Name of employer rule Employee Handbook

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Introduction

This handbook is intended to outline and explain the practices and policies of Name of employer rule (hereafter referred to as 'we', 'us' or 'our'). This employee handbook also summarises some of our staff benefits. Please refer to the specific documentation for each benefit or plan, for information and answers to specific staff benefit questions.

This employee handbook should be regarded as a set of guidelines only. It is not a contract (although it may be incorporated by express reference into a contract of employment, and certain provisions when included, for example, the intellectual property section, have contractual effect on their own). Neither the policies in this handbook, nor any other written or verbal communication by us or a partner, officer, manager or supervisor are intended to create a contract of employment or a warranty of benefits. We reserve the right to review, revise, amend or replace the content of this handbook and introduce new policies from time to time to reflect the changing needs of the business and to comply with legislation, without prior notice.

This handbook was created on 13 June 2016 and complies with current employment legislation (including Acts, orders, regulations and statutory instruments) as on that date.

Unless expressly stated to the contrary, in the event that this handbook does not comply with or contradicts any Act, order, regulation, or statutory instrument, then the provisions of that Act, order, regulation, or statutory instrument (as amended) shall prevail over the contents of this handbook.

This handbook supersedes and replaces all prior employee handbooks, policies or procedures.

If an employee has any questions about any of the policies or procedures in this handbook, please consult First name of HR employee Last name of HR employee.

Contents

Topic	Page Number
MATERNITY	4
SHARED PARENTAL LEAVE	9
PATERNITY LEAVE	18
NOTIFICATION OF SICKNESS OR OTHER ABSENCE	20
LEAVE OF ABSENCE	22
EQUAL OPPORTUNITIES	23
INTERNET AND ELECTRONIC COMMUNICATIONS POLICY	26
TELEPHONE AND MOBILE PHONE USE	31
SMOKING	32
DATA PROTECTION	32
HEALTH AND SAFETY POLICY	34
ETHICS, CONDUCT, ANTI-BRIBERY AND ANTI-CORRUPTION POLICY	35
TRADE UNION MEMBERSHIP	45
REIMBURSEMENT OF EXPENSES	45
GRIEVANCE AND DISCIPLINARY PROCEDURES	47
CAPABILITY PROCEDURE AND POLICY	55
HARASSMENT POLICY	58
FLEXIBLE WORKING	60
WORKING HOURS	62
PENSIONS	62
BASIC HOLIDAY ENTITLEMENT	62
CONDUCT ON BUSINESS AND CORPORATE HOSPITALITY EVENTS	63
ADOPTION LEAVE (DOMESTIC)	64
PARENTAL LEAVE	68
ACCEPTANCE OF GIFTS	71

1. **MATERNITY**

Introduction

This document sets out our policy relating to new and expectant mothers (women who are pregnant, have given birth within the last six months or are breastfeeding), maternity leave, maternity pay and all other relevant issues. It is designed to be as comprehensive as possible.

Any queries about this policy should be referred to contact First name of HR employee Last name of HR employee.

Risk assessments

We will carry out a specific health and safety risk assessment if we have been notified in writing by a new or expectant mother that she is pregnant, has given birth within the last six months or is breastfeeding (written evidence from a GP or a registered midwife must be provided if requested by us). The risk assessment shall take into account any written advice provided by their health professional.

If any risks are identified, then we will take action to remove, reduce or control the risk.

If the risks cannot be removed and the new or expectant mother is an employee, then we will implement the first feasible alternative from the following list:

1. Temporarily adjust her working conditions and/or hours of work
2. Offer her suitable alternative work (at the same rate of pay)
3. Suspend her from work on paid leave for as long as necessary to protect her health and safety and, if applicable, that of her unborn child

If the risks cannot be removed and the new or expectant mother is a temporary agency worker, then we will implement the first feasible alternative from the following list:

1. Temporarily adjust her working conditions and/or hours of work, so long as she has already accrued the requisite 12-week qualifying period
2. Inform her recruitment agency that an adjustment has not been possible

Managers should regularly monitor the work being undertaken by new or expectant mothers. This must be done during pregnancy, especially in the developmental stages, and also during the six months after the birth and while breastfeeding. This is important to ensure their continuing ability to work safely.

New or expectant mothers who find that their health is suffering or being adversely affected by their work should contact First name of HR employee Last name of HR employee.

Suitable facilities

A suitable place to rest or to express milk will be provided to expectant mothers who are still at work or mothers who are breastfeeding following their return to work.

Time off for antenatal care

Expectant mothers shall be entitled to reasonable time off (with pay - for our employees only) to keep appointments for antenatal care made on the advice of a registered medical practitioner, registered midwife or registered health visitor. If requested, an expectant mother shall produce, from one of these professionals, a certificate confirming pregnancy, along with some proof that an appointment has been made.

Fathers may apply for leave to attend antenatal appointments. See Attending antenatal appointments below.

Right not to be subjected to detrimental treatment

This means that new and expectant mothers must not be penalised, for example, for pregnancy-related absence. Pregnancy-related absence will be recorded separately if it is identified as such on the sick certificate or on the self-certification form (as applicable). Pregnancy-related absence, including absence in connection with antenatal appointments, will not be taken into account when considering absence levels.

Maternity leave

Ordinary maternity leave

An employee will be entitled to take 26 weeks' ordinary maternity leave, no matter how long she has been employed by us and no matter how many hours she works each week. Subject to the eligibility requirements set out below, an employee will be entitled to statutory maternity pay for this period.

Additional maternity leave

At the end of an employee's ordinary maternity leave, she will be entitled to a further 26 weeks' additional maternity leave. Subject to the eligibility requirements set out below, an employee will be entitled to statutory maternity pay for a further 13 weeks. This will make the employee's total leave period a maximum of 52 weeks, during which the employee will be entitled to statutory maternity pay for 39 weeks.

Starting maternity leave

An employee can choose to start her maternity leave at any time after the start of the 11th week before the week in which her child is due, unless:

1. She is ill for a reason related to her pregnancy at any time after the start of the 4th week before her child is due, in which case, her maternity leave will automatically start on the first day of her absence; or

2. Her child arrives unexpectedly early and before she has started maternity leave, in which case, her maternity leave will start on the day that her child is born.

Notification requirements

Notice an employee must give us

By the end of the 15th week before the expected week of the birth of her child (or, if that is not reasonably practicable, as soon as possible thereafter) an employee must give notice to First name of HR employee Last name of HR employee of the following:

1. That she is pregnant

2. The week her baby is expected to be born (note that for these purposes a week begins on a Sunday). The employee should enclose a Form MATB1 signed by her GP or midwife with her notice

3. The date when she intends starting her maternity leave

4. An employee is entitled to change her proposed start date (as many times as necessary) by giving First name of HR employee Last name of HR employee at least 28 days' written notice. An employee can vary the start date to either:

• A later start date by giving us at least 28 days' notice before the last start date she informed us of

• An earlier start date by giving us at least 28 days' notice of the new proposed date

A form for the purpose of giving notice of pregnancy or changing the proposed start date can be obtained from First name of HR employee Last name of HR employee.

Maternity pay

Eligibility for statutory maternity pay ('SMP')

If an employee has at least 26 weeks' service by the end of the 15th week before her child is born and her normal weekly earnings are not less than the lower earnings limit applying to National Insurance contributions, she will be entitled to receive SMP whether or not she intends to return to work. If she does not qualify for SMP, she may be able to claim state maternity allowance. First name of HR employee Last name of HR employee will be able to advise employees on how to claim this.

Terms of payment

SMP is payable for 26 weeks during an employee's ordinary maternity leave period, and for a further 13 weeks during her additional maternity leave period. An employee can expect to receive 9/10ths of her average weekly earnings for the first 6 weeks and then whichever is the lower of either the statutory rate or 9/10ths of her average weekly earnings, for the remaining 33 weeks. The employee will be given a statement of her exact entitlement when she starts her maternity leave. An employee's SMP will be paid into her bank account on the same date that she would have received her salary, and will be subject to the usual deductions for tax, National Insurance and pension contributions.

Notice an employee must give us

To claim SMP, an employee must notify First name of HR employee Last name of HR employee in writing of her absence on maternity grounds 28 days before she is due to receive her first payment or, if that is not reasonably practicable, as soon as possible thereafter.

Contractual benefits

If an employee is taking ordinary or additional maternity leave, her contract of employment will continue and she will receive the benefits of the terms and conditions of her employment for the duration, except salary.

All employees on maternity leave

During maternity leave an employee will remain entitled to the benefit of our implied obligation of trust and confidence, and the terms and conditions relating to notice of dismissal, compensation in the event of redundancy and our disciplinary and grievance procedures. An employee will continue to be bound by the duty of good faith and to the terms in her contract of employment relating to giving notice on resignation and disclosure of confidential information.

Holidays

An employee will continue to accrue any statutory or contractual entitlement to annual holiday leave during both their ordinary and additional maternity leave.

The employee may not take their annual holiday entitlement whilst on maternity leave and any untaken annual leave must be taken before their maternity leave begins or after their maternity leave ends.

Keeping in touch

An employee may carry out up to 10 days' work for us during her maternity leave period without bringing her maternity leave to an end. This work may be work an employee is expected to do under her contract of employment, and may include training or any other activity undertaken for the purpose of keeping in touch with the workplace. An employee will be paid their usual salary for time spent working on such days or, at our discretion, receive paid time off in lieu for such a day. This will not be permitted during the two weeks following the birth of an employee's child. Any days' work carried out will not have the effect of extending an employee's maternity leave period, nor her entitlement to statutory maternity pay. Moreover, an employee may make reasonable contact with us from time to time without bringing her maternity leave to an end. We will not insist on an employee carrying out work during the maternity leave period, and an employee will not suffer any detriment for refusing to undertake such work.

Pension contributions

An employee's maternity leave period during which she will be receiving statutory maternity pay or contractual maternity pay will be treated as pensionable service and we will therefore continue to make contributions (if previously paid), based on her usual salary (i.e. the pay the employee would have received had she been working normally) on her behalf into our pension scheme. The payment of pension contributions will be suspended during any unpaid additional maternity leave.

An employee's contributions will be deducted from her SMP and will be based on the SMP she receives, rather than her usual salary.

Compulsory leave

An employee is prohibited from working for a period of two weeks commencing with the day on which her child is born. This is a compulsory legal obligation intended to benefit both the employee and her new child.

Returning to work

Notification requirements

We will, within 28 days of receiving an employee's notification of intended absence, respond to the employee in writing setting out her expected date of return. If she intends returning to work at the end of her maternity leave, she is not required to give any further notification to us.

Returning to work early

If an employee wishes to return to work before the end of her maternity leave period then she must give at least 8 weeks' prior notice of the return date. Failure to give this notice may result in us postponing the employee's return to work.

Contractual rights when returning to work

An employee will have the right return to a job with the same seniority, pension rights and similar rights. They will also have the right to return to a job with the same terms and conditions (including remuneration) that are as favourable as they would have been if she had not gone on leave.

Right to return to the same job after leave

An employee will be entitled to return to the same job they had before taking leave if:

• she took only ordinary maternity leave; or

• she took no more than 4 weeks of parental leave on its own; or

• the ordinary maternity leave or parental leave of 4 weeks or less followed another period of statutory leave (such as additional maternity or shared parental leave but not parental leave) and the total leave taken for her child was 26 weeks or less.

Right to return to the same or alternative job after leave

An employee will have a right to return to the same job if she returns to work:

• during or at the end of her additional maternity leave period; or

• after having taken more than 4 weeks of parental leave; or

• after having taken a period of ordinary maternity leave or parental leave that does not comply with the above section *Right to return to the same job after leave*.

However, if we cannot reasonably return an employee to the same job, she will be entitled to another job that is both suitable and appropriate to do in the circumstances.

Returning to work on a flexible, part-time or job-share basis

It may be possible for an employee to return to work on a part-time or job-share basis. This will depend on a number of considerations including her grade and position before she started her maternity leave. If an employee wants to request a variation to her contract of employment to create more flexibility in relation to her hours, the times she works or her place of work, she should ask First name of HR employee Last name of HR employee for an application form.

Deciding not to return to work

If an employee decides not to return to work, she must immediately tell First name of HR employee Last name of HR employee.

If an employee is too ill to return to work

If an employee cannot return to work because she is ill, she should notify First name of HR employee Last name of HR employee who will advise the employee how much, if any, sick leave she is entitled to.

Combining maternity leave and parental leave

An employee's right to take parental leave is not affected by her right to maternity leave. If an employee satisfies the conditions for each right then she may take a combination of parental leave and maternity leave.

Attending antenatal appointments

Certain employees and agency workers who have a 'qualifying relationship' with an expectant mother, have a right to time off during their working hours to accompany her to an antenatal appointment.

The time off is limited to 2 occasions, each limited to a period of 6.5 hours.

Agency workers will have to fulfil certain qualifying criteria before having this right.

The 'qualifying relationship'

Employees or agency workers have a qualifying relationship if any of the following apply:

• They are the expectant mother's husband or civil partner.

• They live with an expectant mother in an enduring family relationship and are not her relative.

• They are the expected child's father.

• They are in a same-sex relationship and will be treated as the child's other parent under the assisted reproduction provisions in the Human Fertilisation and Embryology Act 2008 (HFEA).

• They intend to apply for a parental order under the HFEA 2008 for a child who is expected to be born to a surrogate mother. Both they and the other applicant must be a married couple, a couple in a civil partnership, or 2 people living in an enduring family relationship who are not related to each other.

Eligibility of agency workers

Before having the same rights as our employees to attend antenatal appointments with an expectant mother, an agency worker will need to have completed the 12-week qualifying period as required by the Agency Workers Regulations 2010. During that time, they must not have taken on a different role or had a break between assignments.

Making a request to attend an antenatal appointment

Within 14 days of the intended antenatal appointment, the employee or agency worker must provide us with a written declaration confirming the following:

• That they have a qualifying relationship with the expectant mother or expected child.

• That the purpose of taking the time off is to attend an antenatal appointment.

• That the appointment has been made on the advice of a registered doctor, registered midwife or registered nurse.

• The date and time of the appointment.

This information can be given to us in electronic form, such as email.

Substituting maternity leave for shared parental leave

Employees who are entitled to shared parental leave can take up to 50 weeks off (or 48 weeks off if the mother works in a factory) to help care for a child after the mother takes her period of compulsory maternity leave. The employee's maternity leave entitlement will be divided between the employee and her partner.

To receive shared parental leave, a child's mother must end her maternity leave early by either returning to work or giving us a written notice.

Parents can also receive up to 37 weeks of statutory shared parental pay if they are eligible for it.

See page 9 for more information about this.

2. SHARED PARENTAL LEAVE

Introduction

SPL is taken by a mother giving up her right to maternity leave, maternity pay or maternity allowance. She must do this by either returning to work or giving her employer a written notice. Once done, her remaining entitlement can then be divided between her and her partner. Similarly, a mother's right to maternity pay or maternity allowance can be given up and then divided so that SSPP is paid to the mother and/or her partner while taking SPL.

Employees who are entitled to shared parental leave can take up to 50 weeks off (or 48 weeks off if the mother works in a factory) to help care for a child after the mother takes her period of compulsory maternity leave.

SPL is optional; employees who have a right to take maternity leave do not have to take SPL.

Adoptions

SPL also applies to parents who want to adopt in the UK. Adoption can include a child adopted from a surrogate mother where a couple have applied for a parental order. It will also include foster children adopted under the 'Fostering for Adoption' scheme run by local authorities.

In this policy, references can be substituted as follows:

• 'main adopter' for 'mother';

• 'adoption leave' for 'maternity leave';

• 'adoption pay' for 'maternity pay';

• 'match date' for 'child's expected week of birth'; and

• 'placement date' for 'child's date of birth'.

Qualifying for SPL

An employee will be entitled to SPL if they meet the statutory qualifying criteria set out below.

1. Relationship to the child

The employee must care for, and have the main responsibility for the upbringing of the child, with:

• their spouse or civil partner;

• their partner (if the partner lives with the employee and the child; this includes same-sex relationships); or

• the child's other parent.

2. Employment

The employee must be:

• employed continuously for at least 26 weeks by the end of the 15th week before the expected week of childbirth (includes employees entering a surrogacy arrangement); and

• employed by us up to the week before the SPL is taken.

The employee's partner must have:

• worked in Great Britain (as an employee, self-employed person or an agency worker) for at least 26 weeks in a 66-week period up to the expected week of childbirth; and

• earned no less than the maternity allowance threshold (£30) in 13 of those 66 weeks.

The criteria for the employee's partner is known as the 'employment and earnings' test.

3. Other criteria

The child's mother must be entitled to maternity leave or pay, or maternity allowance, and must have returned to work or given notice to end their leave or pay. The employee must also provide the necessary notices and declarations set out below (under 'Information' and 'Declarations') and any evidence that we might request.

How an employee can end her maternity leave and pay

To start SPL, the child's mother must first end any maternity leave or pay, or maternity allowance. The type of notice will differ depending on which of these the mother is entitled to. If the child's mother is our employee, she must either return to work or give us a written notice to say that she will return.

The notice must be given at the same time that she gives notice to take SPL or statutory shared parental pay (SSPP). If the child's mother is our employee and her partner has given their employer a notice and declaration, the mother must give us a declaration of consent and entitlement at the same time as her notice to end her maternity leave or pay, or maternity allowance.

If the employee is entitled to maternity leave

The notice must state the date that her maternity leave will end. This must be on a date that is at least:

• 8 weeks after the date the employee gives us notice;

• one day after the compulsory ordinary maternity leave period of 2 weeks (or 4 weeks for factory workers); and

• one week before the last day of her period of additional maternity leave.

If the employee is not entitled to maternity leave but can receive statutory maternity pay

The notice must state the date that her statutory maternity pay will end. This must be on the last day of a week that is at least:

• 8 weeks after the date that we were given the notice;

• one day after her compulsory ordinary maternity leave (2 or 4 weeks) ends; or if she does not have this right:

• 2 weeks after the end of the pregnancy; and

• one week before her maternity pay ends.

If the employee is entitled to maternity allowance

The notice must be given to the Department for Work and Pensions, stating the date that her maternity allowance will end. This must be on a date that is:

• one day after her compulsory ordinary maternity leave (2 or 4 weeks) ends; or if she does not have that right, at least:

• 2 weeks after the end of the pregnancy;

• 8 weeks after the date she gave us the notice; and

• one week before her maternity allowance ends.

The employee must provide us with a copy of this notice to us within 5 days of giving it to the Department for Work and Pensions.

Cancelling a notice

The child's mother can cancel her notice before the date specified in the notice, by giving written notice to us, but only if one of the following applies:

• Neither parent is entitled to receive SPL or SSPP. In this case, the employee must give notice within 8 weeks of the mother giving her notice to end maternity leave (the employee cannot cancel if neither parent is entitled to receive SPL or SSPP if the notice was to end her maternity pay period or maternity allowance period).

• The mother's partner dies. In this case, she must give notice to cancel within a reasonable time of the death. The notice must state the date of her partner's death.

The employee can also cancel SPL before her child is born or if her partner dies if she has given us notice to end her maternity pay period or maternity allowance period. This must be provided before the date given in that notice, as long as the employee gives us (or for maternity allowance, the Department for Work and Pensions) their notice to cancel within 6 weeks of the child's birth or within a reasonable time of her partner's death. Note that this cancellation right does not apply to adoptions.

Applying to take SPL and SSPP

An employee must give us a written notice of their entitlement to take SPL and/or SSPP. It must contain the information described under 'Information' and 'Declarations' below.

1. Information

The notice must contain the following information:

• The employee's name

• Their partner's name

• The start and end dates of maternity leave that has been (or will be) taken or received (or maternity pay or maternity allowance periods if the mother does not qualify for maternity leave)

• The total amount of SPL and SSPP that is available, and how much the employee and their partner want to take (the SPL dates can either be estimated or fixed dates)

• The expected week of childbirth

• The child's date of birth (if the child is unborn, this must be given as soon as reasonably possible and, in any event, before the employee starts any SPL or being paid SSPP)

2. Declarations

The employee's notice must also contain the following declarations:

If the employee is the mother

• She fulfils or will fulfil the statutory qualifying criteria for SPL and (if being claimed) SSPP

• That the information given in the notice is accurate

• She will immediately inform us if she ceases to care for her child

• If SSPP is being claimed, she will immediately inform us if her maternity pay period ceases to be reduced

• If SSPP is being claimed, the date on which her maternity pay period or maternity allowance period began and by how many weeks it is, or will be, reduced

Her partner's declaration must state:

• Their name, address and National Insurance number (or that they do not have a National Insurance number)

• That they fulfil or will fulfil the 'employment and earnings' test

• That they (together with the mother) have the main responsibility for the upbringing of the child when the child is born

• That they are the child's father or parent, or the other parent's spouse, civil partner or partner

• That they agree to the amount of SPL and/or SSPP that they both want to take

• That they consent to us processing the information contained in their declaration

If the employee is the child's father or other parent

• They fulfil or will fulfil the statutory qualifying criteria for SPL and (if being claimed) SSPP

• The information given in the notice is accurate

• They are the child's father or parent, or the other parent's spouse, civil partner or partner

• They will immediately inform us if they cease to care for the child or if the child's mother informs them that she is no longer entitled to maternity leave, statutory maternity pay, maternity allowance or has withdrawn their notice to end it

• If SSPP is being claimed, they will immediately inform us if the child's mother informs them that her maternity pay period or maternity allowance period ceases to be reduced

Their partner's declaration must state:

• Their name, address and National Insurance number (or that they do not have a National Insurance number)

• That they fulfil or will fulfil the 'employment and earnings' test

• That they (together with their partner) have the main responsibility for the upbringing of the child when the child is born

• That they are entitled to maternity leave, statutory maternity pay or maternity allowance and have either returned to work or given notice to their employer to end it

• If SSPP is being claimed, the date on which their maternity pay period or maternity allowance period began and by how many weeks it is, or will be, reduced

• If SSPP is being claimed, that their maternity pay period or maternity allowance period is, and continues to be, reduced and that they will immediately inform their partner if this is not the case

• That they will immediately inform their partner if they are no longer entitled to maternity leave, statutory maternity pay or maternity allowance or have withdrawn their notice to end it

• That they consent to the amount of SPL that they both intend to take and to their partner's intended claim for SSPP (if any)

• That they consent to us processing the information contained in their declaration.

The employee must give the notice and declarations at least 8 weeks before they want to take SPL and SSPP.

If the child's mother is our employee, it must be given at the same time as her notice to end her maternity leave or pay, or maternity allowance.

If the child's mother is our employee and her partner has given their employer a notice and declaration, the mother must give us a declaration of consent and entitlement at the same time as her notice to end her maternity leave or pay, or maternity allowance.

If our employee is the partner, the notice and declarations must contain the mother's declaration.

If we discover that the employee's declaration is in any way untrue or in breach of our policy, the employee will be disciplined in line with our disciplinary procedure and may be dismissed. In certain circumstances, this may be regarded as gross misconduct.

3. Providing evidence

We have a right to ask an employee for certain evidence. After receiving the employee's notice, we have 14 days if we want to ask for:

• a copy of the child's birth certificate (or, for adoptions, one or more documents issued by the adoption agency showing its name and address, the date of being told of the match with the child and the date the adoption agency expects the child to be placed); and

• the name and address of the employer of the employee's partner.

If a birth certificate has not been issued, the employee must give a written declaration stating this, as well as the date and location of the child's birth. If the employee's partner has no employer, the employee must also give us a written declaration stating this. The declaration must be signed by the employee.

The employee must provide the evidence or written declaration(s) within 14 days of the date we requested it.

Booking a period of SPL

Before booking shared parental leave (SPL), the employee must first apply for it. When we approve it, the employee can then book it. When an employee wants to book a period of SPL, they must give us a written notice. This is a called a 'booking notice'.

We must be given the booking notice at least 8 weeks before the employee wants their SPL to start. The booking notice must state the start and end dates of each period of SPL they want to book. Each period of SPL must be booked in blocks of at least one week. The booking notice can request more than one period of SPL.

If the employee gives the booking notice before the child is born, the employee can state the SPL dates in the notice will:

• start on the day the child is born, or on a specified number of days later; or

• end on a specified number of days after the child is born.

For example, the employee can say in the notice that they want to book 3 weeks' notice to begin '3 weeks after the child is born'.

What can be booked

An employee can book a single continuous (unbroken) block of SPL or discontinuous (split) blocks. An example of booking a discontinuous period of leave can be, booking 2 weeks' SPL, then returning to work for 4 weeks and then taking a further 3 weeks' SPL.

We must approve requests for periods of continuous leave, but we can reject a request for discontinuous periods of leave. We can also propose an alternative.

Employees who intend to book discontinuous periods of leave should contact First name of HR employee Last name of HR employee to discuss this in advance.

An employee will be allowed to submit a maximum of 3 notices to book or change (see below under 'Changing a period of SPL') dates for SPL.

Our response to requesting discontinuous periods of leave

We can arrange a meeting to discuss the request. We will tell the employee our decision within 2 weeks, starting from the date that we were given the booking notice. If we agree to the request, or we agree alternative dates with the employee, within the 2 week period, the SPL will start on the agreed dates.

If an agreement is not reached in those 2 weeks, the employee will be entitled to take their requested amount of leave as a continuous period.

In these circumstances, they can:

• select their start date, which must be after at least 8 weeks, beginning with the day the booking notice was given to us; or

• use the start date originally given in the booking notice for discontinuous leave; or

• withdraw their notice requesting discontinuous periods of SPL (this will not then count as one of the 3 allowed notices). The employee must do this on or before the 15th day after the employee gives the notice to us. For example, if the notice is given on 1 January, the employee will have until 16 January to withdraw it.

If an employee chooses a new start date, they must inform us within 5 days after the end of the 2-week period.

Changing a period of SPL

We must be given a written notice if the employee wants to change a period of SPL. When changing a period of SPL, the employee can do any of the following:

1. Change the start or end date of any period of SPL

If the employee wants to change the start or end dates of any SPL period, they must give us at least 8 weeks' notice before both the date being changed and the new date. Therefore, they can change the start or end date to:

• a later date, by giving us notice at least 8 weeks before the previous start or end date (depending on which date is being changed); or

• an earlier date, by giving at least 8 weeks' notice of the new proposed date.

2. Cancel a period of SPL

If the employee wants to cancel SPL, they must give us at least 8 weeks' notice before what would have been the start date.

3. Change the type of SPL requested

The employee can also change a period of SPL from continuous to discontinuous, or vice versa. If changing to discontinuous periods of leave, we may arrange a meeting to discuss the request. For details of how we can respond, see above under 'Our response to requesting discontinuous periods of leave'.

Each notice changing SPL will count as one of their 3 allowed notices to book or change their SPL. However, a notice will not count as one of the 3 if it has been given:

• because the child was born before or later than their expected week of birth (this does not apply to adoptions);

• to request discontinuous periods of SPL and that request is subsequently withdrawn; or

• at our request.

How a notice must be sent

All notices in this policy must be given personally, emailed or posted to First name of HR employee Last name of HR employee.

It will be considered delivered on the day the employee gave, emailed or posted it to us.

Special circumstances

If the child is born before the expected date of birth

If the mother or her partner have given an application notice to take SPL and/or SSPP and have booked their SPL, they will not have to give 8 weeks' notice to start SPL so long as:

• they give us a notice changing their original booked SPL; and

• the gap between the date of birth and the new SPL start date is the same as the gap between the expected date of birth and the original SPL start date; and

• they are not changing the length of the SPL; and

• they give us this notice as soon as reasonably possible after the child is born.

If the child is born 8 weeks or more before the expected date of birth

If the mother or her partner have given an application notice to take SPL and/or SSPP but have not booked their SPL, or if they have not given an application notice, they will not have to give 8 weeks' notice to start SPL so long as:

• they give the application notice and/or booking notice (as appropriate) as soon as reasonably possible after the child is born; and

• the booking notice requests the SPL to start within 8 weeks of the child's birth.

If the child dies

If an employee has not already given us an application notice or a booking notice, they cannot now do so. If some SPL has already been booked, they will be entitled to take the booked period of SPL, but cannot take any more. If an employee wants to change their plans, they can either:

• change the booking notice once to reduce the booked period of SPL, having given us 8 weeks' notice of the new end date; or

• cancel their entitlement to take SPL.

If the mother dies

In all the circumstances given below, the mother must have met the requirements of the 'employment and earnings' test and been entitled to maternity leave or pay, or maternity allowance, before they died. Also, the other parent must have a qualifying relationship to the child immediately before her death.

1. If the mother did not give a notice to end their maternity leave or pay (or maternity allowance) and the other parent has given notice to take SPL, the other parent will:

• be entitled to 52 weeks of SPL less any maternity leave or pay (or maternity allowance) that has already been taken;

• not have to give us any evidence;

• need to state the mother's date of death in their notice to take SPL;

• not have to provide the mother's declarations; and

• will not have to give us 8 weeks' notice to apply for or book SPL if it is not reasonably possible to do so. Instead, it can be given as soon as reasonably possible, as long as it is before SPL is due to start. This applies to the application notice and the first notice given to us after the mother's death.

2. If the mother gave notice to end their entitlement, but the other parent has not yet given notice to take SPL, the other parent:

• will be entitled to 52 weeks less the amount by which the mother reduced her entitlement in her notice ending her maternity leave or pay, or maternity allowance;

• will not have to give us any evidence;

• must give the mother's date of death in their notice to take SPL;

• will not have to provide the mother's declarations; and

• will not have to give us 8 weeks' notice to take SPL if it is not reasonably possible to do so. Instead, it can be given as soon as reasonably possible, as long as it is before SPL is due to start. This applies to the application notice and the first notice given to us after the mother's death.

3. If the other parent has given notice to take SPL, it will not matter if the mother ended the maternity leave or pay, or maternity allowance.

• The other parent will be entitled to 52 weeks of SPL less any maternity leave or pay (or maternity allowance) that has already been taken.

• The other parent will not have to give us any evidence if, before the mother died, the 14-day period to provide it has not ended or we have not requested it;

• The other parent must provide the mother's date of death in the first notice that they give after the death, giving details of the period of SPL they wish to book or change;

• The other parent will not have to provide the mother's declarations in any notice to change a booked period of SPL;

• The other parent will not have to give us 8 weeks' notice to book SPL if it is not reasonably possible to do so. Instead, it can be given as soon as reasonably possible, as long as it is before the SPL is due to start (this applies to the first notice that they give after the mother's death).

• The other parent can give us a fourth booking notice providing details of a period of SPL they wish to take or change a pre-booked period of SPL if, when the mother died, they had already given 3 of these notices.

If the other parent dies after the mother has given her application notice

If the other parent dies, they must have met the requirements of the 'employment and earnings' test before they died. Also:

• The mother must be entitled to take SPL;

• The mother will not have to give us any evidence if before the other parent died, the 14-day period to provide it had not ended or we have not requested it;

• The mother must provide the other parent's date of death in the first booking notice or revised booking notice that she gives following the death, giving details of the period of SPL she wishes to take or change;

• The mother will not have to provide the other parent's declarations in any revised booking notice;

• The mother will not have to give us 8 weeks' notice to book SPL if it is not reasonably possible to do so. Instead, it can be given as soon as reasonably possible, as long as it is before the SPL is due to start. This applies to the first booking notice or revised booking notice that she gives after the other parent's death; and

• The mother can give us a fourth booking notice providing details of a period of SPL she wishes to take or change if, when the other parent died, she had ready given 3 notices.

Statutory qualifying criteria for SSPP

Qualifying parents can receive a maximum of 37 weeks of statutory shared parental pay (SSPP) (after taking the compulsory 2 weeks of their maternity pay or maternity allowance).

To receive SSPP, the mother must end their 39 weeks' maternity pay or maternity allowance early. The remaining amount can then be used to receive SSPP for her and/or her partner while taking SPL.

We must also be given a notice of the employee's entitlement to take SSPP.

An employee will be entitled to SSPP if all of the following are true:

• They meet the criteria to receive SPL (see 'Qualifying for SPL').

• They have earned at least the lower earnings limit for Class 1 National Insurance Contributions for the 8 weeks up to and including the last day of the 15th week before the expected week of childbirth.

• They will be caring for the child while on SPL and receiving SSPP.

An entitled employee can expect to receive SSPP at the lower of the statutory rate or 90% of their normal weekly earnings. SSPP is paid in the same way as salary, subject to deductions for tax and National Insurance contributions.

Employees can get more information, including the current SSPP rate, from First name of HR employee Last name of HR employee.

Contractual rights while on SPL

Terms of employment contract

While taking SPL, an employee's contract of employment will continue and they will receive the benefits of all the terms and conditions of their employment, except salary.

An employee will still be bound by their duty of good faith and to all the terms in their contract of employment, including terms for giving notice to resign and disclosing confidential information.

Holidays

During SPL, an employee will still accrue any statutory or contractual entitlement to annual holiday leave at the rate given under their employment contract. The employee must not take their annual holiday entitlement while on SPL.

If an employee's SPL will cross into the next holiday year, they must take any untaken annual leave that will continue into the next holiday year before their SPL begins (unless this is not reasonably possible). In this case, a maximum of one week's holiday entitlement can be carried over or, if greater, the amount allowed in an employee's contract of employment. The carried-over holiday must be taken immediately before returning to work, unless the employee's manager states otherwise.

Pension contributions

An employee's SPL period, during which they will be receiving SSPP or contractual shared parental pay (if it applies), will be treated as pensionable service.

We will therefore continue to make any contributions (if we previously paid this) on their behalf into our pension scheme, according to the pension scheme's rules. The contributions will be based on the salary they received before taking leave. We will stop contributing if SSPP is not payable during any period of SPL.

An employee's contributions will be deducted from their SSPP or contractual shared parental pay (if it applies). Their contributions will be based on the SSPP or contractual additional parental pay that they receive, rather than their usual salary.

Keeping in touch days

An employee can do up to 20 days' work for us during their SPL without ending their leave. These are called 'keeping in touch' days, or KIT days. This can be work an employee is expected to do under their employment contract and can include training or any other activity done to keep in touch with the workplace.

The KIT days will be in addition to any 'keep in touch days' taken by employees who took maternity leave.

An employee will be paid their usual salary for time spent working on a KIT day or, at our discretion, receive paid time off in lieu of a KIT day.

Any days' work carried out will not extend an employee's SPL period, nor their entitlement to SSPP.

An employee can make reasonable contact with us from time to time without bringing their SPL to an end. We will not insist on an employee carrying out work during their SPL, and an employee will not be punished for refusing to do this work. A KIT day must be discussed, agreed and arranged in advance with their manager or First name of HR employee Last name of HR employee.

Redundancy

If we propose to make an employee redundant while they are taking SPL, the employee will first be offered a suitable and appropriate alternative role in our business (if one is available).

The alternative role will not be significantly less favourable, in terms of the required capability, skill, location and the terms and conditions of employment, than the employee's current employment contract.

Changing the return date

If an employee wants to end a period of SPL early, they must give us 8 weeks' written notice of the new return date. If they have already given us 3 notices to book or change their SPL dates, they will not be able to change it without our permission.

If an employee has some unused SPL entitlement and wants to extend their SPL, they must give us a notice to do this at least 8 weeks before the date they were due to return to work. If they have already given us 3 notices to book or change the dates of SPL, they will not be able to change it without our permission.

Returning to work

After taking SPL, an employee has a right to return to work to the same job that they had before taking SPL. However, this might not be the case if the employee takes a period of SPL that:

• followed 2 or more consecutive periods of leave that included a period of additional maternity or adoption leave, or a period of more than 4 weeks' parental leave; or

• when combined with a period of paternity, maternity or adoption leave, equals more than 26 weeks.

In these cases the employee will be entitled to return from SPL to the role they had before they left, but only if it is reasonably possible for us to do this. If it is not, the employee will return to another job that is both suitable and appropriate for them to do.

An employee will have the right to return to a job with the same seniority, pension rights and similar rights. The employee will also have the right to return to the same terms and conditions (including remuneration) that are as favourable as they would have been if the employee had not gone on leave.

Returning to work on a flexible, part-time or job-share basis

It may be possible for an employee to return to work on a part-time or job-share basis. This will depend on a number of considerations including their grade and position before they started their SPL. If an employee wants to request more flexible hours, change the times they work or their place of work, they should ask First name of HR employee Last name of HR employee for an application form.

Deciding not to return to work

If an employee decides not to return to work, they must immediately tell First name of HR employee Last name of HR employee and provide a notice of resignation as required by their employment contract.

If an employee is too ill to return to work

If an employee cannot return to work because they are ill, they must tell First name of HR employee Last name of HR employee who will tell the employee how much, if any, sick leave that they will be entitled to.

3. PATERNITY LEAVE

Paternity leave policy

This policy provides employees with a general outline of the statutory provisions relating to paternity leave and pay. Paternity leave is available for spouses, civil partners and partners of a mother.

If employees wish to take paternity leave, they are advised to obtain further guidance from First name of HR employee Last name of HR employee.

Adoptions

This policy also applies to parents adopting a child in the UK.

Adoption can include a child adopted from a surrogate mother where a couple have applied for a parental order. This also includes foster children adopted under the 'Fostering for Adoption' scheme run by local authorities.

Paternity leave

Policy

This policy deals with the right to take paternity leave and to receive paternity pay following the birth of a child or the adoption of a child from within the United Kingdom.

Subject to the eligibility and notification requirements below, if an employee wishes to take leave to care for a newborn or newly adopted child or to support the child's mother or adoptive parent, they may be entitled to:

1. Either 1 or 2 whole weeks of paternity leave
2. Statutory paternity pay (SPP)

Eligibility

Employees are entitled to take paternity leave if all of the following are true:

• They have been continuously employed by us for 26 weeks by the end of the 15th week before the expected week of childbirth.

• They are either the biological father of the child, or the mother's husband, civil partner or partner.

• Where they are not the child's father, they have or expect to have responsibility for the upbringing of the child.

Employees are also entitled to take paternity leave if all of the following are true:

• They have been continuously employed by us for 26 weeks ending with the week in which the adoptive parent is notified of being matched for adoption.

• They are either married to, the civil partner of, or the partner of the adoptive parent.

• They have or expect to have responsibility for the upbringing of the child.

We reserve the right to ask employees to provide a self-certificate or declaration as evidence that they meet the above eligibility conditions.

Notification

If an employee wishes to take paternity leave, they must notify First name of HR employee Last name of HR employee of the following:

1. The expected week of childbirth or the date on which the adoptive parent was notified and the expected date of the placement
2. Whether they wish to take 1 or 2 weeks' leave
3. The date they wish their paternity leave to start

This notification must be made by the end of the 15th week before the expected week of childbirth, or no later than 7 days after having been notified of having been matched with a child, or as soon as is reasonably practicable.

Starting your leave

An employee may start paternity leave:

1. On the date of birth or placement
2. A set number of days after the date of birth or placement
3. Another set date

Leave may start on any day of the week but must be taken within 56 days of the date of birth or placement.

If an employee wishes to change the start date, they must provide First name of HR employee Last name of HR employee with 28 days' prior notice as soon as possible, unless this is not reasonably practicable.

Statutory paternity pay

If an employee qualifies for paternity leave on the above basis, he/she may be entitled to SPP.

The rate of SPP is currently the same as the standard rate of statutory maternity pay. SPP is paid in the same way as salary, subject to deductions for tax and National Insurance contributions.

Further information, including the up-to-date SPP rate, can be obtained from First name of HR employee Last name of HR employee.

Terms and conditions during leave

During paternity leave, employees will benefit from the express and implied terms and conditions that would have applied had they been at work, except for those concerning remuneration, specifically wages and salary. Employees will continue to accrue their contractual holiday entitlement in the usual way.

Returning to work

An employee will have the right return to a job with the same seniority, pension rights and similar rights. They will also have the right to return to a job with the same terms and conditions (including remuneration) that are as favourable as they would have been if they had not gone on leave.

Right to return to the same job after leave

Following paternity leave, employees will be entitled to return to the same job that they had before taking paternity leave if any one of the following is true:

• They only took paternity leave.

• The paternity leave did not follow more than 4 weeks of parental leave.

• The paternity leave followed another period of statutory leave (except parental leave) and the total leave taken was 26 weeks or less.

Right to return to the same or alternative job after leave

An employee will have a right to return to the same job if they return to work after having taken a period of paternity leave that does not comply with the above section *Right to return to the same job after leave*. However, if we cannot reasonably return an employee to the same job, they will instead be entitled to another job that is both suitable and appropriate to do in the circumstances.

Substituting paternity leave for shared parental leave

Employees who meet certain requirements have a right to statutory shared parental leave.

Shared parental leave is taken by dividing the mother's maternity leave, or the main adopter's adoption leave, between them and their partner. To receive shared parental leave, a child's mother or main adopter must end their maternity or adoption leave early. They must do this by either returning to work or giving us a written notice.

Parents can also receive up to 37 weeks of statutory shared parental pay if they are eligible.

If employees choose to take shared parental leave instead of paternity leave, they will not be able to take any paternity leave for the same child.

See page 9 for more information about this.

4. NOTIFICATION OF SICKNESS OR OTHER ABSENCE

Notification of absence

If an employee is absent from work for any reason and the absence has not previously been authorised, they shall inform, or arrange for someone else to inform, their manager by By what time on the first day of absence.

An employee shall properly explain any unauthorised absences, and in the case of any absences of uncertain duration, they shall keep us regularly informed of its expected duration.

Subject to any terms to the contrary contained in an employee's contract of employment:

4.1. If an employee is absent from work due to sickness or injury for seven days or less, they shall complete our self-certification form on their return to work.

4.2. If an employee is absent from work due to sickness or injury for more than seven days, they shall provide us with a general medical statement on the eighth day of sickness or injury. Thereafter, an employee shall provide medical statements on a weekly basis.

4.3. If an employee is absent from work due to sickness or injury for four weeks, we may refer him/her to the 'Fit for work service' (FFWS), which is a government-funded occupational health assessment service. An employee's doctor may also refer the employee to the FFWS before we do. If so, the employee does not have to inform us. If the employee does, or if the FFWS case manager wants to contact us, then the employee, or the case manager, should contact their manager.

Persistent short-term sickness absence is, in the absence of any underlying medical condition or other reasonable excuse, a disciplinary matter, and will be dealt with in accordance with our disciplinary procedures (section 15).

Sickness and annual holiday leave

Employees are entitled to a statutory minimum of 28 days' holiday leave. This entitlement consists of:

• 20 days (4 weeks) under EU (European Union) law, and

• 8 days under UK law.

Special rules apply for the 20 days' EU entitlement if an employee is absent from work because they are sick or injured. The employee's EU entitlement shall continue to accumulate while the employee is on sick leave. They will have the option to:

• take their unused EU entitlement at the same time as their sick leave and receive their normal rate of pay; or

• carry their unused EU entitlement into the next holiday year if they are unwilling or unable to take their holiday entitlement because they were on sick leave. Any carried over leave must be used within 18 months of the holiday year in which it accumulated.

Absence while on long-term sick leave during a holiday year will be pro-rated based on the employee's full holiday entitlement.

Entitlement to carry over holiday leave

Notifying us

The following rules apply to an employee's statutory holiday entitlement and not any additional holiday entitlement granted by the employee's contract of employment:

• If the employee is sick or injured immediately prior to taking their pre-arranged holiday entitlement, they must inform, or arrange for someone else to inform, their manager by By what time GMT on the first day of their sickness or injury of their condition and state if they wish to postpone their pre-arranged holiday entitlement to a later date. Thereafter the employee must inform, or arrange for someone else to inform, their manager by By what time GMT on each day that he/she is sick or injured and regards himself/herself as unable to work.

• If the employee is sick or injured during their pre-arranged holiday entitlement, they must inform, or arrange for someone else to inform, their manager by By what time GMT (or as soon after as possible, if abroad) on the first day of their sickness or injury of their condition and state if they wish to receive additional days' holiday entitlement in lieu of the period of time for which they are sick or injured whilst on annual leave.

Thereafter the employee must inform, or arrange for someone else to inform, their manager by By what time GMT on each day that he/she is sick or injured and regards himself/herself as unable to work.

Sickness or injury is defined as a state of health that would prevent the employee from carrying out their normal duties.

Any claim by an employee for payment of sick pay and to postpone any pre-arranged holiday leave, or to claim holiday leave in lieu of a period of time whilst they are sick or injured, will only be granted on the condition that the employee complies with the above notification requirements and provides us with a doctor's note or other official medical evidence, which is satisfactory to us, describing the illness or injury, providing an opinion on whether the employee is or is not fit for work (taking into consideration the type of work undertaken by the employee) and advising on the length of time they recommend that the employee is unable to work. The doctor's note or other medical evidence must come from an independent source and not a friend or relative of the employee.

If we discover that the employee's claim or the medical evidence supporting it is in any way untrue or in breach of our policy then the employee will be disciplined in accordance with our disciplinary procedure and may be dismissed. In certain circumstances, this may be regarded as gross misconduct.

Sick pay

We operate the Statutory Sick Pay scheme, and the employee shall co-operate in the maintenance of the necessary records of our Statutory Sick Pay scheme.

For the purpose of calculating an employee's entitlement to Statutory Sick Pay, 'qualifying days' are those days on which an employee is normally required to work.

We may use payments made to an employee under our sick pay provisions or other contractual obligations, to discharge our liability to make payments under the Statutory Sick Pay scheme.

If an employee complies with the requirements in this section regarding notification of absence and the supply of medical statements, we shall pay Statutory Sick Pay where applicable.

Where we have agreed to pay an employee more than their entitlement to Statutory Sick Pay ('enhanced sick pay') under the terms and conditions of their employment, then we may withhold, suspend or discontinue the enhanced sick pay payments if the employee is absent from work due to sickness or injury whilst they are the subject of any disciplinary action or performance management or have been suspended or are under investigation in connection with any matter with which they are involved.

If an employee is absent from work for any reason (excluding annual and public holidays) for a period or periods totalling in excess of Total allowed absence working weeks in any period of 12 months, we may terminate the employment.

5. LEAVE OF ABSENCE

Paid annual leave

The provisions relating to employees' entitlement to paid annual leave are set out in the employee's contract of employment.

Jury service and other public duties

Should an employee be called up for jury service or required to attend court to give evidence as a witness, he/she must notify his/her manager as soon as is reasonably practicable. Time off work will be granted in these circumstances. The employee will be required to provide a copy of the court summons to support his/her request for time off work. He/she has no contractual or statutory right to be paid for time not worked due to jury service or other related public duties. Any payment of salary made by us during this period is at our absolute discretion, and will be subject to the deduction of any monies received from the court in respect of loss of earnings. The employee must therefore submit a claim to the court for loss of earnings and claim the full allowance available to him/her. If, on any day on which he/she attends court, the employee is told that his/her services are not required, the employee must then return to work as soon as possible and report to his/her manager before starting work.

Membership of the Volunteer Reserve Forces

If an employee is a member of the Volunteer Reserve Forces, he/she may use the paid annual leave entitlement to carry out his/her duties, provided he/she complies with the provisions relating to paid annual leave set out in his/her contract of employment in the section on holidays. We expect an employee to use paid annual leave first before applying for further time off.

Otherwise, any further time off relating to membership of the Volunteer Reserve Forces will only be granted at our absolute discretion, and an employee has no contractual or statutory right to be paid for this leave. Any payment of salary made by us in such circumstances is at our absolute discretion. If an employee wishes to apply for this type of leave, he/she should apply in writing to his/her manager stating the period of leave requested and the reasons for it.

Medical appointments

Appointments with doctors, dentists and other medical practitioners should, as far as is reasonably practicable, be made outside of the normal hours of work, or with the minimum disruption to the working day (i.e. made at the beginning or end of the working day).

Time off work to attend medical appointments must be authorised in advance. An employee should seek authorisation from his/her manager. In any event, unless there are exceptional circumstances, no more than two hours should be taken off work for any one appointment. With the exception of antenatal appointments, an employee has no contractual or statutory right to be paid for absences relating to attendance at medical appointments. Any payment of salary during attendance at such appointments is made at our absolute discretion.

Special unpaid leave

We may, in certain circumstances, consider requests for special unpaid leave, for example, for the purposes of education, family responsibilities or for important personal reasons. However, we expect employees to use their paid annual leave first. Otherwise, any further time off for special reasons will only be granted at our absolute discretion and an employee has no contractual or statutory right to be paid for this leave. If an employee wishes to apply for special leave, he/she should apply in writing to his/her manager stating the period of leave requested and the reasons for it. Requests for special leave will be assessed on their individual merits and circumstances. Special leave is operated entirely at our discretion and it may be withdrawn at any time.

General

Failure to return from leave and report for work on the due date of return without reasonable excuse is a disciplinary offence, and will be dealt with in accordance with our disciplinary procedures (section 15).

6. EQUAL OPPORTUNITIES

Policy statement

We are opposed to all forms of unlawful and unfair discrimination. We are an equal opportunity employer and are fully committed to a policy of treating all our employees and job applicants fairly and equally, regardless of:

- Marital or civil partnership status
- Age
- Disability
- Race (including colour, nationality, and ethnic or national origin)
- Sex
- Sexual orientation
- Gender, including gender reassignment

• Religion or belief

• Pregnancy and maternity

These will collectively be referred to as the 'protected characteristics', for the purposes of this policy.

No employee or job applicant should be harassed, victimised or directly or indirectly discriminated against because they possess a protected characteristic.

In addition:

• Part-time employees should not be treated less favourably then a comparable full-time employee.

• Fixed-term employees should not be treated less favourably than a comparable permanent employee.

• Employees and job applicants should be treated fairly and equally irrespective of their trade union status.

We will take all reasonable steps to provide a work environment in which all employees are treated with respect and dignity, and that is free of harassment based upon an employee's protected characteristic.

We will not condone or tolerate any form of harassment engaged in by our employees.

Scope

This policy applies to all individuals who work and apply to work for us, including:

• Contract workers

• Agency workers

• Volunteers (including those on work experience)

Implementing this policy

The partners and managers will be ultimately responsible for the development, implementation and monitoring of this policy and ensuring that they actively promote it within the departments for which they are responsible.

In order to implement this policy, we shall:

• Ensure that, as far as is reasonably practicable, the policy is communicated to all workers to whom it applies.

• Ensure that it is always made available to view for all workers to whom it applies.

• Ensure that adequate resources are made available to fulfil our policy objectives.

• Provide equality training and guidance, as appropriate, to staff responsible for its implementation.

All staff that come under the scope of this policy:

• Have a duty to co-operate with us to ensure that this policy is effective in ensuring equal opportunities and in preventing discrimination, victimisation, harassment and bullying in the workplace.

• Must comply with it and act in accordance with its objectives.

Complaints and enforcement

Action will be taken under our disciplinary procedures against any employee who is found to have committed an act of improper or unlawful discrimination, harassment, bullying or victimisation. Serious breaches of this policy will be treated as potential gross misconduct, and could render an employee liable to summary dismissal. Employees should also bear in mind that they can be held personally liable for any act of unlawful discrimination. Employees who commit serious acts of harassment may also be guilty of a criminal offence.

An employee should draw the attention of his/her manager to suspected discriminatory acts or practices, or suspected cases of harassment or victimisation.

An employee who believes that they have suffered from an act of improper or unlawful discrimination, harassment, bullying or victimisation should at first instance inform his/her manager. He or she will be entitled to raise a grievance in accordance with our grievance procedure, which must be used before pursuing a complaint at an Employment Tribunal.

An employee must not victimise or retaliate against another employee who has made, or is thought to have made, allegations or complaints of discrimination, victimisation or harassment, nor against anyone who has or is thought to have assisted that employee. Such behaviour will be treated as potential gross misconduct in accordance with our disciplinary procedures (section 15).

Recruitment, advertising and selection

We are committed to applying our equal opportunities policy statement at all stages of our recruitment and selection process.

Advertisements will encourage applications from all suitably qualified and experienced people. When advertising job vacancies, in order to attract applications from all sections of the community, we will, as far as reasonably practicable:

• Ensure advertisements are not confined to those publications or media which would exclude or disproportionately reduce the numbers of applicants with a protected characteristic.

• Avoid prescribing any unnecessary requirements which would exclude a higher proportion of applicants with a protected characteristic.

• Avoid prescribing any requirements as to marital or civil partnership status.

• Where vacancies may be filled by promotion or transfer, they will be published to all eligible employees in such a way that they do not restrict applications from employees with a protected characteristic.

The selection process will be carried out consistently for all jobs at all levels and all applications will be processed in the same way.

The staff responsible for shortlisting, interviewing and selecting candidates will be clearly informed of the selection criteria and of the need for their consistent application.

Person specifications and job descriptions will be limited to those requirements that are necessary for the effective performance of the job. Wherever possible, all applicants will be interviewed by at least two interviewers, and all questions asked of the applicants will relate to the requirements of the job.

The selection of new staff will be based on the role requirements and the individual's suitability and ability to do, or to train for, the job in question.

When assessing the suitability of a disabled job applicant, we will consider what reasonable adjustments can be made to work provisions, criteria and practices, or to work premises, in order to ensure that the disabled person is not placed at a substantial disadvantage in comparison with persons who are not disabled.

If it is necessary to assess whether personal circumstances will affect the performance of the role (for example, if the job involves unsociable hours or extensive travel), this will be discussed objectively, without detailed questions based on the protected characteristics or assumptions about the protected characteristics.

Promotion and equality training

We are committed to providing opportunities for advancement to our employees where possible. Any internal vacancies will be published to all eligible employees in such a way that they do not restrict applications from employees with a protected characteristic. The recruitment process will comply with the statements made in the above subsection on 'recruitment, advertising and selection'.

The promotion system will be periodically reviewed to ensure there is no unlawful discrimination or that a group of employees with a protected characteristic are not excluded from access to promotion, transfer and training.

We will make equality training available for all partners and managers, if they so wish or if it is considered advisable, to help them identify discriminatory acts or practices, or acts of harassment or bullying. We will make training available to all employees, if they so wish or if it is considered advisable, to help them understand their rights and responsibilities in relation to dignity at work, and what they can do to create a work environment free from bullying and harassment.

Terms of employment, benefits, facilities and services

All terms of employment, benefits, facilities and services will be reviewed from time to time, in order to ensure that they comply with this policy.

Equal pay

We are committed to equal pay in employment. We believe our male and female employees should receive equal pay for like work, work rated as equivalent or work of equal value. In order to achieve this, we will endeavour to maintain a pay system that is transparent, free from bias and based on objective criteria.

Monitoring equal opportunity and dignity at work

If it is considered necessary, we will regularly monitor the effects of selection decisions and personnel and pay practices and procedures, in order to assess whether equal opportunity and dignity at work are being achieved. This will also involve considering any possible indirectly discriminatory effects of its working practices. If changes are required, we will implement them. We will also make reasonable adjustments to our standard working practices to overcome barriers caused by disability.

7. INTERNET AND ELECTRONIC COMMUNICATIONS POLICY

Purpose and scope

In this policy:

1. 'staff' refers to all individuals working for us at every level or grade, whether they are employees, workers, contractors, consultants, agency workers, volunteers, trainees or on work experience
2. 'communication equipment' refers to any equipment used to access the internet or intranet or to communicate electronically, such as, but not limited to, texts, emails, faxes or online postings
3. 'texts' refers to SMS, MMS, and instant messaging

This policy aims to deal with the use and misuse of our communication equipment, and the inappropriate use of the internet and intranet and electronic communications by staff. These may cause the following:

1. Economic loss
2. Damage to our reputation
3. Loss of productivity
4. Complaints from members of staff or our customers/clients
5. Liability for discrimination or harassment.

Acceptable use

We expect all of our communication equipment to be used in a professional manner. They are provided by us at our own expense for our own business purposes. It is the responsibility of each member of staff to ensure that they are used for proper business purposes and in a manner that does not compromise our business in any way.

Members of staff may access and use our communication equipment in order to undertake their usual day-to-day activities and perform their obligations and duties, subject to any restrictions that are required for reasons of security, legal compliance, data protection, health or safety or which have been imposed following previous incidents of misuse.

We will permit minor and essential personal use of communication equipment outside of a member of staff's normal working hours (including during any unpaid lunch break), so long as it does not conflict with their contractual obligations, duties or responsibilities, our financial or business interests or this or any other policy in this handbook (such as the policies dealing with data protection and harassment).

Personal use of telephones and mobile phones is covered by a separate policy (at page 31).

Excessive personal use of our communication equipment or abuse of this policy may result in our refusing to allow continued personal use of our communication equipment, restricting access to use of email and the internet (such as by preventing access to certain websites) or placing such other restrictions as we deem to be necessary in the circumstances.

Personal use of our communication equipment may be monitored (see below).

Restrictions and unacceptable use

Staff must not damage or destroy our communication equipment. Vandalism or intentional unauthorised interference with our communication equipment constitutes an act of gross misconduct and could result in summary dismissal or immediate termination of contract.

Our communication equipment should not be used for any reason other than for its intended purpose.

Storage of personal files

Staff should not use our communication equipment to store their own personal files, information or data such as contacts, photographs and music files. We will not be responsible for protecting such personal files, information or data from loss or damage caused by viruses or spyware or for any loss suffered because they have been deleted, corrupted or unlawfully accessed, copied or disclosed to third parties.

Texts, emails and facsimiles

Staff should mark personal texts, emails and faxes as such and ask third parties communicating with them to do the same.

Maintaining confidentiality

Staff should not:

1. Transmit anything in a text, email or fax message which they would not want a third party to read

2. Communicate matters of a sensitive or personal nature by text, email or fax

3. Send or forward confidential material or information by text, email or fax without obtaining the prior authority of their manager practice manager. All confidential external or internal communications sent by text, email or fax should be marked 'private and confidential'.

4. Send or forward a text, email or fax message over an unsecure network. Alternative forms of communication should be used if security may be in doubt. All confidential information or documents should, if using email, be encrypted.

Emails and faxes sent through the internet pass through a number of different computer systems, all with different levels of security. The confidentiality of messages may be compromised at any point along the way unless the messages are encrypted.

Texts sent over a mobile phone operator's network may not be secure and can be capable of being intercepted.

Offensive messages

Staff must not send or forward messages (including messages containing or attaching jokes, cartoons, videos, or links to websites) which are, or could be regarded as being, offensive, obscene, demeaning, defamatory, discriminatory, abusive, racist, harassing or derogatory. This also applies to such messages that have been sent or forwarded from a personal phone, email account or fax machine to a work telephone or mobile phone, email address or fax machine.

Other restrictions

Staff should not:

1. Send an email or fax which does not contain our standard disclaimer, notice to an unintended/wrong recipient, and information required by law (if appropriate)

2. Without the prior written consent of their manager practice manager, send messages agreeing to terms or enter into a contractual relationship on our behalf. Note that a name typed at the end of an email is regarded as a signature.

3. Send or forward material or information which has, or is suspected to have been, obtained in breach of an obligation of confidentiality

4. Send or forward material or information which has, or is suspected to have been, obtained in breach of our intellectual property rights or that of a third party (such as breach of copyright)

5. Send or forward messages using any name other than their own

6. Open texts, emails or, in particular, attachments sent from an unknown source

7. Send or forward chain or junk mail or messages containing 'office gossip'

8. Send frivolous messages or unnecessarily copy or forward texts, emails or faxes to those who do not have a real need to receive them, as this may result in congestion of our telecommunications and/or computer networks

Staff should be aware that:

1. Electronic messages are admissible as evidence in legal proceedings

2. Deleting an email or text message does not mean that it cannot be recovered

3. Internal messages are not necessarily private and confidential, even if marked as such. The confidentiality of internal communications is better ensured if they are sent by internal post, if available, or delivered personally by hand.

The internet

Staff must not:

1. Access or view websites (including images or other available content) that are illegal, immoral, obscene, racist or offensive to others, such as websites containing pornographic material

2. Download material from a website (including images or other available content) that is illegal, immoral, obscene, racist or offensive to others

3. View or use webmail services (such as Hotmail or Gmail), unless they have obtained the prior written consent of their manager practice manager

4. Engage in computer hacking or other related activities

5. Download or upload content (including images) to or from the internet that is obtained in breach of a third party's intellectual property rights

6. View or use social networking websites (such as Facebook, Bebo and Twitter), YouTube, chatrooms, or websites that allow users to share media or place a message or blog, unless they have obtained the prior written consent of their manager practice manager

7. View or use gambling websites

8. View or use SMS or instant messaging services

9. Download programs or software from websites unless they have obtained the prior written consent of their manager practice manager and an administrator of our electronic systems

10. Commit us to any form of contract or obligation through the use of the internet

11. Subscribe to website newsfeeds, blogs, mailing lists or other forms of subscription unless they have obtained the prior written consent of their manager practice manager

12. Place postings on a website without obtaining prior written approval from their manager practice manager. If permission is granted, the member of staff must ensure that the information being posted reflects our

standards and policies, is not confidential or sensitive to our business and does not breach the copyright of a third party.

The above lists are non-exhaustive. Staff should not otherwise access or use the internet or a website in any other way that may expose us to any civil liability; could potentially damage our computer networks, servers, data or reputation; or could result in a complaint being made to us by a member of staff, our customers or clients, business partners or a third party.

Security

General

All members of staff are required to take reasonable steps to protect our communication equipment from unauthorised access and harm.

Staff are responsible for the general security of our communication equipment, which includes:

1. Ensuring that it is kept in a safe place at all times, particularly when travelling
2. Not allowing it to be used by anyone else, unless given prior authority to do so
3. Ensuring that it is always password protected to prevent unauthorised access
4. Turning off or locking it when left unattended

Passwords

Staff must not disclose password(s) for communication equipment to another person (including another member of staff) or allow them to be used, unless the other person is an administrator of our electronic systems, or they have been given prior authority to do so.

Staff must ensure that they regularly change the access password(s) for any communication equipment provided for their use. The current access password(s) must be provided to an electronic systems administrator before a member of staff stops working for us.

If a member of staff anticipates that someone may need access to their electronic files in their absence, then they should arrange for the files to be copied to somewhere where that person can access them.

Viruses

If we have authorised files or software to be downloaded from the internet or brought from home then they must be checked for viruses, spyware and other harmful programs before use. Staff should not rely on their own computer to adequately perform this task, but should instead refer direct to an electronic systems administrator.

Staff must not open or run any unknown or unrecognised '.exe' files. These should be deleted immediately upon receipt without being opened.

Staff should be vigilant and exercise caution when reviewing incoming emails. If an email is received from an unknown or unrecognised source or appears suspicious, then it should be reported to an electronic systems administrator, who should also be informed immediately if any communication equipment is, or is believed to be, infected by a virus.

We reserve the right to block access to email attachments or refuse to transmit emails if we believe that there is a security risk to our communication equipment.

Interference with communication equipment

Staff should not destroy, modify, disable or otherwise interfere with any of our communication equipment, as this could harm our business and may cause financial loss or damage to our reputation.

Installing software and adding hardware

Staff should not download or install any software or applications onto our communication equipment, without obtaining prior authorisation from their manager practice manager and an electronic systems administrator.

Staff must not directly or indirectly (through the use of Bluetooth or other wireless technology) connect their own hardware devices (such as printers, USB memory sticks or flash memory cards) to our communication equipment without the prior approval of an electronic systems administrator.

Use of third party Wi-Fi services

Use of Wi-Fi services outside of our property poses a serious and real risk to the security of our electronic systems, data and information.

Staff using Wi-Fi enabled communication equipment outside of our property must ensure that, if required, it is connected using a secure network and in accordance with any advice provided from time to time by an electronic systems administrator, or that access to Wi-Fi on their communication equipment is disabled.

Monitoring

We are able, and reserve the right, to monitor all communications (including personal ones) made using email, telephones, mobile phones, the internet, voicemail and use of the internet.

Monitoring is only undertaken to the extent required or permitted by law and as necessary for our legitimate business purposes.

Monitoring may take place in the following circumstances:

1. To comply with our regulatory obligations
2. To comply with our legal obligations, such as protecting staff from harassment
3. If we reasonably suspect that any member of staff is involved in an unlawful act (whether criminal or civil), such as acts of fraud or negligence
4. In order to protect our legitimate business interests such as protecting our intellectual property rights, confidential information and trade secrets, for training purposes and ascertaining that our policies and procedures are being complied with

Monitoring might include (but is not limited to):

1. Recording telephone (including mobile phone) conversations
2. Checking internet usage
3. Tracing which websites have been viewed
4. Checking email usage
5. Tracing where emails are being sent
6. Tracing the subject matter of emails
7. Retrieving the content of emails
8. Recording images captured from our CCTV security cameras

The information obtained from monitoring and recording may be used for:

1. Evidence in disciplinary proceedings
2. Evidence in court or tribunal proceedings
3. Matters concerning regulatory compliance
4. Legal compliance
5. Training staff

The information obtained from monitoring and recording may be disclosed to staff that are responsible for investigating alleged breaches of discipline, our professional advisers, our compliance officer, relevant

witnesses or managers and other personnel involved in the disciplinary procedure. If necessary, such information may be handed to the police in connection with a criminal investigation.

Staff consent to monitoring (and recording) for the purposes stated in this policy, by use of or deriving a benefit from our communication equipment.

Consequences of breaching this policy

We consider this policy to be extremely important.

Any member of staff found to be in breach of this policy, such as for misuse or abuse of our communication equipment, may be disciplined under the disciplinary procedures (section 15) or in certain circumstances summarily dismissed for gross misconduct or (in the case of non-employees) have their contracts terminated.

Misuse of the internet and the sending of inappropriate texts, emails or faxes can, in certain circumstances, constitute a criminal offence.

8. TELEPHONE AND MOBILE PHONE USE

Telephone lines

Our telephone lines are for use by employees exclusively in connection with our business. Whilst we will tolerate essential personal telephone calls concerning an employee's domestic arrangements, excessive use of the telephone for personal calls is prohibited. This includes lengthy, casual chats and calls at premium rates. Not only does excessive time engaged on personal telephone calls lead to loss of productivity, it also constitutes an unauthorised use of our time. If we discover that the telephone has been used excessively for personal calls, this will be dealt with under the disciplinary procedures and an employee will be required to pay for the cost of personal calls made.

Personal telephone calls should be of short duration. Personal telephone calls should be timed so as to cause minimum disruption to employees' work and should, as a general rule, only be made during breaks except in the case of a genuine emergency.

An employee should be aware that telephone calls made and received on our telephone network may be monitored and recorded to assess employee performance, to ensure client and customer satisfaction and to check that the use of the telephone system is not being abused. If an employee wishes to make or take a particularly sensitive, private or confidential personal telephone call, he/she is advised that there is a designated telephone available, which will not be subject to any form of monitoring or recording by us. For further details, please speak to First name of HR employee Last name of HR employee, who is in charge of personnel.

Mobile phones

Some employees may, from time to time, be issued with a mobile phone.

The mobile phone will be one of a series of mobile phones provided pursuant to a corporate contract negotiated and administered centrally by us. Employees shall not interfere with the arrangements made under such contract, or any of them.

Should the mobile phone be lost or stolen, employees must report that fact to us within 24 hours.

Employees may make personal calls and may send and receive personal texts on the mobile phone provided that the personal calls shall be no longer than 5 minutes in duration and provided that no personal calls shall be made and no personal texts shall be sent during working hours. Mobile phone accounts are monitored by us and employees shall be obliged to provide an explanation of individual call charges if requested and may be required to reimburse to us any charges for calls or texts which we reasonably consider to have been improperly incurred.

Employees are not permitted to load any software or data (e.g. MP3s) onto the mobile phone unless expressly allowed so to do by us. Employees must care for and use the phone in their possession in a responsible manner. In default, we may require employees to reimburse to us any costs incurred by us in relation to repairs to or replacement of the mobile phone necessitated by damage to or loss of the same. Employees are required to keep their mobile phone clean and in a serviceable condition to the best of their ability, and report all irregularities immediately to us.

Employees shall not use the mobile phone whilst driving a vehicle unless it is operating in hands-free mode.

9. SMOKING

Purpose and scope

We have a duty to ensure, as far as practical, the health, safety and welfare of our employees at work.

Policy

Procedure

Employees have the right to complain if the rules of this policy statement are not followed.

No employees shall suffer any detriment by exercising their rights under this policy.

Partners and line managers are responsible for ensuring that the policy is adhered to by all members of staff.

Any employee who needs assistance to adapt to the smoking policy is encouraged to come forward and ask for assistance. Employees should contact First name of HR employee Last name of HR employee in the first instance for advice.

Failure to comply with the above rules is a disciplinary offence, and will be dealt with in accordance with our disciplinary procedures (section 15). Where the smoking creates a clear health and safety hazard, then such behaviour constitutes potential gross misconduct, and could render an employee liable to summary dismissal.

10. DATA PROTECTION

In the course of work, an employee may come into contact with, or use confidential or personal information about other employees, clients, customers and suppliers, for example, their names and home addresses. The **Data Protection Act 1998** contains principles affecting employees' and other personal records. Information protected by the Act includes not only personal data held on computer, but also certain manual records containing personal data, for example, employees' personnel files forming part of a structured filing system.

An employee should be aware that he/she could be criminally liable if he/she knowingly or recklessly discloses personal data in breach of the Act. A serious breach of data protection is also a disciplinary offence, and will be dealt with under our disciplinary procedures (section 15). If an employee accesses another employee's personnel records without authority, this constitutes a gross misconduct offence and could lead to a summary dismissal.

The data protection principles

There are eight data protection principles that are central to the Act. We and all our employees must comply with these principles at all times in our information-handling practices. In brief, the principles say that personal data must be:

1. Processed fairly and lawfully and must not be processed unless certain conditions are met in relation to personal data and additional conditions are met in relation to sensitive personal data. The conditions are either that an employee has given consent to the processing, or the processing is necessary for the various purposes set out in the Act. Sensitive personal data may only be processed with the explicit consent of an employee, and consists of information relating to: race or ethnic origin; political opinions and trade union membership; religious or other beliefs; physical or mental health or condition; sexual life; criminal offences, both committed and alleged.

2. Obtained only for one or more specified and lawful purposes, and not processed in a manner incompatible with those purposes

3. Adequate, relevant and not excessive. We will review personnel files on a regular basis to ensure they do not contain a backlog of out-of-date information, and to check that there is a sound business reason requiring information to continue to be held.

4. Accurate and kept up-to-date. If an employee's personal information changes, for example, he/she changes address or he/she gets married and changes their surname, he/she must inform the line manager as soon as practicable so that our records can be updated. We cannot be held responsible for any errors unless an employee has notified us of the relevant change.

5. Kept for only as long as is necessary. We will keep personnel files for no longer than six years after termination of employment. Different categories of data will be retained for different time periods, depending on legal, operational and financial requirements. Any data that we decide we do not need to hold for a period of time, will be destroyed after approximately one year. Data relating to unsuccessful job applicants will only be retained for a period of one year.

6. Processed in accordance with the rights of employees and other data subjects under the Act

7. Stored with adequate security. Technical and organisational measures will be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, data. Personnel files are confidential and are stored in locked filing cabinets. Only authorised employees are permitted to have access to these files. Files must not be removed from their normal place of storage without good reason. Personal data stored on diskettes or other removable media must be kept in locked filing cabinets. Personal data held on computer must be stored confidentially by means of password protection, encryption or coding, and again only authorised employees are permitted to have access to that data. We have network back-up procedures to ensure that data on computers cannot be accidentally lost or destroyed.

8. Only transferred to a country or territory outside the European Economic Area if that country ensures an adequate level of protection for the processing of personal data

Employees' consent to personal information being held

We hold personal data about employees and their consent to us processing employees' personal data is a condition of their contract of employment. Therefore, by agreeing to their contract of employment, the employees also agree to their personal data being held and processed. We also hold limited sensitive personal data about our employees, and by signing the contract of employment, employees give their explicit consent to us holding and processing that data. Examples of sensitive personal data include records on health, sickness absence, racial origin, trade union membership, sexual orientation and details of criminal offences.

Employees' right to access personal information

Under the provisions of the Act, employees have the right, on request, to receive a copy of the personal data that we hold about them, including their personnel file, to the extent that it forms part of a relevant filing system, and to demand that any inaccurate data be corrected or removed. Employees have the right on request:

1. To be told by us whether, and for what purpose, personal data about an employee is being processed
2. To be given a description of the personal data and the recipients to whom it may be disclosed
3. To have communicated in an intelligible form the personal data concerned, and any information available as to the source of the personal data
4. To be informed of the logic involved in computerised decision making

Upon request, we will provide an employee with a written statement regarding the personal data held about him/her. We reserve the right to charge employees a fee of up to Fee for personal data per request. To make a request, please apply to Data protection officer first name Data protection officer last name, who is in charge of data protection compliance, or such other person as we may notify you of from time to time (the data protection officer).

If an employee wishes to make a complaint that these rules are not being followed in respect of personal data we hold about him/her, he/she should raise the matter with the data protection officer. If the matter is not

resolved to his/her satisfaction, it may then be raised as a formal grievance under our grievance procedures (section 15).

Employees' obligations in relation to personal information

Employees should ensure that they comply with the following at all times:

1. Do not disclose confidential personal information or sensitive personal data except to the data subject. In particular, it should not be given to someone from the same family or to any other unauthorised third party, unless the data subject has given his or her explicit written consent to this (or oral consent if the data subject is able to satisfactorily answer security questions confirming their identity).

2. Be aware that those seeking information sometimes use deception in order to gain access to it. Always verify the identity of the data subject and the legitimacy of the request, particularly before releasing personal information by telephone. If the data subject's identity cannot be satisfactorily verified, then suggest that the request be put in writing.

3. Do not print or copy personal information unless the prior authority of the data protection officer has been obtained. There must be a good business reason for printing or copying personal data. If authority is granted then the documents containing the personal data must be removed from the printer or photocopying machine as soon as they have been printed. This is particularly important in situations where the printer or photocopier is shared with other staff members. Personal data copied or transferred to an electronic storage device (such as a laptop, memory stick or card) must be securely encrypted.

4. Only transmit personal information between locations by fax or email if the prior authority of the data protection officer has been obtained and a secure network is in place, for example, a confidential fax machine or encrypted email

5. If an employee receives a request for personal information about another employee, he/she should forward this to the data protection officer, who will be responsible for dealing with such requests.

6. Ensure all personal data is kept secure, either in a locked filing cabinet or if computerised, that it is password protected.

7. Compliance with the Act is the responsibility of the employees. If employees have any questions or concerns about the interpretation of these rules, or any doubt over whether they can or cannot disclose personal information having received a request, then they should take seek advice from the the data protection officer.

8. Ensure all personal information or sensitive personal data is accurate and kept up to date. Regular checks should be made to ensure compliance with this requirement of the Act.

9. If an employee believes that any data should be destroyed or erased because it is no longer required or is inaccurate, they should inform the data protection officer. The data protection officer should then confirm whether it should be kept or destroyed. If the data is to be destroyed then as a general rule, employees should shred paper files/documents and physically destroy any hard disks or other storage devices used to store electronic documents. Further guidance on how to destroy personal or sensitive data can be obtained from the data protection officer.

11. HEALTH AND SAFETY POLICY

It is our policy to provide healthy and safe working conditions for all employees. We recognise and accept our responsibilities in connection with the provision of adequate safety measures and the prevention of accidents.

We will not allow any unsafe working practices to operate in any of our departments, and it is the responsibility of the manager of each department to ensure that the welfare and safety of all employees under his/her charge, at all times takes precedence over any other consideration. In the event of any problems arising out of this responsibility, the manager of the department concerned shall raise the matter with First name senior person responsible for policy Last name senior person responsible for policy.

For further information, please refer to the health and safety policy.

12. ETHICS, CONDUCT, ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

Introduction

This policy sets out the principles and standards that we expect our staff to adhere to and the overriding standards of conduct that must be complied with whenever and wherever they perform their duties and responsibilities.

It also sets out how we aim to uphold our principles and standards and prevent bribery or any other corrupt practices from occurring.

In this policy the term:

1. 'bribe' or 'bribery' includes directly or indirectly giving, promising, offering, accepting, requesting or agreeing to accept or receive a financial or other advantage with the intention of inducing or influencing the 'improper performance' of a public or business function, duty or activity by an individual, or as a reward for the improper performance of a public or business function, duty or activity

2. 'corruption' includes the misuse of an individual's power, authority or position for unlawful, dishonest, unethical or immoral purposes or in order to gain an unlawful financial or other advantage

3. 'improperly perform' or 'improper performance' includes, but is not limited to, acting in a manner (including making decisions) which would not be reasonably expected in the circumstances, and may involve failing to act; acting other than in accordance with UK law or, where applicable, the written constitution, laws and published court judgments of a foreign country; or acting in breach of trust, in bad faith or without impartiality (being biased)

4. 'public official' means any person who holds either a legislative, administrative or judicial position, a political candidate or party official, someone who performs public functions in local government/municipal councils or who exercises public functions for a public state-owned agency or enterprise (such as a director of a state-owned company, a civil servant or a customs, military or emergency services official) and officials or agents of a public international organisation (such as the United Nations or World Bank)

5. 'senior officers' refers to all staff occupying roles at our uppermost and second-highest grades, levels or their equivalent and includes partners and senior management

6. 'staff' refers to all individuals working for us at every level or grade, whether directors, officers, partners, employees, workers, contractors, consultants, agency workers, volunteers, trainees or on work experience.

7. 'stakeholders' refers to all private or public commercial organisations (including charities and 'not for profit' bodies) that provide services to us or on our behalf including, but not limited to, contractors, agents, suppliers and business and joint venture partners

This policy must be communicated to all staff and stakeholders and any other individuals or organisations as becomes necessary, such as trade unions and government agencies.

This policy should be read in the light of and in conjunction with our other policies and procedures, including reimbursement of expenses, acceptance of gifts, conduct during business and corporate hospitality events, monitoring of communications and any whistleblowing policy.

This policy does not form part of any staff or stakeholder's contract unless it expressly incorporates it.

Purpose

This policy aims to set out:

1. Our principles and standards when conducting business and our position on acts of bribery or corruption by our staff or stakeholders whilst acting for us or on our behalf

2. The commitment of our senior officers towards maintaining high standards of conduct and the prevention of bribery and corruption

3. Information for staff and stakeholders of our requirements regarding their conduct when undertaking their duties, obligations or when acting on our behalf

4. Guidance for staff and stakeholders on the Bribery Act 2010 and what constitutes improper conduct

5. Steps to be taken to prevent bribery and corruption

6. Guidance on how to recognise bribery and corruption

7. The procedures for reporting breaches of this policy by staff or stakeholders

8. The responsibilities of staff and stakeholders in observing and upholding this policy (particularly the parts relating to the prevention of bribery and corruption) and potential consequences of breaching it

Our principles and standards

It is our policy to act with the utmost professionalism and in an honest, fair and open way when conducting our business, without using bribery or other corrupt or unethical practices in order to gain a business advantage. We therefore take a zero-tolerance approach to acts of bribery or corruption by staff or stakeholders.

We are committed to maintaining the highest legal and ethical standards and to complying in a proper and timely manner with our legal and regulatory (if any) obligations to our staff, stakeholders, customers, clients, the government and the general public.

These principles and standards must be kept in mind when recruiting staff and reflected in the way we operate, whether in the UK or abroad.

Senior officers' statement

This policy is unconditionally supported by the senior officers.

We take the prevention of bribery or corruption very seriously. Bribery and corruption are not victimless crimes.

We take the view that any acts of bribery or corruption by staff or stakeholders will cause severe, if not irreversible, damage to the integrity and reputation of the business, putting it at serious risk of losing some or all of our current clients or customers and detrimentally affecting our ability to take advantage of new business opportunities. This could ultimately result in serious financial loss or possible closure and the loss of jobs.

In addition, the Bribery Act 2010 creates a number of criminal offences related to bribery, and acts of bribery by staff and stakeholders will expose the business and members of our staff to the risk of prosecution. This could result in heavy fines and/or up to 10 years' imprisonment.

The senior officers are committed to:

1. Conducting all our business activities with the utmost professionalism and in an honest, fair and open way whilst maintaining the highest ethical standards

2. Ensuring that they are aware of the laws and (where appropriate) regulatory requirements that affect the performance of their roles, seeking professional advice where necessary

3. Complying with all our legal and (where appropriate) regulatory requirements in a proper and timely manner

4. Demonstrating leadership by applying our principles and standards through their decisions, actions and communications and adhering to the practices stated in this policy

5. Enforcing a zero-tolerance policy towards acts of corruption or bribery by staff or stakeholders

6. Raising awareness of the need to combat bribery and corruption with staff and stakeholders by providing them with a copy of this policy and requiring compliance with it. We shall consider not entering into business relationships with stakeholders that refuse, or terminating existing business relationships if this policy has been breached.

7. Obtaining training on the Bribery Act 2010 and providing training to all appropriate staff and where necessary, external stakeholders

8. Creating and maintaining an 'open-door' policy for reporting genuinely suspected or actual acts of bribery or corruption by staff or stakeholders, whilst ensuring that individuals reporting such incidents will be protected from subsequent detrimental treatment or recrimination

9. Supporting reasonable initiatives by staff or stakeholders that are designed to reduce the risk of bribery and corruption

10. Ensuring that regular bribery and corruption risk assessments are undertaken and overseeing the monitoring, implementation and communication of this policy to staff and stakeholders

11. Being actively involved in major decisions effecting the terms, implementation and communication of this policy and the enforcement of major breaches of this policy

We shall oversee the creation of any management processes and procedures that are required to discourage bribery and corruption and to implement transparent financial and auditing practices which ensure all financial transactions are properly recorded and prevent the establishment of secret accounts.

In addition to the contents of this policy, our existing policies and procedures regarding the reimbursement of expenses, acceptance of gifts, conduct during business and corporate hospitality events and monitoring of communications, can assist in the prevention of bribery and corruption.

Our HR manager, First name of HR employee Last name of HR employee (or such other person as we may designate from time to time), is responsible for the maintenance and implementation of this policy.

Staff found to have breached this policy or who have otherwise brought the reputation of the business into disrepute, will be subject to disciplinary action under our disciplinary procedures (section 15) or, if self-employed, will be regarded as being in material breach of contract and may have their contract for services terminated.

Depending on the circumstances, such behaviour may be treated as potential gross misconduct, and could render an employee liable to summary dismissal.

Conduct of staff and stakeholders

All staff and stakeholders are expected to conduct themselves in accordance with our principles and required standards of conduct.

All staff and stakeholders must act professionally and in an honest, fair and open way whilst upholding the highest ethical standards, whenever and wherever they represent us or perform their duties or obligations to us.

In addition, when working for us, staff and stakeholders agree and are obliged to:

1. Read, uphold and comply with this policy and ensure that they understand its contents
2. Act in accordance with the spirit of this policy in situations where strict compliance with this policy will or may result in an unintended effect, or where this policy does not provide any or sufficient guidance
3. Comply with all legal and regulatory requirements
4. Conduct themselves in a manner that will safeguard and enhance the reputation of our business
5. Treat others with dignity and respect
6. Not obtain or attempt to obtain an unfair advantage for us or for themselves through dishonest, improper, unethical or illegal practices
7. Not use their position or authority for personal gain
8. Not knowingly make any false or misleading statements to others

Staff and stakeholders must apply these standards through their decisions, actions (or inactions) and communications whenever and wherever they represent us or perform their duties or obligations to us.

Agreements with stakeholders

Before entering into a legally binding agreement for the services of a stakeholder or on renewal of an existing agreement, stakeholders must provide written confirmation that they have received and understand this policy and shall comply with it. Where we consider this to be appropriate, this policy and compliance with it should form part of the stakeholder's contractual obligations to us.

Stakeholders should be required to provide annual written confirmations of compliance with this policy if the term of their agreement lasts for more than one year.

Where appropriate, agreements with stakeholders should give us the power to undertake inspections of their premises and financial records.

Stakeholders must only be remunerated for legitimate services provided to us or on our behalf.

The Bribery Act 2010

Bribery, by staff and stakeholders is illegal under the Bribery Act. Conviction could result in a prison sentence of up to 10 years or an unlimited fine.

We may also be prosecuted under the Bribery Act if we fail to implement adequate policies and procedures preventing acts of bribery by our staff or stakeholders. If convicted we may be subject to an unlimited fine, which may have detrimental implications on our financial circumstances and consequently on our ability to continue trading.

The Bribery Act also outlaws facilitation payments, which it regards as bribes. Facilitation payments usually consist of cash payments (or payments in kind) to public officials to either expedite their performance of routine actions, duties or processes or to prevent them from performing their duties. For example, a payment to immigration staff to quickly process an application for a visa/work permit or to slow down the processing of a competitor's application.

Facilitation payments are not common in the UK but can be regarded as 'the normal way of getting things done' in some foreign jurisdictions.

Gifts and hospitality or entertainment payments may also, in certain circumstances, be regarded as a bribe by the Bribery Act and therefore could be illegal.

Improper conduct

Staff and stakeholders must not, whether in our name or on our behalf:

1. Commit or attempt to commit an act of bribery or corruption or any other illegal act, unless they or their immediate family have received real threats of actual harm

2. Authorise or instruct others to commit acts of bribery or corruption or any other illegal act unless they or their immediate family have received real threats of actual harm

3. Plan to commit acts of bribery or corruption or an any other illegal act

4. Directly or indirectly, offer, promise, give, accept or demand a facilitation payment unless they or their immediate family have received real threats of actual harm

5. Directly or indirectly, authorise or instruct others to offer, promise, give, accept or demand a facilitation payment unless they or their immediate family have received real threats of actual harm

6. Directly or indirectly, offer, promise, give, accept or demand excessive hospitality

7. Directly or indirectly, offer, promise, give, accept or demand gifts of cash or cash equivalents

8. Directly or indirectly make, offer or promise a contribution to candidates seeking to become public officials, political parties or other political organisations or authorise or instruct others to do so

9. Directly or indirectly make, offer or promise a donation to a charity or any other organisation, or authorise or instruct others to do so

10. Give in to demands, to make illicit or illegal payments to stakeholders, third parties or public officials (at whatever level) unless they or their immediate family have received real threats of actual harm

11. Carry out any activity that may result in a breach of this policy

Staff or stakeholders must ensure that they fully and accurately record all financial transactions made by or to us or on our behalf and transactions that directly or indirectly affect us, for example, sales figures used to calculate commission or bonus payments or payments from any funds we have provided (referred to below as 'relevant financial transactions').

Staff or stakeholders must not:

1. Hide, attempt to hide or fail to disclose any relevant financial transactions

2. Establish secret books of accounts or accounting documents

3. Knowingly make false, inaccurate or misleading entries in any books of account or accounting documents that record any relevant financial transactions

4. Knowingly create false, inaccurate or misleading documents that support the accounting entries of any relevant financial transaction

5. Make or approve any payment for a relevant financial transaction with the knowledge or belief that it will not be fully recorded in any books of account

6. Knowingly make false or inaccurate statements to our auditors

7. Destroy any accounts records or supporting documents that relate to the relevant financial transactions

8. Secretly divert funds to an undisclosed account

9. Create or obtain any undisclosed funds or assets

10. Use our funds or assets for unlawful purposes

These rules apply if the member of staff or stakeholder acts with the intention of obtaining a direct or indirect benefit or advantage for us, themselves or a third party and in circumstances where there is no intention to derive any benefit or advantage for anyone.

They also apply whenever and wherever they represent us or perform their duties or obligations to us.

Staff who have any questions about this policy, any conflicts between the application of this policy and our legal requirements and procedures or are in any doubt about whether their conduct or the conduct of others may breach this policy, should seek guidance from our HR manager (or such other person as we may designate from time to time).

Examples of improper conduct

The following provides a non-exhaustive list of conduct that we will regard to be in breach of this policy:

1. Promising, offering or giving a financial or other advantage to a foreign public official (or a third party at their request or with their approval) in order to influence the performance (or non-performance) of their functions or use of their power or authority, where it is not permitted or expressly required by their country's written laws to be influenced in that way. *Example: Promising to invest in a local community project so that our tender to provide services is accepted, where their country's laws do not expressly permit or require the foreign public official to take account of that promise*

2. Promising, offering or giving a financial or other advantage to a foreign public official (or a third party at their request or with their approval), in order to influence them to use their power or authority to make someone else perform (or fail to perform) their functions in a way that is not permitted or expressly required by their country's written laws. *Example: Offering to pay for a local politician's family holiday if he/she unlawfully persuades the local government authority to grant us a licence which would otherwise have been refused*

3. Promising, offering or giving a financial or other advantage to a UK public official or foreign or domestic business person so that they, or someone they instruct, improperly perform their business or public functions, duties or activities. *Example: Promising to pay a business agent to induce a UK politician to award a public services contract to us whilst disregarding our competition's tenders*

4. Rewarding a UK public official or foreign or domestic business person because they have, or someone they instructed has, already acted improperly when performing their public or business functions, duties or activities. *Example: Paying off the debts of a foreign business agent because they have paid facilitation payments on our behalf*

5. Promising, offering or giving a financial or other advantage to a UK public official or foreign or domestic business person whilst knowing or believing that if accepted it would itself constitute an improper performance of their functions, duties or activities. *Example: Offering to pay a police officer in order to obtain confidential information*

6. Requesting, accepting or agreeing to receive a financial or other advantage, whether for you or for another person, with the intention of improperly performing a business function, duty or activity. *Example: Being paid not to offer/sell our services to a client's competitor*

7. Requesting, accepting or agreeing to receive a financial or other advantage, whether for you or for another person, with the intention that another person will improperly perform their business or public

functions, duties or activities. *Example: Agreeing to accept payment for your child's private education fees if you are able to induce a UK public official to grant a public licence without a formal application being made*

8. Requesting, accepting or agreeing to receive a financial or other advantage, whether for you or for another person, which if accepted would itself constitute an improper performance of your functions, duties or activities (whether or not you knew or believed that you were acting improperly). *Example: Requesting a cash payment to be paid to your relative, in order to disclose confidential business information to a third party in breach of your contractual obligations*

9. Requesting, accepting or agreeing to receive a financial or other advantage, whether for you or for another person, as a reward for having already improperly performed your business functions, duties or activities (whether or not you knew or believed that you were acting improperly). *Example: Requesting payment from a supplier after having ensured that they obtained a business contract ahead of others who provided better tenders*

10. Requesting, accepting or agreeing to receive a financial or other advantage, whether for you or for another person, as a reward for someone else having already improperly performed their public or business functions, duties or activities, at your request (whether or not you knew or believed that they were acting improperly). *Example: Requesting a bonus for obtaining confidential information about a competitor from one of their employees*

11. Improperly performing your functions, duties or activities (whether or not you knew or believed that you were acting improperly) in anticipation of, or as a consequence of, requesting, accepting or agreeing to receive a financial or other advantage, for you or for another person. *Example: Offering to supply our competitor with confidential business information for a cash payment and photocopying or downloading various documents in anticipation of reaching an agreement*

12. Another person improperly performs their business or public functions, duties or activities at your request or with your approval (whether or not you or the other person knew or believed that they were acting improperly) in anticipation of, or as a consequence of, your request, acceptance or agreement to receive a financial or other advantage, for yourself or for another person. *Example: On your request a UK public official obtains secret/confidential information regarding our competitor's tender for a public services contract and you, in anticipation of receiving the information, seek to be paid additional remuneration for disclosing it to us*

Preventing bribery and corruption

Risk assessments and due diligence

Effective risk assessment is essential to the successful prevention of bribery and corruption. By properly identifying the risks or potential risk, we can take steps to mitigate them.

Senior staff will oversee the undertaking of risk assessments by heads of department/team leaders or, where appropriate, branch managers.

Formal risk assessments should be undertaken at least twice a year and whenever there are planned changes to the business, such as (but not limited to), if we propose to:

1. Start doing business in another country
2. Move into a new business sector
3. Obtain public licences or permits (whether in the UK or abroad)
4. Acquire another business
5. Engage external suppliers (such as contractors)
6. Enter into joint ventures with others
7. Bid for public contracts
8. Take advantage of any other new business opportunity or enter into any relationship that involves engaging with a third party or public official

A risk assessment should also be performed whenever proposing to provide hospitality, entertainment, or gifts to a foreign public official.

All risk assessments must be documented and any risks identified should be immediately reported to a partner.

Where risks have been identified which may involve the conduct of individuals, due diligence should be undertaken. This includes checks against personnel working in roles that risk exposure to bribery. Due diligence may involve general research or background checks on past activities and their reputation or undertaking indirect or direct investigations/enquiries.

A higher level of due diligence should be performed where there is a larger risk of bribery or corruption occurring.

Stakeholders should be regularly monitored in order to reduce the risk of bribery or corruption occurring. This will usually involve performing due diligence checks against the stakeholder at regular intervals, but may also include making unannounced visits or inspections.

Providing gifts, hospitality and entertainment

As mentioned above, these may also be regarded as a bribe under the Bribery Act and therefore could be illegal.

Staff and stakeholders should ensure that all such expenditure by us or made on our behalf or for our benefit is made in good faith, for legitimate business reasons (such as to improve our image, or as a PR exercise) and is not excessive but proportional to the type and cost of entertainment usually provided in our industry sector.

If a member of staff or a stakeholder intends to entertain any of our current or prospective customers or clients, a public official or any other person, whether within the UK or abroad, then they must obtain the written permission of a partner before making any arrangements and provide them with the following details:

1. The names and positions of the proposed attendees/recipients

2. The reasons for the gift or entertainment and in particular how providing it is connected with our legitimate business activities/interests. *For example, undertaken to enhance a prospective client's knowledge of our business or as a public relations exercise to improve our image.*

3. What form the proposed entertainment will take. *For example, a restaurant meal or tickets to a sports event.*

4. The proposed gift. *For example, a food hamper.*

5. Where and when the proposed entertainment will take place or the proposed gift will be provided

6. Contact details of the proposed supplier(s) for the entertainment/gift and their estimated costs

7. The overall estimated cost

If permission is granted then the decision should be recorded, together with any conditions it is made subject to, the reasons why permission was given and the information provided by the member of staff or stakeholder.

Any conditions must be fully complied with. This will usually include ensuring that it is made clear, in writing, to all those either invited to attend any entertainment or in receipt of any gifts, that it is being provided without any obligation to provide or expectation by us to receive, any business advantage.

Wherever possible, the suppliers should be instructed by us and requested to invoice us directly for payment.

Facilitation payments

Facilitation payments are bribes and are illegal under the Bribery Act, unless the country in which they are being made has written laws or judgments legitimising such payments.

Facilitation payments must not be paid under any circumstances without our prior consent, unless staff or stakeholders are left with no alternative but to make payment in order to protect themselves or their immediate family from real and immediate threats of violence.

If we operate in a country where there is a real risk that facilitation payments may be requested then we shall seek advice from appropriate professionals regarding the local laws so that we can distinguish from properly (legally) payable fees and facilitation payments and how we can avoid or deal with demands for facilitation

payments. We will then act on that advice and inform staff and stakeholders of the advice given, where it is necessary or appropriate.

In circumstances where staff or stakeholders are requested to make facilitation payments and we have not as yet sought or obtained such advice then they should contact a senior member of staff before taking any further action.

Staff and stakeholders may be required to take some or all of the following actions:

1. Obtain the name of the individual making the request for the facilitation payment
2. Enquire about the legitimacy of their request, including whether a receipt will be provided
3. Advise the individual of our policy not to pay facilitation payments as it is illegal and that the request must be reported to a member of our senior staff together with the individual's name, position and the amount demanded
4. Advise the individual that their request may be reported to the UK embassy
5. Refuse to pay and ask to be served by another person or request to see their superior
6. Report the event (even if it is resolved without making a facilitation payment) to a senior member of staff
7. Leave and return to the premises at another time bringing a lawyer, other professional adviser or a third party with you, as this may reduce the probability of being asked for a bribe

Appropriate training will be provided to staff or stakeholders that may be exposed to requests for facilitation payments.

Political and charitable donations

We do not make contributions to candidates seeking to become public officials, political parties or other political organisations, whether based in the UK or abroad.

We may make donations to genuine charities or local community projects (in the UK or abroad) so long as they are legal and ethical and are unlikely to be inferred as a bribe. Any request for a donation must be reported to a senior member of staff and where necessary a risk assessment and/or due diligence against the proposed recipient should be undertaken to establish, amongst other things, their legitimacy and connections with other groups or organisations. Ultimately, the final decision on whether a donation should be made and/or the amount will be for the partner(s).

Financial record keeping

Accurate record keeping through transparent financial and auditing practices plays a vital role in the prevention of bribery and corruption.

All of our financial records should be complete and accurate and reflect the true financial state of the business and disclose the true nature of all disbursements and transactions.

Our books of account and other accounting documents and records must be regularly maintained consolidated and updated using our available book-keeping and accountancy systems.

Our accounts must conform with our legal obligations, applicable tax laws and established accounting principles and to our existing internal control systems and practices (as amended from time to time).

We expect our stakeholders to ensure that their financial records:

1. Are complete and accurate and reflect the true financial state of their business
2. Disclose the true nature of all disbursements and transactions
3. Are regularly maintained, consolidated, updated and independently audited
4. Comply with their national legal obligations and accepted accounting principles

Where we consider it to be appropriate, our contract with a stakeholder should place obligations on it to comply with the above mentioned requirements and to provide us with access to their financial records in order to inspect and audit them.

Conflicts of interest

All direct and indirect conflicts of interest with our business, whether economic, personal or through family relationships, must be disclosed to us by staff and stakeholders as soon as they are known. Staff and stakeholders must also avoid situations which may give rise to a conflict of interest with our business.

This will include any direct or indirect interest or association:

1. That conflicts with our projects, business transactions or business plans
2. In or with our competitors
3. With members of our staff or stakeholders
4. That conflicts with our joint ventures

Staff must report all potential conflicts of interest to their immediate line manager. Senior staff must report all potential conflicts of interest to the partner(s).

Stakeholders must report all potential conflicts of interest to the partner(s).

Staff or stakeholders engaged in purchasing, the engagement of stakeholders and the procurement of new business or sales must make an annual declaration of any material interests or associations that they or their immediate family (parents, spouse, brothers and sisters, grandparents, parents' brothers and sisters and their children) or dependants have in or with our staff, stakeholders or other third parties we have engaged or entered into business relationships with.

We shall endeavour to ensure that staff with potentially material conflicts of interest will not be engaged in projects or transactions that could be affected by the conflict.

Monitoring of communications

We are able, and reserve the right, to monitor all communications (including personal ones) made by email or through the use of telephone systems (including faxes), mobile phones, the internet and by voicemail.

Monitoring is only undertaken to the extent required or permitted by law and as necessary for our legitimate business purposes.

Monitoring may take place if we reasonably suspect that any member of staff or stakeholder is involved in an act of bribery or corruption or any other unlawful act (whether criminal or civil), such as acts of fraud or negligence. See our policy on monitoring of communications for further details (at page 26).

Whistleblowing

We have an 'open-door' policy for reporting:

1. Acts of bribery, corruption or illegal acts by staff, stakeholders or third parties
2. Genuinely suspected potential acts of bribery, corruption or illegal acts by staff, stakeholders or third parties
3. Offers of a bribe from stakeholders or other third parties
4. Requests for a bribe from a public official (foreign or domestic), stakeholder or other third party
5. Any other breaches of this policy by staff or stakeholders

Staff who report a breach of this policy in good faith, even if they are mistaken, will have our support and shall be protected from subsequent detrimental treatment or recrimination.

Remuneration

Staff and stakeholders should receive competitive remuneration packages in order to reduce incentives to accept bribes or commit corruption.

Where appropriate, reward payments such as bonuses and commission should be limited to a maximum 'ceiling' figure to reduce incentives to commit acts of bribery or corruption in order to maximise revenues.

Training and communication

This policy must be communicated to all staff and stakeholders upon its implementation and thereafter following any amendments being made to it. In particular our zero-tolerance attitude towards acts of corruption or bribery should be emphasised.

This policy should also be communicated to any other individuals or organisations as and when it may become necessary to do so, such as to trade unions and government agencies.

Staff and stakeholders will also receive regular reminder communications regarding their obligations under this policy (at least once every 6 months).

Training on the Bribery Act and compliance with this policy will be provided to all new members of staff, and where necessary, external stakeholders.

It will also be provided to all senior staff, all existing staff and external stakeholders who have a high risk of exposure to bribery or corruption due to their role or location and staff who are responsible for either maintaining, implementing, communicating or enforcing this policy, such as line managers and staff who will investigate breaches of it.

Training will also be available to staff who reasonably request it.

Training should include (but not be limited to):

1. Our legal obligations under the Bribery Act
2. The criminal and commercial consequences for both us and individuals of breaching it
3. How to identify acts of bribery and corruption
4. How to respond to demands for bribes
5. The process for reporting demands for bribes or acts of bribery or corruption by staff, stakeholders or third parties
6. Examples of common situations/issues that might occur and how they should be handled

Reporting a concern

It is the joint responsibility of all staff and stakeholders to assist in the prevention, detection and reporting of any wrongdoing by individuals who are involved with our business activities, including acts of bribery and corruption.

Staff who are concerned or genuinely suspect that there has been or will be an instance of bribery, corruption or other wrongdoing by a member of staff, a stakeholder or our competitors should, as soon as possible, raise it with their line manager. If you feel that your concern has not been addressed or if you would prefer to raise your concern with someone else, then you should contact the HR manager.

Stakeholders who harbour similar concerns should, as soon as possible, contact our HR manager.

A concern can be raised verbally or in writing.

If the person you are attempting to contact is not available then the concern should be raised with any member of our senior staff.

Monitoring and review

The HR manager will be responsible for monitoring and reviewing this policy and updating it as necessary. This policy should be reviewed at least annually.

Staff and stakeholders are welcome to provide feedback on the contents of this policy and in particular on the following issues:

1. Whether it is clear and understandable
2. Issues regarding access to it
3. Improvements that could be made to it

Consequences of breaching this policy

The provisions of this policy will be rigorously enforced.

Any member of staff found to be in breach of this policy may be disciplined under our disciplinary procedures (section 15) and in certain circumstances may be summarily dismissed for gross misconduct.

Any stakeholder found to be in breach of this policy is unlikely to have their contract renewed and, if the circumstances permit, their contracts will be terminated.

Serious infringements of this policy including acts of bribery and corruption may result in referral to the police or serious fraud office and possible civil action to recover loss or damage to our business.

13. TRADE UNION MEMBERSHIP

Membership of a union is a matter for individual decision, and employees can join or not join any trade union they wish.

14. REIMBURSEMENT OF EXPENSES

General policy

Employees are entitled to be reimbursed for all reasonable expenses properly, wholly and exclusively incurred by them in the discharge of the employee's job duties, and which were authorised in advance (unless stated otherwise in their employment contract) by a partner. Employees are required to produce original receipts, tickets or invoices or such other evidence for their expenses as we may reasonably require.

Employees are encouraged to submit their expenses at the end of each month or as otherwise agreed. The longer an employee waits to make their claim, the more chance that the evidence required to support it could be lost.

Claiming back expenses

Expenses can only be claimed by using our approved form. The original receipts, tickets or invoices or other form of evidence must be attached to it. Where appropriate the receipts should state the amount of VAT paid. The form should then be given to a partner for approval. The employee should keep a copy of the submitted form and attachments for their own reference.

Unauthorised and false claims

Unauthorised expenses and claims made for expenses that differ from those that were pre-authorised (such as if are of a different type or amount) will not be paid.

Employees who make expense claims in breach of this policy will not be paid.

Employees who are found to have made dishonest expense claims will be subject to disciplinary action under our disciplinary procedures (section 15). Depending on the circumstances of the case, such behaviour may be treated as potential gross misconduct, and could render an employee liable to summary dismissal.

Types of expenses

Travel

We will only reimburse legitimate business travel costs. This will not include travel which is:

1. Between an employee's home and usual place of work.
2. Mostly undertaken for an employee's personal benefit or purposes and only incidental business reasons.
3. To employee social events that take place after normal working hours.

Employees should select the most cost-effective form, and where appropriate, class, of travel.

If an employee has been authorised to use their own vehicle, then they should only do so if it is fully (comprehensively) insured for business use, has passed its MOT (which is unexpired) and it is safe to drive. Employees using their own vehicle can claim a mileage allowance in accordance with the current mileage rates authorised by HM Revenue & Customs. We will require evidence of the mileage incurred and any cost of parking. Any penalty charges, such as for speeding and parking fines incurred during the course of the business use, will not be reimbursed.

Employees travelling by train will be reimbursed for the cost of a standard-class ticket unless otherwise authorised. Employees travelling by London Underground will be reimbursed for the ticket cost of their journey or the cost of a daily travel card, whichever is lower. Only genuine expense to the employee will be reimbursed and not costs that the employee has incurred anyway, such as the purchase of a train or bus travel pass to get to work which can also be used for the business travel.

Any necessary air travel will be directly arranged (and paid) by us with a travel agency or airline. The employee should provide a partner with:

1. The names and positions of the individuals flying, and if not our employees, their location.
2. Details of the destination(s) and length of the stay.
3. The names and positions of the individuals they will be meeting with at each destination.
4. The reasons for flying abroad and in particular how it is connected with our legitimate business activities/interests.
5. An itinerary of events or meetings that the employee will be attending whist abroad, to include times and locations.
6. Details required by us to book the ticket(s), including dietary requests, and to obtain any necessary entry visa.

Accommodation and meals

Employees should inform a partner if they require overnight accommodation in good time before they travel. Any necessary overnight accommodation that is required during the course of an employee performing their duties will usually be arranged and paid for by us directly, except in the case of an emergency. If the employee arranges and pays for accommodation in an emergency situation then they should inform a partner of their intention to do this at the earliest opportunity. The employee will be reimbursed the reasonable costs of accommodation in light of the circumstances.

The reasonable cost of meals (breakfast, lunch and dinner) and non-alcoholic drinks consumed by the employee will be reimbursed if an overnight stay away from the employee's home is required to fulfil their duties. These costs will not be reimbursed if they are included in the cost of the accommodation unless the employee has, in our opinion, a reasonable and justifiable excuse for not eating at the accommodation (such as having to attend a lunch meeting with clients or it not catering for their legitimate dietary needs). If, in our view, the employee's claim for these costs is excessive, taking into consideration the length of their stay, location, and legitimate dietary requirements, then the amount claimed will be reduced to a reasonable figure. For the avoidance of doubt, in the majority of cases we would expect the cost of a meal to be no more than that payable at a normal high-street restaurant chain.

Entertainment

If an employee intends to entertain any of our current or prospective customers or clients, a public official or any other person, whether within the UK or abroad, then they must obtain the permission of a partner before making any arrangements.

For the purposes of this policy, a 'public official' includes any elected or appointed persons within the UK or abroad who:

1. Hold a legislative, administrative or judicial position
2. Perform public functions in local government/municipal councils

3. Exercises a public function for a public state-owned agency, body or enterprise such as customs, tax authorities, or state-owned companies

4. Is otherwise employed or contracted by the state or is an official or agent of a public international organisation

An employee should provide a partner with the following details:

1. The names and positions of the proposed attendees

2. The reasons for the entertainment and in particular how it is connected with our legitimate business activities/interests. For example, undertaken to enhance a prospective client's knowledge of our business or as a public-relations exercise to improve our image.

3. What form the proposed entertainment will take. For example, a restaurant meal or tickets to a sports event.

4. Where and when it is proposed to take place

5. Contact details of the proposed supplier(s) for the entertainment and their estimated costs

6. The overall estimated cost

If permission is granted subject to any conditions then the employee must comply with them. This will usually include ensuring that it is made clear, in writing, to all those invited to attend that the entertainment is being provided without any obligation to provide or expectation by us of receiving any business advantage from them.

Wherever possible, the suppliers should be instructed by us and requested to invoice us directly for payment.

15. GRIEVANCE AND DISCIPLINARY PROCEDURES

Grievance procedures

Purpose and scope

Grievances are concerns, problems or complaints that employees raise with their employers. Grievances may relate to, amongst other things, terms and conditions of employment, health and safety, work relations, new working practices, organisational changes, equal opportunities, discrimination, bullying and harassment.

We will try to resolve, as quickly as possible, any grievance an employee may have about his or her employment. This procedure is open to any employee who has a grievance in relation to their employment and is designed to enable employees to resolve grievances informally with the person to whom they immediately report. If a grievance cannot be resolved informally, the employee should raise it formally with First name of HR employee Last name of HR employee.

Principles

Wherever possible, employees should discuss any concerns they have about the work they do or the people they work with, and attempt to agree a solution informally, with the person they report to.

A written record of the grievance interview and any appeal should be agreed between and signed by the interviewer and the employee and recorded on the employee's personal file.

At all stages the employee has the right to be accompanied by a fellow worker or trade union official during the grievance interview and any appeal.

Information and proceedings relating to a grievance will remain confidential as far as possible.

All stages of the procedure shall be dealt with without undue delay.

Procedure

Stage one - The employee's first step is to raise any grievance with the person to whom the employee immediately reports; that person, in most cases, will be best placed to respond to the complaint and to attempt to agree with the employee an informal solution.

Stage two – If the matter is serious or the employee's grievance is against the person to whom they report (or they feel unable to approach that person) or the employee wishes to raise the matter formally or if the matter cannot be informally resolved, the employee should raise the matter formally by setting out the grievance in writing and sending a copy to First name of HR employee Last name of HR employee. Once First name of HR employee Last name of HR employee receives a written copy of the grievance, the employee will be invited to attend a meeting with First name of HR employee Last name of HR employee to discuss the grievance. This meeting will not take place until First name of HR employee Last name of HR employee has had a reasonable opportunity to consider the grievance and their response. The meeting may be adjourned if it transpires that further investigations are required. Employees are expressly prohibited from recording the meeting without obtaining First name of HR employee Last name of HR employee's prior written consent. After the meeting, First name of HR employee Last name of HR employee will inform the employee of their decision and any proposed action in respect of the grievance. The employee will also be informed of the right to appeal against this decision.

Stage three - An employee who wishes to appeal against a grievance decision, should inform First name of HR employee Last name of HR employee within 5 working days of receiving the decision. The employee will then be invited to attend an appeal hearing. First name person to appeal to Last name person to appeal to will hear all appeals and their decision is final. After the appeal, the employee will be informed of the appeal decision.

Bringing or continuing a grievance once the employee has left the employer

If an employee has ceased to be employed and wishes to raise a grievance, the employee must set out the grievance in writing, stating the basis for the grievance, and send the grievance to First name of HR employee Last name of HR employee and a meeting shall be arranged in accordance with stages 2 and 3 above.

Dismissal and disciplinary procedures

The disciplinary procedures ensure that proper standards are maintained, and that any failure or alleged failure to observe those standards is fairly dealt with. The procedures outlined in this section are for the purpose of dealing with employees whose behaviour is not satisfactory, and are non-contractual unless otherwise stated. They apply only to workers and employees and not to self-employed or agency members of staff. All references below to 'employees' include references to workers.

Informal disciplinary discussions

Except in cases of gross or serious misconduct (see below), our concerns relating to an employee's conduct will usually be discussed with them in order to see if it is possible to correct the matter without invoking the formal disciplinary procedure. In many cases, informal discussion at an early stage of a problem having been identified will resolve it, and formal disciplinary action may not be necessary.

The formal disciplinary procedure may be instigated despite the fact that informal discussions have taken place if, for example, an employee has failed to meet a reasonable standard of conduct or where the misconduct is sufficiently serious as to merit immediate consideration under the procedure. The formal disciplinary procedure may also be instigated despite the fact that informal discussions are still taking place if more disciplinary matters come to light.

Suspension

Suspension from duty falls into two categories: informal suspension and precautionary formal suspension.

We reserve the right at any time to suspend an employee from the performance of some or all of their duties, for such period as we in our absolute discretion shall decide, in connection with any investigation or matter with which they are involved, including without limitation, if we reasonably believe that the employee is in breach of their employment contract.

Action	**Authorised by**

Informal suspension	partner or First name of HR employee Last name of HR employee depending upon the length of the suspension
Precautionary formal suspension	First name of HR employee Last name of HR employee

Informal suspension

Exceptionally a partner may decide to send an employee home, for example, where there is a workplace conflict or where an individual's presence may be disruptive or detrimental to the working environment. Such action shall not constitute a formal disciplinary suspension and should not involve absence from work for more than a day or two. Where the partner considers that a longer period may be necessary, normally First name of HR employee Last name of HR employee should be asked to authorise a precautionary formal suspension. Any period of informal suspension will be paid at the normal rate of pay.

Precautionary formal suspension

Precautionary formal suspension is a means of temporarily removing from their post employees whose continued presence in the workplace may involve risk, danger or embarrassment, or may be prejudicial to good discipline. It also may become necessary in order to facilitate an investigation into an employee's conduct. An employee may be suspended from duty at any time by First name of HR employee Last name of HR employee, if the circumstances are felt to warrant it. There may be instances where suspension with pay is necessary while investigations are carried out. For example, where relationships have broken down, in gross misconduct cases or where there are risks to an employee's welfare or our property or responsibilities to other parties. Exceptionally, suspension with pay may be considered where there are reasonable grounds for concern that evidence may be tampered with, destroyed or witnesses pressurised before a disciplinary meeting.

As such, normally there will be no loss of normal/basic pay or pension entitlement. However, we reserve the right at any time to withhold payment of an employee's normal/basic pay and provision of any contractual benefits for any period during which an employee is unable to work due to self-inflicted circumstances, such as being remanded in custody or imprisoned (whether in the United Kingdom or abroad).

The period of suspension will be kept as brief as possible. If an investigation is required but becomes protracted, regular contact with the suspended employee will be maintained by the partner, and the suspended employee will be notified as soon as practicable once the investigations have been completed.

While suspended, an employee should refrain from contact with their place of work or with their colleagues. They should only contact their partner in the event of queries. Any employee who is suspended is required to co-operate with any required investigation, and is expected to be available throughout the suspension period to attend any interviews at the request of the partner conducting the disciplinary investigation. Where the employee needs to access evidence relevant to their case, arrangements for this must be made via their partner.

While suspended, any annual leave booked prior to the suspension will be honoured. Subsequent requests for annual leave during suspension will be considered at the partner's discretion, subject to any detrimental effect on the process of any required investigation.

STEP ONE - the disciplinary investigation

All matters of a potentially disciplinary nature will be thoroughly investigated before any decision in relation to disciplinary action is taken. The purpose of the investigation is to:

• Ascertain the facts as far as is reasonably possible

• Give the employee the opportunity to offer an explanation

• Enquire into the circumstances surrounding the alleged misconduct

• Take a balanced view of the information that emerges

• Prepare an investigation report detailing the main findings

The employee's partner will normally undertake the investigation in relation to allegations of misconduct. In conducting the investigation, the partner may need to interview various employees. Before doing so, the partner must write to the employee(s) that they wish to interview, confirming that an investigation is to take place and explaining the reasons for the investigation (unless the employer has a good reason for not initially disclosing the nature of the investigation). The letter will invite the individual to an interview at which the problem can be investigated whilst making it clear that it is not a disciplinary hearing. We may invite the employee to be accompanied by either a colleague or a trade union representative (of their own choice). Exceptionally, we may authorise an alternative person to attend the hearing, such as when the employee is not a trade union member and all the fellow employees who could have been chosen will be providing evidence for the investigation. The employee is required to inform the partner conducting the investigation who the chosen companion is in good time before the meeting.

The role of the investigator is to ascertain the facts, assemble the evidence and to decide whether there is a case to answer. It will be the responsibility of the investigator to present the case at a disciplinary hearing. The issue of confidentiality must be recognised at all times. The investigation must make it clear to those interviewed that a breach of our principles on confidentiality could be a disciplinary offence. Every effort will be made to conclude the investigation as quickly as possible.

Once the matter has been investigated, the partner will decide how to progress. There will normally be three options:

1. The allegation has not been substantiated and no further action against the employee is required
2. The matter may not be sufficiently serious to warrant formal action, and may be resolved with training/coaching/counselling rather than by recourse to the formal disciplinary procedure
3. There is a prima facie case for the employee to answer, and the matter is serious enough to warrant the implementation of the formal disciplinary procedure

The final decision on whether to proceed with a formal disciplinary hearing will rest with the appropriate manager who is authorised to chair the formal hearing. This will normally be First name of HR employee Last name of HR employee.

STEP TWO - Formal procedures - disciplinary hearings

A disciplinary hearing should take place as soon as practicable following the conclusion of the investigation, and in normal circumstances, no more than 15 working days after the conclusion of the investigation. The timing and location of the meeting shall be reasonable. Employees will be given a reasonable opportunity to attend the disciplinary meeting. A single request for an adjournment of a disciplinary meeting by the employee because he/she is unable to attend will normally be granted.

Employees should be notified in writing of the alleged conduct, performance, characteristics or other circumstances which have led us to contemplate taking relevant disciplinary action against the employee, at least 7 working days in advance of the hearing, and will receive copies of all the relevant documentation that will be put to the person hearing the case. The employee has a right to be accompanied to the hearing by a trade union representative or a fellow employee. Exceptionally, we may authorise an alternative person to attend the hearing, such as when the employee is not a trade union member and all the fellow employees who could have been chosen will be a witness at the hearing. The employee is required to inform the partner conducting the hearing who the chosen companion is in good time before the hearing. We will notify the employee of whether we intend to call any witnesses to the meeting to give evidence. The employee is required to submit to the person hearing the case, at least 3 working days in advance of the hearing, any papers to be considered at the hearing.

The purpose of the disciplinary hearing is for us to consider all the evidence regarding an allegation, and to make a decision as to whether, on the balance of probabilities, the allegations against the employee are substantiated. If the allegations are substantiated, the hearing shall determine an appropriate sanction, with

consideration to the seriousness of the allegation, and any mitigation presented by the employee. The hearing is the employee's opportunity to respond to the allegations against them and to state their case.

Employees are expressly prohibited from recording the disciplinary hearing without obtaining our prior written consent.

We reserve the right to conduct a disciplinary hearing in the absence of the employee should the circumstances warrant it. Examples of circumstances that may warrant a disciplinary hearing taking place in the absence of the employee are:

• Where the employee has confirmed that the case can go ahead in their absence, in the presence of their representative

• Where there is persistent refusal to attend the hearing in person

• Where the employee is physically unable to attend, e.g. if in prison, but a decision on their employment needs to be made

• Where an employee fails to attend a hearing without notification, the hearing may take place in their absence, with the presentation of the management's case

We will inform the employee if we decide to conduct a disciplinary hearing in the employee's absence.

Possible outcomes of the disciplinary hearing

The possible sanctions that may be imposed as a result of a disciplinary hearing are detailed below. It should be noted that time limits set out below will not apply where the misconduct involves sexual, racial or any other form of harassment, or where there is a pattern of repeated misconduct.

Disciplinary action is usually cumulative where previous misconduct has occurred and previous disciplinary action held on files has not expired. For example, if an employee already has a verbal warning outstanding, the hearing will typically issue a written warning as the minimum action rather than recommend another verbal warning. However, repeated serious misconduct before or shortly after the expiry of previous warnings may result in dismissal with notice (i.e. occurring within 3 months of an expired warning).

Maximum penalty if substantiated	**Time before it will be disregarded for disciplinary purposes**
Verbal warning	6 months
Written warning	6 months
Final written warning	12 months
Dismissal with notice	N/A
Summary dismissal for gross misconduct	N/A

Noted verbal warning

For minor misconduct, the employee may be given a verbal warning. A written note of this, along with papers relating to the investigation and hearing, will be held on the employee's file, but will be disregarded for disciplinary purposes after 6 months if there is no further recurrence of misconduct.

Written warning

If the misconduct is more serious, or where there is recurrence of minor misconduct, the employee may be given a written warning. Papers relating to the investigation and hearing will be held on the employee's file, but will be disregarded for disciplinary purposes after 6 months if there is no further recurrence of misconduct.

Final written warning

A final written warning may be given if misconduct is:

• very serious but not sufficiently serious to justify dismissal, or

• further misconduct occurs, or

• previous conduct after a written warning fails to improve.

Papers relating to the investigation and hearing will be held on the employee's file, but disregarded for disciplinary purposes after one year if there is no further recurrence.

Dismissal

Dismissal will only be considered for a first offence where there are allegations of gross misconduct. However, dismissal may also result from repeated misconduct where:

• previous warnings are still current and conduct has not improved, or

• previous warnings have recently expired (i.e. within 3 months of an expired warning), or

• conduct has not improved.

In these circumstances, notice of the dismissal or pay in lieu of notice can normally be given. Where the hearing is satisfied (notwithstanding having had due regard to any mitigation) that gross misconduct has occurred, the result can be summary dismissal without notice or pay in lieu of notice. A decision to dismiss can only be taken by a partner.

The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, an appeal may result in a decision to dismiss being revoked. Should a decision to dismiss be revoked, any loss of pay caused by the dismissal shall be reimbursed to the employee. If a decision to dismiss has been revoked and notice has been paid in lieu then any amount paid in excess of the employee's loss of pay caused by the dismissal is an overpayment and shall be reimbursed to the employer by the employee.

Penalties

The contents of this section 'penalties' will have contractual effect and are incorporated into each employee's contract.

In addition to, or instead of a warning, the hearing may decide to impose a penalty. There is no fixed scale relating to penalties for particular offences; each case is decided individually in light of the circumstances. The penalty will be reasonable and proportional to the nature of the misconduct. Options include:

• Reimbursement by the employee of the loss or damage that they have caused and are to blame for (such payments may be recovered from salary but will take account of existing commitments)

• Transfer to another role in the business for a specified period

• Demotion

• A financial penalty, e.g. pay increase withheld for a specified period

In addition, the hearing may also make recommendations, for example, in relation to changes to working practices, the provision of training, additional peer/partner support etc.

Considering previous disciplinary action

Disciplinary action is usually cumulative where previous misconduct has occurred, and previous disciplinary action held on files has not expired. For example, if an employee already has an oral warning outstanding, the hearing will not usually recommend another oral warning, the minimum action will typically be to issue a written warning. Repeated serious misconduct may therefore result in dismissal with notice.

Wherever possible, the decision resulting from the hearing should be given to the employee on the same day as the hearing. Written confirmation should be sent to the employee within 5 working days, and should include details of:

• The allegations heard and whether the hearing upheld the allegations

• The sanction/penalty applied

• The standards that must be achieved

• Any training that may be given

• Any special monitoring of the employee's conduct

• The date(s) at which the employee's conduct will be reviewed, and the date the warning/penalty expires

• What will happen if further misconduct occurs

• The right of appeal

Where the result of the disciplinary hearing is dismissal, the employee will be provided with a statement of the decision. This shall detail the allegations heard, the evidence considered and the conclusions reached. It will also notify the employee of the right to appeal against the decision if they are not satisfied with it.

STEP THREE - Appeals

Submitting an appeal

Where a sanction or penalty has been imposed, an employee has a right of appeal. Under normal circumstances, an appeal may be made on a number of grounds such as that:

• There was a serious procedural error which resulted in a significant detriment to the employee

• The decision reached at the hearing was unfair and unreasonable in the circumstances, having due regard to the severity of the allegations and any mitigating circumstances

• Further information has come to light, which, had it been known by the disciplinary panel at the time of the hearing, may have affected the panel's decisions

Appeals must be submitted in writing to First name of HR employee Last name of HR employee, usually within 10 working days of the employee receiving written confirmation of the outcome of the disciplinary hearing. In submitting an appeal, the employee must state the grounds for appeal and outline their case in relation to their grounds for appeal.

Appeal hearing

The appeal may either be a review of the disciplinary sanction or a re-hearing depending on the grounds of appeal. Any sanction or penalty applied as a result of the outcome of the disciplinary hearing, can be reviewed by the appeal hearing, but will not be increased.

The appeal hearing will be heard by a partner who is no less senior than the person who heard the original hearing. Under normal circumstances, the person who heard the original hearing will present the management case, and must forward a written submission and all relevant documentation to the partner who will conduct the appeal hearing, at least 10 working days in advance of the hearing.

The employee has a right to be accompanied at the hearing by a trade union representative or a fellow employee. Exceptionally, we may authorise an alternative person to attend the hearing, such as when the employee is not a trade union member and all the fellow employees who could have been chosen will be providing evidence for the hearing. The employee is required to inform the partner conducting the hearing who the chosen companion is in good time before the hearing.

An appeal should be heard as soon as possible after the receipt of the employee's notification of the grounds of appeal, and in normal circumstances, within 20 working days of the appeal being submitted. At least 7 working days' notice of the arrangements for the appeal must be given in writing to the employee.

Employees are expressly prohibited from recording the appeal hearing unless they have our prior written consent.

The outcome of the appeal hearing should normally be confirmed in writing to the employee within 3 working days of the hearing. Where an appeal against dismissal is not upheld, the employee will also be provided with a statement of the decision detailing the grounds for appeal presented to the appeal hearing, the evidence considered and the conclusion reached.

Discipline and grievances

Where an employee raises a grievance during a disciplinary process the disciplinary process may be temporarily suspended in order to deal with the grievance. Where the grievance and disciplinary cases are related it may be appropriate to deal with both issues concurrently.

When an employee raises a grievance during the meeting it may sometimes be appropriate to consider stopping the meeting and suspending the disciplinary procedure – for example when:

• The grievance relates to a conflict of interest that the manager holding the disciplinary meeting is alleged to have

• Bias is alleged in the conduct of the disciplinary meeting

• It is alleged that management have been selective in the evidence they have supplied to the manager holding the meeting

• There is possible discrimination

Gross misconduct

An employee's employment under the contract of employment may be terminated by us at any time immediately following the disciplinary procedure and without any notice or payment in lieu of notice, if an employee is guilty of gross misconduct.

If this happens, the employee will be notified in writing of the dismissal including the reasons for thinking at the time of dismissal that the employee was guilty of gross misconduct and informing the employee of their right of appeal. If an employee wishes to appeal against such a dismissal, they should inform First name of HR employee Last name of HR employee within 10 working days of receipt of the written communication.

The following (non exhaustive) list provides examples of offences which are normally regarded as gross misconduct:

1. Theft, fraud and deliberate falsification of records such as time-sheets, expense forms and documents, or information about qualifications and immigration status provided either when applying for a role or after recruitment.

2. Fighting, assaulting, bullying, harassing, victimising or discriminating against another person.

3. Deliberate and serious damage to our property.

4. Disclosing confidential information about us, our clients, customers or business partners (unless it is a protected disclosure made in the public interest under whistleblowing regulations).

5. Bringing the name or reputation of our business into disrepute by the employee's actions or omissions, or prejudicing the interests of the business or the business relationship we have with our clients, customers, suppliers or business partners.

6. Being convicted of a criminal offence which we believe detrimentally affects the employee's ability to perform their obligations and duties; their relationship with our client/customers, business partners or staff; our business reputation or the business relationship we have with our clients/customers, suppliers or business partners.

7. A breach of our health and safety policy which caused injury to others or put others at risk of injury or which has either resulted in or put us at serious risk of prosecution.

8. A breach of any laws or regulations that affect us (including, but not limited to, the Data Protection Act 1998 and the Bribery Act 2010) which either has resulted in, or puts us at serious risk of, involvement in court proceedings or incurring criminal or civil liability.

9. Accessing another employee's personnel records without authority.

10. Offering or accepting a bribe, or any other breach of either our anti-bribery policy or the Bribery Act 2010.

11. Making an offensive, false or defamatory comment about any individual or organisation, whether orally or in writing, including through use of social networking websites or internet blogs.

12. Being concerned or interested in action which is damaging to or in competition with our business.

13. Serious incapability through alcohol or being under the influence or in possession of illegal drugs.

14. Serious negligence which causes unacceptable loss, damage or injury.

15. Deliberately viewing or downloading pornographic or sexually explicit, racist or criminal material (including documents, pictures and videos) or seriously breaching our electronic communications policy.

16. A serious act of insubordination.

17. Materially breaching a duty to act loyally, in good faith or in our best interests.

18. Unauthorised access to our computer networks or databases or confidential information.

19. Causing or attempting to damage, destroy or interfere with our computer networks or databases.

16. CAPABILITY PROCEDURE AND POLICY

Purpose and scope

The procedure outlined in this section is for the purpose of dealing with employees whose performance and/or capability is not satisfactory. The capability procedure ensures that proper standards are maintained, and that any failure or alleged failure to observe those standards is fairly dealt with. The purpose of this procedure is to work with employees to maintain satisfactory performance standards and to encourage improvement where necessary.

Disabilities

At each stage of the capability procedure, we will consider whether the employee's unsatisfactory performance is related to a disability and if so, whether there are reasonable adjustments that could be made to the requirements of the job or other aspects of the working arrangements.

If an employee has difficulty at any stage of the procedure because of a disability, or wishes to inform us of any medical condition he/she considers relevant, he/she should contact First name of HR employee Last name of HR employee.

Initial informal discussions

Except in exceptional cases, capability and performance issues will normally be dealt with informally between an employee and his or her manager as part of daily management.

Informal discussions may be held with a view to (for example):

(a) Clarifying the standards that are required of an employee

(b) Identifying areas of concern

(c) Establishing the likely causes of poor performance and identifying any training needs

(d) Setting targets for improvement

(e) Agreeing a time-scale for a review of the employee's performance

In many cases, informal discussions at an early stage of a problem will resolve it, and the formal procedure will not be necessary. The formal procedure that follows will be used for more serious cases, or in any case where informal discussions have not resulted in a satisfactory improvement.

Capability hearings

If it is deemed appropriate to use the formal capability procedure against the employee, he or she must be invited to a capability meeting. Unless it is impractical to do so, we will give an employee one week's written notice of the date, time and place of the capability hearing. Depending on the period of time that an employee's poor performance continues for, he or she may attend between one and three capability hearings.

The employee will receive written confirmation of the reason or reasons why we have concerns over his or her performance and the basis for those concerns. He or she will have a reasonable opportunity to consider this information before the hearing.

The hearing will be held by a partner and may be attended by a member of the Human Resources department.

The employee has a right to be accompanied at the hearing by a companion. A companion may either be a trade union representative or a fellow employee. The employee is required to inform the partner conducting the hearing who the chosen companion is in good time before the hearing.

The employee must take all reasonable steps to attend the hearing. Failure to attend a hearing without good reason may be treated as misconduct. If the employee or his or her companion cannot attend at the time specified, he or she should inform the partner conducting the hearing immediately and seek to agree an alternative time.

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

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

First capability hearing

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

The purposes of the first capability hearing include but are not limited to:

(a) Setting out the required standards that are considered not to have been met by the employee

(b) Establishing the likely causes of poor performance

(c) Allowing the employee the opportunity to explain the poor performance and ask any relevant questions

(d) Discussing measures, such as additional training or supervision, which may improve performance

(e) Setting targets for improvement

(f) Setting a time-scale for review

Following the hearing, if we decide that it is appropriate to do so, we will give the employee a first written warning. A first warning will remain active for six months, after which time, it will disregarded for the purposes of the capability procedure.

The employee's performance will be monitored and at the end of the review period we will write to inform him or her of the next step.

Second capability hearing

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

The purposes of the second capability hearing include, but are not limited to:

(a) Setting out the required standards that are considered not to have been met by the employee

(b) Establishing the likely causes of poor performance including any reasons why the measures taken so far have not led to the required improvement

(c) Allowing the employee the opportunity to explain the poor performance and ask any relevant questions

(d) Discussing measures, such as additional training or supervision, which may improve performance

(e) Setting targets for improvement

(f) Setting a time-scale for review

Following the hearing, if we decide that it is appropriate to do so, we will give the employee a final written warning which will remain active for 12 months, after which time, it will be disregarded for the purposes of the capability procedure.

The employee's performance will be monitored and at the end of the review period we will write to inform him or her of the next step, as follows:

Third capability hearing

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

The purposes of the third capability hearing include:

(a) Setting out the required standards that are considered not to have been met

(b) Identifying areas in which performance is still unsatisfactory

(c) Allowing the employee the opportunity to explain the poor performance and ask any relevant questions

(d) Establishing whether there are any further steps that could reasonably be taken to rectify the poor performance

(e) Establishing whether there is any reasonable likelihood of the required standard of performance being met within a reasonable time

(f) Discussing whether there is any practical alternative to dismissal, such as redeployment to any suitable job that is available at the same or lower grade

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

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

(a) redeploy the employee into another suitable job at the same or (if the employee's contract permits) a lower grade; or

(b) dismiss the employee.

Dismissal will normally be with full notice or payment in lieu of notice, unless the employee is guilty of gross misconduct within the meaning of our disciplinary policy, in which case, we may dismiss the employee without notice or any pay in lieu (if the employee's contract permits).

The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, an appeal may result in a decision to dismiss being revoked. Should a decision to dismiss be revoked, any loss of pay caused by the dismissal shall be reimbursed to the employee. If a decision to dismiss has been revoked and notice has been paid in lieu then any amount paid in excess of the employee's loss of pay caused by the dismissal is an overpayment and shall be reimbursed to the employer by the employee.

Appeals

Where a sanction or penalty has been imposed, an employee has a right of appeal. Under normal circumstances, an appeal may be made on a number of grounds such as that:

• There was a serious procedural error which resulted in a significant detriment to the employee

• The decision reached at a capability hearing was unfair and unreasonable in the circumstances, having due regard to the severity of the allegations and any mitigating circumstances

• Further information has come to light, which, had it been known by the capability panel at the time of the hearing, may have affected the panel's decisions

Appeals must be submitted in writing to First name of HR employee Last name of HR employee, usually within 10 working days of the employee receiving written confirmation of the outcome of the capability hearing. In submitting an appeal, the employee must state the grounds for appeal and outline their case in relation to their grounds for appeal.

Appeal hearing

The appeal may either be a review of the sanction or a re-hearing depending on the grounds of appeal. Any sanction or penalty applied as a result of the outcome of the capability hearing, can be reviewed by the appeal hearing, but will not be increased.

The appeal hearing will be heard by a partner who is no less senior than the person who heard the original hearing. Under normal circumstances, the person who heard the original hearing will present the management case, and must forward a written submission and all relevant documentation to the partner who will conduct the appeal hearing, at least 10 working days in advance of the hearing.

The employee has a right to be accompanied at the hearing by a companion. A companion may either be a trade union representative or a fellow employee. The employee is required to inform the partner conducting the hearing who the chosen companion is in good time before the hearing.

An appeal should be heard as soon as possible after the receipt of the employee's notification of the grounds of appeal, and in normal circumstances, within 20 working days of the appeal being submitted. At least seven working days' notice of the arrangements for the appeal must be given in writing to the employee.

The outcome of the appeal hearing should normally be confirmed in writing to the employee within three working days of the hearing. Where an appeal against dismissal is not upheld, the employee will also be provided with a statement of the decision detailing the grounds for appeal presented to the appeal hearing, the evidence considered and the conclusion reached.

17. HARASSMENT POLICY

Policy statement

We are committed to discouraging all forms of unlawful harassment and bullying. We aim to create a working environment built on dignity and mutual respect between employees and to treat all our employees with dignity and respect regardless of:

• Marital or civil partnership status

• Age

• Disability

• Race (including colour, nationality, and ethnic or national origin)

• Sex

• Sexual orientation

• Gender, including gender reassignment

• Religion or belief

• Pregnancy and maternity

These will collectively be referred to as the 'protected characteristics', for the purposes of this policy.

What is harassment?

In general terms, harassment is unwanted conduct (including of a sexual nature) towards an employee by an employer or another worker, because of that employee's actual or perceived protected characteristic, or association with someone who has a protected characteristic. This applies to any conduct that violates an employee's dignity or creates an intimidating, hostile, humiliating, degrading or offensive environment, even if it was not intended as such.

Harassment also applies if the unwanted conduct relates to a worker's sex or gender reassignment and they subsequently experience less favourable treatment because they rejected or did not submit to the unwanted conduct.

Employees who are not the subject of the unwanted conduct will also be able to complain about harassment for behaviour that they find offensive, even if they do not have the protected characteristic.

Harassment can include unwelcome physical, verbal or non-verbal conduct and applies to all the protected characteristics, except pregnancy and maternity and marital status.

Many forms of behaviour can constitute harassment - these are just some examples:

• Physical conduct ranging from touching to serious assault

• Verbal and written harassment through jokes; racist, sexist, homophobic or sectarian remarks; comments about a person's disability; offensive language; gossip and slander; sectarian songs; mobile telephone ring tones; threats; letters, emails, texts, social networking websites and/or other electronic media

• Visual displays of posters, computer screensavers, downloaded images, graffiti, obscene gestures, flags, bunting or emblems, or any other offensive material

• Isolation or non co-operation at work, exclusion from social activities

• Coercion, including pressure for sexual favours and pressure to participate in political or religious groups

• Intrusion by pestering, spying, following; etc

• Making derogatory remarks or gestures about a person's perceived sexuality

• Making racist remarks because a person is married to (associated with) a person from an ethnic minority (i.e. someone who has a protected characteristic)

Bullying

If any of the above behaviour is not expressly excluded or justified by the applicable anti-discrimination legislation and/or case law, this could amount to bullying. Thus, for example, it is permissible to discuss a disability with a person for the purpose of making reasonable adjustments in order to accommodate the employee or train him/her in the operation of machinery. However, excessive or intrusive questioning in relation to a disability could constitute bullying.

Complaints and enforcement

Employees should note that this policy applies to incidents of unlawful harassment or bullying that occur during or after normal working hours, whether inside or outside of the workplace.

Action will be taken under our disciplinary procedures against any employee who is found to have committed an act of improper or unlawful harassment or bullying.

Serious breaches of this policy will be treated as potential gross misconduct and could render an employee liable to summary dismissal. Employees should also bear in mind that they can be held personally liable for any act of unlawful harassment. Employees who commit serious acts of harassment may also be guilty of a criminal offence.

An employee should draw the attention of his/her manager to suspected cases of harassment or bullying.

An employee who believes that they have been harassed or bullied should at first instance inform his/her manager. He or she will be entitled to raise a grievance in accordance with our grievance procedure, which should be used before pursuing a complaint at an Employment Tribunal.

When deciding whether unwanted conduct has had a harassing effect, the circumstances of the case will be considered, along with the victim's perception of the conduct and whether that perception is reasonable.

An employee must not victimise or retaliate against another employee who has made, or is thought to have made, allegations or complaints of harassment or bullying, nor against anyone who has or is thought to have assisted that employee. Such behaviour will be treated as potential gross misconduct in accordance with our disciplinary procedures (section 15).

18. **FLEXIBLE WORKING**

Overview

We aim to support our employees to achieve a work-life balance wherever reasonably possible. This policy gives eligible employees the opportunity to request a change to their current working patterns. This can be done either formally or informally by contacting your manager.

The promotion of flexible working arrangements increases staff motivation, performance and productivity, reduces stress and encourages staff retention by enabling employees to balance their working life with their other priorities.

This policy complies with the Acas code of practice for handling requests to work flexibly in a reasonable manner.

Types of flexible working patterns

Flexible working can include:

1. Part-time work

2. Varying a standard full-time working pattern to be completed over a non-standard work pattern, e.g. 3 - longer days of 12-hour shifts

3. Working a reduced number of hours each week - either 5 shorter days or a fewer number of full days, or a combination of both

4. Working some or all of the week from home

5. Job sharing between 2 employees - e.g. one employee might work 3 days and the other 2, or they both might work 3 days with a crossover day for meetings and handovers

The statutory right to apply for flexible working

Employees will have a statutory right to apply for flexible working arrangements to change the terms and conditions of their employment for any reason, if at the date of the application they have:

1. worked for us for a continuous period of 26 weeks; and

2. not made a formal application during the past 12 months.

The same also applies to agency workers and employee shareholders, but only in cases where they are returning from a period of parental leave. Employee shareholders must give us their application within 14 days of returning to work from parental leave.

The application procedure

1. The request must be dated and made in writing stating:

(a) that it is a formal application made under the statutory right to request flexible working;

(b) the flexible working arrangement being requested;

(c) when the flexible working arrangement should start;

(d) the effect, if any, the request will have on us and how this might be dealt with; and

(e) whether a formal application has been previously made to us and, if so, when.

2. On receipt of the request, we will consider it and arrange a meeting with the applicant to discuss the proposed changes, their effect on our business and any possible alternative work patterns that might be suitable. The applicant can be accompanied to the meeting by a work colleague, if they wish.

3. We will consider the request carefully, whilst balancing it against any adverse impact on the business, the work of the applicant's department, any impact on the applicant's work colleagues and the particular circumstances of the case. We will make a business assessment on whether, and if so how, it could be accommodated.

4. We will then notify the applicant of our decision as soon as reasonably possible.

5. If we accept the request, or accept it with modifications, we will write to the applicant, detailing how and when the changes will be implemented and provide a written note of the variation of their contract of employment.

6. Where the request is agreed, it constitutes a permanent change to the terms and conditions of employment. This means that the applicant will not have the right to revert to their previous pattern of working during the next 12 months.

7. If the application is refused, we will write to the applicant setting out which of the grounds listed below under 'Grounds for refusal' applies and providing details of why the particular grounds apply in the applicant's circumstances. Our decision can be discussed with us at any time.

8. The applicant will have the opportunity to appeal our decision and can be accompanied to the appeal by a work colleague or trade union representative, if they wish. The appeal must be in writing, dated and setting out the reasons for the appeal. It should be sent, ideally within 14 days of the date of our refusal, to First name of HR employee Last name of HR employee.

The above process (including any appeal) will be concluded within 3 months of the date we receive the application, unless we can agree to extend this period.

Grounds for refusal

We may refuse an employee's statutory flexible working application on one or more of the following grounds:

1. The burden of additional costs

2. The detrimental effect it would have on our ability to meet customer demand

3. Our inability to reorganise work among existing staff

4. Our inability to recruit additional staff

5. The detrimental impact it would have on quality

6. The detrimental impact it would have on performance

7. The insufficiency of available work during the period proposed by the applicant

8. Our planned structural changes to the business

Informal applications

Those employees who have a statutory right to apply for flexible working may choose to make an informal application first.

Where possible any informal application should be in writing stating:

1. the reasons for making a change to the current working patterns;

2. the flexible working arrangement being requested;

3. whether the request is temporary or permanent;

4. the likely effect, if any, the request will have on us and how this might be dealt with;

5. whether an application to work flexibly has been previously made to us and, if so, when; and

6. the dates when, or circumstances in which, the new working pattern should start and (if temporary) end.

This should then be sent to the applicant's manager who will inform them if a meeting is required in order to consider the request.

Our decision will be given in writing and will be based on our business and operational requirements. We may refuse an informal request for flexible working for reasons other than for the statutory grounds those stated above.

There will be no right to appeal.

General

The following applies to all employees (whether or not they have a statutory right) who apply for flexible working:

1. If we agree to one employee's request for flexible working, this does not set a precedent or create a right for another employee to be granted the same or a similar change to their work pattern.

2. Only one application can be made in any 12-month period.

3. We may require employees who have flexible working hours to provide us with regularly completed timesheets detailing the actual hours worked and breaks taken.

19. WORKING HOURS

An employee's hours of work shall be set out in his/her employment contract.

Signing in procedure

An employee shall:

1. Sign in upon entering our premises
2. Sign out upon leaving the premises
3. Use the signing-in register that has been assigned and not interfere in any way with it
4. Not sign in or sign out any other employee, or permit someone to sign in or out on his/her behalf
5. Not interfere with the signing-in register of any other employee

20. PENSIONS

The employment is pensionable and, subject to eligibility, an employee may join the following employee pension scheme:

Our contributory pension scheme, subject to the scheme's rules as may be varied from time to time. Full details of the contributory pension scheme can be obtained from First name of HR employee Last name of HR employee.

21. BASIC HOLIDAY ENTITLEMENT

The holiday year runs from 'skglkd;fg of each year.

Full-time employees that have regular working hours

Full-time employees that have irregular working hours

Part-time employees

All employees

An employee shall give a minimum of Holiday notice weeks' notice prior to the commencement of their holiday dates. These dates are to be agreed with us before the holiday is taken. Any applications made at shorter notice will be considered on its merits and be subject to staffing requirements and the needs of the business and may be refused.

The 'normal public holidays' are: New Year's day, Good Friday, Easter Monday, Early May bank holiday, Late May (Spring) bank holiday, Summer bank holiday, Christmas day, Boxing day.

In the event that the government announces one or more unique extra bank or public holidays in addition to those specified above (the 'extra days'), then we may, in our absolute discretion, temporarily increase an employee's total holiday entitlement to include some or all of the extra days for the holiday year in which they fall (to be prorated for part-time employees). We will confirm whether or not he/she will receive an additional holiday entitlement with respect to the extra days and if it will be paid or unpaid. If we agree to increase an employee's holiday entitlement then we shall not be obliged to do the same in subsequent years where the government announces an extra unique bank or public holiday.

An employee will be deemed to have used their statutory minimum holiday entitlement prior to any holiday entitlement they may be entitled to in excess of the statutory minimum.

Holiday entitlement shall continue to accrue during long-term sickness absence and, subject to certain conditions, if the employee is sick or injured either immediately before or during their pre-arranged holiday entitlement. See section 4 'Notification of sickness' above for further details.

An employee can take a maximum of Max amount at a time week holiday at any one time (including weekends and bank and public holidays) unless they have our prior written approval.

Any requests for unpaid leaves of absence will be considered on their merits and be subject to staffing requirements and the needs of the business and may be refused.

If we have a shutdown period (such as over Christmas and/or New Year) which applies to an employee, the employee shall retain a sufficient number of days from their basic holiday entitlement to cover the shutdown period. Accordingly no later than six months after the start of the holiday year, we shall notify the employee, either individually or by way of a general notice to staff, of the number of days' holiday to be retained.

Except upon a termination of the employment, an employee is not entitled to pay in lieu of any part of the holiday entitlement that has not been taken as paid holiday.

We may require that an employee take any unused basic holiday entitlement during the period of any notice of termination of employment.

If an employee starts or leaves the employment during a holiday year as defined in this section, the employee's holiday entitlement shall be calculated on a pro rata basis. When an employee leaves, we shall be entitled to deduct an amount from the employee's salary in respect of any holidays taken in excess of their entitlement and/or seek to recover the same as a debt if the employee has already been paid the said excess.

On termination of an employee's employment, with the exception of statutory family-related leave or accrued holiday entitlement due to sickness, an employee's unused holiday entitlement will be calculated at the rate of pay that applied to the individual employee during the period in which it accrued, which may not necessarily be the rate of pay applicable on the date of termination.

22. CONDUCT ON BUSINESS AND CORPORATE HOSPITALITY EVENTS

In this policy the term:

1. 'staff' refers to all individuals working for us at every level or grade, whether they are directors, officers, partners, employees, workers, contractors, consultants, agency workers, volunteers, trainees or on work experience.

2. 'drugs' refers to controlled substances, and prescribed or over-the-counter medication which are being, or are intended to be, misused or used contrary to medical instructions or advice.

3. 'controlled substances' refers to drugs that are unlawful under criminal law.

As a general rule, what staff do after normal working hours and off our premises is a personal matter and does not directly concern us. However, there are some exceptions to this rule. We will become involved where incidents occur:

1. At office parties, office drinks events or other work-related social occasions or gatherings, whether organised by us or by an employee

2. At social occasions or gatherings organised by our customers, clients or suppliers where an employee has been invited in his/her capacity as an employee of ours

3. At meetings, social occasions or gatherings organised for our customers, clients or suppliers

4. At work-related conferences, shows, exhibitions or media events

5. Whilst a member of staff is working away or abroad on business on our behalf

On these occasions, staff will be deemed to still be at work and:

1. May only drink moderately if drinking alcohol, and are expressly prohibited from possessing controlled substances or using drugs

2. Must ensure they are well within the legal limits if they are driving

3. Must ensure that they remain professional at all times acting in an appropriate, mature and responsible manner

4. Must not, by their conduct, actions or inactions, detrimentally affect our business or reputation or put us at risk of criminal prosecution or civil liability

Any member of staff found to have harassed or verbally or physically abused or assaulted another member of staff or a customer, client or supplier of ours, or who otherwise brings the reputation of the business into disrepute at such an event, will be subject to disciplinary action under our disciplinary procedures (section 15) or, if self-employed, will be regarded to be in material breach of contract and may have their contract of services terminated.

Depending on the circumstances of the case, such behaviour may be treated as potential gross misconduct, and could render an employee liable to summary dismissal.

Where an employee's off-duty conduct involves the committal of a criminal offence, then we will consider whether the offence is one that makes an employee unsuitable for their type of work, or unacceptable to other employees, taking into account length of service, status, relations with fellow workers and the effect on our business and reputation subsequent to a charge or conviction.

23. ADOPTION LEAVE (DOMESTIC)

Adoption leave policy

This policy provides employees with a general outline of the statutory provisions for ordinary adoption leave, additional adoption leave and statutory adoption pay. It applies to the adoption of a child in the UK.

Adoption includes a child adopted from a surrogate mother where a couple have applied, or will apply, for a parental order. It will also include foster children adopted under the 'Fostering for Adoption' scheme run by local authorities.

If an employee has any queries which are not answered or if an employee has any other questions about the policy they should contact First name of HR employee Last name of HR employee.

Adoption leave

Ordinary adoption leave

Employees will be entitled to take 26 weeks' ordinary adoption leave provided they have:

1. Been matched with the child for adoption

2. Have notified the agency that they agree that the child should be placed with them and the employee has agreed on the date of placement.

During ordinary adoption leave an employee will be entitled to statutory adoption pay. This period of leave may be paid, subject to eligibility requirements set out below.

Additional adoption leave

At the end of an employee's period of ordinary adoption leave they are entitled to take a further 26 weeks' additional adoption leave which will make the total leave period a maximum of 52 weeks.

During the first 13 weeks of additional adoption leave an employee will be entitled to statutory adoption pay which may be paid, subject to eligibility requirements set out below. Thereafter an employee will not be entitled to statutory adoption pay.

Starting adoption leave

An employee may choose to start their ordinary adoption leave on the date on which the child is placed with him/her for adoption, or up to 14 days before that date.

Compulsory leave

An employee must take at least 2 weeks' ordinary adoption leave from the date the child is placed with them before they return to work. The employee cannot work or use a 'Keep in touch' day during that time.

Notification requirements

1. An employee should inform First name of HR employee Last name of HR employee that they will be taking adoption leave when they are approved for adoption.

2. An employee should notify First name of HR employee Last name of HR employee of their intention to take adoption leave within 7 days of being matched with a child, or as soon as reasonably possible thereafter. An employee should also provide First name of HR employee Last name of HR employee with the matching certificate within one week of issue.

3. An employee must give First name of HR employee Last name of HR employee 28 days' notice of when they wish to start adoption leave, unless this is not reasonably possible. If it is not reasonably possible to give 28 days' notice, leave will start on the date the child is placed for adoption.

4. An employee is entitled to change their proposed start date (more than once) by giving First name of HR employee Last name of HR employee at least 28 days' written notice. An employee can vary the start date to either:

• The date that the child enters the UK by giving us at least 28 days' notice before the expected entry date

• Another date chosen by him/her by giving us at least 28 days' notice of the new proposed date

Statutory adoption pay

Eligibility for statutory adoption pay ('SAP')

To be eligible for SAP an employee must:

• Have been continuously employed for at least 26 weeks ending with the matching week

• Earn on average at least the lower earnings limit for National Insurance calculated over the 8 weeks period prior to the matching week

• Be absent from work due to adoption leave

• Have chosen to receive SAP

If an employee is in any doubt about whether they qualify, they should contact First name of HR employee Last name of HR employee.

Terms of payment

SAP is payable for a maximum of 39 weeks. An employee can expect to receive the lower of either the statutory rate or 9/10ths of his/her average weekly earnings. The employee will be given a statement of their exact entitlement when they start adoption leave. The employee's SAP will be paid into their bank account on the same date that they would have received their salary, and will be subject to the usual deductions for tax, National Insurance and pension contributions.

Notice an employee must give us

To claim SAP an employee must give 28 days' notice in writing prior to receiving their first payment or, if that is not reasonably possible, as soon as possible thereafter. This must be accompanied by notice of the expected date of placement.

Attending adoption appointments

Employees or agency workers who are proposing to adopt have a right to time off during their working hours to attend adoption appointments. The reason for the appointment must be so that the adopter can have contact with the child or children and for other related purposes.

Employees or agency workers adopting on their own are entitled to paid time off for no more than 5 appointments. This also applies if the employee or agency worker is the main adopter of a joint adoption. The other adopter is limited to 2 unpaid appointments.

Each appointment is limited to a period of 6.5 hours. Agency workers will be paid either by us or the employment agency.

Time can only be taken before a child has been placed. If more than one child is being adopted at the same time, the number of appointments and amount of time off will still be the same.

An employee who uses their right to take time off to attend an adoption appointment will no longer have a right to take paternity leave for that child.

Eligibility of agency workers

An agency worker will need to have worked for at least 12 weeks in order to have the right to attend adoption appointments. This is required by the Agency Workers Regulations 2010.

During the 12-week period, they must not have taken on a different role or had a break between assignments.

Making a request to attend an adoption appointment

Within 14 days of the intended appointment, the employee or agency worker must provide us with written information confirming all of the following:

• If the employee or agency worker is the main adopter of a joint adoption, a declaration that they have chosen to take time off as the main adopter

• Whether they would like the time off to be paid or unpaid

• The appointment has been arranged by or at the request of the adoption agency

• The date and time of the appointment

This information can be given to us in electronic form, such as email.

Contractual benefits

If an employee is taking ordinary or additional adoption leave, their contract of employment will continue and they will receive the benefit of the usual terms and conditions of their employment for the duration, except salary.

All employees on adoption leave: Keeping in touch

During their adoption leave period, an employee may work for up to 10 days for us without losing their entitlement to SAP. This work may include training or any other activity undertaken for the purpose of keeping in touch with the workplace. However, we cannot insist that an employee does such work and the employee will not suffer any detriment if they refuse to comply with any such request.

Holidays

An employee will continue to accrue any statutory or contractual entitlement to annual holiday leave during both their ordinary adoption leave and additional adoption leave. The employee may not take their annual holiday entitlement whilst on adoption leave and any untaken annual leave must be taken before their adoption leave begins or after their adoption leave ends.

Pension contributions

An employee's adoption leave period during which they receive SAP or contractual adoption pay will be treated as pensionable service and we will therefore continue to make any contributions (if previously paid), based on the employee's usual salary (i.e. the pay they would have received had they been working normally) on the employee's behalf into our pension scheme. The payment of pension contributions will be suspended during any unpaid additional adoption leave.

An employee's contributions will be deducted from his/her SAP and will be based on the SAP they receive rather than their usual salary.

Returning to work

Notification requirements

We will, within 28 days of receiving an employee's notification of intended absence, respond to them in writing setting out the employee's expected date of return. If the employee intends returning to work at the end of their adoption leave they are not required to give any further notification to us.

Returning to work early

If an employee wishes to return to work before the end of their adoption leave period, then they must give at least 8 weeks' prior notice of the return date. Failure to give this notice may result in us postponing the employee's return to work.

Terms and conditions on returning to work

An employee will have the right to return to a job with the same seniority, pension rights and similar rights. They will also have the right to return to a job with the same terms and conditions (including remuneration) that are as favourable as they would have been if they had not gone on leave.

1. Right to return to the same job after leave

Following ordinary adoption leave, employees will be entitled to return to the same job that they had before taking adoption leave if any one of the following is true:

• They only took ordinary adoption leave.

• The ordinary adoption leave followed a period of no more than 4 weeks' parental leave.

• The ordinary adoption leave followed another period of statutory leave (except parental leave) and the total leave taken for the child was 26 weeks or less.

2. Right to return to the same or alternative job after leave

An employee will have a right to return to the same job if they return to work:

• after having taken some additional adoption leave; or

• after having taken a period of ordinary adoption leave that does not comply with the above section 'Right to return to the same job after leave'.

However, if we cannot reasonably return an employee to the same job, they will be entitled to another job that is both suitable and appropriate to do in the circumstances.

Returning to work on a flexible, part-time or job-share basis

It may be possible for an employee to return to work on a part-time or job-share basis. This will depend on a number of considerations including an employee's grade and position before they started their adoption leave. If an employee wants to request a variation to their contract of employment to create more flexibility in relation to their hours, the times they work or their place of work, they should ask First name of HR employee Last name of HR employee for an application form.

Deciding not to return to work

If an employee decides not to return to work, they must immediately tell First name of HR employee Last name of HR employee. The employee must also give a notice of resignation.

If an employee is too ill to return to work

If an employee cannot return to work because he/she is ill, he/she should notify First name of HR employee Last name of HR employee who will advise the employee how much, if any, sick leave he/she is entitled to.

Substituting adoption leave for shared parental leave

Employees who are entitled to shared parental leave can take up to 50 weeks off (or 48 weeks off if the adopter works in a factory) to help care for a child after they take their period of compulsory adoption leave. The employee's adoption leave entitlement will be divided between the employee and their partner.

To receive shared parental leave, the employee must end their adoption leave early. The employee must do this by either returning to work or giving us a written notice.

Parents can also receive up to 37 weeks of statutory shared parental pay if they are eligible for it.

If an employee chooses to take shared parental leave instead of adoption leave, they will not then be able to take any adoption leave for the same child.

See page 9 for more information about this.

24. PARENTAL LEAVE

Aim

The purpose of this policy is to inform all employees of their entitlement to parental leave under the Maternity and Parental Leave etc Regulations 1999.

Entitlement to parental leave

Pay

All periods of parental leave are unpaid.

Continuous service requirement

To qualify for parental leave an employee must have one year's continuous service with us at the beginning of the requested leave period.

Eligibility criteria

To be eligible for parental leave an employee must:

1. be a parent named on the birth certificate of a child; or
2. have adopted a child under the age of 18; or
3. have acquired formal parental responsibility for a child.

The permitted reason for taking parental leave

Where an employee is eligible to take parental leave, it may only be taken for the purposes of caring for such child.

When parental leave may be taken

General position

Parental leave must be taken:

1. in the case of paragraph 1) above, within 18 years of the birth of the child;
2. in the case of paragraph 2) above, within 18 years of the date when the child is placed for adoption; or until the child's 18th birthday, whichever is the sooner;
3. in the case of paragraph 3) above, within 18 years of obtaining formal parental responsibility for a child under the Children Act 1989.

Position for parents of a disabled child

Where disability living allowance is awarded in respect of an employee's child, the parental leave entitlement may be taken up to the child's 18th birthday and may be taken on a daily basis.

Taking time off for parental leave

Duration of parental leave

1. Parental leave can be taken for a maximum of 18 weeks for each child.
2. Employees may take parental leave in blocks of one week. They may not take more than 4 weeks in any year. If an employee is permitted to take leave in blocks of one week, but actually takes leave for a shorter period (e.g. one or two days), that will constitute a week's leave for the purposes of calculating their 18 weeks' leave entitlement., although the employee will continue to be paid as normal for the time they work.
3. If an employee works part-time or variable hours, they have an entitlement to 18 weeks' leave, but a week's leave for these purposes is the average hours the employee works in a week.

Procedure for notifying a request to take parental leave

1. Notice to be given

If an employee wishes to take parental leave, they should notify First name of HR employee Last name of HR employee of the dates when they wish their leave to start and end, at least 28 days in advance in order to account for unpaid leave on the payroll. If an employee wishes to take parental leave immediately on the

birth or adoption of a child, they must request parental leave in the normal way and, in addition, give us 28 days' notice of the expected week of the birth or adoption of the child.

Where disability living allowance is awarded in respect of an employee's child, the above notice periods are reduced to 21 days.

2. Information to be provided

At the time of requesting parental leave, an employee should:

a) Provide the name of the child in respect of whom the employee wishes to take leave, stating his/her date of birth and the employee's relationship to him/her

b) Produce an appropriate birth or adoption certificate or such other documentation as we shall reasonably request

c) Produce evidence of the child's entitlement to a disability living allowance (where relevant)

d) Complete an absence request form and specify parental leave as the reason for absence

e) Declare any periods of parental leave the employee has taken with a previous employer

Periods of leave with other employers

The period of 18 weeks' leave is the maximum an employee can take and periods of leave taken with a previous employer will be taken into account in calculating this period. We will expect an employee to declare any periods of leave with a previous employer either before or at the time of making a request for leave. When an employee leaves us, they will be provided with a statement stating the number of days' parental leave the employee has taken with us which can be presented to a future employer.

Postponing parental leave

General position

We reserve the right to postpone parental leave where the needs of the business make this necessary. We will attempt to agree a suitable alternative date when the parental leave can commence with employees. The leave will not be postponed to a date later than 6 months from the original date requested. If we deem it necessary to postpone parental leave, the employee will be notified in writing within 7 days of receipt of their request for parental leave. The employee will be given the reason for the postponement and the alternative dates on which parental leave can be taken.

Position where leave is taken immediately after the child's birth or adoption

We will not postpone leave if an employee wishes their parental leave to start immediately on the birth or adoption of a child providing they give the notice stipulated above.

Claiming parental leave dishonestly

If an employee claims parental leave dishonestly, including attempting to claim leave for a child over 5 years of age or claiming leave for purposes other than caring for a child, it will be treated as a disciplinary matter and will be dealt with in accordance with our disciplinary procedures (section 15). Behaving dishonestly in connection with requesting parental leave could amount to gross misconduct which may result in immediate termination of employment.

Contractual rights during parental leave

During parental leave an employee's contract of employment will continue, but there are very few contractual obligations which operate during this period. First name of HR employee Last name of HR employee will give employees more details if they ask.

Contractual rights after parental leave

All employees will have the right return to a job with the same seniority, pension rights and similar rights. They will also have the right to return to a job with the same terms and conditions (including remuneration) that are as favourable as they would have been if the employee had not gone on leave.

Returning to work

Right to return to the same job after leave

An employee will be entitled to return to the same job they had before taking leave if:

• they took no more than 4 weeks of parental leave on its own; or

• the parental leave of 4 weeks or less followed another period of statutory leave (such as additional maternity or shared parental leave but not parental leave) and the total leave taken for the child was 26 weeks or less.

Right to return to the same or alternative job after leave

An employee will have a right to return to the same job if they return to work:

• during or at the end of any additional maternity leave period; or

• after having taken more than 4 weeks of parental leave; or

• after having taken a period of parental leave or ordinary maternity leave that does not comply with the above section *Right to return to the same job after leave*.

However, if we cannot reasonably return an employee to the same job, they will be entitled to another job that is both suitable and appropriate to do in the circumstances.

Returning to work on a flexible, part-time or job-share basis

It may be possible for an employee (or an agency worker/shareholder employee) to return to work on a part-time or job-share basis. This will depend on a number of considerations including their grade and position before they started their leave. If the employee or the agency worker/shareholder employee wants to request to work flexibly in relation to their hours, times of work or their place of work, they should ask First name of HR employee Last name of HR employee for an application form.

Further information

If an employee has any questions relating to this policy, they should contact First name of HR employee Last name of HR employee.

25. ACCEPTANCE OF GIFTS

Without prior written consent, an employee shall not accept any gift or favour of any kind from any customer, client, supplier, prospective customer, prospective client or prospective supplier.