



*PESCADO*

*Employee Handbook*



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## PESCADO.... THE STORY SO FAR

The concept of Pescado began life in 1996 when Fraser and Jonathon joined Iceland Frozen Foods on the same day. They soon became friends and discovered that they were both intent on working for themselves, and were just waiting for the right opportunity to present itself. Fraser then moved to Phones4U and later Mainline Communications, the Orange distributor, whilst Jonathon moved to another national retailer focusing on operational management. It was at that point that the opportunity was identified; there was a gap in the business to business mobile phone market and they were confident they could offer a better service to the small business and corporate businesses in the UK; in 2006 3b-Direct was born.

The business started in a small office in Ellesmere Port, where the two owners and their first employee, Paul Warburton (now the On-boarding Director) sat and cold called as many businesses as they could. Their point of difference being a personal service and giving the best deal to the customer through being independent of the major networks. Values that hold true to this day.

After a lot of hard work, doors closing and sleepless nights the team slowly began to grow as the business grew its customer base.

In 2007 the business, after much deliberation, was rebranded to Pescado which reflected the businesses unique nature. The business for some time had recognised the growing need in their customers to be able to purchase all their technical services including IT and fixed line from one trusted supplier, so the move towards expanding the products and services we offered began.

In 2011 we started to offer a Hosted Telephony solution to replace the aging fixed line telephony systems that most businesses were using. This new technology was more flexible and advanced than the older alternative and we began to sell these systems to our existing mobile customers. Soon after this we began to sell the connectivity that our customers needed to run their voice and data system within their businesses, which completed this important first step.

Since then the business has continued to grow with a field sales team being introduced, a move to larger offices in Chester. Then in 2015 we completed the purchase of Pure IT bringing expertise, new products and a talented team to the Pescado family.

Over 10 years on and Pescado has over 60 employees, over 2200 customers nationwide, and sells over 8 different products. In early 2017 we will move again, this time to our own office on the Lakeside Business Park in Ewloe, joining HSBC, Money Supermarket and Redrow on the park. Our journey continues with our passionate and determined team as we continue to grow through our key strategic aims:

- Being a nationally recognised data and voice specialist;
- Being a company being aspire to work for; and
- Being obsessed with customer service.

Welcome to the team.

Jonny and Fras



## **OUR MISSION BELIEFS AND BEHAVIOURS**

**(Who we are)**

### **Our Mission in Life**

We will put our customers at the centre of every decision and action

### **What we Believe in and what we Stand for as a Team**



We are always professional



We are passionate and determined



We are supportive and respectful

### **So how should we behave if this is what we believe.....**

Do the best job you can, going the extra mile and being proud of it

Act with honest and integrity, stick to what you'll say you do

Communicate clearly and effectively to ensure zero confusion

React with pace

Work as one team all pulling together to achieve our mission

Listen to one another and our customers

Help each other whenever needed

Welcome change

Be positive, always have a half full attitude

Face your challenges head on and use the resource around you to succeed

Do everything you can to make this a great place to work

## **EQUAL OPPORTUNITIES AND DIGNITY AT WORK**

Pescado is committed to equal opportunities for all employees and applicants.

It is our policy that all employment decisions are based on merit and legitimate business needs. The Company does not discriminate on the basis of race, colour or nationality, ethnic or national origins, sex, gender reassignment, sexual orientation, marital or civil partner status, pregnancy or maternity, disability, religion or belief, age or any other grounds on which it is or becomes unlawful to discriminate under the laws of England and Wales (referred to as Protected Characteristics).

Our intention is to enable all our employees to work in an environment which allows them to fulfil their potential without fear of discrimination, harassment or victimisation. The Company's commitment to equal opportunities extends to all aspects of the working relationship including:

- Recruitment and selection processes;
- Terms of employment, including pay, conditions and benefits;
- Training, appraisals, career development and promotion;
- Work practices, conduct issues, allocation of tasks, discipline and grievances;
- Work related social events; and
- Termination of employment.

Achieving an equal opportunities workplace is a collective task shared between the Company and its employees. All staff have personal responsibility to ensure compliance with this policy, to treat colleagues with dignity and to not discriminate or harass other members of staff, visitors, clients, customers and suppliers.

Staff who take part in management, recruitment, selection, promotion, training and other aspects of career development have special responsibility for leading by example and ensuring compliance.

If you believe you have been the victim of discrimination, you should follow the Grievance Procedure.

Any breach of equal opportunities will be taken very seriously and is likely to result in disciplinary action against the offender, up to and including immediate dismissal.

Employees who raise a complaint about or report discrimination in good faith will be protected from retaliation or victimisation. Making a false allegation deliberately is a misconduct offence and will be dealt with in accordance with our disciplinary policy.

## **HEALTH AND SAFETY**

The Company takes health and safety issues seriously and is committed to protecting its employees and all those affected by its business activities and attending its premises.

Achieving a healthy and safe workplace is a collective task shared between the Company and employees.

It is the employee's responsibility to:

- Take reasonable care for their own health and safety and that of others who may be affected by their acts or omissions;
- Cooperate with the business by complying with all safety instructions, rules and training;
- Keep the workplace tidy and hazard free;

- Report all health and safety concerns to your line manager or a company director promptly, including any potential risk, hazard or malfunction of equipment, however minor or trivial it may seem;
- Co-operate in the investigation of any incident or accident;
- Promptly report any accident at work involving personal injury, however trivial so that details can be recorded in the Accident Book and cooperate in any associated investigation;
- Familiarise yourself with the details of first aid facilities and first aiders;
- Use work equipment as directed by any instructions given by the company or contained in any written operating manual, instructions for use or relevant training;
- Report any fault with, damage to or concern about any equipment (including health and safety equipment) or its use to your line manager;
- Ensure that health and safety equipment is not interfered with; and
- Do not attempt to repair equipment unless suitably trained and authorised to do so.

Any breach of health and safety rules or failure to comply with this policy will be taken very seriously and is likely to result in disciplinary action against the offender up to and including immediate dismissal.

## **HOLIDAY ENTITLEMENT**

### **Annual Holidays**

The holiday year runs from 1<sup>st</sup> April to 31<sup>st</sup> March.

The holiday entitlement for employees is 28 days holiday which is inclusive of bank holidays. Part time employees will receive this on a pro rata basis.

Any additional holiday schemes and incentives are not provided on a contractual basis.

Employees with less than 12 months' continuous service with the Company are not entitled to take annual holiday until it has accrued, except at the discretion of a Director and this will only apply to pre-booked holidays brought to this employment.

Hourly paid employees will be paid at their basic rate of pay and salaried employees will be paid their normal salary in respect of periods of annual holiday. Overtime and commission payments will not be included in the calculation of holiday pay.

Employees are required to reserve up to five days of their annual holiday entitlement to cover the shutdown period between Christmas and New Year. The exact number of days and timing of the shutdown will be confirmed to employees as early as possible on an annual basis.

Employees are not permitted to carry over accrued annual holiday from one holiday year to the next.

All periods of annual holiday must be authorised in advance by management. Employees must not make firm holiday arrangements before receiving confirmation from management that their request has been authorised.

Employees are required to submit a written holiday request to their line manager as early as possible, normally giving a minimum of two weeks' notice.

Employees are not permitted to take more than two weeks' annual holiday at any one time. Only

in exceptional circumstances will this be considered e.g. honeymoon.

Employees who take unauthorised holiday may be subject to disciplinary action. Requests for annual holiday will normally be granted on a 'first come, first served' basis. Owing to the needs of the business, management reserves the right to limit the number of employees who may be permitted to take holiday at any one time. The granting of all holiday requests will be subject to adequate cover being available and the overall needs of the Company.

Employees who become ill during a period of authorised holiday may rebook their holiday later in the holiday year. The period of absence will then be reclassified as sick leave and paid according to statutory sick pay entitlement. The Company reserves the right to request a Fit Note to verify this. Employees taking advantage of this facility are required to submit a further annual holiday request in respect of the new period of annual holiday.

On termination of employment, employees will be entitled to be paid for holiday accrued but not taken at the date of termination of employment. If on termination of employment an employee has taken more annual holiday than he or she has accrued in that holiday year, an appropriate deduction will be made from the employee's final pay.

The Company may require an employee to take all or part of any outstanding holiday entitlement during a period of notice to terminate employment.

### **Public Holidays**

Full time employees are entitled to eight public holidays each year, and will be advised of the relevant dates as early as possible. The public holidays that are recognised are New Year's Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday, August Bank Holiday, Christmas Day and Boxing Day.

Public holidays form part of annual holiday entitlement.

Part time employees are entitled to public holidays pro rata. Where the Company closes on a public holiday and the employee has exhausted their pro rata public holiday entitlement, the employee will not be paid for this day. If the employee wishes to be paid for this day, they should take this time from their annual holiday entitlement, or arrange to work on an alternative day, at the sole discretion of the Company in accordance with the needs of the business.

Employees may be required to work during recognised public holidays, depending on the needs of the business. Employees will be given as much notice as possible of such a requirement.

Where employees are entitled to receive time off in lieu for working on a public holiday, the time off in lieu must be taken within the following two months and at a time convenient to the business.

### **SICK PAY**

Employees who are absent from work because of sickness will normally be entitled to receive Statutory Sick Pay (SSP) from the Company providing they meet the relevant criteria.

Once the criteria have been met, SSP is not normally payable for the first three days of sickness absence, unless the employee has been absent and in receipt of SSP within the previous eight weeks. Thereafter the Company will normally pay SSP at the statutory rate in force for a maximum

of 28 weeks.

In order to qualify for SSP the employee must notify the Company on the first day of absence, following our reporting procedures. For absences of less than 7 calendar days a self-certificate must be completed. For absence of over 7 calendar days a Fit Note must be obtained from your GP and be promptly supplied to the Company. The Company reserves the right to withhold payment of SSP where an employee fails to follow the correct procedure.

Certain employees are excluded from the SSP scheme, e.g., employees who earn below the lower earnings limit for National Insurance purposes.

The Company has a clear policy on managing both short term and long term absence. Please refer to the **Managing Absence Policy** for further details.

### **MATERNITY LEAVE AND PAY**

Maternity Leave is the right for qualifying employees to take up to 52 weeks of leave in connection with their pregnancy and birth of their child.

Pregnant employees also have the right to time off work for antenatal appointments.

To be eligible for maternity leave you must:

- Be an employee (not a contractor or consultant);
- Be pregnant at the qualifying week;
- Comply with the company's notification requirements.

The right to take maternity leave is not dependent on your length of service, although to qualify for statutory maternity pay, you must have at least 26 weeks of service at the qualifying week.

You can take shared parental leave instead of your full entitlement of maternity leave.

During your maternity leave, qualifying employees will be entitled to receive statutory maternity pay for up to 39 weeks.

Full details are set out in the Company's **Maternity Policy**.

### **PATERNITY LEAVE**

Paternity Leave is the right for qualifying employees to take up to two weeks leave in connection with the birth of their child, or a child for whom they have responsibility.

If you are the expectant father or partner of the expectant mother, you have the right to take unpaid time off to attend up to two antenatal appointments with the child's mother.

To be entitled to Paternity Leave you must:

- Still be employed and have at least 26 weeks of continuous employment at the end of the Qualifying Week;
- Be either (i) the biological father of the child and expect to have some responsibility for their upbringing or (ii) be the civil partner or partner of the child's mother and expect to have main (shared) responsibility (with the child's mother, co-adopter or adopter) for their



- upbringing.
- Be taking the leave to care for the child or support the mother.

Parental leave is either one week or two consecutive weeks and may not be taken in shorter intervals.

It can start any time from the date of the child's birth and must be completed within the following 56 days.

During Paternity Leave you will be entitled to Statutory Paternity Pay at a statutory rate set annually by the government.

For more information please see our **Paternity Leave Policy**.

### **SHARED PARENTAL LEAVE**

Shared Parental Leave (SPL) offers parents the flexibility to choose how to share the care of their child during the twelve months following the child's birth, giving employees up to 50 weeks SPL during these twelve months.

A mother can start SPL after the first two weeks following child birth. The father/ partner can take SPL immediately after the child's birth.

The number of SPL weeks is calculated by looking at how many weeks the mother has reduced her maximum 52 week maternity leave entitlement by.

Only the mother and either the father of the child or the partner of the child's mother can qualify for SPL. Both parents must share the main responsibility of childcare at the time of the birth and:

- The mother must be entitled to statutory maternity leave, maternity pay or maternity allowance, and have either ended or given notice to reduce maternity entitlements;
- You must still be working for us at the start of each period of SPL;
- You must have a minimum of 26 weeks' service at the end of the 15<sup>th</sup> week before the child's expected due date;
- Your partner must meet the employment and earnings test, which means in the 66 weeks immediately before the child's expected due date they have worked for at least 26 weeks and earned an average of at least £390 a week in any 13 of those weeks; and
- You must correctly notify us of your entitlement and provide evidence as required.

If eligible you may be entitled to take up to 37 weeks Shared Parental Pay (ShPP). The amount of weeks available will depend on the amount by which the mother reduces their maternity pay period or maternity allowance period.

If eligible you will receive Statutory ShPP at the rate set by the government for the relevant tax year.

See the **Shared Parental Leave Policy** for more details.

## **ADOPTION LEAVE AND PAY**

Employees newly adopting a child up until the age of 18, will be entitled to the same family policies and leave arrangements as attributed to fathers and mothers conceiving children.

Please see our **Adoption Leave Policy** for full details.

## **PARENTAL LEAVE**

Parental Leave is the right for qualifying employees to take up to 18 weeks of unpaid leave to care for a child under the age of 18 for whom they have parental responsibility.

To be eligible for Parental Leave you must:

- Have been employed by the Company for more than 12 months;
- Be taking the leave in connection with the well-being of a child that you have parental responsibility for.

Eligible employees may take parental leave during the period up to the 18<sup>th</sup> birthday of their biological child, adopted child or child which they otherwise have responsibility for. This will not apply to Foster parents unless they have secured parental responsibility through the courts.

On meeting the qualifying criteria, you may take up to 4 weeks parental leave in any year. Leave must be taken in blocks of one week, unless the child is disabled.

The total entitlement to parental leave is for each child, not for each employer. So if you have used some of your parental leave with a previous employer then you will only be entitled to take the unused balance with us.

21 days' advance notice must be given in writing to take parental leave.

Sometimes we might need to postpone the parental leave that you wish to take because it would unduly disrupt our business. In this case, we will consult with you about rearranging the leave within the next 6 months

For full details see our **Parental Leave Policy**.

## **TIME OFF FOR DEPENDENTS**

Employees are entitled to take reasonable unpaid time off to deal with sudden or unexpected problems with a dependant. A dependant is a partner, child or parent who lives with the employee as part of his or her family or any other person who reasonably relies on the employee for assistance.

Reasonable unpaid time off will be granted in the following circumstances:

- To deal with an unexpected illness, injury or assault of a dependant;
- If a dependant goes into labour unexpectedly and rely on you to take them to hospital;
- To deal with the disruption of care arrangements; and
- If your child is involved in an incident during school time.

The right is only to deal with emergencies and to put care arrangements in place. This means that in the case of a dependant's illness, for example, the employee is not entitled to time off for the duration of the dependant's illness.

Employees are required to inform the employer as soon as practicable of their absence, the reason for it and how long they expect to be away from work.

There is no minimum service period for an employee to qualify for this.

## **COMPANY CODE OF CONDUCT**

The Company's Code of Conduct is set out below and links closely to our values and behaviours which the Company requires from employees. The Code includes the Company Rules, which employees need to follow, and examples of misconduct which the Company normally regards as gross misconduct. A breach of the Company Rules may result in disciplinary action. A single instance of gross misconduct may result in dismissal without notice.

The Company Rules and the examples of misconduct are not exhaustive. All employees are under a duty to comply with the standards of behaviour and performance required by the Company and to behave in a reasonable manner at all times.

### **Appearance**

It is the belief of the Company that a smart and tidy appearance is important to promote and maintain the professional image of the Company. As such it is compulsory for employees to ensure they wear business attire.

For men this means shirts with collars, trousers and shoes. For women this means shirts/ blouses or smart tops, trousers or skirts (no miniskirts), and shoes or boots.

Jeans, lounge wear or trainers are not permitted.

In some departments a business uniform is provided, and where this is the case the employee must ensure this worn and kept in a clean and tidy condition.

The only exception to this is Friday which is considered a dress down day for those working in the office. Any employees who are meeting customers on a Friday must remain in business clothing.

### **Attendance and Timekeeping**

Employees are required to comply with the rules relating to notification of absence set out in the Company's Absence Procedure.

Employees are required to arrive at work promptly, ready to start work at their contracted starting times. Employees are required to remain at work until their contracted finishing times.

Employees must obtain management authorisation if for any reason they wish to arrive later or leave earlier than their agreed normal start and finish times.

The Company reserves the right not to pay employees in respect of working time lost because of poor timekeeping.

Persistent poor timekeeping may result in disciplinary action.

### **Standards and Conduct**

Employees are required to maintain satisfactory standards of performance at work.

Employees are required to comply with all reasonable management instructions.

Employees are required to co-operate fully with their colleagues and with management, and to ensure acceptable standards of politeness.

Employees are required to take all necessary steps to safeguard the Company's public image and preserve positive relationships with its customers, clients, suppliers and members of the public.

Employees must at all times present an enthusiastic and helpful attitude to our customers and to their colleagues.

Employees are required to ensure that they behave in a way that does not constitute unlawful discrimination.

Employees are required to comply with the Company's operating policies and procedures.

Personal mobile telephones must be switched off at all times during normal working hours.

Any queries received from the media must be referred immediately to management. Employees must not attempt to deal with queries themselves.

### **Flexibility**

Employees may be required to work additional hours at short notice, in accordance with the needs of the business.

Employees may be required from time to time to undertake duties outside their normal job remit.

Employees may be required from time to time to work at locations other than their normal place of work.

### **Confidentiality**

Employees are required to keep confidential, both during their employment and at any time after its termination, all information gained in the course of their employment about the Company's business and that of the Company's clients, customers and suppliers, except as required by law or in the proper course of their duties.

Employees are not permitted to engage in any activity outside their employment with the Company which could reasonably be interpreted as competing with the Company.

Employees are required to seek permission from management before taking on any other employment while employed by the Company.

### **Property and Equipment**

Employees are not permitted to make use of the Company's telephone, fax, postal or computer systems for personal use. The telephone is for business use only, including in-coming calls other than in emergencies. Employees will be required to pay the costs of unauthorised use.

Employees must not remove Company property or equipment from Company premises unless for use on authorised Company business or with the permission of management.

Where an employee damages property belonging to the Company, either through misuse or carelessness, the Company reserves the right to make a deduction from the employee's pay in respect of the damaged property.

On termination of their employment employees must return all Company property, such as keys, cars, laptops, mobile telephones, or any other items belonging to the Company in good condition, with only what the company considers to be reasonable wear and tear damage.

On termination the Company withholds the right to make deductions from the employee's final pay for any damage caused by careless treatment, lack of proper maintenance, suspected malicious acts or any unreported accidents.

### **Social Media**

The use of social media networks is not permitted during working time and may not be accessed via any work equipment.

Employees must at all times be aware that they are employees of the Company and our brand, and any negative comments or content in relation to the business, its customers, or suppliers will be deemed to be bringing the Company into disrepute which is an act of gross misconduct.

Any employee found to be bullying or harassing employees, customers or any person in relation to the Company through comments on any social network site, will be subject to the disciplinary process. Bullying and harassment is an act of gross misconduct.

The company reserves the right to use as evidence against employees any social media evidence, including copies of comments and conversations that are made available to us.

### **Personal Searches and Personal Property**

The Company may reasonably request to search employees' clothing, personal baggage or vehicles. An authorised member of management in the presence of an independent witness must conduct any such search. Should an employee refuse such a request, the Company will require the appropriate authorities to conduct the search on behalf of the Company. An employee's failure to co-operate with the Company in this respect may be treated as gross misconduct.

Employees are solely responsible for the safety of their personal possessions on Company premises and should ensure that their personal possessions are kept in a safe place at all times.

### **Environment**

In order to provide a cost-effective service, employees are requested to use the Company's equipment, materials and services wisely. Employees should try to reduce wastage and the subsequent impact on the environment by ensuring equipment is switched off when it is not in use, and to only print on paper when absolutely required.

Workstations and the workplace must be kept clear, clean and tidy at all times to promote a safe and positive work environment.

## **Smoking**

In order to provide a working environment which is pleasant and healthy, smoking is not permitted anywhere on Company premises and is only permitted in designated areas during normal break times.

Smoking is not permitted in any company vehicle, and is against the law.

When visiting customer premises employees must ensure they follow the site rules relating to smoking at all times.

A breach of the company's smoking rules may result in disciplinary action.

## **Changes in Personal Details**

Employees must notify the Company of any change in personal details, including change of name, address, telephone number or next of kin. This will help the Company to maintain accurate personal details in compliance with the Data Protection Act 1998, and ensure it is able to contact the employee or another designated person in case of an emergency.

Employees who change their name for example through marriage or divorce, will be required to provide proof of this.

## **Gross Misconduct**

Set out below are examples of behaviours which the Company treats as gross misconduct. Such behaviours may result in dismissal without notice. This list is not exhaustive.

- acts of theft, dishonesty or fraud;
- divulging to any person or the media any confidential information relating to the Company's business, finances, customers or suppliers;
- assault, acts of violence or aggression;
- unacceptable use of obscene or abusive language;
- possession, or use of, or being under the influence of, non-prescribed drugs or alcohol on Company premises or during working hours;
- wilful damage to Company, employee or customer property;
- insubordination or refusal to accept or carry out reasonable management instruction;
- serious or gross negligence;
- bringing the Company into disrepute;
- unlawful discrimination, including acts of indecency or sexual harassment;
- negligent behaviour in relation to health and safety or a serious breach of the health and safety policies and procedures, including those of customer's whilst at their sites;
- unauthorised accessing, copying or use of computer data including programmes;
- unauthorised accessing, copying or use of computer software;
- loading unauthorised software onto the Company system;
- any use of telephone, e-mail or internet which might discredit the Company, cause offence or is illegal;
- unauthorised use of internet to access non-business related websites;
- publishing unacceptable comments or content onto any form of social media, on line

forum or community which constitutes bullying or harassing behaviour towards anyone connected with the business, defamatory comments about the business or its activities, or any comments which could be deemed to have an adverse effect on the business.

## **DISCIPLINARY PROCEDURE**

The primary objective of the Company's Disciplinary Procedure is to ensure that all disciplinary matters are dealt with fairly and consistently, and, where there has been a breach of discipline, to encourage an improvement in individual conduct or performance.

The Company reserves the right to discipline or dismiss an employee with less than 12 months' continuous service without following the Disciplinary Procedure.

For employees with 12 months' continuous service or longer, the Company will follow the Disciplinary Procedure set out below.

### **Disciplinary Process**

In all but a few straightforward cases (e.g., lateness), the Company will first investigate all allegations of potential disciplinary offences to establish the facts before deciding whether to invoke the Disciplinary Procedure.

It may be necessary for the Company to suspend the employee whilst an investigation is taking place. Any suspension will be kept to a minimum and will be on full pay. Suspension does not in itself constitute disciplinary action.

Where the Company decides to invoke the Disciplinary Procedure, it will write to the employee, setting out the basis and grounds for potential disciplinary action and invite the employee to a disciplinary meeting. The Company will give the employee reasonable notice of the requirement to attend the meeting to allow the employee to prepare his or her case.

Employees are entitled to be accompanied by a fellow employee or by a trade union official at the disciplinary meeting.

The Company will give the employee the opportunity to state his or her case at the disciplinary meeting before it decides whether or not to take any disciplinary action.

Following the disciplinary meeting, the Company may take disciplinary action against the employee. In any event, the employee will be informed of the outcome of the meeting as soon as possible.

Employees have the right to appeal against any disciplinary action taken against them, or in the event of their dismissal, in accordance with the Disciplinary and Dismissal Appeals Procedure.

### **Disciplinary Action**

The severity of the disciplinary action, if any, will be determined by the severity of the offence. For relatively minor first offences the Company will normally impose a verbal warning. Verbal warnings constitute informal action and may be issued without following the disciplinary process. The purpose of issuing a verbal warning is to allow the employee to improve their behaviour, conduct or performance before the formal disciplinary route is required.

If the employee persists with the offence in question, or the employee's performance fails to

suitably improve, the Company may, having followed the Disciplinary Procedure in each instance, apply a Written Warning followed by Final Written Warning and eventually dismiss the employee.

For more severe first offences the Company may apply a Written Warning or Final Written Warning if appropriate.

In cases of gross misconduct the Company may dismiss the employee for one off offences summarily, i.e., without notice.

A summary of the disciplinary actions that may be imposed is set out below.

<b>Verbal Warning</b>	This does not constitute a formal warning. The Company will advise the employee that his or her standard of conduct or performance has been unacceptable and that a failure to improve will result in disciplinary action. The required standard will be outlined. The warning will be given verbally and a file note created to reflect this. A verbal warning remains live on the employee's file for 12 months.
<b>Written Warning</b>	This is the first level of the formal disciplinary sanctions. Issued either after the employee has not improved or committed the same/ similar offence after receiving an informal verbal warning. It may be applied after a more serious first offence. The employee will be advised in writing that a failure to improve the standard of conduct or performance will result in further disciplinary action. A written warning remains live for a period of 12 months.
<b>Final Written Warning</b>	This is the second level of the formal disciplinary sanctions. Employees may be issued this progressively after a continual failure to improve. It may also be issued on first offence if the Company believes the conduct issue is sufficiently serious. The employee will be advised in writing that a failure to improve the standard of conduct or performance will result in dismissal. Any employee issued with this sanction will be withdrawn from the Company commission scheme, for the duration of the warning, as detailed below. A final written warning will remain live for a period of 12 months.
<b>Dismissal</b>	The employee is dismissed either with or without notice. Dismissal without notice is referred to as "summary dismissal" and is normally restricted to cases of gross misconduct.

If disciplinary action is taken which results in either a Final Written Warning or Dismissal, then the Company reserves the right to withhold any commission and/ or bonus payments. Commission and bonus payments are not a contractual right and are paid at the discretion of the Company.

### **The Right to be Accompanied**

#### **Formal Meetings**

Employees are entitled to be accompanied by a work colleague or trade union official at any formal disciplinary, grievance or appeal meeting.

An employee under the age of 18 may choose to be accompanied by a parent or legal guardian.

An employee who wishes to take advantage of this right must notify the Company of the name and



position of his or her chosen companion. The Company may refuse to allow the companion to attend the meeting if the Company considers there may be a conflict of interest. If so, the Company will allow the employee to choose a different companion.

The meeting may be delayed for up to five working days if the companion is not available to attend.

The companion is permitted to address the meeting, ask questions and confer with the employee, but is not entitled to answer questions directly on the employee's behalf.

### **Informal Investigations**

Employees do not have the right to be accompanied at investigation meetings as part of the company's disciplinary process.

### **Disciplinary and Dismissal Appeals**

Employees have the right to appeal against any disciplinary action taken against them or in the event of their dismissal.

All appeals must be made in writing, stating the reasons, no later than the end of the fifth working day after the employee has been notified in writing of the disciplinary decision or dismissal. The first of these five working days is the day on which the employee received written confirmation of the Company's decision.

The employee should submit the written appeal to the People Support Team.

The Company will arrange and hold an appeal meeting as quickly as possible. The employee will be entitled to attend the appeal meeting and will be given an opportunity to state his or her case. The employee must take all reasonable steps to attend this meeting.

The Company will inform the employee in writing of its decision in response to the employee's appeal within fourteen working days of the meeting.

The decision at this stage will be final.

All meetings provided for in this Procedure will be arranged as quickly as possible. The purpose of this Procedure is to resolve at the earliest opportunity any issues raised. While the Company will make every effort to settle issues within the time limits indicated, this may not be possible on occasions. In these circumstances an extension of time may be arranged.

At all stages of the Procedure an employee is entitled to be accompanied by a fellow employee or a trade union official.

## **GRIEVANCE PROCEDURE**

### **Informal Grievances**

If an employee has a grievance relating to any aspect of his or her employment the Company encourages the employee to try to settle the grievance informally by raising it with his or her line manager, a Director or alternatively People Support. If the employee does not wish to raise the matter informally or if a grievance raised informally has not been resolved, the employee may wish to take the matter further by raising a formal grievance.

## **Formal Grievances and Appeals**

The employee must set out the grievance and the basis for it in writing and submit it to People Support, who will invite the employee to a meeting to discuss the grievance. The employee must take all reasonable steps to attend this meeting.

The Company will inform the employee in writing of its decision in response to the grievance within five working days of the meeting. The employee will have the right to appeal this decision.

All appeals must be made in writing no later than the end of the fifth working day after the Company's decision was notified in writing to the employee. The first of these five working days is the day on which the employee received written confirmation of the Company's decision.

The employee should submit the written appeal to People Support.

The Company will arrange and hold an appeal meeting as quickly as possible. The employee will be entitled to attend the appeal meeting and will be given an opportunity to state his or her case. The employee must take all reasonable steps to attend this meeting.

The Company will inform the employee in writing of its decision in response to the employee's appeal within five working days of the meeting. The decision at this stage will be final.

All meetings provided for in this Procedure will be arranged as quickly as possible. The purpose of this Procedure is to resolve at the earliest opportunity any issues raised. While the Company will make every effort to settle issues within the time limits indicated, this may not be possible on occasions. In these circumstances an extension of time may be arranged.

At all stages of the Procedure an employee is entitled to be accompanied by a fellow employee or a trade union official.

## **ABSENCE PROCEDURE AND RULES**

### **General**

Employees must ensure that any time off (other than in the case of sickness) is authorised in advance by their manager.

### **Medical and Dental Appointments**

Employees are requested to arrange any medical or dental appointments outside working hours. Where this is not possible, employees must obtain permission from management before taking any time off and appointments should be arranged for first thing in the morning or last thing at night to minimise any disruptions to the Company.

Employees will be required to work additional time to cover their time away from the office.

### **Absence Due to Sickness**

Employees are required to notify the Company as soon as possible of their sickness absence and the reasons for it. They should do this personally at the earliest opportunity to their line manager on the first day of the absence. Texting or emails are not appropriate methods of communication, this must be done via a telephone conversation.

It is essential that employees keep the Company updated on the circumstances of the absence and of its estimated duration. Employees should endeavour to notify the Company by 4.00 p.m. of the day prior of their intended return to work.

Where the absence lasts for seven calendar days or fewer, the employee must complete a Self-Certification Form immediately upon return to work.

Where an employee's absence lasts more than seven calendar days a Medical Certificate completed by a medical practitioner must be forwarded to management to cover the absence, such as a Fit Note by your GP.

Every employee who has been absent due to sickness will attend a return to work interview with management immediately upon return to work. The reasons for the employee's absence will be discussed and any issues relating to this absence or the employee's overall absence levels will be noted. Management must decide whether to authorise the absence or not. The onus is on the employee to satisfy management that there was a genuine medical reason for the absence.

The Company will monitor each employee's attendance at work so that any unacceptable levels of absenteeism may be addressed.

### **Access to Medical Reports**

From time to time it may be necessary for the Company to obtain a medical report from an employee's doctor or recognised occupational health professional in order to gather further information about the employee's medical condition and its probable effect on the employee's future attendance at work or the ability to do his or her job.

Employees have certain rights under the Access to Medical Reports Act 1988. Should the Company find it necessary to obtain a medical report concerning an employee's fitness for work or any other relevant matter the employee will be asked for his or her written consent. At the time of the request for consent the employee will be advised of his or her rights under the Act.

Any employee refusing to give this consent, must do so on the understanding that the Company may have to make decisions relating to their employment without medical opinion.

### **Time off for Public Duties**

An employee is entitled to ask for time off work for specified public duties. The permitted amount of time off is that which is reasonable in the circumstances and will be unpaid by the Company.

The public positions for which there is a right to time off are as follows:

- Justice of the Peace;
- members of a local authority, e.g., local councilors;
- members of a statutory tribunal;
- members of a police authority;
- prison visitors;
- members of health bodies, e.g., NHS trusts, health authorities, etc;
- members of education bodies, e.g., managing or governing bodies of local authority educational establishments, grant maintained schools, etc; and
- members of the Environmental Agency or the Scottish Environmental Protection Agency.

## **Jury Service**

Employees are entitled to time off work for jury service. Employees should notify management immediately on receipt of the jury summons, giving full details.

Employees will not be paid for this time off, and are advised to claim the expenses to which they are entitled from the Court. This will include compensation for loss of earnings.

## **Bereavement Leave**

In the unfortunate event of a death of a close relative, the company will provide the employee with one days paid leave.

This will apply to the following relatives:

- Parent
- Child
- Spouse
- Sibling
- Grandparent

The employee may then take reasonable unpaid time off following the death of a dependant, or immediate or close relative.

## **TELEPHONES AND MOBILE TELEPHONES**

### **General**

Company telephones are provided for business purposes.

The Company reserves the right to deduct the cost of personal telephone calls made by employees on Company telephones or mobile telephones from an employee's pay.

### **Company Mobile Telephones**

The Company will meet rental and standard call costs in respect of business calls.

Company mobile phones are not to be used to communicate with other employees during working hours for non-work purposes. Consider cost when making calls and determining whether to use the company mobile or landline.

### **Text Messaging on Company Mobile Telephones**

The content of text messages must comply with the standards required of any other form of written communication and be consistent with best Company practice. Messages should be concise and directed only to those individuals with a need to know.

Abuse of the text messaging facility is a disciplinary offence and may result in disciplinary action. The transmission of any material which in the opinion of the Company is

- defamatory;
- offensive or obscene;

- untrue or malicious;
- of a political nature; or
- in breach of copyright

will constitute gross misconduct and may result in summary dismissal.

If employees receive inappropriate text messages, they must notify management immediately.

### **Personal Mobile Telephones**

Employees must ensure personal mobile telephones are switched off at all times during working hours.

The Company will make available a telephone for employees' use in the event that they need to make or receive emergency telephone calls.

## **ALCOHOL AND DRUGS**

### **Consumption of Alcohol on the Premises**

Unless authorised by management, employees are expressly forbidden to consume alcohol when at work or to bring it onto Company premises. Any breach of this rule will be treated as gross misconduct and is likely to result in summary dismissal.

### **Drug Misuse or Abuse on the Premises**

Employees who take, sell, buy or possess non-medical drugs during working hours or on Company premises will be committing an act of gross misconduct and are likely to be summarily dismissed.

### **Intoxication at Work**

An employee who is under the influence of alcohol or non-medical drugs during working hours or on Company premises will be escorted from the premises immediately. The Company will invoke the disciplinary process when the employee has had time to sober up or recover from the effects of intoxication. Intoxication at work will normally be treated as gross misconduct and is likely to result in an employee's summary dismissal.

### **General**

All employees are encouraged not to cover up for employees with a drink or drug problem but rather to recognise that collusion represents a false sense of loyalty and will in the longer-term damage those employees.

Employees who recognise that they have a drink or drug problem, or that they are at risk of developing one, are encouraged to come forward for confidential help. They should speak in confidence with a manager or People Support.

## **COMPUTERS, E-MAIL AND THE INTERNET**

To maximise the benefits of our computer resources and minimise potential liability, employees are only permitted to use the Company's computer systems in accordance with the Company's Data Protection and Monitoring Policies and the following guidelines.

### **General Rules**

The Company's computer systems, software and their contents belong to the Company, and they are intended for business purposes. Employees are permitted to use the systems to assist in performing their jobs.

The Company has the right to monitor and access all aspects of its systems, including data which is stored on the Company's computer systems in compliance with the Data Protection Act 1998.

Employees must receive prior approval from management before using any part of the computer systems or software for personal use.

### **Security**

To safeguard the Company's computer systems from viruses, employees are not permitted to load or run unauthorised games or software, or to open documents or communications from unknown origins. Where the computer has Internet or e-mail facilities installed, employees are not permitted to download or open files from the Internet. Before opening incoming e-mail attachments employees must forward them to the IT department, or designated IT specialist, for virus checking.

The Company reserves the right to require employees to hand over all Company data held in computer useable format.

### **Use of E-mail**

The Company's computer systems contain an e-mail facility which is intended to promote effective communication within the Company on matters relating to its business. Employees should only use the e-mail system for that purpose. The Company encourages employees to make direct contact with individuals rather than communicating via e-mail where possible.

E-mails should be written in accordance with the standards of any other form of written communication, and the content and language used in the message must be consistent with best Company practice. Messages should be concise and directed to relevant individuals on a need to know basis.

E-mails can be the subject of legal action (for example, claims of defamation, breach of confidentiality or breach of contract) against both the employee who sent them or the Company. Employees are also reminded that e-mail messages may be disclosed to any person mentioned in them. Employees must therefore always be careful if they write about people in e-mails.

### **Monitoring**

Monitoring of employee's email and internet use can take place at any time to ensure it is in accordance with the above policies.

### **Inappropriate Use**

Misuse of the Company's computer systems may result in disciplinary action up to and including summary dismissal. Examples of misuse include, but are not limited to, the following:

- sending, receiving, downloading, displaying or disseminating material that insults, causes offence or harasses others;
- accessing pornographic, racist or other inappropriate or unlawful materials;
- engaging in on line chat rooms or gambling;
- forwarding electronic chain letters or similar material;
- downloading or disseminating copyright materials;
- accessing any non-business related websites during working hours;
- transmitting confidential information about the Company or its clients;
- downloading or playing computer games; and
- copying or downloading software.

## **DATA PROTECTION POLICY**

### **Introduction**

The Data Protection Act 1998 protects employees against the misuse of personal data and covers both manual and electronic records.

The Act requires that any personal data held should be:

- Processed fairly and lawfully;
- Obtained and processed only for specified and lawful purposes;
- Adequate, relevant and not excessive;
- Accurate and kept up-to-date;
- Held securely and for no longer than is necessary; and
- Not transferred to a country outside the European Economic Area unless there is an adequate level of data protection in that country.

The Act also gives employees certain rights. For employment purposes, the most important right is the right to access the personal data held about the employee.

### **Purposes for which Personal Data may be Held**

Personal data relating to employees may be collected primarily for the purposes of:

- Recruitment, promotion, training, redeployment and/or career development;
- Administration and payment of wages;
- Calculating of certain benefits including pensions;
- Disciplinary or performance management purposes;
- Performance review;
- Recording of communication with employees and their representatives;
- Compliance with legislation;
- Provision of references to financial institutions, to facilitate entry onto educational courses and/or to assist future potential employers; and
- Staffing levels and career planning.

The Company considers that the following personal data falls within the categories set out above:

- personal details including name, address, age, status and qualifications. Where specific monitoring systems are in place, ethnic origin and nationality will also be deemed as relevant;
- references and CVs;

- emergency contact details;
- notes on discussions between management and the employee;
- appraisals and documents relating to grievance, discipline, promotion, demotion or termination of employment;
- training records;
- salary, benefits and bank/building society details; and
- absence and sickness information.

Employees or potential employees will be advised by the Company of the personal data which has been obtained or retained, its source, and the purposes for which the personal data may be used or to whom it will be disclosed.

The Company will review the nature of the information being collected and held on an annual basis to ensure there is a sound business reason for requiring the information to be retained.

### **Sensitive Personal Data**

Sensitive personal data includes information relating to the following matters:

- the employee's racial or ethnic origin;
- his or her political opinions;
- his or her religious or similar beliefs;
- his or her trade union membership;
- his or her physical or mental health or condition;
- his or her sex life; or
- the commission or alleged commission of any offence by the employee.

The employee's express written consent must be sought at the point at which sensitive personal data is collected.

### **Responsibility for the Processing of Personal Data**

The Company will appoint a Data Controller as the named individual responsible for ensuring all personal data is controlled in compliance with the Data Protection Act 1998.

Employees who have access to personal data must comply with this Policy and adhere to the procedures laid down by the Data Controller. Failure to comply with the Policy and procedures may result in disciplinary action up to and including summary dismissal.

### **Use of Personal Data**

To ensure compliance with the Data Protection Act 1998 and in the interests of privacy, employee confidence and good employee relations, the disclosure and use of information held by the Company is governed by the following conditions:

- Personal data must only be used for one or more of the purposes specified in this Policy;
- Company documents may only be used in accordance with the statement within each document stating its intended use; and
- Provided that the identification of individual employees is not disclosed, aggregate or statistical information may be used to respond to any legitimate internal or external requests for data (e.g., surveys, staffing level figures); and



- Personal data must not be disclosed either within or outside the Company, to any unauthorised recipient.

### **Disclosure of Personal Data**

Personal data may only be disclosed outside the Company with the employee's written consent, where disclosure is required by law or where there is immediate danger to the employee's health.

### **Accuracy of Personal Data**

The Company will review personal data regularly to ensure that it is accurate, relevant and up to date.

In order to ensure the Company's files are accurate and up to date, and so that the Company is able to contact the employee or, in the case of an emergency, another designated person, employees must notify the Company as soon as possible of any change in their personal details (e.g., change of name, address; telephone number; loss of driving licence where relevant; next of kin details, etc).

### **Access to Personal Data ("Subject Access Requests")**

Employees have the right to access personal data held about them. The Company will arrange for the employee to see or hear all personal data held about them within 40 days of receipt of a written request and subject to a £10.00 administration fee.

## **MONITORING POLICY**

Employee monitoring covers monitoring of employees' use of telephones, fax, e-mails, Internet use, and recording of images of employees by video. Monitoring may include the following:

- Monitoring telephone calls for training purposes;
- Checking e-mails to ensure the system is not abused;
- Checking websites visited by employees using Company systems;
- Recording telephone calls;

### **Monitoring Without Employees' Knowledge**

The Company will not monitor employees without their knowledge, unless the Company has reason to believe that employees are engaged in dishonest, fraudulent or criminal activity.

### **Monitoring with Employees' Knowledge**

The Company reserves the right to introduce monitoring from time to time. Before doing so, the Company will:

- identify the purpose for which the monitoring is to be introduced;
- ensure that the type and extent of monitoring is limited to what is necessary to achieve that purpose;
- consult with affected employees in advance of introducing the monitoring; and
- weigh up the benefits the monitoring is expected to achieve against the impact it may have on employees.

The Company will ensure employees are aware of when, why and how monitoring is to take place and the standards they are expected to achieve.

If disciplinary action results from information gathered through monitoring, the employee will be given the opportunity to see or hear the information in advance of the disciplinary meeting and make representations about it.

The Company will ensure data collected through monitoring is kept secure, and access is limited to authorised individuals.

### **Telephone Monitoring**

All calls made on company landlines are recorded and monitored for both training purposes, and in the event of a customer dispute to provide evidence. The Company will make available upon request a telephone in a private area, not subject to monitoring, for employees to make urgent personal calls.

## **CONFIDENTIALITY POLICY**

Pescado Ltd, Pescado Hosted Ltd and relating businesses are now members of the Communications Ombudsman's Services. It is a requirement that we as a business and therefore all company employees comply with all data protection laws and policies of the organisations we belong to. This includes the rules and regulations from the Ombudsman's Services and the law relating to data protection instructed by the Information Commissioner's Office. These organisations demand that you, the employee, the customer, and the business itself operate within the published framework that is set out by them.

We hold sensitive information about businesses and individuals in our company systems, and employees must not disclose any of this information outside of the business in order to comply with the company confidentiality policy.

The information in our systems which are covered by this include:

- All information relating to Leads and Opportunity details for prospective customers.
- All information relating to existing accounts and contacts.
- Personal details relating to employees of Pescado Ltd, Pescado Hosted Ltd and any other related businesses.
- All information relating to suppliers and partners of Pescado Ltd, Pescado Hosted Ltd and any other related businesses.

In addition to the above the following is also included in the company's confidentiality policy:

- All users' names and passwords relating to systems used by Pescado Ltd, Pescado Hosted Ltd and any other related businesses. You must not disclose this information to anyone internally or externally unless they are an appointed director of Pescado Ltd, Pescado Hosted Ltd and any other related businesses.
- Any information relating to salary and commission of an employee of Pescado Ltd, Pescado Hosted Ltd and any other related businesses. You must not disclose this information to anyone internally or externally unless they are an appointed director of Pescado Ltd, Pescado Hosted Ltd and any other related businesses.

A breach of this confidentiality policy will be deemed gross misconduct and could lead to dismissal. In some circumstances this may also include prosecution.

As stated in your contract of employment the disclosure or use of any of the above information also applies, for a minimum period of 12 months, to an employee who has left the employment of Pescado Ltd, and any subsidiary businesses.

As an employee you agree to comply with this policy.

### **REDUNDANCY, SHORT TIME WORKING AND LAY OFF**

It is the Company's intention to develop and expand its business and to provide security of employment for its employees. However, circumstances may arise when changes in the market, technology, organisational requirements, and similar developments, will lead to the need for reductions in employees.

Where a redundancy situation arises, the Company will give consideration to alternative options, which may include:

- imposing a restriction on recruitment;
- restricting the use of temporary and casual employees;
- reducing the amount of overtime working; and
- the implementation of temporary layoff or short time working where this is appropriate;

Where, after consideration of these and any other alternatives, management considers that the need for redundancies still remains, consultation will take place.

Selection for redundancy will be based on criteria drawn up at the time and may include, but may not necessarily be limited to, some or all of the following:

- suitability for remaining work and/or re-training;
- experience/qualifications;
- conduct;
- attendance; and
- service length

These criteria may be differently weighted depending on the circumstances, but will be assessed in an objective manner.

The above criteria are subject to the Company's requirement to retain specific knowledge, skills and a balanced workforce at all times.

The Company reserves the right to introduce short time working or a period of temporary layoff without pay (with the exception of any statutory entitlement) where this is necessary to avoid redundancies or where there is a shortage of work.

### **RETIREMENT**

The Company does not operate a retirement age. Any employee wishing to retire must put their written notice into the business.