

# DVELP

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DVELP Ltd.

Staff Handbook

# DVELOP

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# DVELP

Non-contractual staff handbook

## Introduction

At Dvelp, we are about loving what we do. We love to learn, we love to experiment and we love to make the best products we can with the best tools we can find. We're brave, we work hard and at our core we are about quality.

We are building an environment where we can work hard and sleep easy, where we can work remotely, but as part of a community, to deliver products globally.

We want to be challenged, be encouraged to 'dare', to think openly and not be restrained by corporate policy. We want to be better.

We are an equal opportunities employer and do not discriminate on the grounds of gender, sexual orientation, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.

## Using the Staff Handbook

This Staff Handbook sets out the main policies and procedures that you will need to be aware of while working for us. You should familiarise yourself with it and comply with it at all times. Any questions you may have with regard to its contents or what you have to do to comply with it should be referred to the Board of Directors.

The policies and procedures set out in this handbook apply to all employees. They therefore apply to managers, officers, directors, employees, consultants, contractors, trainees, homeworkers, part-time and fixed-term employees, casual and agency staff and volunteers (collectively referred to as "**staff**" in this policy).

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They do **not** form part of the terms of your contract with us, which are provided to you separately.

## Responsibility for the Staff Handbook

Our board of directors (the board) has overall responsibility for the operation of this Staff Handbook and for ensuring that its policies and procedures comply with our legal obligations.

All managers have a specific responsibility to operate in accordance with the provisions set out in this Staff Handbook, ensure that all staff understand the standards of behaviour expected of them and to take action when behaviour falls below those requirements.

Those working at a management level have a specific responsibility to set an appropriate standard of behaviour, to lead by example and to ensure that those they manage adhere to the policies and procedures and promote our aims and objectives with regard to equal opportunities.

Everyone should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives.

Questions about the content or application of the handbook should be directed to the Board of Directors. In addition, staff are invited to submit any comments or proposals with regard to the handbook or any of its content to the Board of Directors.

## Personal details, home address and next of kin

The Board of Directors is responsible for maintaining up-to-date details of the home address, next of kin and emergency contact telephone numbers of each member of our staff.

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This information will be requested by the Board of Directors when you start work and you should advise of any changes straight away. It is important that we maintain accurate details in case a member of staff has an accident. Information is held in confidence and is only used when needed.

## Dress Code

We encourage everyone to maintain an appropriate standard of dress and personal appearance at work and to conduct her or himself in a professional manner. The purpose of our dress code is to establish basic guidelines on appropriate clothing and appearance at our workplace, so that we:

1. promote a positive image and staff look professional;
2. respect religious, racial and gender-specific clothing requirements and those of staff with disabilities where possible;
3. take account of health and safety requirements; and
4. help staff decide what clothing it is appropriate to wear to work.

We expect staff to take a common-sense approach to the dress code.

## Expenses Policy

### **Reimbursement of expenses**

We will reimburse expenses properly incurred in accordance with this policy. Any attempt to claim expenses in breach of this policy may result in disciplinary action.

Expenses will only be reimbursed if they are:

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1. claimed using forms that are made available.
2. submitted within 2 months of being incurred;
3. supported by relevant documents (for example, VAT receipts, tickets, and credit or debit card slips); and
4. where required, authorised in accordance with instructions in force at the time the expense was incurred.

Claims for authorised expenses submitted in accordance with this policy will be paid directly into your bank/building society account.

Any questions about the reimbursement of expenses should be put to your manager before you incur the relevant costs.

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## Travel expenses

We will reimburse the reasonable cost of necessary travel related to our business. The most economic means of travel should be chosen if practicable/possible and you should use existing travelcards and season tickets wherever possible. The following are not treated as business travel:

1. travel between your home and usual place of work;
2. travel which is mainly for your own purposes; and
3. travel which, while undertaken on our behalf, is similar or equivalent to travel between your home and your usual place of work.

Please contact the Board of Directors regarding specific transport queries.

## Equal Opportunities Policy

We are committed to promoting equality of opportunity for all staff and job applicants. We aim to create a working environment in which all individuals are able to make best use of their skills, free from discrimination or harassment, and in which all decisions are based on merit.

We do not discriminate against staff on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation ("**protected characteristics**").

The principles of non-discrimination and equality of opportunity also apply to the way in which staff treat visitors, clients, customers, suppliers and former staff members.

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All staff have a duty to act in accordance with this policy and treat colleagues with dignity at all times, and not to discriminate against or harass other members of staff, regardless of their status.

## **Breaches of the policy**

If you believe that you may have been discriminated against you are encouraged to raise the matter through our Grievance Procedure. If you believe that you may have been subject to harassment you are encouraged to raise the matter through our Anti-harassment and Bullying Policy. If you are uncertain which applies or need advice on how to proceed you should speak to the CEO.

## **Anti-harassment and Bullying Policy**

we want to ensure that all staff are treated and treat others with dignity and respect, free from harassment and bullying. All staff should take the time to ensure they understand what types of behaviour are unacceptable under this policy. Even unintentional harassment or bullying is unacceptable

This policy covers harassment or bullying which occurs both in and out of the workplace, such as on business trips or at events or work-related social functions. It covers bullying and harassment by staff and also by third parties such as customers, suppliers or visitors to our premises.

We will take allegations of harassment or bullying seriously and address them promptly and confidentially where possible. Harassment or bullying by an employee will be treated as misconduct under our Disciplinary Procedure. In some cases it may amount to gross misconduct leading to summary dismissal.

## **What is harassment?**



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Harassment is any unwanted physical, verbal or non-verbal conduct which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.

It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.

Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.

## **What is bullying?**

Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.

## **Initial steps**

If you are being bullied or harassed, the first thing you should consider is raising the problem informally with the person responsible, if you feel able. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to the Board of Directors, who can provide confidential advice and assistance in resolving the issue formally or informally.

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## Anti-corruption and Bribery Policy

It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery.

We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. We remain bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct both at home and abroad.

The purpose of this policy is to:

1. set out our responsibilities, and of those working for us, in observing and upholding our position on bribery and corruption; and
2. provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.

It is a criminal offence to offer, promise, give, request, or accept a bribe. Individuals found guilty can be punished by up to ten years' imprisonment and/or a fine. As an employer if we fail to prevent bribery we can face an unlimited fine, exclusion from tendering for public contracts, and damage to our reputation. We therefore take our legal responsibilities very seriously.

In this policy, **"third party"** means any individual or organisation you come into contact with during the course of your work for us, such as and actual and potential clients, suppliers, distributors, business contacts, etc...

**Who must comply with this policy?**

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This policy applies to all persons working for us or any Group Company or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners, sponsors, or any other person associated with us, wherever located (collectively referred to as **"workers"** in this policy).

## **What are bribery and corruption?**

**"Bribery"** is offering, promising, giving or accepting any financial or other advantage, to induce a person to act improperly in the performance of their functions, or to reward them for acting improperly, or where the recipient would act improperly by accepting the advantage.

An **"advantage"** includes money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or anything else of value.

A person acts **"improperly"** where they act illegally, unethically, or contrary to an expectation of good faith or impartiality, or where they abuse a position of trust. The improper acts may be in relation to any business or professional activities, public functions, acts in the course of employment, or other activities by or on behalf of any organisation of any kind.

**"Corruption"** is the abuse of entrusted power or position for private gain.

## **What you must not do**

It is not acceptable for you (or someone on your behalf) to:

1. give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business

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advantage will be received, or to reward a business advantage already given;

2. give or accept a gift or hospitality during any commercial negotiations or tender process, if this could be perceived as intended or likely to influence the outcome;
3. accept hospitality from a third party that is unduly lavish or extravagant under the circumstances;
4. accept a payment, gift or hospitality from a third party that you know or suspect is offered with the expectation that it we will provide a business advantage for them or anyone else in return;
5. offer or accept a gift to or from government officials or representatives, or politicians or political parties, without the prior approval of the Board of Directors;
6. threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or
7. engage in any activity that might lead to a breach of this policy.

## **What is not acceptable?**

It is not acceptable for you (or someone on your behalf) to:

1. give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
2. give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;
3. accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;

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4. accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by us in return;
5. threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or
6. engage in any activity that might lead to a breach of this policy.

You must notify the Board of Directors as soon as possible if you believe that a conflict with this policy has occurred, or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business.

## Sickness Absence Policy

This policy sets out our procedures for reporting sickness absence and for the management of sickness absence in a fair and consistent way.

Sickness absence can vary from short intermittent periods of ill-health to a continuous period of long-term absence and have a number of different causes (for example, injuries, recurring conditions, or a serious illness requiring lengthy treatment).

We wish to ensure that the reasons for sickness absence are understood in each case and investigated where necessary. In addition, where needed and reasonably practicable, measures will be taken to assist those who have been absent by reason of sickness to return to work.

We may vary the procedures set out in this policy, including any time limits, as appropriate in any case.

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## **Disabilities**

We are aware that sickness absence may result from a disability. At each stage of the sickness absence meetings procedure, particular consideration will be given to whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide support at work and/or assist a return to work.

If you consider that you are affected by a disability or any medical condition which affects your ability to undertake your work, you should inform the Board of Directors.

## **Sickness absence reporting procedure**

You should refer to your contract for details of our sickness absence reporting procedure.

If you do not have a sickness absence reporting procedure in your contract, you should follow the procedure set out below.

If you are taken ill or injured while at work you should report or be taken to the Board of Directors. Managers should make arrangements for anyone who is unwell to be accompanied home or to receive medical treatment where necessary.

If you cannot attend work because you are ill or injured you should normally telephone or email your manager as early as possible and no later than 30 minutes after the time when you are normally expected to start work. The following details should be provided:

1. the nature of your illness;
2. the expected length of your absence from work;
3. contact details;
4. any outstanding or urgent work that requires attention.

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5. Managers should ensure that:
6. any sickness absence that is notified to them is recorded
7. Arrangements are made, where necessary, to cover work and to inform colleagues and clients (while maintaining confidentiality).

You should expect to be contacted during your absence by your manager will want to enquire after your health and be advised, if possible, as to your expected return date.

## **Evidence of incapacity**

For sickness absence of up to seven calendar days you must complete a self-certification form, which is available from manager.

For absence of more than a week you must obtain a certificate from your doctor (a **"Statement of Fitness for Work"**) stating that you are not fit for work and the reason(s) why. This should be forwarded to manager as soon as possible. If your absence continues, further medical certificates must be provided to cover the whole period of absence.

If your doctor provides a certificate stating that you "may be fit for work" you should inform your manager immediately. We will discuss with you any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice. This may take place at a return to work interview

If appropriate measures cannot be taken, you will remain on sick leave and we will set a date to review the situation.

Where we are concerned about the reason for absence, or the level of frequent short-term absence, we may require a medical certificate for each absence regardless of duration. In such circumstances, we will cover any costs incurred in obtaining such

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medical certificates, for absences of a week or less, on production of a doctor's invoice.

## **Unauthorised absence**

Cases of unauthorised absence will be dealt with under our Disciplinary Procedure.

Absence that has not been notified according to the sickness absence reporting procedure will be treated as unauthorised absence.

If you do not report for work and have not telephoned manager to explain the reason for your absence, manager will try to contact you, by telephone and in writing if necessary. This should not be treated as a substitute for reporting sickness absence.

## **Keeping in contact during sickness absence**

If you are absent on sick leave you should expect to be contacted from time to time by your manager in order to discuss your wellbeing, expected length of continued absence from work and any of your work that requires attention. Such contact is intended to provide reassurance and will be kept to a reasonable minimum.

In turn, you should feel free to contact your manager at any time.



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## **Medical examinations**

We may, at any time in operating this policy, ask you to consent to a medical examination by a doctor nominated by us at our expense. The information will be disclosed to us and we may discuss the contents of the report with the relevant doctor.

## **Return-to-work interviews**

If you have been absent on sick leave for more than 14 days or where the doctor has provided a 'may be fit for work' certificate, we will arrange for you to have a return-to-work interview your manager.

A return-to-work interview enables us to confirm the details of your absence. It also gives you the opportunity to raise any concerns or questions you may have, and to bring any relevant matters to our attention. We will also discuss any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice.

We are committed to helping employees return to work from long-term sickness absence. As part of our sickness absence meetings procedure, we will, where appropriate and possible, support returns to work by:

1. obtaining medical advice;
2. making reasonable adjustments to the workplace, working practices and working hours;
3. considering redeployment; and/or
4. agreeing a return to work programme with everyone affected.

If you are unable to return to work in the longer term, we will consider whether you are entitled to any benefits under your contract and/or any insurance schemes we operate.

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## **Sickness absence meetings procedure**

For more information on this, please contact Human Resources.

## **Disciplinary and Capability Procedure**

### **About this procedure**

This procedure is intended to help maintain standards of conduct and performance and to ensure fairness and consistency when dealing with allegations of misconduct or poor performance.

Minor conduct or performance issues can usually be resolved informally with your line manager. This procedure sets out formal steps to be taken if the matter is more serious or cannot be resolved informally.

This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors. It does not form part of any employee's contract of employment and we may amend it at any time.

### **Investigations**

Before any disciplinary hearing is held, the matter will be investigated. Any meetings and discussions as part of an investigation are solely for the purpose of fact-finding and no disciplinary action will be taken without a disciplinary hearing.

In some cases of alleged misconduct, we may need to suspend you from work while we carry out the investigation or disciplinary procedure (or both). While suspended, you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless authorised to do so. Suspension is not considered to be disciplinary action.

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## **The hearing**

We will give you written notice of the hearing, including sufficient information about the alleged misconduct or poor performance and its possible consequences to enable you to prepare. You will normally be given copies of relevant documents and witness statements.

You may be accompanied at the hearing by a trade union representative or a colleague, who will be allowed reasonable paid time off to act as your companion.

You should let us know as early as possible if there are any relevant witnesses you would like to attend the hearing or any documents or other evidence you wish to be considered.

We will inform you in writing of our decision, usually within one week of the hearing.

## **Disciplinary action and dismissal**

The usual penalties for misconduct or poor performance are:

1. **Stage 1: First written warning or improvement note.** It will usually remain active for 6 months.
2. **Stage 2: Final written warning.** In case of further misconduct or failure to improve where there is an active first written warning or improvement note on your record, you will usually receive a final written warning. This may also be used without a first written warning or improvement note for serious cases of misconduct or poor performance. The warning will usually remain active for 12 months.
3. **Stage 3: Dismissal or other action.** You may be dismissed for further misconduct or failure to improve where there is an active final written warning on your record, or for

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any act of gross misconduct. Examples of gross misconduct are given below. You may also be dismissed without a warning for any act of misconduct or unsatisfactory performance during your probationary period.

We may consider other sanctions short of dismissal, including demotion or redeployment to another role (where permitted by your contract), and/or extension of a final written warning with a further review period.

## **Appeals**

You may appeal in writing within one week of being told of the decision.

The appeal hearing will, where possible, be held by someone other than the person who held the original hearing. You may bring a colleague or trade union representative with you to the appeal hearing.

We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. There is no further right of appeal.

## **Gross misconduct**

Gross misconduct will usually result in dismissal without warning, with no notice or payment in lieu of notice (summary dismissal).

The following are examples of matters that are normally regarded as gross misconduct:

1. theft or fraud;
2. physical violence or bullying;
3. deliberate and serious damage to property;
4. serious misuse of the organisation's property or name;

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5. deliberately accessing internet sites containing pornographic, offensive or obscene material;
6. serious insubordination;
7. unlawful discrimination or harassment;
8. bringing the organisation into serious disrepute;
9. serious incapability at work brought on by alcohol or illegal drugs;
10. causing loss, damage or injury through serious negligence;
11. a serious breach of health and safety rules;
12. a serious breach of confidence.

This list is intended as a guide and is not exhaustive.

## Grievance Procedure

### **Who is covered by the procedure?**

This procedure applies to all staff regardless of length of service. However, it does not form part of your contract.

Using the grievance procedure:

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

### **Step 1: written grievance**

You should put your grievance in writing and submit it to your manager. If your grievance concerns your manager you may submit it to the Board of Directors.

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

## **Step 2: meeting**

We will arrange a grievance meeting, normally within one week of receiving your written grievance. You should make every effort to attend. If you cannot attend, we will try, within reason, to agree on an alternative time.

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

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

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

## **Step 3: appeals**

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

We will hold an appeal meeting, normally within 2 weeks of receiving the appeal. This will be dealt with impartially by a manager who has not previously been involved in the case. You will have a right to bring a companion.

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

## Whistleblowing Policy

### **About this policy**

We are committed to conducting our business with honesty and integrity and we expect all staff to maintain high standards. We encourage staff to report suspected wrongdoing as soon as possible.

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

### **Who is covered by this policy?**

This policy applies to all individuals working at all levels of the organisation.

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## **What is whistleblowing?**

Whistleblowing is the reporting of suspected wrongdoing or dangers in relation to our activities. This includes bribery, fraud or other criminal activity, miscarriages of justice, health and safety risks, damage to the environment and any breach of legal or professional obligations.

## **How to raise a concern**

We hope that in many cases you will be able to raise any concerns with your manager. However, where you prefer not to raise it with your manager for any reason, you should contact the Board of Directors.

We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

## **Confidentiality**

We hope that staff will feel able to voice whistleblowing concerns openly under this policy. Completely anonymous disclosures are difficult to investigate. If you want to raise your concern confidentially, we will make every effort to keep your identity secret and only reveal it where necessary to those involved in investigating your concern.

## **External disclosures**

The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.



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The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. We strongly encourage you to seek advice before reporting a concern to anyone external. Public Concern at Work operates a confidential helpline. Their contact details are at the end of this policy.

## **Protection and support for whistleblowers**

We aim to encourage openness and will support staff who raise genuine concerns in good faith under this policy, even if they turn out to be mistaken.

Staff must not suffer any detrimental treatment. If you believe that you have suffered any such treatment, you should inform the Managing Director immediately.

Staff must not threaten or retaliate against whistleblowers in any way. Anyone involved in such conduct will be subject to disciplinary action.

If we conclude that a whistleblower has made false allegations maliciously, in bad faith or with a view to personal gain, the whistleblower may be subject to disciplinary action.

Public Concern at Work operates a confidential helpline. Their contact details are at the end of this policy.

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## Contacts

<b>Managing Director</b>	Tom Mullen 07788574345 tom@dvelp.co.uk
<b>Public Concern at Work</b> (Independent whistleblowing charity)	Helpline: (020) 7404 6609 E-mail: whistle@pcaw.co.uk Website: www.pcaw.co.uk

## Maternity Policy

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

## Definitions

The definitions in this paragraph apply in this policy.

**"Expected Week of Childbirth"** means the week, starting on a Sunday, in which your doctor or midwife expects you to give birth.

**"Qualifying Week"** means the fifteenth week before the Expected Week of Childbirth.

## Notification

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

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

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1. that you are pregnant;
  2. the Expected Week of Childbirth; and
- the date on which you would like to start your maternity leave (**"Intended Start Date"**).

You must provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth.

## **Time off for ante-natal care**

If you are pregnant you may take reasonable paid time off during working hours for ante-natal care. This may include any relaxation or parenting classes that your doctor, midwife or health visitor has advised you to attend. You should try to give us as much notice as possible of the appointment.

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

1. a certificate from the doctor, midwife or health visitor stating that you are pregnant; and
2. an appointment card.

## **Sickness**

Periods of pregnancy-related sickness absence shall be paid in accordance with the statutory sick pay scheme in the same manner as any other sickness absence. Sick pay under your contract of employment is normally paid for up to 8 weeks absence in any 52 week period. Any payment of sick pay in excess of this as a result of pregnancy-related sickness shall be entirely at our discretion.

Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be

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recorded separately from other sickness records and will be disregarded in any future employment-related decisions.

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

## **Health and safety**

We have a general duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have given birth within the last 6 months or are still breastfeeding.

We will provide you with information as to any risks identified in the risk assessment.

This may involve:

1. changing your working conditions or hours of work;
2. offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
3. suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

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## **Entitlement to maternity leave**

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

1. Ordinary Maternity Leave of 26 weeks ("OML").
2. Additional Maternity Leave of a further 26 weeks immediately following OML ("AML").

## **Starting maternity leave**

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

You must notify us of your Intended Start Date in accordance with Paragraph 0. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to maternity leave ("Expected Return Date").

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

You can also bring forward the Intended Start Date by informing us at least 28 days before the new start date.

Maternity leave shall start on the earlier of:

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

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If you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth, you must let us know as soon as possible in writing. Maternity leave will be triggered under Paragraph 2 unless we agree to delay it.

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

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

Shortly before your maternity leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

## **Statutory maternity pay**

Statutory maternity pay ("**SMP**") is payable for up to 39 weeks. SMP will stop being payable if you return to work. You are entitled to SMP if:

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

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5. you are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.

SMP is calculated as follows:

1. First 6 weeks: SMP is paid at the **Earnings-Related Rate** of 90% of your average weekly earnings calculated over the Relevant Period;
2. Remaining 33 weeks: SMP is paid at the **Prescribed Rate** which is set by the Government for the relevant tax year, or the Earnings-Related Rate if this is lower.

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

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

1. the week following the week in which employment ends; or
2. the eleventh week before the Expected Week of Childbirth.

If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any

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SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

## **Terms and conditions during OML and AML**

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

1. benefits in kind such as life insurance, health insurance, gym membership and use of a company vehicle if applicable shall continue;
2. annual leave entitlement under your contract shall continue to accrue; and
3. pension benefits shall continue.

## **Annual leave**

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

Our holiday year runs from 1 January to 31 December. Any holiday entitlement for the year that is not taken *OR* cannot reasonably be taken before starting your maternity leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry-over of more than one week is at your manager's discretion.

You should discuss your holiday plans with your manager in good time before starting your maternity leave. All holiday dates are subject to approval by your manager.

## **Pensions**



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During OML and any further period of paid maternity leave we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on maternity leave provided that you continue to make contributions based on the maternity pay you are receiving. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact the Board of Directors directly.

During unpaid AML we shall not make any payments into a money purchase scheme. You do not have to make any contributions but you may do so if you wish, or you may make up for missed contributions at a later date.

## **Redundancies during maternity leave**

In the event that your post is affected by a redundancy situation occurring during your maternity leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment.

## **Keeping in touch**

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

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

Shortly before you are due to return to work, we may invite you to have a discussion about the arrangements for your return. This may cover:

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

## **Expected return date**

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

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

## **Returning early**

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

If not enough notice is given, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.

## **Returning late**

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

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1. request unpaid parental leave, giving us as much notice as possible but not less than 21 days; or
2. request paid annual leave in accordance with your contract, which will be at our discretion.

If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.

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

## **Deciding not to return**

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

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

This does not affect your right to receive SMP.

## **Your rights when you return**

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

However, if you have taken any period of AML or more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

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## **Returning to work part-time**

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

## **Paternity Policy**

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

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

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## Definitions

The definitions in this paragraph apply in this policy.

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

**"Expected Week of Childbirth"** means the week, beginning on a Sunday, in which their doctor or midwife expects your spouse, civil partner or Partner to give birth.

**"Expected Placement Date"** means the date on which an adoption agency expects that it will place a child into your care with a view to adoption.

## Entitlement to paternity leave

Certain employees can take paternity leave in relation to the birth or adoption of a child. However, in adoption cases paternity leave is not available to an employee who decides to take adoption leave.

You are entitled to ordinary paternity leave ("**OPL**") if you meet all the following conditions:

1. you have been continuously employed by us for at least 26 weeks ending with:
2. in birth cases, the 15th week before the Expected Week of Childbirth;
3. in adoption cases, the week in which you or your Partner are notified by an adoption agency that you/they have been matched with a child,
4. you:
5. are the biological father of the child;
6. have been matched with a child by an adoption agency;

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7. are the spouse, civil partner or Partner of the child's mother; or
8. are the spouse, civil partner or Partner of someone who has been matched with a child by an adoption agency,
9. you:
10. expect to have main responsibility (with the child's mother, co-adopter or adopter) for the child's upbringing; or
11. are the child's biological father and you expect to have some responsibility for the child's upbringing,
12. your intended leave is for the purpose of caring for the child, or supporting the child's mother, adopter or co-adopter in caring for the child.
13. You are entitled to additional paternity leave ("**APL**") if, in addition to the conditions above:
14. you remain employed by us until the week before the first week of your APL;
15. the child's mother or your co-adopter has been entitled to statutory leave:
16. in birth cases, the child's mother has been entitled to maternity leave, statutory maternity pay or maternity allowance in respect of her pregnancy, or
17. in adoption cases, the child's adopter has been entitled to one or both of adoption leave or statutory adoption pay in respect of the child's adoption; and
18. the child's mother or your co-adopter has returned to work.

## **Timing and length of paternity leave**

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

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

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1. in birth cases, within 56 days of the child's birth, or if the child is born before the first day of the Expected Week of Childbirth, within 56 days of the first day of the Expected week of Childbirth;
2. in adoption cases, within 56 days of the child's placement.

APL must be taken as multiples of complete weeks and as one period. The minimum amount of APL that can be taken is 2 weeks and the maximum is 26 weeks.

APL must be taken in the period beginning 20 weeks after the child's date of birth, or adoption placement, and ending 12 months after that date of birth or adoption.

## **Notification (birth)**

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

1. the Expected Week of Childbirth;
2. whether you intend to take one week's leave or two consecutive weeks' leave; and
3. when you would like to start your leave. You can state that your leave will start on:
4. the day of the child's birth;
5. a day which is a specified number of days after the child's birth; or
6. a specific date later than the first date of the Expected Week of Childbirth.

You must give notice before the end of the 15th week before the Expected Week of Childbirth (or, if this is not possible, as soon as you can).

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

If you wish to take APL in relation to a child's birth, you must provide us with the following at least eight weeks before the date on which you would like to start your leave:

1. a written "leave notice" stating:
2. the Expected Week of Childbirth;
3. the child's date of birth; and
4. the dates on which you would like your APL to start and finish,
5. a signed "employee declaration" confirming that:
6. you are **either** the child's father **or** that you are the spouse, Partner or civil partner of the child's mother;
7. apart from the child's mother, you have or expect to have the main responsibility for the upbringing of the child; and
8. you wish to take APL in order to care for the child,
9. a written "mother declaration" from the child's mother stating:
10. her name, address and National Insurance number;
11. the date she intends to return to work;
12. your relationship with the child;
13. that, to her knowledge, you are the only person exercising an entitlement to APL in respect of the child; and
14. that she consents to us processing the information she has provided.

We will write to you to confirm the start and finish dates of your APL within 28 days of receiving your leave notice, your employee declaration and the child's mother's declaration.



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We may require you to provide a copy of the child's birth certificate and the name and address of the mother's employer or, if she is self-employed, her business address.

## **Notification (adoption)**

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

1. the date on which you and/or your spouse, civil partner or Partner were notified of having been matched with the child, together with the Expected Placement Date;
2. whether you intend to take one week's leave or two consecutive weeks' leave; and
3. when you would like to start your leave. You can state that your leave will start on:
4. the day on which the child is placed with you or the adopter;
5. a day which is a specified number of days after the child's placement; or
6. a specific date later than the Expected Placement Date.

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

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

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If you wish to take APL following a child's adoption, you must provide us with the following at least eight weeks before the date on which you would like to start your leave:

1. a written "leave notice" stating:
2. the date on which you were notified that you had been matched with the child;
3. the date on which the child was placed with you; and
4. the dates on which you would like your APL to start and finish.
5. a signed "employee declaration" confirming that:
6. you have been matched for adoption with the child;
7. you are either the spouse, Partner or civil partner of the child's co-adopter; and
8. you wish to take APL in order to care for the child,
9. a written "adopter declaration" from the child's adopter stating:
10. their name, address and National Insurance number;
11. the date they intend to return to work;
12. that you are their spouse, Partner or civil partner; and
13. that they consent to us processing the information they have provided.

We will write to you to confirm the start and finish dates of your APL within 28 days of receiving your leave notice, your employee declaration and the adopter's declaration.

We may require you to provide the following:

1. the name and address of the adopter's employer or, if they are self-employed, their business address;
2. documentary evidence issued by the adoption agency that matched you with the child which confirms:
3. the name and address of the adoption agency;

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4. the date on which you were notified that you had been matched with the child; and
5. the date on which the agency expected to place the child with you.

## **Changing the dates of OPL or APL**

Where you are to take OPL in respect of a child's birth, you can give us written notice to vary the start date of your leave from that which you originally specified. This notice should be given:

1. where you wish to vary your leave to start on the day of the child's birth, at least 28 days before the first day of the Expected Week of Childbirth;
2. where you wish to vary your leave to start a specified number of days after the child's birth, at least 28 days (minus the specified number of days) before the first day of the Expected Week of Childbirth;
3. where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date.

Where you are to take OPL in respect of a child's adoption, you can give us written notice to vary the start date of your leave from that which you originally specified. This notice should be given:

1. where you wish to vary your leave to start on the day that the child is placed with you or the adopter, at least 28 days before the Expected Placement Date;
2. where you wish to vary your leave to start a specified number of days after the child's placement, at least 28 days (minus the specified number of days) before the Expected Placement Date;

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3. where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date.

If you are unable to give us 28 days' written notice of the wish to vary the start of your leave as set out above, you should give us written notice of the change as soon as you can.

Where you are to take APL, following either the birth or adoption of a child, you are entitled to give us written notice to cancel or vary the start and/or finish dates that you previously notified to us. You need to do this:

1. at least 6 weeks before the date you originally told us was the date on which you wanted to start your APL; or
2. if you want to start your APL earlier than that original start date, at least 6 weeks before the date on which you now wish your APL to start.

If you are unable to give six weeks' notice you should give us written notice of your wishes as soon as possible. If we are unable to accommodate your request we may require you to take a period of APL of up to 6 weeks starting on either your original or revised start date. If you wish to discuss varying or cancelling your APL in these circumstances you should speak to your manager.

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## **Statutory paternity pay**

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

1. in birth cases, the eight-week period ending with the 15th week before the Expected Week of Childbirth;
2. in adoption cases, the 8-week period ending with the week in which you or your spouse, civil partner or Partner were notified of being matched with the child.

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

If you take APL in accordance with this policy, you may be entitled to additional statutory paternity pay (**"ASPP"**). Whether and, if so, for how long you may be entitled to ASPP will depend on:

1. your average weekly earnings being not less than the lower earnings limit set by the government during the Relevant Period; and
2. the child's mother or your co-adopter, having returned to work with at least two weeks of their maternity allowance, maternity pay or adoption pay period remaining. Your entitlement to ASPP will equate to the number of weeks of unexpired maternity allowance, maternity pay or adoption pay that remained when the child's mother or your co-adopter returned to work.

OSPP and ASPP are paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is

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lower. For details of the current prescribed rate, please contact the Managing Director.

## **Terms and conditions during OPL and APL**

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

1. Benefits in kind such as life insurance, health insurance, gym membership and use of a company vehicle if applicable shall continue;
2. Annual leave entitlement under your contract shall continue to accrue; and
3. Pension benefits shall continue.

## **Annual leave**

During OPL and APL, annual leave will accrue at the rate provided under your contract.

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

## **Redundancies during APL**

**If** your post is affected by a redundancy situation occurring during paternity leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment. Employees on APL will be among those given priority with regard to suitable alternative vacancies that are appropriate to their skills.

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## **Keeping in touch during APL**

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

You may work (including attending training) for up to ten days during APL without bringing your paternity leave or your ASPP to an end. The arrangements, including pay, would be set by agreement with your manager.

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

1. updating you on any changes that have occurred during your absence;
2. any training needs you might have; and
3. any changes to working arrangements (for example, that you may have requested come into effect on your return).

## **Returning to work**

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

However, if you have combined your OPL or APL with a period of:

1. additional maternity leave;
2. additional adoption leave; or
3. parental leave of more than 4 weeks,
4. and it is not reasonably practicable for you to return to the same job, we will offer you a suitable and appropriate alternative position.

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If you wish to return early from APL, you must give us at least 6 weeks' prior notice.

If you wish to postpone your return from APL, you should either:

1. request unpaid parental leave in accordance with our Parental Leave Policy, giving us as much notice as possible but not less than 21 days; or
2. request paid annual leave in accordance with your contract, which will be at our discretion.

If you are unable to return to work from APL as expected due to sickness or injury, our Sickness Absence Policy will apply.

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

We will deal with any requests by employees to change their working patterns (such as working part-time) after paternity leave on a case-by-case basis. It is helpful if requests are made as early as possible.

If you do not intend to return to work or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should submit your resignation in accordance with your contract. Once you have done so you will be unable to change your mind without our agreement. This does not affect your right to receive SPP.



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## Compassionate Leave

Compassionate leave is designed to help an employee where they need to deal with necessary arrangements for or assist a close relative who is seriously or critically ill.

### **Entitlement**

Staff are entitled to take compassionate leave of up to 7 days in any 12-month period in respect of a spouse or partner, child, stepchild, grandchild, parent, step-parent, parent-in-law, grandparent, brother or sister, stepbrother or stepsister, or brother or sister-in-law.

We may exercise our discretion to grant compassionate leave in respect of any other relative or close friend, depending on the circumstances of each case.

An employee who is unable to return to work following a period of compassionate leave should contact their manager. It may be appropriate to take a period of annual leave or unpaid leave in those circumstances.

### **Requesting compassionate leave**

We recognise that it may not always be possible to request compassionate leave in advance. However, where it is possible, you should make a request to your manager. You should tell them the reasons for your request and the number of days leave you would like to take.

Where it is not possible to request leave in advance you should contact your manager as soon as possible to tell them the reason for your absence and the number of days you expect to be absent. Someone can do this on your behalf if necessary.

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In exceptional circumstances we may have to refuse a request for compassionate leave. If so your manager will give you a written explanation for the refusal.

## Flexible Working Policy

This flexible working policy gives eligible employees an opportunity to request a change to their working pattern.

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

### Eligibility

To be eligible to make a flexible working request, you must:

1. be an employee;
2. have worked for us continuously for 26 weeks at the date your request is made;
3. not have made a flexible working request during the last 12 months (even if you withdrew that request).

### What is a flexible working request?

A flexible working request is a request to do any or all of the following:

1. to reduce or vary your working hours;
2. to reduce or vary the days you work;
3. to work from a different location (for example, from home).

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## **Making a flexible working request**

Your flexible working request should be submitted to us in writing and dated. It should:

1. state that it is a flexible working request;
2. explain the change being requested and propose a start date;
3. identify the impact the change would have on the business and how that might be dealt with;
4. state whether you have made any previous flexible working requests.

## **Meeting**

We will arrange a meeting at a convenient time and place within 28 days of your request being submitted. You may be accompanied at the meeting by a colleague of your choice. They will be entitled to speak and confer privately with you, but may not answer questions on your behalf.

The 28 days may be extended if the person who will consider your request is on annual leave or sick leave when your request is received.

If we believe a meeting is not necessary, we will write to you within 28 days of your request.

## **Decision**

We will inform you in writing of our decision within 14 days of the meeting.

If it is accepted, we will write to you with details of the new working arrangements and the date on which they will commence. You will be asked to sign and return a copy of the letter.

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Unless otherwise agreed, changes to your terms of employment will be permanent. However, we may suggest an initial trial period.

We may reject your request for one or more of the following business reasons:

1. the burden of additional costs;
2. detrimental effect on ability to meet customer demand;
3. inability to reorganise work among existing staff;
4. inability to recruit additional staff;
5. detrimental impact on quality;
6. detrimental impact on performance;
7. insufficiency of work during the periods that you propose to work; or
8. planned changes.

If we are unable to agree to your request, we will write to tell you which of those reasons apply in your case and why. We will also set out the appeal procedure.

## **Appeal**

You may appeal in writing within 14 days of receiving written rejection of your request.

Your appeal must be dated and must set out the grounds on which you are appealing.

We will hold a meeting with you within 14 days of receiving your appeal. You may bring a colleague to the meeting.

We will tell you in writing of our final decision within 14 days of the appeal meeting. There is no further right of appeal.

## Health and Safety Policy

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We are committed to ensuring the health and safety of our staff and clients or anyone affected by our business activities and to providing a safe environment for all those attending our premises.

## **What is covered by this policy?**

In accordance with our health and safety duties, we are responsible for:

1. assessing risks to health and safety and identifying ways to overcome them;
2. providing and maintaining a healthy and safe place to work and a safe means of entering and leaving our premises, including emergency procedures for use when needed;
3. providing information, instruction, training and supervision in safe working methods and procedures as well as working areas and equipment that are safe and without risks to health;
4. ensuring that equipment has all necessary safety devices installed, that equipment is properly maintained and that appropriate protective clothing is provided;
5. promoting co-operation between members of staff to ensure safe and healthy conditions and systems of work by discussion and effective joint consultation and the establishment of a safety committee, safety representatives and accident investigations where applicable;
6. regularly monitoring and reviewing the management of health and safety at work, making any necessary changes and bringing those to the attention of all staff.

The Board of Directors has overall responsibility for health and safety and the operation of this policy. The Managing Director is

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the Principal Health and Safety Officer with day-to-day responsibility for health and safety matters.

All staff must also recognise that everyone shares responsibility for achieving healthy and safe working conditions.

Any health and safety concerns should be reported to the Principal Health and Safety Officer.

## **Standards of workplace behaviour**

You must co-operate with the Principal Health and Safety Officer and comply with any health and safety instructions.

Any health and safety concern, however trivial it might seem, including any potential risk, hazard or malfunction of equipment, must be reported to the Principal Health and Safety Officer or your manager.

You must co-operate in the investigation of any accident or incident that has led, or which we consider might have led, to injury.

Failure to comply with health and safety rules and instructions or with the requirements of this policy may be treated as misconduct and dealt with under our Disciplinary Procedure.

## **Information and consultation**

We are committed to providing information, instruction and supervision on health and safety matters for all staff as well as consulting with them regarding arrangements for health and safety management.

## **Equipment**

All staff must use equipment in accordance with operating instructions, instructions given by managers. Any fault with,

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damage to or concern about any equipment or its use must immediately be reported to the Managing Director.

No member of staff should attempt to repair equipment unless trained and designated to do so. Failure to report damage to or a fault with equipment or failure to use it as directed may result in action under our Disciplinary Procedure.

## **Accidents and first aid**

Any accident at work involving personal injury should be reported to the Principal Health and Safety Officer so that details can be recorded in the Accident Book. All staff must cooperate with any resulting investigation.

Details of first aid facilities and trained first aiders are available from the Principal Health and Safety.

If you suffer an accident at work you (or someone on your behalf) must report that fact to the Principal Health and Safety Officer or your manager as soon as possible. All accidents should be reported, however trivial.

## **National health alerts**

In the event of an epidemic or pandemic alert we will organise our business operations and provide advice on steps to be taken by staff, in accordance with official guidance, to reduce the risk of infection at work as far as possible

It is important that you comply with instructions issued in these circumstances. Failure to do so will be dealt with under our Disciplinary Procedure.

## **Emergency evacuation and fire precautions**

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You should familiarise yourself with the instructions about what to do in the event of fire which are available from the Principal Health and Safety Officer. You should also know where the fire extinguishers are, ensure that you are aware of your nearest fire exit and alternative ways of leaving the building in an emergency.

You should notify the Principal Health and Safety Officer or your manager as soon as possible if there is anything (for example, impaired mobility) that might impede your evacuation in the event of a fire.

If you discover a fire you should not attempt to tackle it unless you have been trained or feel competent to do so. You should operate the nearest fire alarm and, if you have sufficient time, call the emergency services (999) and report the location of the fire.

On hearing the fire alarm you should remain calm and walking quickly, not running, evacuate the building immediately following the instructions of the fire wardens. Do not stop to collect personal possessions and do not re-enter the building until you are told that it is safe to do so.

## **Risk assessments, DSE and manual handling**

General workplace risk assessments are carried out when required or as reasonably requested by members of staff or management.

If you use a computer for prolonged periods of time you can request a workstation assessment by contacting the Principal Health and Safety Officer or your manager.

## **No-smoking Policy**

We are committed to protecting your health, safety and welfare and that of all those who work for us by providing a safe place of work and protecting all workers, service users, customers and visitors from exposure to smoke.



# DVELOP

All of our workplaces (including our vehicles) are smoke-free and all staff and visitors have a right to a smoke-free environment.

This no-smoking policy complies with the Health Act 2006 and associated regulations. We are committed to a programme of action to make this policy effective and to bring it to the attention of all staff.

## **Scope and implementation of the policy**

Smoking is banned at our workplace. The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.

Staff may only smoke outside in designated areas during breaks. When smoking outside, staff should ensure that they dispose of cigarette butts and other litter.

We are committed to making this policy effective and to promoting a healthy working environment. Workers who experience particular difficulty complying with this policy should discuss their situation with their manager.

## **Breaches of the policy**

Breaches of this policy will be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

Smoking in smoke-free premises is also a criminal offence and may result in a fixed penalty fine and/or prosecution.

# DVELOP

## Data Protection Policy

Everyone has rights with regard to how their personal information is handled. During the course of our activities we will collect, store and process personal information about our staff, and we recognise the need to treat it in an appropriate and lawful manner.

The types of information that we may be required to handle include details of current, past and prospective employees, suppliers, customers and others that we communicate with. The information, which may be held on paper or on a computer or other media, is subject to certain legal safeguards specified in the Data Protection Act 1998 (the "**Act**") and other regulations. The Act imposes restrictions on how we may use that information.

### **Status of the policy**

This part of our handbook sets out our rules on data protection and the legal conditions that must be satisfied in relation to the obtaining, handling, processing, storage, transportation and destruction of personal information.

The Data Protection Compliance Manager is responsible for ensuring compliance with the Act and with this part of our handbook. Any questions or concerns about the operation of this part of our handbook should be referred in the first instance to the Data Protection Compliance Manager.

If you consider that our provisions for complying with the Act have not been followed in respect of personal data about yourself or others you should raise the matter with your manager or the Data Protection Compliance Manager.

# DVELOP

## **Definition of data protection terms**

**"Data"** is information which is stored electronically, on a computer, or in certain paper-based filing systems.

**"Data subjects"** for the purpose of this policy include all living individuals about whom we hold personal data. A data subject need not be a UK national or resident. All data subjects have legal rights in relation to their personal data.

**"Personal data"** means data relating to a living individual who can be identified from that data (or from that data and other information in our possession). Personal data can be factual (such as a name, address or date of birth) or it can be an opinion (such as a performance appraisal).

**"Data controllers"** are the people who or organisations that determine the purposes for which, and the manner in which, any personal data is processed. They have a responsibility to establish practices and policies in line with the Act. We are the data controller of all personal data used in our business.

**"Data users"** include employees whose work involves using personal data. Data users have a duty to protect the information they handle by following our data protection and security policies at all times.

**"Data processors"** include any person who processes personal data on behalf of a data controller. Employees of data controllers are excluded from this definition but it could include suppliers that handle personal data on our behalf.

**"Processing"** is any activity that involves use of the data. It includes obtaining, recording or holding the data, or carrying out any operation or set of operations on the data including organising, amending, retrieving, using, disclosing, erasing or destroying it. Processing also includes transferring personal data to third parties.

# DVELP

**"Sensitive personal data"** includes information about a person's racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health or condition or sexual life, or about the commission of, or proceedings for, any offence committed or alleged to have been committed by that person, the disposal of such proceedings or the sentence of any court in such proceedings. Sensitive personal data can only be processed under strict conditions, and will usually require the express consent of the person concerned.

## **Data protection principles**

Anyone processing personal data must comply with the eight enforceable principles of good practice. These provide that personal data must be:

1. processed fairly and lawfully;
2. processed for limited purposes and in an appropriate way;
3. adequate, relevant and not excessive for the purpose;
4. accurate;
5. not kept longer than necessary for the purpose;
6. processed in line with data subjects' rights;
7. secure;
8. not transferred to people or organisations situated in countries without adequate protection.

## **Fair and lawful processing**

The Act is intended not to prevent the processing of personal data, but to ensure that it is done fairly and without adversely affecting the rights of the data subject. The data subject must be told who the data controller is (in this case Dvelp Ltd), the purpose for which the data is to be processed by us, and the identities of anyone to whom the data may be disclosed or transferred.

# DVELOP

For personal data to be processed lawfully, certain conditions have to be met. These may include, among other things, requirements that the data subject has consented to the processing, or that the processing is necessary for the legitimate interest of the data controller or the party to whom the data is disclosed. When sensitive personal data is being processed, more than one condition must be met. In most cases the data subject's explicit consent to the processing of such data will be required.

## **Processing for limited purposes**

Personal data may only be processed for the specific purposes notified to the data subject when the data was first collected or for any other purposes specifically permitted by the Act. This means that personal data must not be collected for one purpose and then used for another. If it becomes necessary to change the purpose for which the data is processed, the data subject must be informed of the new purpose before any processing occurs.

## **Adequate, relevant and non-excessive processing**

Personal data should only be collected to the extent that it is required for the specific purpose notified to the data subject. Any data that is not necessary for that purpose should not be collected in the first place.

## **Accurate data**

Personal data must be accurate and kept up to date. Information that is incorrect or misleading is not accurate and steps should therefore be taken to check the accuracy of any personal data at the point of collection and at regular intervals afterwards. Inaccurate or out-of-date data should be destroyed.

# DVELOP

## **Timely processing**

Personal data should not be kept longer than is necessary for the purpose. This means that data should be destroyed or erased from our systems when it is no longer required.

Data must be processed in line with data subjects' rights. Data subjects have a right to:

1. request access to any data held about them by a data controller;
2. prevent the processing of their data for direct-marketing purposes;
3. ask to have inaccurate data amended;
4. prevent processing that is likely to cause damage or distress to themselves or anyone else.

## **Data security**

We must ensure that appropriate security measures are taken against unlawful or unauthorised processing of personal data, and against the accidental loss of, or damage to, personal data. Data subjects may apply to the courts for compensation if they have suffered damage from such a loss.

The Act requires us to put in place procedures and technologies to maintain the security of all personal data from the point of collection to the point of destruction. Personal data may only be transferred to a third-party data processor if he agrees to comply with those procedures and policies, or if he puts in place adequate measures himself.

Maintaining data security means guaranteeing the confidentiality, integrity and availability of the personal data, defined as follows:

# DVELOP

1. **"Confidentiality"** means that only people who are authorised to use the data can access it;
2. **"Integrity"** means that personal data should be accurate and suitable for the purpose for which it is processed;
3. **"Availability"** means that authorised users should be able to access the data if they need it for authorised purposes. Personal data should therefore be stored on our central computer system instead of individual PCs.

Security procedures include:

1. **"Entry controls."** Any stranger seen in entry-controlled areas should be reported.
2. **"Secure lockable desks and cupboards."** Desks and cupboards should be kept locked if they hold confidential information of any kind. (Personal information is always considered confidential.)
3. **"Methods of disposal"** Paper documents should be shredded. Floppy disks and CD-ROMs should be physically destroyed when they are no longer required.
4. **"Equipment."** Data users should ensure that individual monitors do not show confidential information to passers-by and that they log off from their PC when it is left unattended.

## Dealing with subject access requests

A formal request from a data subject for information that we hold about them must be made in writing. A fee is payable by the data subject for provision of this information. Any member of staff who receives a written request should forward it to the Data Protection Compliance Manager immediately.

# DVELOP

## **Providing information over the telephone**

Any member of staff dealing with telephone enquiries should be careful about disclosing any personal information held by us. In particular they should:

1. check the caller's identity to make sure that information is only given to a person who is entitled to it;
2. suggest that the caller put their request in writing if they are not sure about the caller's identity and where their identity cannot be checked;
3. refer to the Data Protection Compliance Manager for assistance in difficult situations. No-one should be bullied into disclosing personal information.

## **Information and Communications Systems Policy**

Our electronic communications systems and equipment are intended to promote effective communication and working practices within our organisation, and are critical to the success of our business. This part of our handbook deals mainly with the use (and misuse) of computer equipment, e-mail, the internet, telephones, personal digital assistants (PDAs) and voicemail, but it applies equally to the use of fax machines, copiers, scanners, CCTV, and electronic key fobs and cards. It outlines the standards we require users of these systems to observe, the circumstances in which we will monitor use of these systems and the action we will take in respect of breaches of these standards.

All staff are expected to protect our electronic communications systems and equipment from unauthorised access and harm at all times. Failure to do so may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.



# DVELOP

## **Equipment security and passwords**

Staff are responsible for the security of the equipment allocated to or used by them, and must not allow it to be used by anyone other than as permitted by this handbook.

If given access to the e-mail system or to the Internet, staff are responsible for the security of their terminals. If leaving a terminal unattended or on leaving the office they should ensure that they lock their terminal or log off to prevent unauthorised users accessing the system in their absence. Staff without authorisation should only be allowed to use terminals under supervision.

Passwords are unique to each user and must be changed regularly to ensure confidentiality. Passwords must be kept confidential and encrypted and must not be made available to anyone else unless authorised by the Managing Director. For the avoidance of doubt, on the termination of employment (for any reason) staff must provide details of their passwords to the Managing Director and return any equipment, key fobs or cards.

Staff who have been issued with a laptop, PDA or Blackberry must ensure that it is kept secure at all times, especially when travelling. Passwords must be used to secure access to data kept on such equipment to ensure that confidential data is protected in the event of loss or theft. Staff should also be aware that when using equipment away from the workplace, documents may be read by third parties, for example, passengers on public transport. All data should be encrypted where possible.

## **Systems and data security**

Staff should not delete, destroy or modify existing systems, programs, information or data, which could have the effect of harming our business or exposing it to risk.

# DVELOP

Staff should not attempt to gain access to restricted areas of the network, or to any password-protected information, unless specifically authorised.

Staff using laptops or wi-fi enabled equipment must be particularly vigilant about its use outside the office and take any necessary precautions from time to time against importing viruses or compromising the security of the system. The system contains information which is confidential to our business and/or which is subject to data protection legislation. Such information must be treated with extreme care and in accordance with our Data Protection Policy.

## **E-mail etiquette and content**

E-mail is a vital business tool, but an informal means of communication, and should be used with great care and discipline. Staff should always consider if e-mail is the appropriate means for a particular communication and correspondence sent by e-mail should be written as professionally as a letter. Messages should be concise and directed only to relevant individuals. Our standard disclaimer should always be included.

Staff should not send abusive, obscene, discriminatory, racist, harassing, derogatory or defamatory e-mails. Anyone who feels that they have been harassed or bullied, or are offended by material received from a colleague via e-mail should inform their manager

Staff should take care with the content of e-mail messages, as incorrect or improper statements can give rise to claims for discrimination, harassment, defamation, breach of confidentiality or breach of contract. Staff should assume that e-mail messages may be read by others and not include anything which would offend or embarrass any reader, or themselves, if it found its way into the public domain.

# DVELOP

E-mail messages may be disclosed in legal proceedings in the same way as paper documents. Deletion from a user's inbox or archives does not mean that an e-mail cannot be recovered for the purposes of disclosure. All e-mail messages should be treated as potentially retrievable, either from the main server or using specialist software.

In general, staff should not:

1. send or forward private e-mails at work which they would not want a third party to read;
2. send or forward chain mail, junk mail, or gossip;
3. contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding e-mails to those who do not have a real need to receive them;
4. agree to terms, enter into contractual commitments or make representations by e-mail unless appropriate authority has been obtained. A name typed at the end of an e-mail is a signature in the same way as a name written at the end of a letter;
5. download or e-mail text, music and other content on the internet subject to copyright protection, unless it is clear that the owner of such works allows this;
6. send messages from another worker's computer or under an assumed name unless specifically authorised; or
7. send confidential messages via e-mail or the internet, or by other means of external communication which are known not to be secure.

Staff who receive a wrongly-delivered e-mail should return it to the sender. If the e-mail contains confidential information or inappropriate material (as described above) it should not be disclosed or used in any way.

# DVELOP

## **Use of the internet**

When a website is visited, devices such as cookies, tags or web beacons may be employed to enable the site owner to identify and monitor visitors. A website could be a source of embarrassment to the visitor and us, especially if inappropriate material has been accessed, downloaded, stored or forwarded from the website. Such actions may also, in certain circumstances, amount to a criminal offence if, for example, the material is pornographic in nature.

Staff should therefore not access any web page or any files (whether documents, images or other) downloaded from the internet which could, in any way, be regarded as illegal, offensive, in bad taste or immoral. While content may be legal in the UK, it may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of our Information and Communications Systems Policy.

## **Personal use of systems**

We permit the incidental use of internet, e-mail and telephone systems to send personal e-mail, browse the internet and make personal telephone calls subject to certain conditions set out below. Personal use is a privilege and not a right. It must be neither abused nor overused and we reserve the right to withdraw our permission at any time.

## **Monitoring of use of systems**

Our systems enable us to monitor telephone, e-mail, voicemail, internet and other communications. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

# DVELOP

We reserve the right to retrieve the contents of messages or check searches which have been made on the internet for the following purposes (this list is not exhaustive):

1. to monitor whether the use of the e-mail system or the internet is legitimate;
2. to find lost messages or to retrieve messages lost due to computer failure;
3. to assist in the investigation of wrongful acts; or
4. to comply with any legal obligation.

## **Inappropriate use of equipment and systems**

Misuse or excessive use or abuse of our telephone or e-mail system, or inappropriate use of the internet in breach of this policy will be dealt with under our Disciplinary Procedure. Misuse of the internet can, in certain circumstances, constitute a criminal offence. In particular, misuse of the e-mail system or inappropriate use of the internet by participating in online gambling or chain letters or by creating, viewing, accessing, transmitting or downloading any of the following material will amount to gross misconduct (this list is not exhaustive):

1. pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
2. offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;
3. a false and defamatory statement about any person or organisation;
4. material which is discriminatory, offensive, derogatory or may cause embarrassment to others;
5. confidential information about us or any of our staff or clients (which you do not have authority to access);

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6. any other statement which is likely to create any liability (whether criminal or civil, and whether for you or us); or
7. material in breach of copyright.

Any such action will be treated very seriously and is likely to result in summary dismissal.

Where evidence of misuse is found we may undertake a more detailed investigation in accordance with our Disciplinary Procedure, involving the examination and disclosure of monitoring records to those nominated to undertake the investigation and any witnesses or managers involved in our Disciplinary Procedure. If necessary such information may be handed to the police in connection with a criminal investigation.

## Redundancy Policy

It is our intention to manage our business in a manner, which results in secure employment for our employees. We will always try to avoid the need for compulsory redundancies but sometimes these may be necessary.

### **The purpose of the policy**

The purpose of this policy is to ensure that, whenever reduction in employee numbers may become necessary:

1. we communicate clearly with all affected employees and ensure that they are treated fairly;
2. we try to find ways of avoiding compulsory redundancies;
3. we consult with employees and with recognised trade unions **or** employee representatives; and
4. any selection for compulsory redundancy is undertaken fairly and reasonably.

# DVELOP

## **Avoiding compulsory redundancies**

Where we are proposing to make redundancies we will enter into consultation with all affected employees on an individual basis and, where appropriate, also with recognised trade unions or employee representatives.

In the first instance we will consider steps that might, depending on the circumstances, be taken to avoid the need for compulsory redundancies. Examples of such steps include:

1. reviewing the use of agency staff, self-employed contractors and consultants;
2. restricting recruitment in affected categories of employee and in those areas into which affected employees might be redeployed;
3. reducing overtime in affected departments to that needed to meet contractual commitments or provide essential services;
4. freezing salaries for a specified period;
5. considering the introduction of short-time working, job-sharing or other flexible working arrangements, where these are practicable;
6. identifying suitable alternative work that might be offered to potentially redundant employees;
7. inviting applications for early retirement or voluntary redundancy. In all cases the acceptance of a volunteer for redundancy will be a matter of our discretion and we reserve the right not to offer voluntary redundancy terms or to refuse an application where it is not in the interests of our business to do so.

Any measures adopted must not adversely affect our business and our ability to serve our customers.

# DVELOP

## **Making compulsory redundancies**

When it is not possible to avoid making compulsory redundancies, all affected employees and, where appropriate, recognised trade unions **or** employee representatives will be advised that compulsory redundancies cannot be avoided. They will be consulted on the procedure that will then be followed and the criteria that will be applied.

The criteria used to select those employees who will potentially be made redundant will be objective, transparent and fair and based on the skills required to meet our existing and anticipated business needs.

Those employees who have been provisionally selected for redundancy will be consulted with individually.

Where selection for redundancy is confirmed, employees selected for redundancy will be given notice of termination of employment in accordance with their contracts and written confirmation of the payments that they will receive.

We will continue to look for alternative employment for redundant employees and inform them of any vacancies that we have until their termination dates. The manner in which redundant employees will be invited to apply for and be interviewed for vacancies will be organised depending on the circumstances existing at the time. Alternative employment may be offered subject to a trial period where appropriate.



# DVELOP

## Retirement Policy (no fixed retirement age)

We currently have no fixed retirement age although this will be reviewed from time to time by our Board of Directors to reflect our business needs. We acknowledge that retirement is a matter of choice for individuals and will not pressurise staff into resigning because they have reached or are approaching a certain age.

Staff are free to retire whenever they choose or to seek alternative working patterns. For further information, see our Flexible Working Policy.

### **The purpose of the policy**

This policy aims to create a framework for workplace discussions, enabling you to express your preferences and expectations with regards to retirement and enabling us to plan for our business.

### **Discussing your future plans**

You or your manager may want to discuss your short, medium and long-term plans, as the need arises. For example, a promotion opportunity may arise, or, if your circumstances change, you may want a different working pattern or to stop work altogether. We need to plan for the business, and so may indicate to staff from time to time that it would be helpful to know what their plans are. There is no obligation for us or you to hold workplace discussions about your future plans, but it may be mutually beneficial to do so.

We will not make generalised assumptions that performance will decline with age, whether due to competence or health issues. If we think there are problems with your performance or ill-health, these will be dealt with in the usual way, through the Capability Procedure or Sickness Absence Policy.

# DVELP

If a workplace discussion takes place for the purposes described above, we will aim to make it as informal as possible.

During any workplace discussion:

1. we will not assume that you want to retire just because you are approaching a certain age, such as state pension age; and
2. we will not make discriminatory comments, suggesting that you should move on due to age.

If you indicate that you are thinking of retiring, you are free to change your mind at any time until you have actually given notice to terminate your employment.

Your employment or promotion prospects will not be prejudiced because you have expressed an interest in retiring or changing work patterns.

If you express an interest in moving to a more flexible working pattern or changing role, we will confirm that this is what you want before any action is taken which could affect your employment, such as a change to your role or responsibilities.

## **Giving notice of retirement**

If you have decided to retire, we would appreciate as much notice as possible, although you should give the company at least the notice you are obliged to give under your contract of employment.

**Thank you for taking the time to read this and understand how we like to work here at DVELP. We would like to officially welcome to the DVELP family - we're excited to have you join our team of amazing individuals!**

**DWELP**