

EMPLOYEE HANDBOOK

The Hut Group Employee Handbook establishes policies, procedures, benefits, and working conditions that will be followed by all The Hut Group employees as a condition of their employment at the Company.

The policies and procedures outlined in the handbook will be applied at the discretion of The Hut Group. The Hut Group reserve the right to deviate from the policies, procedures, benefits and working conditions described in this handbook. Furthermore, the Company reserves the right to withdraw or change the policies, procedures, benefits and working conditions described in this handbook at any time, for any reason, and without prior notice.

The Company will make every effort to notify employees when an official change in policy or procedure has been made but employees are responsible for their own up-to-date knowledge about Company policies, procedures, benefits and working conditions.

The Hut Group strives to provide an employee-friendly environment in which goal-oriented individuals thrive as they achieve ever more demanding challenges. Your Company commitment to serving customers and to providing quality products at competitive prices is unwavering. These policies, procedures and working conditions provide a work environment in which both customer interests and employee-interests are served.

The Hut Group is an equal opportunity employer. Religion, age, gender, national origin, sexual orientation, race or colour does not affect employment, promotion, development opportunities, pay or benefits. The Hut Group provides for fair treatment of employees based on merit. The Company complies with all laws.

Please review the policies, procedures, and working conditions described in this handbook. You will be asked to confirm that you have read, understood, and agree to abide by and acknowledge your receipt of this employee handbook by completing the enclosed declaration form and returning to the HR Department.

Kind Regards

Matthew Moulding

CEO

1. **PERSONNEL FILES**

A personnel file is maintained for each employee of The Hut Group. These personnel files contain confidential documents and are managed and maintained by Human Resources.

It is an employee's sole responsibility to make sure all the information we store in these files are up-to-date and as accurate as possible. Should any personal details including health details change, please notify HR as soon as possible in writing so we can make any necessary arrangements or adjustments.

All employees, former employees and representatives of employees may view certain contents of their personnel file with advance notice to Human Resources. No employee may alter or remove any document from their personnel file which must be viewed in the presence of HR. Documents that relate to the employee's qualifications for hire such as the application, promotion, disciplinary action and transfer may be viewed. Additionally the employee may review policy signoff forms and training records.

Documents that the employee may not review include, references or reference checks, records of any investigation undertaken by management, documents related to a judicial proceeding, any document that could violate the confidentiality of another employee and documents used for employee planning.

2. **ANNUAL LEAVE ENTITLEMENT**

Details of your basic holiday entitlement are set out in your Contract of Employment. All permanent full time staff are entitled to 21 days holiday per annum (unless stated otherwise in your Contract of Employment) in addition to the statutory bank holidays. All part time staff holidays are worked out on a pro rata basis.

The holiday year runs from 1st January to 31st December inclusive. If you join part way through the year your holidays will be accrued on the basis of 1/12th of the annual holiday entitlement for each full calendar month worked.

It may be necessary on occasion for employees to work on Bank/Public Holidays. If employees are required to work on a Bank/Public Holiday they will be given a day off in lieu of that day worked.

Holiday entitlement does increase with length of service. For each full calendar year served your entitlement will increase by one day up to five years' service. For the avoidance of doubt, in no circumstances will your holiday entitlement exceed 26 days per annum.

Holiday requests must be approved in advance by your Manager. We require two weeks' notice for holiday requests however; exceptions may be made on occasion. The Company reserve the right to refuse holidays for operational reasons.

Any holidays outstanding or owed when the employee leaves the company will be paid/deducted in the final wage slip.

No annual leave may be carried over into the following year, and no outstanding annual leave will be paid into salary.

No holidays will be permitted from 1st December to the 29th December unless authorised by the CEO&COO. Further holidays cannot be taken at the same time as a colleague who does the same job role, unless authorised by your Line Manager.

THE HUT GROUP™

ATTENTION TO RETAIL

In addition to your holiday entitlement, all employees are entitled to take their birthday as a holiday, providing that they have completed one full year of service and only if their birthday falls on a day on which they ordinarily work. No time off in lieu is acceptable.

3. **SICKNESS ABSENCE POLICY**

3.1. REPORTING SHORT TERM ABSENCE

In the event of unavoidable absence from work due to sickness or injury your manager should be informed within one hour of your normal starting time. Your manager must be informed by phone. Text messaging or speaking to another person is not acceptable and will be classed as not following the correct sickness absence reporting procedure which may lead to disciplinary action.

If your absence lasts for more than seven days a Doctor's Note is required. This is inclusive of all working and non-working days.

Unless otherwise agreed on the first day of notification of sickness, notification must be given to your Manager on each and every day of sickness.

Upon return to work a return to work interview will be conducted by your manager, copies of which will be kept on your personnel file. A self-certification form will need to be completed to cover the first seven days of absence.

3.2. REPORTING LONG TERM ABSENCE

Please follow the points as listed above for short term absence.

Sick notes must be submitted from the date of the eighth day of absence up until the return to work date (this is inclusive of working and non-working days).

Regular weekly contact must be kept with the Line Manager, unless otherwise agreed.

Meetings may take place in order to keep the individual up to date with any changes in the business and to discuss the employee's circumstances and how we can assist with their return to work. These can take place at the employee's home or at the employee's place of work depending on the circumstances and the employee will be contacted and given reasonable notice for such appointments.

Phased return to work plans may be put in place in some instances to assist in an employee's recovery and, where appropriate, in order for reasonable adjustments to be made by the Company.

Should we require any further information or need to make a decision on the future employment of the employee due to the nature of their absence then Occupational Health advice may be sought in the form of an Independent Medical Advisor.

Refusal to attend such appointments will leave us with no option but to make a decision based on the only facts we have available to us and the employee may be charged for any cancellation costs incurred.

Failure (without good cause) to follow any rehabilitation plans, reduced hours etc. may lead to sickness payments (if eligible) being retracted without notice.

3.3. AWOL – ABSENCE WITHOUT OFFICIAL LEAVE

If an employee is absent from work and does not follow the correct Company absence procedure, then the employee may be classified as being AWOL. To further establish this fact, the line manager may attempt to contact the employee on several occasions on the first day of absence. If the employee is not contactable and they fail to attend work the next working day, then the AWOL procedure will commence and the Company will address the matter using an appropriate disciplinary process.

4. MANAGING SICKNESS ABSENCE

4.1. TRIGGER POINTS

When measuring employee absenteeism the Company will use Trigger Points.

The Company will count the number of occasions of absence over a 12 month rolling period.

The Company have set the following trigger points as a guideline:

Counselling – 2 occurrences

Verbal Warning – 3 occurrences

Written Warning – 4 occurrences

Final Written Warning – 5 occurrences

Dismissal/Alternative to dismissal – 6 occurrences

After each absence, you will be invited to attend a return to work interview at which your absence history will be reviewed, your line manager will discuss this with you and depending on the level of the trigger point make a decision based on the information available to them, they will discuss this with you and depending on the level of the trigger point make a decision based on the guidelines below:

- 2 Absence Spells – to commence counselling (an informal meeting to inform you of the sickness absence policy and to ensure you are aware of the subsequent consequences should you have a further absences within a rolling 12 months);
- 3 Absence Spells or you have a counselling record on file and have failed to sustain an improvement in the agreed review timeframe - to invite you to a disciplinary hearing for misconduct based on unacceptable absence, whereupon if there are no extenuating circumstances to be taken into account then it is likely that you will be issued with a verbal warning;
- 4 Absence Spells or you have a verbal warning on file and have failed to sustain an improvement in the agreed review timeframe - to invite you to a disciplinary hearing for misconduct based on continued unacceptable absence, whereupon if there are no extenuating circumstances to be taken into account then it is likely that you will be issued with a written warning;

THE HUT GROUP™

ATTENTION TO RETAIL

- 5 Absence Spells or you have a written warning on file and have failed to sustain an improvement in the agreed review timeframe - to invite you to a disciplinary hearing for misconduct based on continued unacceptable absence, whereupon if there are no extenuating circumstances to be taken into account then it is likely that you will be issued with a final written warning;
- 6 Absence Spells or you have a final written warning on file and you fail to sustain an improvement in the agreed review timeframe - to invite you to a disciplinary hearing for misconduct based on continued unacceptable absence, whereupon if there are no extenuating circumstances to be taken into account then further disciplinary action is likely to be taken which may lead to your dismissal from the Company.

If you are invited to attend any of the disciplinary meetings detailed above (but not including the counselling, which is informal), you are entitled to bring representation of a work colleague or Trade Union representative with you to the meeting and should a warning be issued then you will also have an opportunity to appeal against this warning.

At any stage of the above procedure, if it is felt that further medical advice is needed in relation to your frequent absence then your permission will be sought to write to your GP for access to your medical records in relation to your medical condition. Should you refuse to grant permission to your medical records and there are concerns over the ability to complete your job role, then we will only be able to make a decision on your employment based on the facts that are made available to us at the time.

Line managers will take into account any mitigating circumstances and the Company will ensure that the process is fair and consistent. If you have any concerns regarding these meetings or the process, please contact Human Resources.

In exceptional circumstances the Company reserves the right to act outside of the guidelines above.

4.2. PAYMENT OF SICK PAY

Provided you comply with the notification procedures outlined above and self-certification forms and doctor's certificates are provided for the period of your absence then you will be entitled to receive Statutory Sick Pay at the appropriate rate for the first 28 weeks of absence. In addition, you will be entitled to have your SSP entitlement topped-up to full pay ("Company Sick Pay") for the following periods of absence (depending on length of service):

<u>Length of continuous service</u>	<u>Entitlement to Company Sick Pay</u>
Less than one year	Nil
One year	One week per calendar year
Two years	Two weeks per calendar year

Any employees with over two years continuous service will only be paid over two weeks Company sick pay at the discretion of the CEO&COO.

4.3 WITHHOLDING COMPANY SICK PAY

The CEO&COO can exercise their discretion to withhold Company Sick Pay; however it will always be explained to the employee prior to payday, why this decision has been made. If the employee is made

THE HUT GROUP™

ATTENTION TO RETAIL

aware that they will not be receiving Company Sick Pay for a certain period of absence, the Manager will disclose the fair and justified reason why the decision has been made, which may typically include:

- Unacceptable patterns of absence, e.g. regular Mondays/ Fridays
- Misuse of alcohol/drugs
- Absence resulting from other employment
- Absence caused by surgery or medical treatment which the employee elected to have, unless undertaken upon the advice of a registered medical practitioner and deemed necessary
- Failure to follow correct absence notification procedures
- Failure to complete required self-certification forms or submission of Doctors note
- Breach of Company Health and Safety rules
- Where disciplinary action has been taken against an employee due to their unacceptable level of absence

5. EMPLOYEE ATTENDANCE POLICY

Excellent attendance is an expectation of all employees at The Hut Group. Daily attendance is especially vital for employees whose customers and co-workers have the expectation of on-time product shipping and delivery. Emergency personal time is made available to employees for such unscheduled events such as personal illness, immediate family member illness and doctors/dentist appointments.

Wherever possible, and as long as the time missed does not affect fellow employees or customers adversely, employees must schedule time off in advance for such needs as to attend a doctor's appointment, classes, parent-teacher meetings and religious events and services. Employees must have the permission of their Team Leader to take time off, however if the employee needs to travel and/or their appointment is longer than two hours, the employee is expected to take this time out of their holiday entitlement.

Where possible the employee must make up the time missed during the same week in which the time was missed.

6. EXPENSE REIMBURSEMENT

If you travel on Company business you will be reimbursed for all pre authorised expenses that are incurred throughout your trip.

These must be supported by VAT receipts with each purchase.

If you claim back mileage expenses you must first provide both parts of your driving license to the HR department along with your insurance documents to prove that your car is insured for work purposes. Failure to comply with this may result in any expenses you have submitted being returned unpaid.

You must let the HR department know as soon as possible of any changes to your license.

7. MATERNITY POLICY

7.1. OVERVIEW

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

This policy does not form part of any employee's contract of employment and we may amend it at any time.

7.2. DEFINITIONS

The definitions in this paragraph apply in this policy.

7.2.1. EXPECTED WEEK OF CHILDBIRTH

The week, starting on a Sunday, in which your doctor or midwife expects you to give birth.

7.2.2. QUALIFYING WEEK

The fifteenth week before the Expected Week of Childbirth.

7.3. NOTIFICATION

You must inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations.

Before the end of the Qualifying Week, or as soon as reasonably practical afterwards, you must tell us:

- That you are pregnant;
- The Expected Week of Childbirth; and
- The date on which you would like to start your maternity leave ("Intended Start Date")
- You must provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth.

7.4. TIME OFF FOR ANTI-NATAL CARE

If you are pregnant you may take reasonable paid time off during working hours for ante-natal care. You should try to give us as much notice as possible of the appointment.

We may ask you to provide the following, unless it is the first appointment:

- A certificate from the doctor, midwife or health visitor stating that you are pregnant; and
- An appointment card

7.5. SICKNESS

Periods of pregnancy-related sickness absence shall be paid in accordance with our Sickness Absence Policy in the same manner as any other sickness absence.

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

THE HUT GROUP™

ATTENTION TO RETAIL

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

7.6. HEALTH AND SAFETY

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

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

- Changing your working conditions or hours of work;
- Offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
- Suspending you from duties, this will be on full pay unless you have unreasonably refused suitable alternative work

7.7. ENTITLEMENT TO MATERNITY LEAVE

All employees are entitled to up to 52 weeks' maternity leave which is divided into:

- Ordinary maternity leave of 26 weeks ("**OML**")
- Additional maternity leave of a further 26 weeks immediately following OML ("**AML**")

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

You must notify us of your Intended Start Date. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to maternity leave ("**Expected Return Date**").

You can postpone your Intended Start Date by informing us in writing at least 28 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable.

You can bring forward the Intended Start Date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.

Maternity leave shall start on the earlier of:

- Your Intended Start Date (if notified to us in accordance with this policy); or
- The day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth; or
- The day after you give birth

If you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth, you must let us know as soon as possible in writing. Maternity leave will be triggered unless we agree to delay it.

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

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

Shortly before your maternity leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.

7.8. STATUTORY MATERNITY LEAVE

Statutory maternity pay ("SMP") is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch in accordance with paragraph 13). You are entitled to SMP if:

- You have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;
- Your average weekly earnings during the eight weeks ending with the Qualifying Week (the "Relevant Period") are not less than the lower earnings limit set by the Government;
- You provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;
- You give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and
- You are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.

7.9. SMP IS CALCULATED AS FOLLOWS:

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

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

SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments shall be made on the next normal payroll date and income tax, National Insurance and pension contributions shall be deducted as appropriate.

You shall still be eligible for SMP if you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant). In such cases, if your maternity leave has not already begun, SMP shall start to accrue in whichever is the later of:

- The week following the week in which employment ends; or
- The eleventh week before the Expected Week of Childbirth

If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

7.10. TERMS AND CONDITIONS WITHIN OML AND AML

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

- Benefits in kind shall continue; and
- Annual leave entitlement under your contract shall continue to accrue

7.11. ANNUAL LEAVE

During OML and AML, annual leave will accrue at the rate provided under your contract.

If the holiday year is due to end during your maternity leave, you should ensure that you have taken the full year's entitlement before starting your maternity leave.

Our holiday year runs from 1 January to 31 December.

7.12. REDUNDANCIES DURING MATERNITY LEAVE

In the event that your post is affected by a redundancy situation occurring during your maternity leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment. Employees on maternity leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

7.13. KEEPING IN TOUCH

We may make reasonable contact with you from time to time during your maternity leave.

You may work (including attending training) for up to ten days during maternity leave without bringing your maternity leave or SMP to an end. The arrangements, including pay, would be set by agreement with your line manager. You are not obliged to undertake any such work during maternity leave. In any case, you must not work in the two weeks following birth.

Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may cover:

- Updating you on any changes that have occurred during your absence;
- Any training needs you might have; and
- Any changes to working arrangements (for example if you have made a request to work part-time)

7.14. EXPECTING RETURN DATE

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

We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your maternity leave, you are able to confirm that you will be returning to work as expected.

7.15. RETURNING EARLY

If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice. It is helpful if you give this notice in writing.

If insufficient notice is given, we may postpone your return date until four weeks (or eight weeks if appropriate) after you gave notice, or to the Expected Return Date if sooner.

7.16. RETURNING LATE

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

- Request unpaid parental leave, giving us as much notice as possible but not less than 21 days; or
- Request paid annual leave in accordance with your contract, which will be at our discretion.
- If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.

In any other case, late return will be treated as unauthorised absence.

7.17. DECIDING NOT TO RETURN

If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.

This does not affect your right to receive SMP.

7.18. YOUR RIGHTS WHEN YOU RETURN

When returning to work after Ordinary Maternity Leave (the first 26 weeks of your Statutory Maternity Leave), you have a right to the same job and the same terms and conditions as if you hadn't been away.

This also applies when you come back after Additional Maternity Leave (the last 26 weeks of your Statutory Maternity Leave). However, if you have taken a period of Additional Maternity Leave (or parental leave, as detailed below) and it is not reasonably practical to return to your original job (e.g. because the job no longer exists) you do not have the same right. In that case, we will offer you alternative work with equivalent terms and conditions as if you hadn't been away.

If you need more time off to look after your child you may be able to take parental leave. You can take up to four weeks' parental leave at the end of your Statutory Maternity Leave without affecting your right to return.

Parental leave doesn't have to follow straight after Statutory Maternity Leave. You can take parental leave at a later time after you have returned to work.

7.19. RETURNING TO WORK PART TIME

We will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable and legitimate reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible.

8.0 ADOPTION POLICY

8.1. OVERVIEW

This policy outlines the statutory rights and responsibilities of employees who adopt, and sets out the arrangements for adoption leave. It only applies to employees and does not apply to agency workers or the self-employed.

This policy does not form part of any employee's contract of employment and it may be amended at any time.

8.2. DEFINITIONS

The definitions in this paragraph apply in this policy.

8.2.1. "QUALIFYING WEEK"

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

8.2.2. "EXPECTED PLACEMENT WEEK"

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

8.2.3. "ORDINARY ADOPTION LEAVE (OAL)"

A period of up to 26 weeks' leave available to all employees who qualify for adoption leave.

8.2.4. "ADDITIONAL ADOPTION LEAVE (AAL)"

A further period of up to 26 weeks' leave immediately following OAL.

8.3. ENTITLEMENT TO ADOPTION LEAVE

Adoption leave is only available if you are adopting through a UK or overseas adoption agency. It is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative.

You are entitled to adoption leave if you meet all the following conditions:

- An adoption agency has given you written notice that it has matched you with a child for adoption and tells you the Expected Placement Date.
- You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.

- You have been continuously employed by us for at least 26 weeks ending with the Qualifying Week.
- Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

8.4. NOTIFICATION OF INTENTION TO TAKE LEAVE

You must give us notice in writing of:

- The Expected Placement Date; and
- Your intended start date for adoption leave ("Intended Start Date")

This notice should be given not more than seven days after the agency notified you in writing that it has matched you with a child.

At least 28 days before your Intended Start Date (or, if this is not possible, as soon as you can), you must also provide us with:

- A Matching Certificate from the adoption agency confirming:
- The agency's name and address;
- The name and date of birth of the child;
- The date you were notified of the match; and
- The Expected Placement Date;
- Written confirmation that you intend to take statutory adoption pay and not statutory paternity pay

8.5. OVERSEAS ADOPTION

If you are adopting a child from overseas, the following will apply:

You must have received notification that the adoption has been approved by the relevant UK authority ("Official Notification").

You must give us notice in writing of:

- Your intention to take adoption leave;
- The date you received Official Notification; and
- The date the child is expected to arrive in Great Britain.

This notice should be given as early as possible but in any case within 28 days of receiving Official Notification (or, if you have less than 26 weeks' employment with us at the date of Official Notification, within 30 weeks of starting employment).

You must also give us at least 28 days' notice in writing of your Intended Start Date. This can be the date the child arrives in Great Britain or a predetermined date no more than 28 days after the child's arrival in Great Britain.

You must also notify us of the date the child arrives in Great Britain within 28 days of that date.

We may also ask for a copy of the Official Notification and evidence of the date the child arrived in Great Britain.

8.6. STARTING ADOPTION LEAVE

OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.

You must notify us of your Intended Start Date. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to adoption leave ("Expected Return Date").

You can postpone your Intended Start Date by informing us in writing at least 28 days before the original date or, if that is not possible, as soon as you can.

You can bring forward your Intended Start Date by informing us in writing at least 28 days before the new start date or, if that is not possible, as soon as you can.

Shortly before your adoption leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.

8.7. STATUTORY ADOPTION PAY

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

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

SAP is paid at a Prescribed Rate which is set by the Government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower.

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

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

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

If you become eligible for a pay rise before the end of your adoption leave, you will be treated for SAP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SAP will be recalculated and increased retrospectively, or that you may qualify for SAP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SAP already paid and the amount payable by virtue of the pay rise. Any future SAP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

8.8. TERMS AND CONDITIONS DURING OAL AND AAL

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

- Benefits in kind shall continue; and
- Annual leave entitlement under your contract shall continue to accrue.

8.9. ANNUAL LEAVE

During OAL and AAL, annual leave will accrue at the rate provided under your contract.

If the holiday year is due to end during your adoption leave, you should ensure that you have taken the full year's entitlement before starting your adoption leave.

Our holiday year runs from 1 January to 31 December.

8.10. REDUNDANCIES DURING ADOPTION LEAVE

In the event that your post is affected by a redundancy situation occurring during your adoption leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment. Employees on maternity and adoption leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

8.11. DISRUPTED ADOPTION LEAVE

Adoption leave is disrupted if it has started but:

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

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

8.12. KEEPING IN TOUCH

We may make reasonable contact with you from time to time during your adoption leave.

You may work (including attending training) on up to ten days during adoption leave without bringing your adoption leave to an end. This is not compulsory and arrangements, including any additional pay, would be discussed and agreed with your line manager.

Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may cover:

- Updating you on any changes that have occurred during your absence;
- Any training needs you might have; and
- Any changes to working arrangements (for example, if you have made a request to work part time).

8.13. EXPECTED RETURN DATE

Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date changes we shall write to you within 28 days of the start of adoption leave with a revised Expected Return Date.

We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your adoption leave, you are able to confirm that you will be returning to work as expected.

8.14. RETURNING EARLY

If you wish to return to work earlier than the Expected Return Date, you must give us at least eight weeks' notice. It is helpful if you give this notice in writing.

If you do not give enough notice, we may postpone your return date until four weeks (or eight weeks as appropriate) after you gave notice, or to the Expected Return Date if sooner.

8.15. RETURNING LATE

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

- Request unpaid parental leave, giving us as much notice as possible but not less than 21 days; or
- Request paid annual leave in accordance with your contract, which will be at our discretion.
- If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our usual sickness policy will apply.

In any other case, late return will be treated as unauthorised absence.

8.16. DECIDING NOT TO RETURN

If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of adoption leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.

This does not affect your right to receive SAP.

8.17. YOUR RIGHTS WHEN YOU RETURN

When returning to work after Ordinary Adoption Leave (the first 26 weeks of your Statutory Adoption Leave), you have a right to the same job and the same terms and conditions as if you hadn't been away.

This also applies when you come back after Additional Maternity Leave (the last 26 weeks of your Statutory Maternity Leave). However, if you have taken a period of Additional Maternity Leave (or parental leave, as detailed below) and it is not reasonably practical to return to your original job (e.g. because the job no longer exists) you do not have the same right. In that case, we must offer you alternative work with equivalent terms and conditions as if you hadn't been away.

If you need more time off to look after your child you may be able to take parental leave. You can take up to four weeks' parental leave at the end of your Statutory Adoption Leave without affecting your right to return.

Parental leave doesn't have to follow straight after Statutory Adoption Leave. You can take parental leave at a later time after you have returned to work.

8.18. RETURNING TO WORK PART TIME

We will deal with any requests by employees to change their working patterns (such as working part time) after adoption leave on a case-by-case basis. There is no absolute right to insist on working part time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible.

9. PATERNITY LEAVE POLICY

9.1. OVERVIEW

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

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

This policy does not form part of any employee's contract of employment and we may amend it at any time.

9.2. DEFINITIONS

The definitions in this paragraph apply in this policy.

9.3. PARTNER

Someone (whether of a different sex or the same sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle.

9.4. EXPECTED WEEK OF CHILDBIRTH

The week, beginning on a Sunday, in which their doctor or midwife expects your spouse, civil partner or Partner to give birth.

9.5. EXPECTED PLACEMENT DATE

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

9.6. ENTITLEMENT TO PATERNITY LEAVE

Certain employees can take paternity leave in relation to the birth or adoption of a child. However, in adoption cases paternity leave is not available to an employee who decides to take adoption leave. Further details of adoption leave are set out in our Adoption Policy.

You are entitled to paternity leave if you meet all the following conditions:

- You have been continuously employed by us for at least 26 weeks ending with:
- In birth cases, the week immediately before the 14th week before the Expected Week of Childbirth.
- In adoption cases, the week in which you or your Partner is notified by an adoption agency that you/they have been matched with a child.
- You are the biological father of the child; have been matched with a child by an adoption agency; are the spouse, civil partner or Partner of the child's mother; or are the spouse, civil partner or Partner of someone who has been matched with a child by an adoption agency.
- You expect to have main responsibility (with the child's mother, co-adopter or adopter) for the child's upbringing; or you are the child's biological father and you expect to have some responsibility for the child's upbringing.
- Your intended leave is for the purpose of caring for the child, or supporting the child's mother, adopter or co-adopter in caring for the child.

9.7. TIMING OF PATERNITY LEAVE

Paternity leave must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments.

Paternity leave can be taken from the date of the child's birth or adoption placement, but must end:

- In birth cases, within 56 days of the child's birth, or (if later) by the first day of the Expected Week of Childbirth
- In adoption cases, within 56 days of the child's placement

9.8. NOTIFICATION (BIRTH)

If you wish to take paternity leave in relation to a child's birth, you must give us notice in writing of your intention to do so and confirm:

- The Expected Week of Childbirth;
- Whether you intend to take one week's leave or two consecutive weeks' leave; and
- When you would like to start your leave ("Intended Start Date"). You can state that your leave will start on the day of the child's birth; on a day which is a specified number of days after the child's birth;
- Or on a specific date later than the first date of the Expected Week of Childbirth.

You must give notice before the 14th week prior to the Expected Week of Childbirth (or, if this is not possible, as soon as you can).

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

9.9. NOTIFICATION (ADOPTION)

If you wish to take paternity leave in relation to the adoption of a child, you must give us notice in writing of your intention to do so and confirm:

- The date on which you and/or your spouse, civil partner or Partner were notified of having been matched with the child, together with the Expected Placement Date;
- Whether you intend to take one week's leave or two consecutive weeks' leave; and

- Your Intended Start Date. You can state that your leave will start on the day on which the child is placed with you or the adopter; on a day which is a specified number of days after the child's placement; or on a specific date later than the Expected Placement Date.

You must give notice no more than seven days after you and/or your spouse, civil partner or Partner were notified of having been matched with the child (or, if this is not possible, as soon as you can).

We may require a signed declaration from you that you are taking paternity leave for a purpose for which it is intended; namely, to care for the child or to support your spouse, civil partner or Partner in caring for the child.

9.10. CHANGING THE INTENDED START DATE

Where you are to take paternity leave in respect of a child's birth, you can vary the Intended Start Date that you originally specified by giving us written notice of a variation. This notice should be given:

- Where you wish to vary your leave to start on the day of the child's birth, at least 28 days before the first day of the Expected Week of Childbirth;
- Where you wish to vary your leave to start a specified number of days after the child's birth, at least 28 days (minus the specified number of days) before the first day of the Expected Week of Childbirth;
- Where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date; or
- Where you are to take paternity leave in respect of a child's adoption, you can vary the Intended Start Date that you originally specified in the notice given by giving us written notice of a variation.

This notice should be given:

- Where you wish to vary your leave to start on the day that the child is placed with you or the adopter, at least 28 days before the Expected Placement Date;
- where you wish to vary your leave to start a specified number of days after the child's placement, at least 28 days (minus the specified number of days) before the Expected Placement Date; or
- Where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date

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

9.11. STATUTORY PATERNITY PAY (SPP)

In this paragraph, "**Relevant Period**" means:

- In birth cases, the eight-week period ending immediately before the 14th week before the Expected Week of Childbirth.
- In adoption cases, the eight-week period ending immediately before the week in which you or your spouse, civil partner or Partner were notified of being matched with the child.

If you take paternity leave in accordance with this policy, you will be entitled to statutory paternity pay ("SPP") if, during the Relevant Period, your average weekly earnings are not less than the lower earnings limit set by the Government.

SPP is paid at a prescribed rate which is set by the Government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower.

9.12. TERMS AND CONDITIONS DURING PATERNITY PAY

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

- Benefits in kind shall continue; and
- Annual leave entitlement under your contract shall continue to accrue;

9.13. RETURNING TO WORK

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

If your paternity leave has been combined with a period of additional maternity leave; a period of additional adoption leave; or a period of parental leave of more than four weeks, and it is not reasonably practicable for you to return to the same job, we will offer you a suitable and appropriate alternative position.

We will deal with any requests by employees to change their working patterns (such as working part-time) after paternity leave on a case-by-case basis, in accordance with our Flexible Working Policy. We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business. It is helpful if requests are made as early as possible.

9.14. ADDITIONAL PATERNITY LEAVE AND PAY (APL&P)

From 3 April 2011, eligible employees will gain the right to additional paternity leave and pay (APL&P).

The right will apply where:

- Your partner is due to give birth on or after 3 April 2011; and
- You and/or the other adoptive parent receive notification on or after 3 April 2011 that you have been matched with a child for adoption.

Additional paternity leave (APL) will allow an employee to take up to 26 weeks' leave to care for the child.

The employee will only be able to start their APL:

- 20 or more weeks after the child's birth or placement for adoption; and
- Once your partner has returned to work from statutory maternity leave or statutory adoption leave and/or ended their entitlement to statutory maternity or adoption pay, or maternity allowance.

The employee's APL will have to have ended by the end of the 52nd week after the child's actual birth or placement for adoption.

You will only receive additional statutory paternity pay (ASPP) during the time their partner would have been receiving statutory maternity or adoption pay, or maternity allowance.

The eligibility criteria for APL&P are the same as they are for ordinary statutory paternity leave.

However, there will be additional notification requirements wishing to take APL&P.

These are that, eight weeks before you wish the APL to start, you will have to give:

- Notice of when you wish your leave to start;
- A declaration stating that you are taking the leave to care for the child; and
- A declaration from the mother or other adoptive parent stating certain information

If you are also eligible for ASPP, you will also have to state when you expect the ASPP period to begin and end.

10. FLEXIBLE WORKING POLICY

10.1. OVERVIEW

We are committed to providing equality of opportunity in employment and to developing work practices and policies that support work-life balance. We recognise that, in addition to helping balance work and personal lives, flexible working can raise staff morale, reduce absenteeism and improve our retention of staff.

This Flexible Working Policy gives eligible employees an opportunity to formally request a change to their working pattern and all employees an opportunity to do so informally. Managers are encouraged to facilitate requests unless they cannot be accommodated for business or operational reasons.

No-one who makes a request for flexible working will be subjected to any detriment or lose any career development opportunities

This policy does not form part of any employee's contract of employment and it may be amended at any time.

10.2. SCOPE AND PURPOSE

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

Employees with at least 26 weeks' continuous service have a statutory right to request flexible working. That right is recognised by the formal right to request procedure in this policy.

Employees who do not meet the eligibility criteria for the formal procedure, but who want to make either permanent or temporary changes to their working arrangements, may make an informal request to their line manager, who will consider the request according to our business and operational requirements.

Employees whose requests for flexible working are accepted under the formal procedure will have permanent changes made to their contracts of employment to reflect their new working arrangements. If they do not want changes to be permanent, they can follow the informal procedure instead.

Any employee interested in flexible working is advised to request an informal meeting with their line manager to discuss their eligibility, the different options and the effect of their proposed work pattern on colleagues and service delivery before submitting a formal or informal request.

10.3. FORMS OF FLEXIBLE WORKING

Flexible working can incorporate a number of changes to working arrangements:

- Reduction or variation of working hours;

- Reduction of the number of days worked each week; and/or
- Working from a different location (for example, from home)

Such changes may involve starting a job share; working a set number of hours a year, rather than a week (annualised hours); working from home (whether for all or part of the week); working only during term-time (part-year working); working compressed hours; working flexi-time.

10.4. ELIGIBILITY FOR THE FORMAL RIGHT TO REQUEST PROCEDURE

Requests under the formal procedure set out in paragraph 5 to paragraph 8 of this policy can only be made by employees who meet the criteria set out below.

To be eligible to make a request under the formal procedure, you must:

- Be an employee;
- Have worked for us continuously for 26 weeks at the date your request is made; and
- Not have made a formal request to work flexibly during the last 12 months (each 12-month period runs from the date when the most recent application was made).

10.5. MAKING A FORMAL FLEXIBLE WORKING REQUEST

You will need to submit a written application if you would like your flexible working request to be considered under the formal procedure.

Your written and dated application should be submitted to your line manager and, in order to meet the requirements of the formal procedure and to help your line manager consider your request, should:

- State the reason for your request;
- Provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times, and give the date from which you want your desired working pattern to start;
- Address the effect the changes to your working pattern will have on the work that you do that of your colleagues and on service delivery. If you have any suggestions about dealing with any potentially negative effects, please include these in your written application;
- Provide information to confirm that you meet the eligibility criteria set out in paragraph 3 of this policy;
- State whether you have made a previous formal request for flexible working and, if so, when; and
- Ideally be submitted at least two months before you wish the changes you are requesting to take effect.

Your line manager might be able to agree your proposal without the need for a meeting (which is the next stage of the formal procedure). If that is the case, your line manager will write to you, confirming the decision and explaining the permanent changes that will be made to your contract of employment.

If your proposal cannot be accommodated, discussion between you and your line manager may result in an alternative working pattern that can assist you.

10.6. FORMAL PROCEDURE - MEETING

Where necessary, your line manager will arrange to meet with you within 28 days of your application being submitted. You may bring a colleague (who may be a trade union representative) to the meeting

as a companion if you wish. Your companion will be entitled to speak during the meeting and confer privately with you, but may not answer questions on your behalf.

In most cases, the meeting will be held at your usual place of work. However, we will ensure that the meeting is held at a time and place that is convenient to you.

The meeting will be used to consider the working arrangements you have requested and you will be able to detail the reasons for your request. You will also be able to discuss what impact your proposed working arrangements will have on your work and that of your colleagues. If the arrangements you have requested cannot be accommodated, discussion at the meeting also provides an opportunity to explore possible alternative working arrangements.

Your line manager may suggest starting new working arrangements under an initial trial period to ensure that they meet your needs and those of your team.

10.7. FORMAL PROCEDURE - DECISION

Following the meeting, your line manager will notify you of the decision in writing within 14 days.

If your request is accepted, or where we propose an alternative to the arrangements you requested, your line manager will write to you with details of the new working arrangements, details of any trial period, an explanation of changes to your contract of employment and the date on which they will commence. You will be asked to sign and return a copy of the letter. This will be placed on your personnel file to confirm the variation to your terms of employment. There may also be some additional practical matters, such as arrangements for handing over work that your line manager will discuss with you.

You should be aware that changes to your terms of employment will be permanent and that you will not be able to make another formal request until 12 months after the date of your original application.

If your line manager needs more time to make a decision, they will ask for your agreement to delay the decision for up to a further 14 days. A request for an extension is likely to benefit you. For example, your line manager may need more time to investigate how your request can be accommodated or to consult several members of staff.

There will be circumstances where, due to business and operational requirements, we are unable to agree to a request. In these circumstances, your line manager will write to you:

- Giving the business reason(s) for turning down your application;
- Explaining why the business reasons apply in your case; and
- Setting out the appeal procedure

The eight business reasons for which we may reject your request are:

- The burden of additional costs;
- Detrimental effect on ability to meet customer demand;
- Inability to reorganise work among existing staff;
- Inability to recruit additional staff;
- Detrimental impact on quality;
- Detrimental impact on performance;
- Insufficiency of work during the periods that you propose to work; and
- Planned changes

10.8. FORMAL PROCEDURE – APPEAL

If your request is rejected, you have the right to appeal.

Your appeal must:

- Be in writing and dated;
- Set out the grounds on which you are appealing; and
- Be sent to the CEO within 14 days of the date on which you received the written rejection of your request.

A meeting will be arranged to take place within 14 days of receipt of your appeal. The meeting will be held at a convenient time for all those attending and, as at the meeting that considered your request, you may be accompanied by a colleague.

You will be informed in writing of the decision within 14 days of the date of the appeal meeting.

If your appeal is upheld, you will be advised of your new working arrangements, details of any trial period, and an explanation of changes to your contract of employment and the date on which they will commence. You will be asked to sign and return a copy of the letter. This will be placed on your personnel file to confirm the variation to your terms of employment.

You should be aware that changes to your terms of employment will be permanent and you will not be able to make another formal request until 12 months after the date of your original application.

If your appeal is rejected, the written decision will give the business reason(s) for the decision and explain why the reason(s) apply in your case. You will not be able to make another formal request until 12 months after the date of your original application.

10.9. BREACHES OF THE FORMAL PROCEDURE

There will be exceptional occasions when it is not possible to complete a stage of the procedure within the expected time limits. Where an extension of time is agreed with you, your line manager will write to you confirming the extension and the date on which it will end.

If you withdraw a formal request for flexible working, you will not be eligible to make another formal request for 12 months from the date of your original request. In certain circumstances, a request made under the formal procedure will be treated as withdrawn. This will occur if:

- You fail to attend two meetings under the formal procedure without reasonable cause; or
- You unreasonably refuse to provide information we require to consider your request.

In such circumstances, your line manager will write to you confirming that the request has been treated as withdrawn.

10.10. MAKING AN INFORMAL FLEXIBLE WORKING REQUEST

Employees who wish to make an informal request for flexible working may make a request to their line manager, who will consider it according to our business and operational requirements.

It will help your line manager to consider your request if you:

- Make your request in writing and confirm whether you wish any change to your current working pattern to be temporary or permanent;

- provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times, and give the date from which you want your desired working pattern to start; and
- Think about what effect the changes to your working pattern will have on the work that you do and on your colleagues, as well as on our service delivery and that of your team. If you have any suggestions about dealing with any potentially negative effects, please include these in your written application.

Your line manager will advise you what steps will be taken to consider your request, which may include inviting you to attend a meeting, before advising you of the outcome of your request.

11. PARENTAL LEAVE

Both mothers and fathers, whether they are the natural or adoptive parents, can qualify for Parental Leave.

They must either be named on the child's birth certificate or they must have, or expect to have, parental responsibility under law for the child. The parents of a child do not have to be living with the child in order to qualify for Parental Leave.

Employees who are adopting a child will be entitled to take parental leave because they will have parental responsibility when they adopt.

Employees with children born on or after 15th December 1999 who have worked for the Company continuously for one year are eligible to take Parental Leave.

11.1. CARING FOR A CHILD

The purpose of parental leave is to care for a child. This means looking after the welfare of the child and can include making arrangements for the care of the child. Examples of the way leave might be used include:

- To spend more time with the child in early years
- To accompany a child during a stay in hospital
- To check out new schools
- Settling a child into new childcare arrangements

11.2. HOW MUCH PARENTAL LEAVE CAN AN EMPLOYEE TAKE?

Each parent can take up to 18 weeks' parental leave for each child. This means that both mothers and fathers, if they have twins or adopt more than one child at a time, can take up to 18 weeks' leave for each child.

Parental leave should be taken in blocks of a week or multiples of a week, and should not be taken as "odd" days off, unless the employer agrees otherwise or the child is disabled. Employees cannot take off more than four weeks during a year. A week is based on an employee's working pattern. This means that a week's leave for an employee who usually works from Monday to Friday is equal to 5 days, while for an employee who works Mondays and Tuesdays only, a week's leave is equal to 2 days.

In cases where the leave taken is in periods of less than one week, a week is deducted from an employee's overall entitlement.

Parental Leave is an individual's right and cannot be transferred between parents.

11.3. WHEN CAN PARENTAL LEAVE BE TAKEN?

Parents of children born on or after 15th December 1999 can take Parental Leave up to the child's fifth birthday.

Parents (or adoptive parents) of a child that is disabled (that is receiving disability allowance) each have the right to take parental leave up until the child's 18th birthday.

Adoptive parents of children born on or after 15th December 1999 can take leave up to the fifth anniversary of the date when the placement for adoption began, or the child's 18th birthday if this is earlier.

11.4. NOTICE PROVISIONS

An employee needs to give their Department Manager and Human Resources Officer at least 21 day notice of Parental Leave (in writing wherever possible), giving dates when leave is to start and finish.

11.5. EVIDENCE OF ENTITLEMENT TO PARENTAL LEAVE

The Department Manager or Human Resources Officer can ask to see evidence that the employee is the parent of or has the parental responsibility for the child and that the child is below the age at which the Parental Leave ceases, e.g. by birth certificates or adoption papers etc.

11.6. PARENTAL LEAVE PAID?

Parental Leave is unpaid leave.

11.7. POSTPONEMENT PROVISIONS

If the Company considers that an employee's absence would unduly disrupt the business, the Company can postpone the Parental Leave for no longer than six months after the beginning of the period that the employee originally wanted to start his/her Parental Leave.

The Company will give notice of the postponement in writing, no later than seven days after the employee's notice to take Parental Leave was submitted.

When an employee applies to take Parental Leave immediately after the birth/adoption of a child, then the Company will not postpone the Leave.

11.8. RETURNING TO WORK

At the end of any period of Parental Leave, an employee is guaranteed the right to return to the same job as before.

11.9. TERMS AND CONDITIONS DURING PARENTAL LEAVE

The terms and conditions stated in the employment contract continue during an absence of Parental Leave (with the exception of pay). Employees will continue to benefit from their statutory employment rights during Parental Leave.

11.10. PROTECTION FROM DETRIMENT OR DISMISSAL

Employees will not be subject to detriment or dismissal because he/she took or sought to take Parental Leave.

11.11. MISUSE OF PARENTAL LEAVE

If the employee uses Parental Leave for a reason other than to look after a child, then he/she would be acting dishonestly and the Manager will deal with the situation according to the Company's usual disciplinary procedures.

11.12. DEPENDENTS

All employees have the right to unpaid time off work to deal with emergencies involving a 'dependent' – this could be your husband, wife, partner, child, parent, or anyone living in your household as a member of the family. A dependent may also be anyone who reasonably relies on you for help in an emergency, for example an elderly neighbour living alone who falls and breaks a leg and you are the closest on hand.

Reasons may include:

- Helping when a dependant is ill or injured;
- To cope when the arrangements for a dependant unexpectedly;
- When a dependant gives birth;
- To attend to a child at school due to an unexpected event; and/or
- Sickness of a dependant

This list is not exhaustive.

Where an employee requires time off for reasons relating to a dependent, this should be arranged with your Line Manager in advance wherever possible (or otherwise notified to your Line Manager as soon as possible).

12.0. TRAINING & DEVELOPMENT POLICY

12.1. OVERVIEW

The Hut Group have developed this policy in line with the Company's overall vision and strategy and reflects a belief in the need to develop all employees, whether employed on a full or part-time basis. It is based on the principles that the Company;

- Thinks of its workforce as an asset as well as a cost; and believes that it should invest in that asset;
- Believes that all its employees have the potential to grow, both in their work role and personally, and it shall endeavour to provide opportunities for this growth;

THE HUT GROUP™

ATTENTION TO RETAIL

- Considers it appropriate to base such training and development opportunities on the requirements of the business, and decisions about investments in employee training and development will be made accordingly;
- Believes that responsibility for training and development should be shared between the Company and its workforce;
- Will ensure that appropriate procedures are in place to plan, deliver and evaluate training and development activity;
- Want to empower its employees to take ownership of their own development, with support from their managers and the Company as a whole;
- Believes that its Line Managers have a key role to play in employee's development

All staff are responsible for:

- Identifying their own training and development needs and bringing these to the attention of their Line Manager
- Undertaking training and development activities which will enable them to perform their work efficiently and effectively
- Managing own learning and professional updates

All external training must be authorised by the CEO.

Funded Training must be requested by your Line Manager and authorised by the CEO.

Time off work to attend College or a Learning Centre must be authorised by the CEO.

You must where possible attend college in your own time- only in exceptional circumstances can time off to attend during work hours be granted.

If you do attend during normal work hours and are sick resulting in non- attendance then you will not be paid, as per our Sickness Absence Policy. Holidays or days off in Lieu for attending college out of work hours, including study hours, will not be granted.

Applications for Study Leave must be put in writing to your Line Manager who will discuss your request with the CEO. If Study Leave is granted, you will be allocated one day with pay for every exam you sit.

The Company will meet the cost of your course fees, and exams. The Company will not pay for any other materials such as books, training manuals etc.

The cost of travel expenses such as train fare and mileage may be claimed back through the normal channels.

Should you leave the Company prior to completing the course then the full amount will be deducted from your final salary. If you leave the Company within 12 months of completing the course then 2/3 of the cost of training will be deducted from your final salary.

Whilst attending any external training please be aware you are representing the Company at all times. Therefore we expect you to behave appropriately and professionally throughout. Failure to do so may

THE HUT GROUP™

ATTENTION TO RETAIL

result in you being withdrawn from the course, and the cost of which may be deducted from your salary.

Non-attendance which has not been authorised by the Company and/or the college may also result in removal from the course and the cost of training lost through non-attendance will be deducted from your salary.

13. HOW WE LOOK

The Hut Group's objective in establishing a dress code is to enable employees to project a professional, business-like image while experiencing the advantage of more casual and relaxed clothing.

Please see the Company Uniform Policy for all details of Warehouse uniform.

All employees will take a sensible and safe approach to dress, appearance, cleanliness, and personal hygiene. The list below is meant as a guidance as to what is acceptable and appropriate;

- Employees should keep a clean and tidy appearance and maintain high standards of personal hygiene using deodorants to guard against body odour;
- Tattoos - should be covered at all times
- Body piercing – no visible body piercing other than ears is acceptable
- Uniformed employees – issued uniform must be worn at all times

14. RETURN OF COMPANY EQUIPMENT

Should you leave the Company's employment you must return all Company property on or before your last working day. Failure to do so may result in payments being withheld until all items have been returned.

This includes your work wear, swipe card, mobile phone, laptop and company car, etc. This list is not exhaustive

15. COMPANY CAR POLICY

Company vehicles are provided to employees at the discretion of the CEO&COO.

The vehicle whilst used by an employee remains at all times the property of The Hut Group.

The Company reserves the right to withdraw the use of the vehicle in certain circumstances, such as; during periods of sickness absence, suspension and garden leave or other such circumstances the Company deem appropriate.

DRIVING THE VEHICLES

Employees who are authorised to drive such vehicles must:

- Hold a valid driving licence for the class of vehicle being driven. A copy must be submitted when obtaining a vehicle and joining the Company. A further copy will be requested on an annual basis.
- Ensure the vehicle is roadworthy, is submitted for service and maintenance to the Company when due. It is the employee's responsibility to keep vehicle in a clean and tidy condition. Car Valets will be offered on a fortnightly basis.
- Use the vehicle only for Company business except where private use has been expressly authorised.
- Comply with legal requirements when driving. Certain offences such as drink or drug driving, will be viewed with particular seriousness by the company, and may lead in some cases to instant dismissal. Any penalty imposed will be the driver's responsibility including payment of parking or speeding fines. Failure to pay any fines could lead to disciplinary action and the amount being deducted from your monthly salary
- In the event of disqualification the employee must inform their Line Manager immediately. Failure to do so will be regarded as Gross Misconduct and may lead to Dismissal.
- Immediately report any damage to a vehicle in their care. Where damage is caused to a vehicle as a result of an accident or carelessness/negligence on behalf of the employee, the employee will be required to meet the cost of the insurance excess. The Company reserves the right to deduct the amount of the excess (£300) from the employee's salary should a claim need to be made on the Company's insurance as a result of an act/omission of the employee relating to the vehicle. Should the excess not be recoverable as a deduction from wages for any reason then the employee agrees to repay the amount of the excess to the Company on receipt of a demand for the same from the Company.

If, once an insurance claim has been concluded, liability for the damage is found to rest with the third party, the contribution will be refunded. Depending on the severity of the damage and the circumstances under which it occurred, the employee may also be subject to disciplinary action.

If the vehicle is returned when employment ends or at any other time with any damage (other than reasonable wear and tear), then the cost of repair will be recovered as a deduction from the employee's salary. Should the Company be unable to recover the full cost of any damage discovered on return of the car at termination of employment from the employee's salary the employee agrees to repay any additional amount due on receipt of a demand for the same from the Company.

If the employee wishes to return the vehicle at any time, then they must give one month notice in writing.

You must declare any health condition that is likely to affect your driving. Your eligibility to utilise a company vehicle will be reviewed in light of any health related issues and you may be required to obtain a medical certificate to prove that you are fit to drive.

15.1. COMPANY CAR DRIVERS

Employees who have the use of a company vehicle on a permanent basis will also adhere to the following:

- Ensure the vehicle is left secure whilst unattended;
- Ensure that no valuable items are left on display;
- Declare any additional drivers where the Company allows the use of the vehicle by an employee's partner, including submitting all copies of driving licences; and
- A strict no smoking policy in all company vehicles

15.2. MOBILE PHONE LEGISLATION

Legislation prohibits driving whilst using a hand held mobile phone. It is the employee's responsibility to comply with legislation. A driver can be prosecuted for using a hands free device if you are not in proper control of the vehicle when using the device.

An employee who uses a company supplied mobile phone is prohibited from using a mobile phone whilst driving, without exception.

This prohibition includes receiving or placing calls, text messaging, surfing the Internet, receiving or responding to email, checking for voice mails or any other purpose related to your employment.

15.3. VEHICLE ACCIDENTS

If an employee is involved in any vehicle accident they must report this immediately to their Line Manager.

If an employee is involved in an accident on a public road they must;

- Stop and switch off the engine;
- Attend to any injuries;
- Attend to any fire risks;
- Obtain full details of the third party, make and registration number of the vehicle, their name and address, and their insurers policy number;
- Obtain the name and address of any independent witness, not a passenger;
- Do not admit liability for the accident;
- Give third party the Company details; and
- Record sufficient details in order that insurance claim form can be completed for example road names, position of vehicle, road conditions, time of day etc...

Failure to notify the Company of an accident, whether or not the vehicle was damaged, could lead to disciplinary action being taken.

16. SMOKE FREE WORKPLACE POLICY

The use of any and all tobacco products is prohibited from The Hut Group place of work, except as designated in this policy.

Smoking is prohibited in all of the enclosed areas within The Hut Group worksites, without exception. This includes employer owned or leased vehicles.

The only designated smoking area is in the rear car park, please place all rubbish in the metal bin provided.

No additional breaks are allowed to any employee who smokes. Smokers and users of tobacco products must dispose of the remains in the proper containers to help keep a neat and clean environment for all employees and our visiting customers.

17. ALCOHOL/DRUG FREE WORKPLACE POLICY

In the interest of health and safety and customer service, drinking alcohol or using un-prescribed drugs/controlled substances is prohibited from The Hut Group place of work, without exception. This includes employer owned or leased vehicles.

If you are found with, or having been using alcohol or unprescribed drugs/controlled substances, this may lead to disciplinary action.

If we believe that you are under the influence of alcohol or unprescribed drugs/controlled substances, we reserve the right to send you home and initiate disciplinary action.

Always let your manager know if you are taking medication that may affect your health and safety and those of your colleagues in the workplace.

18. BEREAVEMENT/COMPASSIONATE LEAVE POLICY

When a death occurs in an employee's immediate family, all full time employees may take up to three days compassionate leave including the day of the funeral with full pay.

Immediate family members include: Parents, Step-parents, siblings, children, step-children, grandparents, grandchild with exception.

The company understands the deep impact that death can have on an individual or a family member, therefore additional non-paid time off may be granted. The employee may make arrangements with their Line Manager to take additional unpaid leave off if required. If the additional period of time off exceeds seven days, the employee may be asked to produce a medical note from their GP.

19. TELEPHONE USE POLICY

Company employees may receive or make personal calls during break periods only. Phones provided at work stations are to be used to conduct Company Business ONLY. This is without exception.

20. INTERNET AND EMAIL POLICY

The use of Internet and email is solely for the purpose of conducting Company business. All electronic and communication systems and all communications and stored information sent received, created and or contained within The Hut Group equipment is the property of The Hut Group. Any material on these systems should not be considered as private and the Company reserves the right to retrieve and review information on any system including erased and deleted material without exception.

It is not acceptable to use the Company's facilities for unrelated purposes to the Company's business operations.

It is not acceptable to use the Company's facilities for unrelated purposes to the Company's official assignments or job responsibilities.

It is not acceptable to use the Company's facilities for illegal purposes.

It is not acceptable to use the Company's facilities to download or transmit any threatening, obscene or harassing materials or correspondence.

It is not acceptable to use the Company's facilities for unauthorised distribution of Company data and information.

It is not acceptable to use the Company's facilities for private purposes such as marketing or business transactions.

It is not acceptable to use the Company's facilities for representing personal opinions as those of an individual or The Hut Group.

It is not acceptable to use the Company's facilities for the uploading or the downloading of commercial software in violation of its copyright.

Email is also to be used for Company business only. Company confidential information must not be shared outside of the Company, without authorisation, at any time. You are also not to conduct personal business using the Company computer or email.

Any emails that discriminate against employees by virtue of any protected classification including race, gender, nationality, religion and so forth, will be dealt with according to the Company's disciplinary and harassment policy as appropriate.

This policy is intended to be representative of the range of acceptable and unacceptable uses on Internet facilities and is not necessarily exhaustive. Clear violations of the Internet and Email Policy may result in disciplinary action that could lead to dismissal.

21. EQUAL OPPORTUNITY POLICY

The Hut Group takes its responsibilities seriously about promoting equal opportunities in employment through administrative and judicial enforcement and through education and technical assistance.

We do not discriminate against age, disability, national origin, marital status, pregnancy, race, religion, sex, gender or sexual orientation as per the Equality Act 2010.

We do not condone discrimination, pressure to discriminate, or harassment by its employees or others acting on its behalf in respect of sex, race, marital status, nationality, disabilities, political or religious beliefs, gender or sexual orientation.

Breach of this policy will result in disciplinary action, which may lead to dismissal.

The policy applies to recruitment and selection, terms and conditions of employment including pay, promotion, training and every other aspect of employment.

The Company will regularly review its procedures and selection criteria to ensure that individuals are selected, promoted and otherwise treated according to their relevant individual abilities and merits.

22. BULLYING AND HARASSMENT POLICY

22.1. OVERVIEW

The Company is committed to a working environment that offers equal treatment and equal opportunities for all its employees. It recognises that all employees have a right to be treated with dignity and respect in order to realise their potential and achieve the Company's objectives. The

Company recognises that any person could be affected by unfair treatment including harassment, bullying or victimisation and is committed to eliminating such behaviour.

The purpose of this policy is to ensure that all staff are treated with dignity and respect, free from harassment or other forms of bullying at work. It sets out examples of the type of conduct that may constitute harassment or bullying and our commitment to eliminating such conduct.

All staff are responsible for treating their colleagues with dignity and respect. For this policy to succeed, everyone should ensure that they take the time to read and understand it. Every member of staff should consider whether their words or conduct could be offensive to others. Even unintentional harassment or bullying is unacceptable.

Where harassment or bullying is shown to have taken place it will be dealt with under our Disciplinary Procedure as a form of misconduct. In some cases it may be treated as gross misconduct leading to summary dismissal of those responsible.

This policy does not form part of any employee's contract of employment and it may be amended at any time.

22.2. WHAT THE LAW REQUIRES

Under the Health and Safety at Work Act 1974 we have a duty to provide our staff with a safe place and system of work. This includes a workplace free from harassment and bullying which may, in certain circumstances, also amount to unlawful discrimination.

We are also responsible for ensuring that staff are protected from unlawful harassment, bullying or discrimination in the course of their work on grounds of gender, sexual orientation, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.

Individual members of staff may also in some cases be held legally liable for harassing their colleagues or third parties including customers, and may be ordered to pay compensation by a court or employment tribunal.

22.3. WHO IS COVERED BY THE POLICY?

This policy covers all individuals working for us or at any of our premises irrespective of their status, level or grade. It therefore includes managers, officers, directors, employees, consultants, contractors, trainees, homeworkers, part-time and fixed-term employees, casual and agency staff (collectively referred to as "staff" in this policy).

Questions about this policy should be directed to the HR Advisor.

22.4. WHAT ARE HARASSMENT AND BULLYING?

Harassment is any unwanted physical, verbal or non-verbal conduct which has the purpose or effect of violating the recipient's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them.

THE HUT GROUP™

ATTENTION TO RETAIL

Harassment often (but not exclusively) targets the gender, sexual orientation, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age of the victim.

A single incident of unwanted or offensive behaviour to one individual can amount to harassment.

Examples of harassment include:

- Unwanted physical conduct or "horseplay". Physical conduct ranges from touching, pinching, pushing or brushing past someone or invading their personal space, to grabbing, shoving, punching and more serious forms of physical or sexual assault;
- Unwelcome sexual behaviour, which the harasser may perceive as harmless flirting, and which may involve unwanted suggestions, advances, propositions or pressure for sexual activity;
- Suggestions that sexual favours may further a career or that refusal of sexual favours may hinder it;
- Continued suggestions for social activity within or outside the workplace after it has been made clear that such suggestions are unwelcome;
- Inappropriate behaviour whether in the form of offensive or intimidating comments or gestures or insensitive jokes or pranks;
- The sending or displaying of material that is pornographic or obscene or that some individuals or groups may find offensive (including e-mails, text messages, video clips and photographs taken or sent using mobile phones or via the internet);
- Ignoring or shunning someone, for example, by deliberately excluding them from a conversation or a workplace social activity.
- Bullying is offensive, intimidating, malicious or insulting behaviour which, through the abuse or misuse of power, makes the recipient feel vulnerable, upset, humiliated and threatened. Power includes both personal strength and the power to coerce others through fear or intimidation. Bullying is often a form of harassment and can undermine an individual's self-confidence, competence and self-esteem. As with harassment, bullying can take the form of physical, verbal and non-verbal conduct.
- Legitimate and constructive criticism of a worker's performance or behaviour or reasonable requests made of workers in the course of their employment will not constitute bullying.

Examples of bullying include:

- Shouting at, being sarcastic towards, ridiculing or demeaning others;
- Physical or psychological threats;
- Overbearing and intimidating levels of supervision;
- Inappropriate and/or derogatory remarks about someone's performance;
- Abuse of authority or power by those in positions of seniority;
- Unjustifiably excluding colleagues from meetings or communications

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

Anyone who believes they are being subjected to harassment or that they are being bullied should not hesitate to use the procedures set out below.

22.5. INFORMAL STEPS

If you consider that you are being bullied or harassed, you should initially attempt to resolve the problem informally with the person responsible if you feel able, and explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing to do on your own, you should seek support from your line manager. Managers will provide confidential advice and assistance to those who believe they have been bullied or harassed and will offer to assist in the resolution of any problems, whether through informal or formal means.

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

If informal steps have not been successful or would not be appropriate, you should follow the formal procedure set out below.

22.6. RAISING A FORMAL COMPLAINT

The informal procedure may not be appropriate due to the nature of the harassment or bullying or because you do not feel able to talk directly to the person creating the problem. In these cases or where the informal procedure has been unsuccessful, you should raise your complaint in writing to your supervisor, whose role is to achieve a solution wherever possible and to respect the confidentiality of all concerned. If the matter concerns that person, you should refer it to another manager.

Your written complaint should set out full details of the conduct in question, including the name of the harasser or bully, the nature of the harassment or bullying, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.

As a general principle, the decision to progress a complaint rests with you. However, we have a duty to protect all staff and may decide to pursue the matter independently if, in all the circumstances, it is considered appropriate to do so.

22.7. FORMAL INVESTIGATIONS

Complaints will be investigated in a timely and confidential manner to establish full details of what happened. Your name and the name of the alleged harasser or bully will not be divulged other than on a "need to know" basis to those individuals involved in the investigation. We will appoint a person with no prior involvement in the complaint to investigate and we will set out a provisional timetable for the investigation, which will be communicated to all parties. The investigation will be thorough, impartial and objective, and will be carried out with sensitivity and with due respect for the rights of all parties concerned.

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

At the outset of the investigation, the investigator will meet with you to hear your account of the events leading to your complaint. You have the right to be accompanied by a colleague or a trade union representative of your choice. We will arrange further meetings with you as appropriate throughout the investigation and/or at its conclusion.

The investigator will also meet with the alleged harasser or bully who may also be accompanied by a colleague or trade union representative of their choice. It may also be necessary to interview witnesses to any of the incidents mentioned in your complaint. Where it is necessary to interview witnesses, the importance of confidentiality will be emphasised to them.

At the conclusion of the investigation, the investigator will consider the complaint and report the outcome within a week of the conclusion of the investigation. A copy of the investigator's report and findings will be provided to you and to the alleged harasser.

If it is found that harassment or bullying has occurred, prompt action will be taken to stop the harassment or bullying immediately and prevent its recurrence. The findings will be dealt with under our Disciplinary Procedure. Consideration will be given to whether the harasser or bully should be dismissed and, if not, whether they should remain in their current post or be transferred.

Even where a complaint is not upheld, consideration will be given to how the on-going working relationship between you and the alleged harasser or bully should be managed. This may involve, for example, arranging some form of mediation or counselling or a change in the duties or reporting lines of either party.

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

22.8. APPEALS

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

We will hold an appeal meeting, normally within one week of receiving your written appeal. This will be dealt with impartially by a more senior manager who has not previously been involved in the case (although they may ask anyone previously involved to be present). You have a right to bring a colleague or trade union representative to the meeting.

We will confirm our final decision in writing, usually within one week of the appeal hearing. This is the end of the procedure and there is no further appeal.

22.9. PROTECTION FOR THOSE MAKING A COMPLAINT OR ASSISTING WITH INVESTIGATION

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

Any member of staff who considers that they have been subjected to any such intimidation or victimisation should seek support from their line manager or HR. They may alternatively or additionally raise a complaint in writing under this procedure or our Grievance Procedure.

23. CONFIDENTIALITY

Confidentiality is an important part of the procedures provided under this policy. Everyone involved in the operation of the policy, whether making a complaint or involved in any investigation, is responsible for observing the high level of confidentiality that is required.

Breach of confidentiality may give rise to disciplinary action under our Disciplinary Procedure.

24. HEALTH AND SAFETY POLICY

The Company believes that a, safe and healthy working environment are crucial to the wellbeing of its employees, and the smooth running of the organisation. It is a responsibility we all share.

It is the policy of the Company to comply with the requirements of health and safety legislation and the associated obligations to ensure that all employees are able to perform their duties without undue risk to their own health and safety, their colleagues or that of others who come into contact with the Company's operations.

To this end the Company will endeavour to provide and maintain a working environment that is, as far as is reasonably practicable, safe and without risk to health and to ensure that there are adequate systems and methods of work for our activities. This is achieved by the establishment of an effective health and safety organisation and structure.

The health and safety coordinator has a responsibility to assess risks and undertake inspection of the working area and to ensure that health and safety legislation and company policy and procedures are implemented. Employees should seek advice whenever they are uncertain about their own safety or their health and safety responsibilities.

Information, instruction, training and supervision relating to the health and safety at work of all employees shall be provided by the Company. It is your responsibility to take reasonable care with regard to your own health and safety, and that of your colleagues. In essence the basic health and safety rules rely on common sense and co-operation.

24.1. HEALTH & SAFETY RESPONSIBILITIES

The Health & Safety at Work Act 1974 places a duty of care on employees for their own health and safety and also that of their colleagues.

Employees are therefore required to:

- Co-operate with supervisors and managers so as to enable the Company to carry out its health and safety duties towards them and ensure the success of the Policy.
- Not interfere with anything provided to safeguard their own, or others, health and safety i.e. fire extinguishers etc...
- Take reasonable care of their own Health and Safety and that of others.

24.2. HEALTH & SAFETY ACCIDENTS

The law requires us to keep records of all accidents and injuries caused by violence involving staff, customers or third parties. If an accident or injury happens, you must let your manager know, inform a First Aider in case treatment is needed and make sure the incident has been recorded in the Accident Report Book, however minor they may seem.

25. FIRE

At induction you will be familiarised with the Company Fire Procedure. If the alarm rings, you should leave the building in a calm and orderly manner through the nearest fire exit. When you are out of the building go immediately to the nearest Fire Assembly Point.

Remember:

- Leave the building immediately by the nearest available route.
- Never prop open fire doors, and do not obstruct fire doors, fire fighting equipment or fire alarm call points.
- Close all doors behind you.
- Raise the alarm by breaking the glass on the nearest alarm point.
- If you have sounded the alarm, leave by the nearest exit.
- Assemble in an orderly manner at the designated assembly point.
- Do not collect personal belongings prior to leaving the building.
- Do not run.
- Do not re-enter the building for any reason until authorised to do so.
- Only fight the fire if it's safe to do so and with the right extinguisher. Don't put yourself at risk.
- A list of all current fire marshalls can be found near to the signing in register.

26. DISCIPLINARY PROCEDURE

It is in the interests of both the Company and our employees that satisfactory standards of conduct and performance are achieved and maintained.

The Company's disciplinary procedure is designed to help and encourage all employees to achieve and maintain acceptable standards of conduct, job performance and attendance, and as a result assist the organisation to operate effectively. This procedure applies to all employees who have passed their probationary period. The procedure also aims to provide a fair, efficient and consistent approach to disciplinary issues.

The procedure follows the principles which are based on ACAS guidelines and are as follows:

- The Hut Group and employees should raise and deal with issues promptly and should not unreasonably delay meetings, decisions or confirmation of those decisions.
- Both parties should act consistently.
- The Hut Group will endeavour to carry out any necessary investigations, to establish the facts of the case.
- The Hut Group will inform employees of the basis of the problem and give them an opportunity to put their case in response before any decisions are made.
- Employees have the right to be accompanied at any formal disciplinary or grievance meeting.
- Employees have the right to appeal against any formal decision made.
- Where standards of performance, conduct, or behaviour are not met, your Line Manager will talk to you to find out the nature of the problem, to see whether there is any way in which the Company can assist, to remind you of the required standard and to help you understand what is expected of you. This action may take the form of a counselling review. Where a problem is more serious at the outset, or counselling does not lead to an acceptable level of improvement, the following procedure will be adopted.

26.1. STAGE 1: VERBAL WARNING

A verbal recorded warning will be issued from an immediate supervisor if a counselling did not result in an improvement in performance, conduct or behaviour. A disciplinary interview will be held, and you will be told of the reason for the warning. It will be confirmed in writing and this is the first stage in the disciplinary procedure. This warning will stay on your file for 6 months, after which time it will usually expire, unless the Company concludes otherwise, and be classed as a spent warning.

26.2. STAGE 2: WRITTEN WARNING

If you fail to meet our required standards of performance or behaviour within the period of the first warning, or if a misconduct or poor performance is repeated, a further disciplinary interview may be held. Your line manager will interview you. If further action is required, a written warning may be given. You will be told of the reason for the warning and that it will be confirmed in writing. This warning will stay on your file for 9 months, after which time it will usually expire, unless the Company concludes otherwise, and be classed as a spent warning. You will also be made aware of the consequences in the event of further unacceptable conduct or if there is insufficient improvement.

26.3. STAGE 3: FINAL WRITTEN WARNING

If you fail to meet our required standards of performance or behaviour within the period of the written warning, or if misconduct or poor performance is repeated, a further disciplinary interview may be held. Your line manager will interview you. If further action is required, a final written warning may be given. You will be told of the reason for the warning and that it will be confirmed in writing. This warning will stay on your file for 12 months, after which time it will usually expire, unless the Company concludes otherwise, and be classed as a spent warning. You will also be made aware of the consequences in the event of further unacceptable conduct or if there is insufficient improvement.

26.4. STAGE 4: DISMISSAL

This is the final stage of disciplinary action. If you still fail to meet our required standards, despite adequate warnings, you will be given notice of dismissal pursuant to your contract of employment. Only a senior manager will carry out dismissals.

It is important to note that:

- A written warning or final written warning may be issued as a first stage in the procedure, if the problem is serious enough.
- Other disciplinary action may be taken such as suspension without pay or demotion. These actions will only typically be used as an alternative to dismissal.

26.5. SUMMARY DISMISSAL

In cases of Gross Misconduct, employees may be dismissed summarily (i.e. without notice). This is where behaviour falls so far short of what is acceptable that the Company loses trust, faith and confidence in the employment relationship it cannot be expected to employ you. If you are summarily dismissed you will forfeit any notice to pay in lieu of notice.

There will be a thorough investigation before an employee is summarily dismissed. If it is necessary, the employee may be suspended on full pay while the facts are investigated, and must be available for interview during such suspension.

Gross Misconduct may be classed as any of the following:

- Theft, fraud, deliberate falsification of records;
- Deliberate damage to or unauthorised removal of Company property;
- Serious breaches of the Company's health and safety rules or of health and safety legislation;
- Receipt of bribes;
- Refusing to carry out a reasonable and authorised instruction;
- Serious acts of insubordination;

- Committing a criminal offence, either at or outside the work place, which undermines the relationship of trust and confidence between the individual employee and the Company;
- Fighting, assault on another person or threatened violence;
- Unauthorised disclosure of confidential Company/customer information to a third party;
- Smoking on Company property;
- Being under the influence of/possessing/dealing in, selling or arranging to deal in or sell alcohol or illegal substances or other substances on the Company's/customer's premises or whilst carrying out Company business;
- Unlawful discrimination against fellow employees, customers or suppliers e.g. race, sex, age or disability etc...;
- Serious negligence which causes unacceptable loss, damage or injury;
- Unauthorised use of software/hardware on company property or authorised software on unauthorised equipment;
- Unauthorised removal or misuse of any data; software or hardware in any form;
- Taking on additional paid work outside the Company without obtaining prior written consent from a senior manager;
- Deliberately terminating customer calls; and
- Unacceptable use of the internet (see definitions under the Internet Policy); and

This list is not exhaustive.

26.6. THE APPEALS PROCEDURE

After any formal stage of the disciplinary procedure you have the right to appeal.

Appeals should be made in writing, to the appeal officer, within five working days of the date of the letter confirming the disciplinary action taken. The appeal officer will, wherever possible, be to the next level of line management above that at which the disciplinary action was taken. You will be informed of the appeal officer.

At your appeal hearing, you may be accompanied by a work colleague from the Company or a trade union official to give you support. The appeal officer may also have someone also from the Company present, to take notes and act as a witness.

The appeal will be held as soon as practically possible. The decision taken will be final. There is no further right of appeal

The result of an appeal hearing will be issued in writing within five working days following the meeting.

26.7. UNFAIR DISMISSAL

For employees starting new employment on or after 6 April 2012 the qualifying period for the right to claim unfair dismissal is two years. The right to request a written reason for dismissal is also two years. For employees in employment before 6 April 2012 the qualifying period is unchanged at one year. The right to request a written reason for dismissal is unchanged at one year.

27. GRIEVANCE PROCEDURE

The Company wishes to resolve employees' grievances speedily, effectively and fairly. Any employee who has a grievance may use the following procedure and may be accompanied by a work colleague or a trade union official at any stage of the formal grievance procedure.

Special provisions have also been made for members of staff who wish to raise a grievance, which falls within the scope of the Public Interest Disclosure Act 1998 (see Whistleblowing Policy).

27.1. WHO IS COVERED BY THE PROCEDURE

This procedure applies to all employees regardless of length of service.

This procedure does not form part of any employee's contract of employment. It may be amended at any time and we may depart from it depending on the circumstances of any case.

27.2. USING THE PROCEDURE

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

27.3. STEP ONE – WRITTEN GRIEVANCE

You should put your grievance in writing and submit it to your line manager. If your grievance concerns your line manager you may submit it to HR Support.

The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that we can investigate it.

27.4. STEP TWO - MEETING

We will arrange a grievance meeting, normally within one week of receiving your written grievance. You should make every effort to attend.

You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.

If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.

We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.

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

27.5. STEP THREE - APPEALS

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

We will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially by a manager who has not previously been involved in the case (if at all possible). You will have a right to bring a companion (see paragraph **Error! Reference source not found.**).

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

28. WHISTLEBLOWING

28.1. POLICY

All organisations face the risk of things going wrong or of unknowingly harbouring malpractice. The Company believes it has a duty to identify such situations and take the appropriate measures to remedy the situation. By encouraging a culture of openness within our organisation the Company believes it can help prevent malpractice—prevention is better than cure. That is the aim of this policy.

By encouraging a culture of openness the Company wants to encourage you to raise issues which concern you at work. You may be worried that by reporting such issues you will be opening yourself up to victimisation or detriment, or risking your job security; that is quite understandable. However, all staff now enjoy statutory protection if they raise concerns in the right way. This policy is designed to give you that opportunity and protection. Provided you are acting in good faith, it does not matter if you are mistaken. There is no question of you having to prove anything.

If there is anything which you think the Company should know about please use the procedure outlined in this policy. By knowing about malpractice at an early stage the Company stands a good chance of taking the necessary steps to safeguard the interests of all staff and protect the organisation. In short, please, do not hesitate to ‘blow the whistle’ on malpractice.

Note: This policy is not the procedure for general grievances. If you have a complaint about your own personal circumstances then you should use the normal grievance procedure. If you have concerns about malpractice within the organisation then you should use the procedure outlined in this policy.

28.2. OUR GUARANTEE

The Company is committed to this policy. If you use this policy to raise a concern the Company gives you its assurance that you will not suffer any form of retribution, victimisation or detriment. The Company will treat your concern seriously and act according to this policy. You will not be asked to prove anything. If you ask for a matter to be treated in confidence the Company will respect your request and only make disclosures with your consent. You will be given feedback on any investigation and the Company will be sensitive to any concerns you may have as a result of any steps taken under this procedure.

28.3. HOW TO RAISE YOUR CONCERN INTERNALLY

Tell your immediate superior.

If you are concerned about any form of malpractice you should normally first raise the issue with your immediate superior. There is no special procedure for doing this—you can tell that person about the problem or put it in writing if you prefer.

If you feel unable to tell your immediate superior.

If you feel you cannot tell your immediate superior, for whatever reason, please raise the issue with Human Resources.

28.4. IF YOU STILL HAVE CONCERNS

If you have risen your concerns and you are still concerned, or the matter is so serious that you feel you cannot discuss it with either of the two persons named above, you should raise the matter with either of the following members of the board of management:

28.5. HOW THE COMPANY WILL RESPOND

After you have raised your concern the Company will decide how to respond in a responsible and appropriate manner under this policy. Usually this will involve making internal enquiries first, but it may be necessary to carry out an investigation at a later stage which may be formal or informal depending on the nature of the concern raised.

As far as possible, the Company will keep you informed of the decisions taken and the outcome of any enquiries and investigations carried out. However, the Company will not be able to inform you of any matters which would infringe the duty of confidentiality owed to others.

29. RETIREMENT

As The Hut Group is committed to equal opportunities, it does not operate a compulsory retirement age for its employees. The Company recognises the contributions of a diverse workforce, including the skills and experience of older employees and it believes that employees should, wherever possible, be permitted to continue working for as long as they wish to do so. The Company therefore operates an open retirement policy and employees may voluntarily retire at a time of their choosing.

30. TERMINATION OF EMPLOYMENT

30.1. GARDEN LEAVE

Once notice to terminate the Employment has been given by either party, the Company reserves the right to require you to remain away from work for all or part of your notice period. During this period the Company will not be obliged to provide you with any work. Whilst still working for the Company on notice either at home or in the Company's premises, you must not work for any person, company or client etc., without the Company's prior written permission. If you wish to join another Company prior to the end of your notice period with The Hut Group, the Company will consider your request and will not unreasonably withhold such permission to end the contract earlier.

31. RIGHT TO SEARCH PROCEDURE

The main purpose of searching any individual is to reduce the risk of inappropriate items being brought on to site, to prevent unauthorised access and to reduce the risk of unauthorised removal of company property. The Company reserves the right to search an employee who is entering, leaving, or who is already in, any of The Hut Group sites. It also allows authorised persons to search any article in that person's possession including baggage, personal items, lockers and cars.

Bag, locker and vehicle searches will be conducted at random by at least two members of the management team at any one time. No prior warning will be given of the search.

THE HUT GROUP™

ATTENTION TO RETAIL

Searches requiring the removal of coats, jackets, shoes or headwear will be conducted at random and will follow the procedure below:

1. The search will be conducted in a private room.
2. The employee may be accompanied by a colleague provided that the colleague is available without unreasonable delay.
3. The search will be conducted by a member of the management team. The employee may request that the person conducting the search is of the same sex as him/herself.
4. The search will be witnessed by another member of the management team or by somebody from the legal team. The employee may request that the witness is of the same sex as him/herself.

An employee who unreasonably refuses to allow a company search may be subject to disciplinary action.

Where an employee is found to be in possession of prohibited substances or there is evidence to suggest that he/she has committed a criminal offence, he/she will be suspended on full pay pending a further investigation, which may result in disciplinary action, including dismissal.

The Company reserves the right to inform the police of any suspicion it may have with regard to the use of controlled drugs by any of its employees on Company premises or with regard to any other criminal offence.

32. LONE WORKERS POLICY

Under no circumstances should any employees be working alone on the premises. If there may be an occasion when you feel you may be in this position, please speak with your line manager who will contact Human Resources for further information.

IF YOU HAVE ANY QUESTIONS REGARDING ANY OF THE CONTENT OF THE EMPLOYEE HANDBOOK, PLEASE SEEK FURTHER INFORMATION FROM YOUR LINE MANAGER WHO CAN CONTACT HUMAN RESOURCES FOR FURTHER ADVICE.

DECLARATION

Employees should sign and return this page to the Human Resources Department.

Employee Name:

Department:

By signing this document as an employee of The Hut Group you are confirming receipt and understanding of all company procedures detailed in the Handbook, as listed below:

1. Personnel Files
2. Annual Leave
3. Sickness Absence Policy
4. Managing Absence
5. Employee Attendance
6. Expenses
7. Maternity
8. Adoption
9. Paternity
10. Flexible Working
11. Parental Leave
12. Training & Development
13. How we Look
14. Return of Company Equipment
15. Company Car
16. Smoking
17. Alcohol/ Drugs
18. Bereavement/ Compassionate
19. Telephone
20. Internet & Email
21. Equal Opportunities
22. Bullying & Harassment
23. Confidentiality
24. Health & Safety
25. Fire
26. Disciplinary
27. Grievance
28. Whistle Blowing
29. Retirement
30. Termination of Employment
31. Right to Search
32. Lone Working

Signature:

Date: