date of the appeal letter, although in certain circumstances this may be extended (for example where the hearing manager is unavailable), you will be advised of any delay.

You must take all reasonable steps to attend this hearing. You have the right to request a Companion to accompany you at the appeal hearing (refer above).

The person hearing your Appeal will have been provided with all relevant information and evidence prior to the appeal hearing. Particular attention will be paid to any new evidence introduced at the appeal hearing and you will be given the opportunity to comment on this evidence.

This person will consider the evidence and make their decision, which will usually take one of the following forms:-

- the original decision may be upheld;
- the original decision may be overruled;
- the original decision may be overruled in part.

The decision will be confirmed to you in writing within five working days of the Appeal hearing and you will be provided with a copy of the minutes taken. A record of this hearing and associated documentation will be filed on your personal file. If any notes have been taken by you, or your Companion, a copy of these should be given to the Chair.

This is the final stage of the Grievance procedure and the Company's decision is final and there is no further right of appeal under this process.

Grievances after Employment has Ended

Where a grievance is received after the employment relationship has ended we will invoke the modified statutory grievance procedure. Where a grievance raises a serious issue (i.e. discrimination, a breach of health and safety), then we will consider investigating such allegations internally, to ensure we have taken reasonable steps and complied with our duties in relation to matters in the workplace.

Whistle-blowing Policy

Purpose

The purpose of this policy is to provide a mechanism for accountability and transparency to enable our employees to voice concerns in a responsible and effective manner. It is a fundamental term of all employment contracts that our employees will not disclose confidential information about the Company's affairs. Nevertheless, where an employee discovers information which they believe shows serious malpractice or wrongdoing, then they should be able to disclose this internally, without fear of reprisal and this policy is intended to assist employees who believe they have discovered malpractice or impropriety.

Whistle-blowing is when you provide information (or make a disclosure) on something that has come to your attention through your work.

In most cases the 'whistle-blower' will not be directly or personally affected by the danger or illegality (although they may be) but is raising concerns as to the affect it may have on others.

We actively encourage open and honest communications, therefore it is important that we provide guidance and clear steps to follow for anyone wishing to raise an issue in confidence where they genuinely believe, in good faith, that a major wrongdoing or malpractice has (or may) occur, for example:-

- Financial malpractice or impropriety or fraud;
- A criminal offence has been committed, is being committed, or is likely to be committed;
- A person has failed, is failing, or is likely to fail to comply with any legal obligation to which he or she is subject;
- A miscarriage of justice has occurred, is occurring, or is likely to occur;
- Infringe equal opportunities related legislation and/or our policies e.g. discriminatory behaviour;
- Amounts to improper or unethical conduct e.g. breach of our Code of Conduct, or decision-making for personal gain;
- The Health and Safety of an individual has been, is being, or is likely to be endangered;
- The environment has been, is being, or is likely to be damaged e.g. inappropriate use of the Company's assets;
- Information relating to any of the above has been, is being, or is likely to be deliberately concealed.

Confidentiality

We will treat all such disclosures in a confidential and sensitive manner. We will endeavour to protect the identity of the employee making the allegation as long as it does not hinder or frustrate any investigation. However, the investigation process may reveal the source of the information and the employee making the disclosure may need to provide a statement as part of the evidence required.

Anonymous Allegations

This policy encourages employees to put their name to any disclosures made. Concerns expressed anonymously may be deemed less credible, however they will be considered and subsequent action will be at the discretion of the Company.

In exercising this discretion, the factors to be taken into account will include:-

- The seriousness of the issues raised;
- The credibility of the concern;
- The likelihood of confirming the allegation from attributable sources.

In the instance where the investigation concludes that the allegations are unsubstantiated and all internal procedures have been exhausted, however the complainant is still not satisfied with the outcome, we recognise the lawful rights of employees to make a disclosure to 'prescribed persons' e.g. the Health and Safety Executive, Audit Commission etc..

Making a Disclosure

Appropriate steps will be taken to ensure that your working environment and/or working relationships are not prejudiced by the fact of your disclosure.

If there is evidence to suggest criminal activity then the Company will inform the police and we will ensure that any internal investigation does not hinder a formal police investigation.

It is important to understand that where you raise concerns in good faith and reasonably believe them to be true, you will be protected from possible reprisals or victimisation and there will be no adverse repercussions if you acted in good faith, even if you have been mistaken.

In making a disclosure however, you should take care to ensure the accuracy of the information, as this assurance cannot be extended to anyone who it is shown has raised untrue matters. Please note however, that you will not be protected from the consequences of making such a disclosure if, by doing so, you commit a criminal offence.

If any disclosure is made in bad faith, mischievously or maliciously (for instance relates to a personal grievance, or in order to cause disruption with the Company), or concerns information which you do not substantially believe is true (e.g. rumours), or if the disclosure is made for personal gain, then such a disclosure may constitute a disciplinary offence and result in disciplinary action up to and including dismissal.

If you believe that relevant failure relates wholly or mainly to the conduct of a person who is not an employee of the Company (or any other matter for which a person other than the Company has legal responsibility), then you should discuss this matter initially with your Line Manager before making any disclosure to the appropriate person in the external organisation.

Process

You should inform your Line Manager immediately if you become aware that any of these, or other substantial actions, are happening, or have happened, or are likely to happen. You may also raise any issues using our Grievance Policy.

The following process will be followed in all events where complaints are received:-

- We will appoint a suitable person to investigate the matter (the Investigating Officer);
- We will confirm receipt of the complaint in writing;
- The complaint will be fully investigated within working five days of receipt of the complaint;
- A letter will be issued confirming either; how we have dealt with the complaint, or you will be advised of the next steps to be taken in the investigation process.

Due to the varied nature of such complaints we will endeavour to follow the time-scales as stated above and conclude the matter as soon as practicable, where however we envisage there may be a delay you will be notified of this in writing.

Investigating Procedure

The Investigating Officer will undertake the investigation as follows:-

- Obtain full details and clarification of the complaint received;
- Inform the employee (against which the complaint is made) as soon as is practicable;
- The employee will be informed of their right to be accompanied by a suitable companion at any formal meetings (a suitable companion is a work colleague (not a contractor) or; a full-time official employed by a trade union; or a lay official, as long as they have been certified in writing by their Union as being competent (i.e. having experience of, or having received training in acting as a Companion at Grievance, Disciplinary or Capability hearings)) at any formal meetings;
- Consider whether any other third-parties need to be advised and/or informed e.g. the Company's auditors, Police etc...
- Fully investigate all allegations raised and where appropriate take witness statements from relevant parties;
- Make an informed judgement, based on the information and evidence gained in regard to the validity of the complaint and complete a written report;
- Present their findings to a Company Director who will decide what appropriate action is required. Should a complaint be found to be justified, the most appropriate internal process will be invoked, which may include the Company disciplinary procedure;
- The employee raising the complaint will be kept informed of the progress of the investigations and, if appropriate, of the final outcome;
- Where appropriate, a copy of the outcomes may be passed to the Company's Auditors to enable a review of the procedures.

Disciplinary Policy

Purpose

We expect a high standard of conduct and performance from everyone to ensure we maintain a motivated, highly skilled and professional team of employees.

The purpose of this policy is to help and encourage everyone to achieve and maintain these standards. It is not contractual in effect but seeks to establish a clear course of action and consistent handling of matters to ensure fair treatment of everyone when disciplinary action becomes necessary.

We believe that the majority of individuals accept the need for standards of conduct and performance and do not find any difficulty in accepting these however, if anyone fails to achieve the required standards of performance or conduct, it may be necessary to undertake disciplinary action in a fair, consistent and reasonable manner.

We will seek to ensure that this policy is applied consistently to everyone, regardless of race, religion, ethnic origin, nationality, marital status, gender, sexual orientation, age, disability or political belief.

Where a disabled individual is involved in this procedure, we will co-operate with them to consider any reasonable adjustments required for the meeting, to ensure they are not materially disadvantaged in any way.

Informal Procedure

We believe that maintenance of discipline and good working practices does not necessarily require the use of a formal procedure on every occasion and most conduct and/or performance issues can be dealt with quickly and informally by your Line Manager, offering guidance and coaching. They will discuss any concerns with you and indicate the standard that is expected and why your conduct or performance may have not complied with this standard. Your Line Manager will record this discussion and provide you with a copy. This is not a formal sanction (warning) but a note of the discussion.

However, if the informal procedure does not accomplish the desired effect within an acceptable time-scale, the offence is serious or repeated, or warrants further action, then the formal disciplinary procedure set out in this policy will be invoked.

Investigation

If we believe you may have breached the provisions of this policy, an investigation will be undertaken to examine the evidence and establish whether further action is necessary.

You may be invited to attend an investigation meeting. An investigation meeting is not a disciplinary meeting and no formal disciplinary action will be taken until the matter has been fully investigated and everyone involved has had an opportunity to state their case.

During the investigation you and any relevant witnesses, may be interviewed and written notes will be taken.

During the investigation, you will be given the opportunity to understand the nature of the complaint and hear the evidence against you, before being asked to put forward your version of events.

If it becomes apparent that formal disciplinary action may be needed, this will be dealt with at a formal meeting and you will have a statutory right to be accompanied.

Formal Procedure

Where support, or the informal procedure has not achieved its objective, or in cases where it is felt that it would be inappropriate for the matter to be dealt with informally, the formal procedure will be used.

Except in cases of gross misconduct, the policy allows for progressive levels of review in order to assist you to achieve acceptable standards of conduct and/or performance.

On occasions the seriousness or context of the alleged misconduct may result in advancing to a higher stage of the process. There are no restrictions to imposing disciplinary sanctions as deemed appropriate in a first offence and we reserve the right to invoke the disciplinary policy at any stage.

Where a sanction remains 'live' and there is a repeat of the misconduct for which a previous sanction was given, or a failure to respond to the previous sanction, the next stage of the formal procedure may be invoked.

Disciplinary Hearing

If, following the investigation we believe that a formal disciplinary hearing is needed, you will be provided with a minimum of five working days' notice in writing of the date, time and location of the disciplinary hearing.

You will be advised who is to Chair the hearing, this may be either a Line Manager (the 'chairperson') or, where appropriate, an alternative manager, accompanied by an appropriate person who will take notes and support the process.

Full details of the complaint and any witness statements being relied upon will be made available to you, in writing, in advance of the disciplinary hearing, so you have a reasonable opportunity to consider your response. In certain circumstances (for example to protect a witness) certain information may need to be withheld.

You have a statutory right to be accompanied by a Companion where the disciplinary hearing could result in:-

- A formal warning being issued;
- The taking of some other disciplinary action (i.e. dismissal);
- The confirmation of warning or some other disciplinary action (appeal hearings)

Your chosen Companion may be either:-

- a work colleague (not a contractor) or;

- a full-time official employed by a trade union; or a lay official, as long as they have been certified in writing by their union as being competent (i.e. having experience of, or as having received training in acting as a Companion at Disciplinary, Capability or Grievance hearings).

The Companion can address the hearing to put and sum up your case, respond to any views expressed at the meeting and confer with you during the hearing. The Companion does not have the right to answer questions on your behalf, address the hearing if you do not wish it, or prevent you from explaining your case.

To exercise your statutory right to be accompanied you must make a 'reasonable' request (this does not have to be in writing) and prior to the hearing you should advise the Chair who you have chosen as your Companion. If your Companion is unavailable on the scheduled date of the hearing, you may request a postponement of up to five working days, subject to you proposing a reasonable alternative time and date within five working days of the original date set for the hearing (the 'postponement period'). It is your responsibility to ensure that your chosen Companion is available and to make alternative arrangements if they remain unavailable.

You are entitled to reasonable time during working hours to meet with your chosen Companion prior to any hearing. Time away from your normal duties for these purposes should be agreed in advance with your Line Manager (or other appropriate Manager).

Where witnesses are to be called, you will be informed and invited to confirm whether you intend calling witnesses at the hearing. If so, you will be required to disclose the names of your witnesses in advance. At the hearing you will be permitted to respond to any evidence raised by a witness but not permitted to cross examine witnesses.

At the meeting the Chairperson will explain the nature of the complaint and go through the evidence that has been gathered. You will be given the opportunity to respond, present evidence, call witnesses and these will be given due consideration prior to any decision being made.

Where new or contradictory evidence is presented at any stage of the process, it may be necessary to conduct further investigations and the hearing may be adjourned until this is complete.

Once all the evidence has been presented, the Chairperson will summarise the main points and adjourn the hearing for a sufficiently reasonable amount of time to:-

- Consider the facts;
- Determine whether, in the light of these facts, the allegation(s) against you are proven *and*;
- If so, what the appropriate level of disciplinary sanction will be.

The meeting will be reconvened and the Chairperson will deliver their decision.

If the Chairperson finds in favour of you, they will confirm their decision. This will then be confirmed to you in writing within five working days of the hearing and a copy will be retained in your personnel file to confirm that no further action has been taken

If any notes have been taken by you, or your Companion, a copy of these should be given to the Chair.

If the Chairperson finds against you, then prior to deciding upon what action to take, they will give you an opportunity to provide any further evidence to mitigate the severity of the recommended sanction. The outcome of the hearing will be confirmed to you in writing, the letter will contain:-

- The reason for the sanction, including a brief summary of the evidence;
- Where appropriate, the improvement required/standards expected in future;
- Details of any training or support to be given, if appropriate;
- Timescales for improvement and a review date;
- Details of action that will be taken if standards are not met or if there is a further act of misconduct;
- Reference to the appeals process, including time limits;
- Enclosure – transcription of the minutes taken at the hearing.

A record of all formal disciplinary action taken will be kept on your personal file for the relevant period.

Sanctions

The level of sanction imposed will be appropriate to the seriousness of the misconduct. No one will be dismissed for a first breach of discipline, except in the case of gross misconduct, where dismissal with, or without, notice may be the appropriate sanction. There are however, no restrictions to imposing disciplinary sanctions for a first offence, including a final written warning.

There will normally be three stages in this process:-

Stage 1 – First Written Warning

For less serious offences, an initial sanction may be issued. This will be confirmed in writing after the hearing and will be valid for a period of six months.

The letter confirming the sanction will be issued within five working days of the disciplinary hearing and indicate the reasons, the standards expected in future, any assistance to be provided to reach these standards, details of further possible action if these standards are not met, the time limit for improvement and reference to the appeals procedure.

If improvement is achieved and no further disciplinary action has been necessary, the sanction shall be considered ‘spent’ at the conclusion of the six month period.

Stage 2 – Final Written Warning

Where the offence is more serious, or there has been no improvement within the specified period, or there has been further misconduct, the individual may receive a final written warning. This will be confirmed in writing after the hearing and be valid for a period of 12 months.

The letter confirming the sanction will be issued within five working days of the disciplinary hearing and indicate the reasons, the standards expected in future, any assistance to be provided to reach these standards, details of further possible action if these standards are not met, the time limit for improvement and reference to the appeals procedure.

If improvement is achieved and no further disciplinary action has been necessary, the sanction shall be considered ‘spent’ at the conclusion of the 12 month period.

Stage 3 – Dismissal

Where a final warning has been issued and there has been further misconduct or unsatisfactory performance, or where the misconduct is serious enough to constitute gross misconduct the sanction of dismissal may be imposed.

Dismissal with Notice

This applies where, despite previous sanctions, conduct or performance has not improved to the required level within the specified time-frame. The appropriate period of notice (as detailed in the contract of employment) or payment in lieu of notice will be applied.

Dismissal without Notice

Summary dismissal will be retained for serious cases of gross misconduct. In the case of summary dismissal, you will forfeit your right to notice, or payment in lieu of notice.

In all cases involving dismissal, the letter will include:-

- The reason for dismissal;
- The date of termination;
- Whether the dismissal is with or without notice;
- Reference to the appeals procedure.

Suspension

At any stage in the disciplinary process (including prior to the investigation of any allegations) there may be instances where you may be suspended from work (with basic pay), or reassigned to alternative duties, whilst an investigation is conducted.

Prior to suspension, we will consider whether the suspension is appropriate in the light of the seriousness of the allegation(s) and/or whether an investigation can be concluded unhindered by your continued presence at work i.e. where relationships have broken down, in cases of gross misconduct or where there are risks to an individual's or the company's property or responsibilities to other parties. Suspension (with basic pay) may be considered in exceptional situations where there are reasonable grounds for concern that evidence has been tampered with, destroyed or witnesses pressurised before the meeting.

Suspension is not a disciplinary sanction and is not intended, nor does it, amount to a prejudgment of guilt. Suspensions will only be undertaken with the prior agreement and approval of a Director.

Suspension will only be imposed after careful consideration and will be reviewed at regular intervals to ensure that it is not unnecessarily protracted. During any period of suspension you will not be granted access the Company's premises, except with the prior written consent of the Company.

During your suspension you will continue to receive basic pay and any contractual benefits. Should you fall ill during your period of suspension, normal contractual sick pay entitlements will come into force for the period of the illness albeit your suspension will continue. You should comply with the sickness absence reporting procedures in full and should continue to

seek approval for annual leave in accordance with standard procedures. You will continue to accrue holiday entitlement throughout your suspension.

You will be notified in writing, as soon as reasonably practicable, of the reasons for any suspension and its anticipated duration. The grounds of your suspension will be regularly reviewed and you will be advised if these conditions are to be lifted or continue.

Appeals

If you disagree with the outcome at any stage of the formal disciplinary procedure you may appeal. You should do this in writing, within five working days of the date of the letter advising you of the outcome, clearly stating your grounds for your appeal and why you disagree with the decision, addressed to the person advised in this letter as being responsible for any subsequent appeal hearing.

The appeal hearing should take place, wherever possible, within ten working days of the date of the appeal letter, although in certain circumstances this may be extended (for example where the hearing manager is unavailable), you will be advised of any delay.

You must take all reasonable steps to attend this hearing. You have the right to request a companion to accompany you at the appeal hearing (refer to section above).

Evidence from the previous stages of the disciplinary process will be provided to the Chair of the appeal hearing, who will be accompanied by an appropriate person who will take notes and support the process. Particular attention will be paid to any new evidence introduced at the appeal hearing and you will be given the opportunity to comment on this evidence.

The Chairperson will consider the evidence and make their decision as to whether the appeal is upheld.

The outcome of the appeal will usually take one of the following forms:-

- the original decision will be upheld, in which case any sanction or dismissal notification will be confirmed;
- the original decision will be overruled, in which case any sanction or dismissal notification will be rescinded;
- the original decision will be overruled in part but a less severe sanction will be substituted for that originally imposed.

The outcome will be communicated to you in writing within five working days of the appeal meeting. If we consider there may be any undue delay in the Chair reaching a decision, this will be communicated. If any notes have been taken by you, or your Companion, a copy of these should be given to the Chair.

This is the final stage in the procedure and there is no further right of appeal from this decision.

Definitions

The Disciplinary Policy aims to promote a safe and efficient workplace whilst maintaining good employee relations. It is unlikely that this policy will cover all possible disciplinary issues and

the following are only representative examples of conduct (performance is covered separately in the Capability Policy) which we regard as unsatisfactory:-

Misconduct

This section sets out examples of misconduct that are likely to result in disciplinary sanctions being applied as opposed to dismissal. However, serious breaches of these provisions may also constitute gross misconduct and therefore could lead to dismissal.

The list is neither exclusive nor exhaustive and other equally serious matters may also be regarded as necessitating disciplinary action. It does, however, act as a guide and demonstrates the standards that apply to everyone, examples of misconduct:-

- Offensive behaviour, (including obscene or aggressive language);
- Unauthorised absence without due cause;
- Unsatisfactory time-keeping or attendance;
- Lack of proper care and attention to work;
- Failure to declare outside commitments which would conflict with the interests of the Company;
- Failure to observe no-smoking restrictions;
- Dangerous or unsafe working practices;
- Behaviour which brings the Company into disrepute and/or which causes, or could have caused, damage to its reputation, whether this occurs during or outside of working hours;
- Refusal to carry out reasonable and lawful management instructions;
- Failure to maintain good working relationships with fellow employees.

Gross Misconduct

Gross misconduct refers to offences sufficiently serious that the action erodes the trust and confidence in the employer/employee relationship and/or a fundamental breach of contractual terms. Summary dismissal is a possible sanction applied to gross misconduct.

Summary dismissal means to dismiss without notice, however, allegations of gross misconduct will still need to be investigated before a decision to dismiss is taken. You will be afforded an opportunity to answer the allegations levelled against you and if necessary, you may be suspended, on full (basic) pay, whilst investigations take place.

The list is neither exclusive nor exhaustive; examples of gross misconduct:-

- Deliberate, or serious breaches of conduct standards/rules and regulations;
- Theft or fraud or unauthorised possession of money or property, (including goods, materials, intellectual property etc.) belonging to the Company, its employees, visitors and/or third parties associated with the business;
- Any action that could be construed as intent to defraud/deceive e.g. submission of false claims for items such as expenses, overtime etc.;
- Physical violence (fighting, physical assault, abusive/threatening behaviour) to third parties, including other employees, in the course of employment or arising out of, or connected with employment;
- Endangering the health and safety of others through wilfully reckless or negligent behaviour;

- Deliberate or negligent behaviour that led to (or could have led to) damage to Company property or that of a third party or employee;
- Serious misuse of the Company's property or name;
- Acts of indecent or immoral behaviour during or connected to employment;
- Abuse of intoxicants, alcohol or use of non-prescription drugs during employment, or being under the influence of the same during employment;
- Disclosure of confidential information to third parties without prior authority or consent;
- Misuse of confidential information and/or information systems, including deliberate, or serious breach(es) of computers, software, e-mail, internet, rules and procedures.
- Carrying out private work on the premises and/or in working hours, without express permission;
- Deliberately accessing internet sites containing pornographic, offensive or obscene material;
- Discrimination, harassment, bullying or victimisation of any employee, visitor, client, customer or supplier or any other third party.

In some cases of gross misconduct it may be necessary to notify the Police, in these instances the suspension deadline may be extended.

Criminal Offences outside of Employment

If you are charged with, or convicted of a criminal offence outside of work, you will not automatically be subject to disciplinary action but you should inform your Line Manager as soon as possible if there is any possibility that this may impact upon your ability to perform your job. We will investigate the nature of the criminal offence and determine whether it has any work-related implications.

If there is any doubt about your continued ability to perform your role, your relationship with colleagues and/or customers or concerns that there may be a detrimental impact to the Company, disciplinary proceedings may take place and dismissal may result. You will not be dismissed solely because you have a pending charge against you and only in extreme circumstances will dismissal take place prior to a conviction.

Frustration of Contract

If you are unable to fulfil your duties, (e.g. because of imprisonment; loss of a driving licence where driving is an essential part of the job, or failure to return from leave), you may be in breach of your employment contract. Such circumstances will be thoroughly investigated and possible solutions considered, however, we reserve the right to terminate employment if an acceptable solution cannot be found.

Record Keeping

Records will be kept detailing the nature of any breach of disciplinary rules, defence or mitigation statements, the action taken and the reasons for it, whether an appeal was lodged, its outcome and any subsequent developments. These records will be treated as confidential and not be kept longer than necessary in accordance with the Data Protection Act.

Capability Policy

Purpose

We expect a high standard of performance from everyone. Capability refers to an inability to perform the work expected to the required standards. We recognise that most of our employees meet or exceed the demands of their respective roles, however problems can and do arise and this policy is intended to help and encourage everyone to achieve and maintain standards of performance. It is not contractual in effect but seeks to establish a clear course of action and consistent handling of matters to ensure fair treatment and support to everyone when performance management becomes necessary.

We recognise that poor job performance and incapability should not be treated as ‘disciplinary offences’. The fundamental distinction between conduct and capability can be expressed as “won’t” rather than “can’t”, the former implying some degree of control, deliberation and/or choice, therefore we distinguish between the two situations as follows:-

- **Conduct** – where matters are within your control, in which case the Disciplinary policy should be applied. By way of example only, matters may include; time-keeping problems, behaviour, lack of application, attitude or negligent, behaviour;

and;

- **Capability** – where the difficulties relate to a more innate quality relating to your performance in your role which is beyond your control, in which case the Capability policy will be applied.

We will seek to ensure that this policy is applied consistently to everyone, regardless of race, religion, ethnic origin, nationality, marital status, gender, sexual orientation, age, disability or political belief.

Capability problems may be outside of your direct control and can be symptomatic of underlying work problems or other personal issues. Therefore there is a need for us to treat all capability issues with care and sensitivity, to identify and (where appropriate) address the real causes.

We believe that maintaining a high standard of performance in your role does not necessarily require the use of a formal procedure on every occasion and most performance issues can be dealt with quickly and informally through guidance and coaching between you and your Line Manager. This procedure is complementary to day-to-day line management and is not intended to replace management responsibilities such as work allocation, monitoring of performance and offering informal assistance to achieve improvement.

However, if the informal procedure does not accomplish the desired effect within an acceptable time-scale, then the formal procedure set out in this policy will be applied.

If at any stage we have reason to believe that your lack of capability is due to poor conduct or lack of effort, the process may be halted and the Disciplinary procedure invoked. In this instance you will be advised of this in writing. If you wish to appeal this decision you should do so using the appeals process in this policy.

This policy allows for progressive stages of improvement where objectives and targets will be set, to be reached within certain timescales. Necessary support and training (where appropriate) will be provided between these review periods, however if performance improvement has not been achieved this could lead to dismissal.

Informal Procedure

Your Line Manager is responsible for monitoring your performance to ensure you are clear about the level of performance required and provide you with regular feedback on your progress.

If your Line Manager has a concern about your performance, they will investigate this further with you during the normal day-to-day management relationship. Causes could include, for example:-

- Lack of skills;
- Lack of aptitude for the role;
- Inadequate training;
- Lack of support, tools or other resources;
- Lack of communication;
- Problematic working relationships.

Discussions should be positive and constructive and your Line Manager will investigate with you how they can help you to improve your performance. Early intervention and suitable action in many cases will be sufficient to deal with the issue.

The informal process is aimed at bringing concerns to your attention, exploring causes, identifying responsibilities and jointly agreeing actions to be taken. During this stage your Line Manager will make notes of all conversations, actions taken and agreed next steps. This will usually be recorded on a Performance Improvement Plan (PiP).

Where the reason for unsatisfactory performance is identified as a lack of the required skills or lack of aptitude, you will (where practicable) be assisted through support and/or training and be given reasonable time to reach the required standard of performance. If it is a question of lack of support, tools or other resources or facilities, your Line Manager will seek to address this as appropriate.

During the informal process a range of possible outcomes may be considered which could include:-

- Continuing with an informal approach;
- Reviewing the duties, responsibilities, reporting line or other aspects of the job;
- Providing appropriate support and/or training or development opportunities.

Following a satisfactory outcome using the informal process, the matter will be considered resolved.

If however, the informal process does not resolve the matter, or if the problem is more serious than originally anticipated, a more structured and formal process may be needed.

Formal Procedure

If, following the informal process, your Line Manager believes that a formal process is required, they will provide you with a minimum of five working days' notice in writing of the date, time and location of the formal meeting.

You will be advised who is to Chair the meeting, this may be either your Line Manager (the 'Chairperson'), or, where appropriate, an alternative manager, accompanied by an appropriate person who will take notes and support the process.

Full details of the performance matter and any relevant documents will be made available to you in advance of the meeting, so you have a reasonable opportunity to consider their content.

You may be accompanied at this formal meeting and your chosen Companion may be either:-

- a work colleague (not a contractor) or;
- a full-time official employed by a trade union; or a lay official, as long as they have been certified in writing by their union as being competent (i.e. having experience of, or as having received training in acting as a companion at Disciplinary, Capability or Grievance hearings).

The Companion can address the meeting to put and sum up your case, respond to any views expressed at the meeting and confer with you during the meeting. The Companion does not have the right to answer questions on your behalf, address the meeting if you do not wish it, or prevent you from explaining your views. If your Companion is unavailable on the scheduled date of the hearing, you may request a postponement of up to five working days, subject to you proposing a reasonable alternative time and date within five working days of the original date set for the meeting. It is your responsibility to ensure that your chosen Companion is available and to make alternative arrangements if they remain unavailable.

Once all the documentation has been presented, the Chairperson will summarise the main points and may adjourn the meeting for a sufficiently reasonable amount of time to consider the facts.

The meeting will be reconvened and the Chairperson will deliver their decision. This will be confirmed to you in writing and a copy will be retained in your personnel file. The letter will contain:-

- Details of the performance gap;
- The agreed actions to be taken;
- Who has responsibility for the actions;
- The performance standards that are required;
- The support you will be given;
- A timetable for improvement;
- A timetable to review the agreed objectives;
- Details of action that may be taken if performance standards are not met;
- Reference to the appeals process, including time limits;
- Enclosure – transcription of the minutes taken at the hearing.

The detail of this will be summarised on a Performance Improvement Plan (PiP) which you will be asked to sign as your agreement to and understanding of its content.

If any notes have been taken by you, or your Companion, a copy of these should be given to the Chair.

Sanctions

This policy allows for progressive levels of review in order to assist you to achieve acceptable standards of performance. On occasions however, where the poor performance is sufficiently serious, we may omit Stages, reserving the right to invoke the Capability policy at any stage.

It is anticipated that in the main, sanctions imposed will remain 'live' for between two and six months, this time-scale will be determined by and dependent upon the improvements required. After the relevant period of time, specified in the Performance Improvement Plan (PiP), we will disregard these sanctions for capability purposes. In each instance the responsible Manager will specify the length of time that the sanction remains 'live' however, reserves the right to extend the time period in appropriate circumstances.

There will normally be three stages in this process:-

Stage 1: First Written Warning - Capability

At this meeting you will be formally advised of the precise nature of the alleged poor performance, the level of improvement required, agree objectives, discuss any support that can be given, the time limit for achieving the improvement and the consequences of failing to achieve or maintain the improvement.

You will be given every opportunity to account for your underperformance and discuss any reasonable assistance that is required.

If a sanction (first written warning) is considered appropriate this will be confirmed to you in writing, within five working days of the meeting, accompanied by a Performance Improvement Plan (PiP) to record and capture the specific improvements that are required (which you will be requested to agree and sign) and you will be advised of your right to appeal against this decision.

The duration that this sanction remains 'live' will vary dependent upon the performance improvement required, however as a minimum the time-scale for improvement will be between two and six months.

If improvement is achieved, the sanction shall be considered 'spent' at the conclusion of the time-scale agreed on the Performance Improvement Plan (PiP).

Stage 2: Final Written Warning - Capability

If there is no improvement or insufficient improvement after a Stage 1 sanction, or if improvement is not maintained for the period stated in the Stage 1 sanction, you may be given a Final Written Warning.

At this meeting you will be formally advised of the precise nature of the alleged poor performance, the level of improvement required, agree objectives, discuss any support that can be given, the time limit for achieving that improvement and the consequences of failure to achieve or maintain the improvement.

You will be given every opportunity to account for your underperformance and discuss any reasonable assistance that is required.

If a sanction (final written warning) is considered appropriate, this will be confirmed to you in writing, within five working days of the meeting, accompanied by a Performance Improvement Plan (PiP) to record and capture the specific improvements that are required (which you will be requested to agree and sign) and you will be advised of your right to appeal against this decision.

The duration that this sanction remains 'live' will vary dependent upon the performance improvement required, however as a minimum the time-scale for improvement will be between two and six months.

If improvement is achieved, the sanction shall be considered 'spent' at the conclusion of the time-scale agreed on the Performance Improvement Plan.

Stage 3: Dismissal - Capability

If there is no improvement or insufficient improvement after a Stage 2 sanction, or if improvement is not maintained for the period stated in the Stage 2, the sanction of dismissal may be imposed.

Dismissal with Notice

This applies where, despite previous sanctions performance has not improved to the required level within the specified time-frame. The appropriate period of notice (as detailed in the contract of employment) or payment in lieu of notice will be applied.

Dismissal without Notice

Summary dismissal will be retained for serious cases. In the case of summary dismissal, you will forfeit their right to notice, or payment in lieu of notice.

Alternatively, at our discretion, we may consider a transfer to an alternative role elsewhere in the Company where suitable opportunities are available.

In all cases involving dismissal, you will be provided with the following in writing:-

- The reason for dismissal;
- The date of termination;
- Whether the dismissal is with or without notice;
- Reference to the appeal procedure.

Appeals

If you disagree with the outcome at any stage of the formal capability procedure you may appeal. You should do this in writing, within five working days of the date of the letter advising you of the outcome, addressed to the person advised in this letter as being responsible for any subsequent appeal hearing.

You should clearly state in your letter the grounds for your appeal and why you disagree with the decision.

The Appeal hearing should take place, wherever possible, within ten working days of the date of the appeal letter, although in certain circumstances this may be extended (for example where the hearing manager is unavailable), you will be advised of any delay.

You must take all reasonable steps to attend this meeting. You have the right to request a Companion to accompany you at the appeal meeting (refer to section above).

Evidence from the previous stages of the Capability process will have been provided to the Chair of the appeal meeting. Particular attention will be paid to any new evidence introduced at the appeal meeting and you will be given the opportunity to comment on this evidence.

The Chairperson will consider the evidence and make their decision as to whether the appeal is upheld.

The outcome of the appeal will usually take one of the following forms:-

- the original decision will be upheld, in which case any sanction or dismissal notification will be confirmed;
- the original decision will be overruled, in which case any sanction or dismissal notification will be rescinded;
- the original decision will be overruled in part but a less severe sanction will be substituted for that originally imposed.

The outcome will be communicated to you in writing within five working days of the appeal meeting. If we consider there may be any undue delay in the Chair reaching a decision, this will be communicated to you.

If any notes have been taken by you, or your Companion, a copy of these should be given to the Chair.

This is the final stage in the procedure and there is no further right of appeal from this decision.

Promotions

Where you have been promoted, the consequences of failing to meet the necessary standards of performance for the new role will be clearly and fully explained to you at the time the promotion is offered.

In some cases, you will be promoted on the basis of a probationary period in the new role, with the condition that the Company retains the right to transfer or downgrade your role, should you fail to satisfy your Line Manager that you are competent in the new role.

The Company also reserves the right to consider demotion, at any time during the employment relationship and/or as a possible sanction following disciplinary or capability action.

Ill-health / Poor Attendance

Your Line Manager will consider if your capability to carry out your role to the expected standard is affected by your health and/or your attendance record.

All instances of ill health/poor attendance will be referred to a Director.

In all instances we will adhere to our obligations under the provisions of the Disability Discrimination Act, in particular the obligation to make reasonable adjustments when dealing with anyone with a registered disability.

Record Keeping

Records will be kept detailing the nature of any Capability meetings and actions taken, whether an appeal was lodged, its outcome and any subsequent developments. These records will be treated as confidential and not be kept longer than necessary in accordance with the Data Protection Act.

Purpose

We aim for high standards in customer satisfaction and happy and engaged employees. The aim of this policy is to ensure we have a process in place to ensure consistent and professional management if there is cause where a customer or employee feels they have cause to complain.

Informal Resolution

If an employee or customer at any time feels they have reason to complain, in the first instance they will be encouraged to discuss this with the person involved in the complaint in an attempt to resolve the matter directly and informally. We will endeavour at all times to consider and respond to any complaints raised in a fair and sympathetic manner. Should we be unable to resolve the matter using the informal stage we will invoke the formal complaints procedure.

Formal Complaints Procedure

In the unfortunate event that informal resolution is unsuccessful then the matter will be referred to a higher level of management.

- All complaints regarding employees should be made to a Director;
- The person raising the complaint will be asked to provide details of the complaint and the name of the person concerned;
- All complaints will be dealt with within ten working days from receipt of the complaint and will be investigated promptly, sensitively, impartially and, as far as practicable, confidentially;
- Should we feel it appropriate we may engage an independent third party resource to represent the Company and to investigate the matter;
- The outcome of any investigation will be confirmed in writing;
- A complainant may exercise their right to appeal the decision reached and should this be necessary we will provide details of whom the appeal should be address;
- The decision reached following the appeal is final and will be confirmed in writing.

TUPE

What is TUPE?

TUPE refers to the 'Transfer of Undertakings (Protection of Employment) Regulations 2006' (amended by the 'Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014'.

The purpose of TUPE is to protect employee's rights by honouring existing terms and conditions of employment where the company they work for, or services they provide, transfers to another employer. In effect it is there to move employees and any liabilities associated with them from the old employer to the new employer.

TUPE can apply either when a company is making a transfer when it is referred to as the 'Transferor', or where a company is acquiring another company or services when it is known as the 'Transferee'.

TUPE applies to all companies irrespective of their size and specifically applies when an 'economic entity' changes ownership or there is a 'service provision change', for example:-

- The Company sells or purchases part or all of a business as a going concern;
- The Company outsources - or makes a 'service provision change' where services are outsourced, or brought back in-house or transferred completely.

It does not apply where there is a transfer of shares, contractors or where a project or employee(s) are temporarily assigned.

Our Commitment

We will observe our legal obligation and responsibility under TUPE to ensure any employee that is deemed to be 'in-scope' to transfer under TUPE transfers under their existing terms and conditions of employment.

To facilitate this, in all cases of TUPE (in and out) we will proactively commit to undertake (or support) a thorough 'due diligence' activity to ensure we fully comply with our commitments under TUPE and all individual employee contractual terms and conditions are harmonised.

Where an employee decides that may they wish to 'opt out' of an impending transfer, we will in all instances consult with them individually to ensure compliance to TUPE regulations and that the employee in question is fully aware of any valuable rights that may be lost as a consequence of their decision.

We recognise and respect that any dismissals, where the sole or principle reason is related to a TUPE transfer, is automatically unfair.

We will meaningfully inform and consult with all 'in scope' employees, their elected representative(s), Trade Unions (where applicable) and recognise collective agreements,

(where required) and work closely with the Transferee/Transferor to ensure that employee data and information is provided and gathered in an efficient and timely manner to ensure the smooth transition of data, with minimal disruption to in-scope employees.

In the case of a TUPE transfer 'out' we will fully consult with all 'in scope' employees in regards to the Company's commercial decision and the business justification for the transfer; economical, technical or organisational, referred to as 'the ETO reason'.

All in-scope employees will receive notification and transfer letters in writing and copies of all relevant documentation e.g. communication announcements, presentations etc...

As a demonstration of our ongoing commitment to all of our employees we will ensure that everyone transferring to our Company has an induction plan in place to familiarise them with our Company, our processes and customers and we will discuss training and development programmes, including an introduction to our appraisal process.

Redundancy Policy

Purpose

It is our intention, whenever there is a plan for change which would involve job losses, to include action to avoid redundancies or keep them to an absolute minimum. We recognise that economic, organisational and technical changes in our business may affect resource levels and there will be circumstances in which no amount of planning can prevent redundancy occurring. We are committed to ensuring that where redundancy is inevitable, the approach shall be one of fairness and consistency.

Procedure & Consultation

Irrespective of the numbers involved, we will meaningfully consult with those who are, or potentially could be, affected by redundancy. The consultation process shall begin in good time to ensure that everyone's input can be taken into consideration. To assist the consultation process we shall provide information relating to:-

- Reasons for the proposed redundancy;
- Those affected and numbers affected;
- The anticipated effective date of the redundancy;
- Proposed selection criteria to be applied for employees who may be dismissed;
- The redundancy procedure;
- How redundancy payments will be calculated.

Throughout the consultation process we will encourage the contribution of ideas that may help to secure employment and we will explore the availability and suitability of any alternative employment.

Minimising Redundancy

Where possible and only conditional upon securing operational efficiency, we will seek to minimise or avoid compulsory redundancy through:-

- Restrictions on recruitment;
- Release of temporary staff and/or Contractors;
- Seeking applicants for early retirement or voluntary redundancy;
- Re-organisation or redeployment;
- Retraining.

Selection Criteria

We will consult with you regarding the selection criteria. The selection criteria will be consistently applied, objective and fair and will not discriminate on the grounds of: - age, disability, gender identity and gender reassignment, marriage or civil partnership (in employment), pregnancy and maternity, race, religion or belief, sex or sexual orientation.

Where voluntary redundancy and early retirement requests would result in a skill, knowledge or experience imbalance then we reserve the right to refuse applications in favour of applying

objectively-based selection criteria to the individual or group of employees affected. It is our aim to retain those who fulfil present and future business needs.

Appeals

Where you feel you may have been unfairly selected for redundancy, you may appeal against this decision. Appeals should be exercised within five working days of you being informed of your selection. Your appeal should be in writing and clearly state the grounds of your appeal, addressed to the person advised in the notification letter as being responsible for any subsequent appeal hearing.

Alternative Employment

Suitable alternative roles may be identified and where an alternative role is accepted, a four week trial period will apply, during which time if either you or the Company considers the position unsuitable, then the redundancy will take effect and entitlement to redundancy compensation will not be lost.

Redundancy Formula

Payment: You will be entitled to statutory redundancy payments if you have been continuously employed for at least two years and are being dismissed due to one of the following reasons:-

- Business closure;
- Closure of your place of work;
- The need for the work you are undertaking has diminished.

Statutory redundancy pay entitlements are as follows:-

- 0.5 week's pay for each completed year of service (under age 22);
- 1 week's pay for each completed year of service (age 22 or older but under 41);
- 1.5 week's pay for each completed year of service (age 41 or older).

There is a maximum of 20 years' service and the 'weekly pay' is subject to an upper limit.

Notice: Statutory notice periods are as follows:-

- At least one weeks' notice for employment between one month and two years;
- One weeks' notice for each year of employment between two and 12 years;
- 12 weeks' notice for employment for 12 or over.

Note: Statutory redundancy notice periods and payments may be subject to change from time-to-time in-line with prevailing Government and legislation guidelines.

Pay in Lieu of Notice

We reserve the right to pay salary in lieu of notice, or to require you to work normally during your notice period, or to remain on garden leave for the whole, or part, of the redundancy process.



Policies and Procedure Manual

Version 1 – September 2016

I confirm that I have read the Policies and Procedure Manual and accept and agree to be bound by the terms contained therein.

SIGNED:

.....

PRINT NAME

Dated.....

**** Please return this signed page only ****