

Employee Handbook

Welcome to SSGC

We are pleased that you have decided to accept our offer to work for SSGC Ltd and welcome you warmly to the company. We believe that this will be the beginning of a mutually beneficial relationship.

This handbook is designed to answer all your questions and to provide you with all the necessary forms that you might require during your employment therefore it is highly important you read this handbook carefully.

The Company has overall responsibility for the operation of this Employee Handbook and for ensuring that its policies and procedures comply with our legal obligations.

The Employee Handbook will be reviewed regularly to ensure that its provisions continue to meet our legal obligations and reflect best practice.

You should ensure that you are familiar with, and comply with, and support the policies and procedures. Questions about the content, comments, or proposals with regard to the handbook should be directed to your line manager or a director.

Handbook Status

This Employee Handbook does not form part of any contract of employment. The Company reserves the right to amend, update, or withdraw policies and procedures at its discretion.

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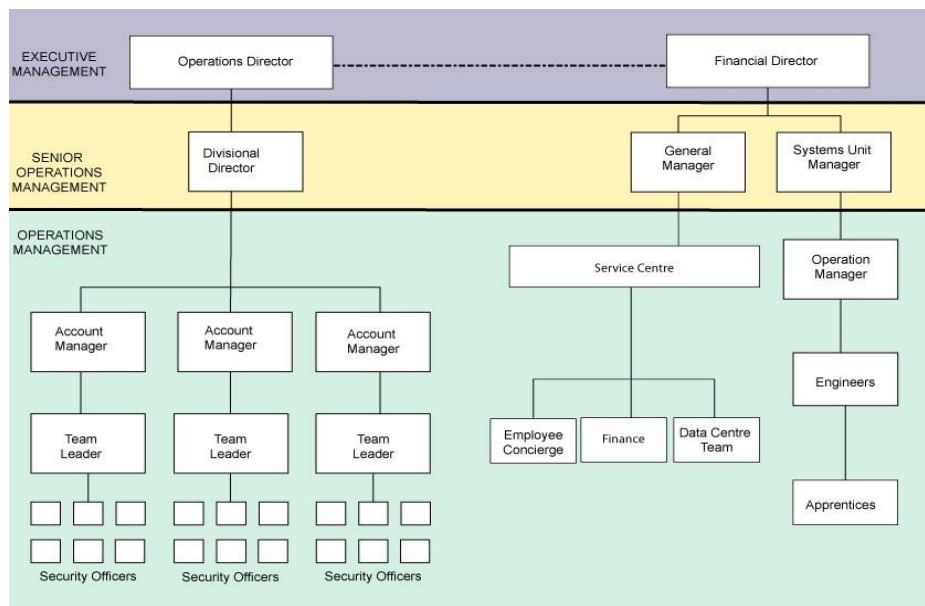
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1.1 Company Background

SSGC Ltd operates as a supplier of Risk and Security Management services for the private and public sector. Company deploys hundreds of staff nationally and operates through a divisional structure. The head office is based in Swindon: Unit 19, Kelvin Road, SN3 3JW.

Our philosophy is to bring to the security and risk arena the management discipline, methodologies, frameworks, and tools that are regularly used in other areas of business and couple these to specific security and risk competencies.

1.2 Organisation Chart



1.3 Mission Statement

The company's mission statement is as follows:

"Protecting our Partners – through the consistent delivery of an innovative risk and security management support service solution comprised of a highly developed portfolio of complimentary products."

2 Getting started

All new employees must complete a specific process before they can start working for the company. This process is created to protect your rights as an employee. By completing the procedures, you will be ensuring no inconveniences to yourself. Please note that by signing the Personal Reference and Employment

Agreement on your Application Form, you give us permission to investigate the aspects mentioned below. The information you provide us is confidential and can be subjected to third party verification for security screening purposes.

Induction Process Check List:

1. Form No 01 Application Form (online version: recruitment.ssg-net.com)
2. Form No 02 Starter Form
3. Tax P45/ P46 Forms
4. The right to work and live in the UK
5. Valid SIA licence (if applicable)
6. Photograph for your Company ID Card
7. Valid education, employment, unemployment and self-employment history for up to the past 5 years (depending on role) with no greater gaps than 28 days
8. Convictions for criminal offences, including motoring offences and pending actions if any
9. Providing details of bankruptcy proceedings and court judgements if any
10. Periods of residence abroad if any
11. Signing the following agreements:
 - a) Conditional Offer and Appendix to the conditional Offer (if applicable)
 - b) Form No 13 48-Hour Opt-Out

Any changes to your details must be reported to the Employees Concierge via the SSGC Iris app or by submitting a request at <https://www.ssgc-net.com/submit-a-request>.

Please be aware that we will hold 10% of your wages to a maximum of £75 until the induction procedures are completed. All requested documents related to the induction procedures should be sent in back to the Company. Once all the procedures are completed to our satisfaction, the amount we've held from your wages will be released.

The information you provide us is used only for security screening purposes and will remain confidential. Please be aware that all documentation can be exposed to ultraviolet scanning or other method of validation to deter authenticity. If any forgeries are discovered, we are obligated to notify the correct authorities. In addition, misrepresentation or failure to disclose material facts, either during application or throughout employment may constitute grounds for immediate dismissal and/or legal action.

Use of the SSGC Iris App

As a condition of employment, all employees are required to download, maintain access to, and use the SSGC Iris app. The app is the Company's primary system for managing operational, administrative, and employment-related activities.

The SSGC Iris app is used to:

- Book on and off shifts (time and attendance)
- View rotas and scheduled shifts
- Submit and manage holiday requests
- Access the digital Company Identity Card
- Submit accident and incident reports
- Access vital operational documents and required forms
- Update personal information where applicable

Employees are responsible for maintaining access to a suitable device and internet connection to use Company systems. Inability to access the SSGC Iris app due to personal device issues will not normally be accepted as a reason for non-compliance with Company procedures. Login details must not be shared with any other person.

Failure to correctly use the SSGC Iris app, including failure to clock in or out of shifts, may affect pay and may result in disciplinary action.

Failure to follow the Company's required digital processes may result in delays to pay, approvals, or requests and may lead to disciplinary action where appropriate.

Any technical issues with the app must be reported via the SSGC Iris app as soon as reasonably practicable. Temporary technical issues do not remove the employee's responsibility to comply with Company procedures.

Upon termination of employment, access to the SSGC Iris app and all associated systems, including the digital Company Identity Card, will be withdrawn.

2.1 Filling in Form No 02 Employee Starter Form

All new starters are required to ensure that the information submitted on their electronic starter form is completed accurately. The form will be sent to your email address for completion. This ensures that your wages are paid into the correct bank account and that your payslip is issued to the correct address.

If any of your personal details change during your employment (for example, your name, marital status, or bank details), you must notify Employees Concierge immediately to avoid any inconvenience. Changes must be submitted via the SSGC Iris app or by completing a request at <https://www.ssgc-net.com/submit-a-request>.

2.2 P45/P46

To make sure you are taxed correctly, you must provide us with a P45 or a P46 dating back no more than 3 months. Please ensure it is within the current financial year. If this is not done, the forms will be immediately rejected and sent back to you. Please send your P45/P46 to the Employee Concierge electronically in your SSGC Iris app or Employee Concierge portal.

You must submit electronically the original P45 document. Faxes, copies or internet printouts will not be accepted.

2.2.1 P46 – Employee without a P45 form

If you don't have a P45 because you're starting your first job or taking on a second job and do not want to give up your current one. This induction pack contains a form P46 to complete. It will provide us with information of your present circumstances. This document will ensure that the correct amount of tax will be deducted from your wages.

(Source : <http://www.hmrc.gov.uk/working/forms/payee-forms.htm>)

You can download a copy of a P46 form from the HMRC website. Bear in mind that filling in a P46 form incorrectly can affect your tax code.

2.3 Right to Live and Work in the UK

The Company will only employ workers who are legally entitled to work in the United Kingdom. All employees will be required to undertake an appropriate right to work check, regardless of their nationality, by reviewing appropriate immigration documents or by accessing an online right to work check.

Checks MUST be completed before starting employment with the company. Failure to deliver the correct documentation will expose the company to a fine and affect your right to work for us.

More information can be found on the government website.

2.4 SIA Licensing

If your employment with the company requires a SIA license, your SIA Licence must be valid. You must be able to state a valid SIA license number when you apply for employment. Working without an SIA license can be a criminal offence.

2.4.1 Renewing Your SIA License

You will receive a letter from the SIA stating that your SIA licence is about to expire about 3 months prior the expiry date. It is your responsibility to make sure your license gets renewed. The cost of your SIA license can vary and depend on your situation (discounts apply for license renewal if more than one license is held). We have a scheme in place that provides financial and administrative support. Financially we will support your SIA licence renewal by loaning you the application fee. The loan will be recovered over a period of 4

months. We can help you administer your application and ensure it is correctly completed and submitted. This service is free of charge and if you would like us to assist you in this process, you will need to sign an agreement to participate in SSGC's SIA Licensing Scheme.

Upon receiving your renewal letter from the SIA, please ensure you fill in an SIA Application form and submit it electronically via the Employee Concierge portal along with Form No 19 SIA Licensing Scheme Agreement which is included in your SSGC Iris app or Employee Concierge portal.

If your name or address has changed since your last successful application, please refer to the SIA website guidelines at www.sia.homeoffice.gov.uk

If you are going to renew your SIA licence yourself, you still need to notify us by signing the Self-Management Declaration part of Form No 19 SIA Licensing Scheme Agreement which is included in your SSGC Iris app or Employee Concierge portal and sending it to the Employee Concierge.

2.5 Photograph for Your Company ID (if applicable)

A dedicated company ID is a vital part of your uniform. Please make sure you meet the following criteria regarding the photograph you submit electronically.

The photo taken must be:

- Taken within the last month, a true likeness of you and of your full head
- In colour, not black and white, against a light grey or cream background
- Clear, in sharp focus, free from 'redeye' and have no shadow in it
- Free of any reflection or glare from glasses
- In good condition, not damaged, creased, torn or marked

You must:

- Face forward and look straight into the camera with your eyes open and nothing covering your face
- Look natural with no facial expressions e.g., smiling, grinning or frowning
- Have nothing covering your eyes e.g., hair or glasses frame
- Not wear sunglasses or tinted glasses
- Not wear a hat or cover your head unless for medical or religious reasons

Employees are required to upload and update their ID photograph directly via the SSGC Iris app.

2.6 Regarding your employment, unemployment, self-employment, and education history

You must be able to provide us with the following details regarding your past employment and education history for the past 5 years with no greater gaps than 28 days

1. Date of leaving full-time and secondary education. If you cease your secondary education during the screening, you must be able to provide us with a written record confirming your leaving date. If verification is not possible with the educational establishment, the date of leaving should be confirmed by the referees you've provided us with.
2. Details of other education
3. Periods and types of previous employment.
4. Reason for leaving previous employment
5. Periods of registered unemployment and self-employment

2.7 Convictions for Criminal Offences

If you have any cautions or criminal offences including motoring offences or pending actions, you must notify us immediately. It is important that you send all relevant documentation to the Employee Concierge in the electronically in your SSGC Iris app or Employee Concierge portal.

2.8 Bankruptcy Proceedings and Court Judgements

If you have any bankruptcy proceeding and/or court judgements, you are to notify us immediately and provide us with any relevant documents. The documents should be sent to the Employee Concierge in the electronically in your SSGC Iris app or Employee Concierge portal.

2.9 Periods of Residence Abroad

If at any time during the past 5 years you have resided abroad, you must provide us with the following details

1. Period of stay
2. Purpose of stay
3. Country where you stayed

In addition, you must send the Employee Concierge any relevant documentation such as VISA, work permit, wage slips, etc. The documents should be sent to the Employee Concierge in the electronically in your SSGC Iris app or Employee Concierge portal.

2.10 Signing the Agreements Related to Your Induction

The agreements stated below are part of your induction process. After reading, all contracts and induction-related agreements will be issued and signed electronically via SignRequest. Employees must ensure that all documents are completed and signed promptly in order to progress their induction and employment.. As a condition of employment, all employees are required to download and use the SSGC Iris app. The app is used to book on and off shifts, view rotas, submit and manage holiday requests, and access the digital Company Identity Card.

2.10.1 Conditional Offer / Contract of Employment

Before signing, please make yourself familiar with the conditional offer / Contract of Employment. This is important because the contract forms the basis of your relationship with SSGC Ltd.

2.10.2 Form No 13 48 Hour Opt-Out Agreement

If you are 18 years of age or above and wish to work more than 48 hours a week, you can choose to opt out of the 48-hour limit. This is voluntary and in writing. Please note that this is not part of the general Terms and Conditions of employment. You will not be penalised or treated unfairly for refusing to sign the 48 hour opt-out agreement.

You can cancel the opt-out agreement at any point by contacting the Employee Concierge and giving the company 7 days' notice [here](#).

(Source : <http://www.direct.gov.uk/en/Employment/Employees/WorkingHoursAndTimeOff/>)

2.11 Team Leader

If you are client based you will be assigned to a team leader, please make sure you learn their name and contact details. Your Team Leader will be your supervisor and first point of contact regarding your training, shifts and job locations.

2.12 Introduction to Employee Concierge

The employee concierge is a service dedicated to helping our employees with their queries. The Employee Concierge's mission is as follows:

"We are here to help you solve your problems, we will endeavour to respond to all queries within twenty-four hours and have resolution within seventy-two hours."

When engaging employee concierge, you are expected to behave in an orderly manner. The employee concierge is there to help you. When you call you will be prompted to clearly leave a message stating your name, employee number and telephone number so that someone can get back to you to help resolve your problem as soon as possible.

If your query is a lot more complicated than anticipated you may be required to submit it in writing either via email, post or fax. However, if this is necessary you will be informed by the concierge.

Contact details for the employee concierge:

Telephone: 0800 3689012

Enquiry form - <https://www.ssgc-net.com/submit-a-request>

3 Training

3.1 Training Types

All client based new employees will receive paid training that covers everything you need to know about working for SSGC. The structure of your training is as follows:

Part Section 1:

- Company Induction
- Company Administration
- Introduction to Security and Working Environment

Part Section 2:

- Assignment Instructions
- Entry & Exit Procedures
- Patrolling

Reporting
Stock Loss
Contact and Escalation
Policy & Procedures

P On-Going Training:
Know Your Job

P Specialist Training as required by the position / role

It is vital that you receive training against every aspect mentioned on the list above. For this purpose, we have provided a Training Record form. After your training has been completed you will be required to sign off, confirming that you have been sufficiently trained in all aspects of your role.

We encourage constant career development and possibilities for promotions. If you feel you would like further training, please discuss this with your Team Leader.

3.2 Training Clawback

The costs associated with Specialist Training, as detailed in your conditional offer or delivered after joining are subject to being reclaimed if they have been funded by the company. A clawback process may use either deductions or a claim against the individual as required.

If training is required, the Company will fund the training, but if you leave with less than 12 months of service, the company will deduct a portion of the cost of your training from your final pay on a sliding scale as follows:

- 0-3 months service = 100% of training cost deducted
- 3-6 months service = 50% of the training cost deducted
- 6-12 months service = 25% of training cost deducted

4 Staff appraisals

Four staff appraisals will be carried out on a regular basis by the Quality Manager (QM) or the Regional Supervisor, using JotForm as the appraisal tool.

5 Promotion

Our objective is to provide appropriate promotion prospects for our employees who demonstrate the skills and have the desire to progress within the Company. Any promotional aspects are evaluated and discussed during appraisals.

6 Details of employment

6.1 Job Location

Unless you have applied for a vacancy at a specific location, you will be assigned to a site by your Quality Manager once your employment has been confirmed. Some positions might involve attending 2 or more sites over the course of a brief period.

If you are asked to attend an alternative site than your normal place of work, you may be offered travel expenses, subject to HMRC regulations on travel expenses.

Please be aware that additional payments will only be made where the Company requests the employee to move. If a customer asks for the employee to be redeployed to another site, the site closes, or the employee requests a move, the Company will endeavour to make other work arrangements for the employee. If the alternative offered by the Company increases the employee's journey to work, it must be understood that no assistance will be offered towards the additional costs. The same is also true for employee's who move house. If the house move results in an increased journey to work, no additional help will be provided, and the employee's minimum journey distance will be increased proportionally.

6.2 Working Time

Working hours are managed by the Scheduling Team and can be discussed with your Quality Manager. Details of your contractual hours are detailed in your conditional offer / contract of employment.

Employees cannot be forced to work more than 48 hours a week on average - this is normally averaged over 17 weeks. You can work more than 48 hours in one week, if the average over 17 weeks is less than 48 hours per week.

(Source: <http://www.direct.gov.uk/en/Employment/Employees/WorkingHoursAndTimeOff>) Please refer to Form No 13 48 Hour Opt-Out Agreement.

6.3 Breaks

You have the right to take rest breaks during your shift (a 20-minute rest break if you are expected to work more than six hours in one period.). However, when your break takes place, it must be agreed with the site manager / your line manager.

6.4 Absence

When unexpectedly absent from work, you must immediately inform the Control Room by telephone at least 12 hours before the shift on the first day of absence, providing the reason for the absence and the expected duration. Failure to comply with this requirement could result in a site being unmanned and may lead to disciplinary action.

All absences must also be recorded by completing the relevant absence form via the SSGC Iris app or the Employee Concierge request portal, as applicable. It is essential that all required details are completed accurately.

The company does not cater for compassionate absences unless approved by your Quality Manager. Normally, compassionate leave pay will not exceed two days, except for Parental Bereavement Leave, where two weeks' absence is permitted. In all other circumstances, leave of absence will be unpaid.

Domestic absences will not be granted where the circumstances were foreseeable, or plans could have been made in advance. The Company reserves the right to offset any absence, other than a medically certified absence, against holiday entitlement.

After absences, employees could be expected to attend a 'Back to Work Interview' to discuss the reason and any long-term implications in which the Company could provide help or support

6.5 Sickness

If you become ill and must take time off work, you must inform your Manager/ control room at least 12 hours before the shift start time on the first day of absence with the following information:

- Nature of your illness
- Expected length of your absence from work
- Contact details

If you are absent from work because of sickness for seven consecutive days or more, you must produce a doctor's certificate. Further doctor's certificates are required for absences which exceed the period stated in the first certificate. Absences of fewer than seven consecutive days are to be self-certified.

You must submit electronically unless original documents are specifically requested certificate to the Employee Concierge.

If you are absent from work, you are entitled to Statutory Sick Pay (SSP) provided the relevant requirements are satisfied. For further information please contact Employee Concierge or visit the government website below: <https://www.gov.uk/statutory-sick-pay>

6.5.1 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 your line manager/ Control room to explain the reason for your absence, your Quality 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.

6.5.2 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).

You will be asked to agree that any report produced in connection with this examination may be disclosed to us and that we may discuss the contents of the report with our advisers and the relevant doctor.

6.6 Holidays

The Company's holiday year runs from 1st of January to 31st of December. You are entitled to accrue the statutory holiday entitlement; holiday accrues on a monthly basis, please refer to your conditional offer / contract of employment for further details.

Holiday entitlement for one holiday year must be taken in the same holiday year. You won't be able to carry over holidays from the previous year. In exceptional circumstances, and at the sole discretion of Management, accrued annual holiday entitlement in excess of statutory minimum may be carried over from one holiday year to the year at a maximum value of 5 days. You must obtain written permission from the General Manager to carry holiday into the next holiday year, and any carry over must be used before the end of March.

Please note that bank holidays are not paid holidays unless worked. You may book bank holidays from your holiday entitlement.

All holiday requests must be submitted at least 4 weeks prior to the commencement of holiday dates. Failure to do so will result in holiday request being denied.

All holiday requests must be submitted via the SSGC Iris app.

The above-mentioned process is very vital to getting your holidays authorised and paid. This also ensures you won't get accused of unnecessary absence.

If you need to cancel holidays that you have already booked, you must notify the Employee Concierge immediately. Holidays can be rejected for these reasons:

- App request is incomplete
- Less than 28 days' notice
- More than two consecutive weeks
- Less than two working weeks before holiday
- Holiday entitlement has been exceeded or no shift allowance
- Operational reasons
- Not enough accrued leave

6.7 Probation Period

For the duration of your probation period, please refer to your conditional offer / contract of employment. New employees are subjected to satisfactory vetting.

During this period your performance and conduct will be monitored. At the end of the probationary period your performance will be reviewed and, if found satisfactory, your appointment continued employment will be confirmed. However, if your work performance is not up to the required standard or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate the employment at any time.

We reserve the right not to apply our full contractual capability and disciplinary procedures during your probationary period.

During the first month of your employment, the Company or you may terminate your employment without notice.

After one month's service and up to the satisfactory completion of your probationary period, including any extension to this, either party may terminate your employment by giving one week's notice in writing.

6.8 Client relations

Our business involves the provision of service to clients, and because of this relationship, our clients, on rare occasions, require that an employee be removed from a job in accordance to their contract with us. In such circumstances we will investigate the reasons for such a request.

However, if our client maintains their stance, we will take all reasonable steps to ensure that alternative work is provided. If this is not possible, we may have no alternative but to terminate an individual's employment. This is separate from any concurrent disciplinary matter that may need to be addressed.

6.9 Disciplinary Procedures

Our aim is to encourage good working relationships between both parties of the contract. This can only be achieved through constant goodwill and communication between us and our employees. We hope that during your employment the use of disciplinary procedures will be unnecessary.

We recognise that occasionally problems may occur and that there should be a fair and clear procedure which sets out the action that will be taken in a constructive manner. This is in the hope of rectifying the situation when there has been a breach of the Company's rules. This may either be as a result of poor performance or unacceptable conduct.

The procedure is designed to establish the facts quickly, to deal consistently with disciplinary issues and to ensure everyone will get fair and unbiased treatment. No disciplinary action will be taken until the matter has been investigated.

At each stage you will have the opportunity to share your opinion and have the right to be accompanied if you wish throughout the formal process.

During the course of events the procedure will be followed stage by stage, the Company reserves the right to act accordingly with the seriousness of the offence, conduct or unsatisfactory performance. If appropriate, a written warning may be given to an employee without recourse to earlier stages of the procedure.

The Company reserves the right to discipline or dismiss you without following the Disciplinary Procedure if you have less than 24 months' continuous service.

6.9.1 On Site Discipline

If employees will not comply with the Managers instructions, they will be removed from their duties and control of the site will be taken over by the Manager.

The employee that has been removed will be asked to attend a meeting for the incident to be reviewed. All employees have the right to be accompanied to a formal disciplinary meeting.

Employees should attend the meeting in uniform.

If a manager feels the need to remove an employee from their duties, they are entitled to do so.

The Manager will inform the employee concierge immediately of their intended action.

In cases of serious allegations or misconduct the employee can be suspended without pay for a period of no more than one week whilst the matter is investigated.

6.9.2 The Procedure

STAGE 1 – Written Warning

If the offence is serious, or if there is no improvement in your standards from a previous informal meeting or if a further offence occurs, you will be given a Written Warning. This letter will include the reason for the warning, the standard of performance or behaviour to be achieved and a time period within which to improve. If there is no improvement after the stated period, a final written warning will be issued.

STAGE 2 – Final Written Warning

Should your conduct or performance not improve sufficiently within the time scale allocated, a further meeting will be organised and, if further disciplinary action is deemed necessary, a Final Written Warning will be issued, which could lead to dismissal. This means that any recurrence of the offence, other serious misconduct, or failure to improve performance within twenty-four months could lead to dismissal.

STAGE 4 – Dismissal

If there is no satisfactory improvement or in cases of gross misconduct, you will be issued with the appropriate notice of the Company's intention to terminate the contract of employment.

STAGE 5 – Appeal

At any stage of the formal disciplinary procedure, you have the right to appeal against management decisions by writing to the Employee Concierge within seven days of a meeting stating the reasons for the appeal. Decisions following the appeal are final.

6.9.3 Gross Misconduct

If after investigation it is clear that the behaviour, conduct or breach of rules are so serious that the employee renders the contract of employment unworkable, it may be necessary to dismiss the employee without notice. The list that follows illustrates the types of behaviour, which could be seen as gross misconduct. This list is not exhaustive and serves only as a guide:

- Theft.
- Wilful damage to Client or Company property (costs of such damage will be charged to the individual concerned).
- Bringing the Company into disrepute with a client or potential client.
- Fraud or deliberate falsification of records to deceive or make personal gain.
- Any act or omission with intent to deprive the Company of money or goods.
- Assault of any person whilst on Company premises or when acting on behalf of the Company.
- Incapacity for work due to being under the influence of alcohol or illegal drugs.
- Gross insubordination.
- Any wilful damage, reckless action or omission which constitutes serious danger to the health or safety of any person.
- Any sort of dishonesty, deceit, or gross lack of integrity.
- An employee's failure to perform duties to which the Company is contracted to its clients, such failure being likely to result in the client terminating the contract or claiming against the Company for its failure to fulfil the contract.

Whilst the alleged gross misconduct is being investigated the employee may be suspended without pay for a period of no more than one week. In cases where it is necessary to suspend for longer than one week, the Company may consider reinstating pay for the further period of suspension. If the subsequent investigation finds that the employee has been wrongfully accused, then the Company may consider reimbursement of monies lost.

6.10 Grievance Procedures

It is Company policy to ensure that any employee with a grievance has access to a procedure, which can lead to a speedy resolution of the grievance in a fair manner.

If you have a complaint or any issue regarding your employment which you are dissatisfied about you should first discuss it with your Quality Manager who should be able to resolve the matter. If this fails, you can take your grievance to Employee Concierge [here](#). However, you must present your problem in a written format.

When writing a grievance please make sure you include the following details:

1. Your Surname and Forename(s)
2. Your Employee Number
3. The name of your Team Leader
4. As many details resulting to your grievance as possible
5. Your desired outcome from the grievance

This will help us to deal with your grievance in a fair manner and as fast as possible.

After your grievance is processed a meeting will be arranged if needed. After the meeting, your problem will be assessed, and a solution is provided. If the solution is unsatisfactory to you, you have a right to appeal the decision within 7 calendar days of receiving the outcome. You have a right to be accompanied at all stages of the grievance procedure.

7 Time and attendance

1. The working week runs from Monday to Sunday. All hours worked are recorded through the time and attendance system operated via the SSGC Iris app. Employees must clock in at the start of their shift and clock out at the end of their shift using the app.

Hours recorded via the SSGC Iris app are the sole source used for payroll purposes. Failure to correctly clock in or out may result in delayed or incorrect payment and may lead to disciplinary action.

8 Wages

8.1 Pay Cycle and Pay Date

Once you are employed, please ensure you make yourself familiar with the company's pay cycle and pay date. This way you will know when you are getting paid, and which dates you are getting paid for. The pay cycle form is attached to your SSGC Iris app or Employee Concierge portal. Pay day is the 10th of each month, if the 10th falls on a weekend or bank holiday the payments will be made on the Friday before

8.2 Taxes and National Insurance

Most wages are subjected to taxes and National Insurance. More details can be found on the HMRC website.

The Company cannot alter any tax coding without authority from HMRC. It is your responsibility to notify HMRC of any changes affecting your tax circumstances. At the beginning of your employment, please ensure you submit electronically either a P45 or P46, whichever is most up to date on your present circumstances.

8.3 Overtime and Bank Holidays

You may be required to work overtime or bank holidays in accordance with your role. The relevant rate of pay will be confirmed to you at the time and may be subject to change. There is no obligation to pay a higher rate than you would usually receive for these days.

8.4 Advances

If you need your wages to be paid in advance, you need to request this from Employee Concierge. Your eligibility for advances is based on hours already worked not against hours scheduled to you. Please note that you are not eligible for advances during your probation period and all requests are subject to approval.

8.5 Deductions

Please note any overpaid wages can be claimed back at any time. You have a responsibility to inform us if you have been overpaid.

Deductions for Training when being dismissed or leaving within the defined Training Clawback period may be made as per the conditional offer and this Handbook.

8.6 Pension

We offer a pension scheme that complies with automatic enrolment legislation. Subject to minimum earnings levels, employees aged between 22 and State Pension age will be 'automatically enrolled' into the pension scheme when their postponement period ends. Employees also have the right to opt in during this period. We will automatically deduct the employee contributions payable from the employee's gross pay, add our employer contribution and pay the combined sum into the pension scheme on behalf of the employee.

Employees who must be automatically enrolled will have a period of one month, known as the 'opt out window', in which to opt out of the pension scheme. If they opt-out within one month on enrolment, all contributions will be refunded. If they opt out after one month, the contributions cannot be refunded.

The pension provider will provide full instructions on the opt out procedure and deadline. Employees must contact the pension provider directly to opt out, as this cannot be processed by us.

8.7 Expenses and Expense Claims

When claiming back expenses, you must complete the appropriate form and submit this to Employee Concierge. Please, make sure you fill in all details required and include all tickets, receipts, and invoices to support your claim. This is to ensure you are correctly repaid. Please note that all expense claims are subjected to approval.

8.8 Your Pay Slip

Your payslip states which types of events you've been paid for, what your pay rate is and how much you've been taxed. If there is something wrong with your pay, please contact the Employee Concierge. Please remember that if you work past midnight on the last day of your pay cycle (i.e. there is a midnight cut-off), you will get paid for the rest of the hours in your next set of wages.

Other things you might see on your backing sheet

- Deductions
- Approved Pay Only

Please notify the Employee Concierge if you have any queries.

Payslips are issued in electronic format, are password protected, and will be emailed to your registered email address.

8.9 Pay Query

If for some reason your wages or a part of your wages has not been paid on time into your bank account, please contact the Employee Concierge [here](#). Make sure you have your pay slip, backing sheet and other supporting documentation ready, so we can help you more efficiently.

Here are the common reasons, why your wages might not have been paid on time:

Reason	Solution
Induction Checklist NOT completed	Complete Induction Checklist
We have not received confirmation of your hours	Ensure you are clocking in and out of all shifts and you are signing on the site log sheets
There is an error in your bank details	Make sure you provide us with correct details when filling in your Starter Form and if your details change during employment let Employee Concierge know immediately
Your shifts have not been signed off	Needs further investigation

9 Onsite instructions

Your job title is declared and detailed on your Contract of Employment. You are expected to perform all acts, duties and obligations and comply with any additional orders which are consistent with your position.

From time to time, you will be asked to perform duties normally undertaken by others or to take on different or additional duties; however, you will not be assigned to duties which you cannot reasonably perform. Any additional instruction and/or training will be provided if necessary.

Duties and obligations may vary between different locations; however, there are certain aspects which should be considered as general conduct and apply everywhere in the Company.

9.1 Arriving for Duty

Punctuality is expected from all employees. It is encouraged that you arrive for duty at least 15 minutes prior to your actual shift start time: however, you will not get paid for these additional 15 minutes. This time should be reserved for you to receive any instructions from the site manager.

9.2 Physical Appearance

Dress code if you are based in the head office is professional. You should make sure you are aware of any dress codes when attending any on-site meetings; and that you take account of any health and safety requirements.

Employees who are site based are expected to keep their appearance professional when on site. You are a representative of SSGC whether in uniform or out of uniform. Especially when in uniform you are expected to pay attention to the following details:

9.2.1 Personal Hygiene and Grooming

All employees are expected to pay attention and maintain their personal hygiene and to appear well-groomed at all times.

9.2.2 Jewellery

A small amount of jewellery may be worn with discretion. You may be asked to remove anything that is considered to be excessive or inappropriate whilst on site.

9.2.3 Footwear

Guards should wear clean and polished black shoes. Please note that footwear is not included in the standard uniform kit.

9.2.4 Identity Card

All employees are issued with a digital Company Identity Card, available via the SSGC app. The Identity Card must be accessible and presented on site at all times.

9.2.5 SIA Licence Badge

All employees with a SIA License must wear their SIA licence badge on site at all times.

9.2.6 Uniforms

You will be provided with a uniform kit as a part of your SSGC Iris app or Employee Concierge portal. We will be enquiring your size as part of the induction process. Please see the following chart for advice:

Charts show body measurements, the garments will be larger to allow for ease of movement. Check your measurements against the chart to find your size. When measuring stand normally and do not pull the tape too tight.

Unisex Sizes

S	M	L	XL	XXL	XXXL	
36	38 40	42 44	46 48	50 52	54 56	Chest (ins)
30	32 34	36 38	40 42	44 46	48 50	Waist (ins)

Ladies Sizes

8	10	12	14	16	18	20	22	24	
32	34	36	38	40	42	44	46	48	Bust(ins)
24	26	28	30	32	34	36	38	40	Waist (ins)
34	36	38	40	42	44	46	48	50	Hips (ins)

Cap Sizes

S	M	L	XL	
53 54 55	56 57 58	59 60 61	62 63	(cm)
6 1/2 6 5/8 6 3/4	6 7/8 7 7 1/8	7 1/4 7 3/8 7 1/2	7 5/8 7 3/4	(ins)

Checklist for Men

CHECKLIST FOR MEN

Collar

Measure around the neck without pulling the tape tight (or check the label on a favourite shirt).

Chest

Standing normally measure around the fullest part of your chest

Waist

Measure where your trouser waistband normally sits

Inside Leg

Standing normally get someone to measure your trousers from the Crotch seam to the hem (or measure a favourite pair of trousers that fit you well)

Cap

Measure around the head in centimetres and check against the chart

Checklist for Women

CHECKLIST FOR WOMEN

Bust

Measure around the fullest part making sure the tape is level across your shoulder blades

Waist

Measure your natural waistline without pulling the tape tight

Hips

Measure the fullest part of your hips keeping the tape level

Inside Leg

Standing normally get someone to measure your trousers from the crotch seam to the hem (or measure a favourite pair of trousers that fit you well)

Cap

Measure around the head in centimetres and check against the chart

The company has 5 dedicated uniform kits, all of which are listed below. You will be assigned to a kit once your employment commences.

Uniform Kit 1

- 2x Pilot Shirts
- 1x Trousers
- 1x Jumper
- 1x Tie

Uniform Kit 2

- 4x Pilot Shirts
- 2x Trousers
- 2x Jumper
- 2x Tie

Uniform Kit 3 (Branded)

- 2x Pilot Shirts
- 1x Trousers
- 1x Jumper
- 1x Tie

Uniform Kit 4 (Branded)

- 4x Pilot Shirts
- 2x Trousers
- 2x Jumper
- 2x Tie
-

Uniform Kit 5 (Branded)

- 4x Pilot Shirts
- 2x Trousers
- 2x Blazer
- 2x Tie

Additional Personal Protection Equipment

- Safety Shoes
- High Visibility Vest
- High Visibility Jacket
- Hard Hat
- Safety Glasses Safety
- Gloves

- Lone Worker Device Stab Vest

To ensure you have received the correct kit and everything is included, you are required to sign Form No 12 Uniform Checklist. If you are missing items of uniform kit, please contact the Employee Concierge immediately.

Please, take good care of your uniform by maintaining and keeping it presentable as it is company property and must be returned in good condition if needed. If any mistreatment is discovered, the cost of the mistreated item will be deducted from your wages.

Employees must always wear a full freshly laundered uniform when on site. Please follow the cleaning instructions on each piece of clothing. This will prolong the lifespan of your uniform.

9.3 Machinery and Equipment

You must not attempt to operate any machinery or equipment unless shown how to do so beforehand, neither must you wilfully interfere with or misuse any equipment. Personal use of any Company equipment or machinery is only permitted with permission from your manager. If you receive any special equipment from the company, it is to be treated with care and respect. The equipment remains company property, and it is given to you to help you with your job. If any mistreatment or failure to report damage or defects is discovered, the cost of the equipment will be deducted from your wages.

9.4 Weapons

Employees must not carry or be in possession of any weapon or any item that may be construed as a weapon without lawful excuse. Any employee found to be in possession of such a weapon, imitation or other will be liable to instant dismissal and face possible criminal charges.

9.5 Personal Property

If you choose to bring personal property such as a mobile phone to the site, it must be left in a locker either switched off or on silent mode. The company accepts no liability for personal property. Please note that the company will not compensate any broken or stolen personal property.

9.6 Behaviour

All employees are expected to behave professionally and respectfully towards their supervisor, co-workers, the client's staff, the client's customers, and associates. You represent the company and therefore you must behave accordingly. Any breaches to this policy will be dealt with under our Disciplinary Procedure.

9.7 Smoking

Employees are not permitted to smoke whilst in Company premises or Company vehicles. Designated areas for smoking are to be used at all times whilst on clients' premises. This includes anything that can be smoked, including but not limited to cigarettes, e-cigarettes, herbal cigarettes, pipes.

9.8 Never Handle Cash

Employees must never handle cash. You can however be an escort to the client's staff if they need to carry cash from one place to another but only if it is asked from you by the site manager.

9.9 Client Property

You are advised not to take any items that belong to the site unless you have a written permission to do so.

9.10 Client Confidentiality

All client related matters must remain confidential. Failure to do so will be dealt with under our Disciplinary procedure.

10 Incidents

Incidents should be reported daily. Any suspicious and/or dishonest behaviour by customers, staff or store manager should be notified immediately.

To report incidents, employees must complete the Incident Report Form via the SSGC Iris app. All reports must be completed accurately and submitted through the app. Employees are advised to retain a copy or confirmation of submission for their own records.

10.1 Serious Incidents

Incidents involving violence or threats should be reported immediately to both your Quality Manager and the Store Manager. These types of incidents are serious and should be reported immediately.

10.2 Health and Safety

A report regarding Health and Safety breaches should also be completed as soon as the incident occur. The Site Manager should also be notified. For full details please see our Health and Safety policy, which can be found on our website.

10.3 Accidents

Accidents involving yourself or members of the public must be recorded. Employees are required to complete the Accident Report Form, which is available on the SSGC Iris app. The completed form must be submitted to Employees Concierge via the app.

10.3.1 How to report an incident or an accident

All details relating to an incident or accident must be completed using the dedicated report available via the SSGC Iris App.

When completing a form, you must remain as objective as possible. The report should contain facts not personal opinions. Minimum requirements are as follows:

1. Your name and employee number
2. Date and time when incident/accident occurred
3. The location and store where incident/accident occurred
4. Brief description of the incident/accident, for example:
 - a. Events leading up to the incident or accident etc
5. Name(s) of person(s) involved
6. Telephone number(s) of person(s) involved
7. What part the person(s) played in the incident/accident
8. Details of recovered stock
9. What actions were taken, for example:
 - a. Whether back-up such as an ambulance or the police was called
 - b. If ambulance help is refused, then this should also be reported

11 Leaving the company

11.1 Resigning and notice

During your probation period your employment is terminable on one weeks' notice. After your probationary period is over you may terminate your contract of employment by giving the Company written notice as stated in your contract of employment.

You can complete the enquiry form here selecting leaver and provide all details of your resignation [here](#).

In cases of gross misconduct, notice is not required from the Company.

No outstanding wages will be processed until all company property (for example, uniform kit) has been returned. Access to the SSGC Iris app, including the digital Company Identity Card, will be withdrawn upon termination of employment. Failure to return any part of the company property will result in the cost of the missing items being deducted from your final wages or a charge being levied if final wages are insufficient to cover the cost. Also, if the company property has suffered from mistreatment, we will deduct the amount of the mistreated item from your final wages. If you resign during your probation period, the money held back during vetting will not be returned.

The company reserves the right to pursue in small claims court if necessary.

If on the termination of your employment you have exceeded your accrued holiday entitlement, this excess will be deducted from any sums due to you. If you have holiday entitlement still owing the Company may, at its sole discretion require you to take your holiday during your notice period or may pay you a sum in lieu of accrued holiday.

The Company reserves the right to make a payment in lieu of notice for all or any part of your notice period upon the termination of your employment, regardless of whether notice to terminate the contract is given by you or the Company.

11.2 Redundancy

As far as is practicable the Company is committed to maintaining job security for employees. Redundancy occurs when the work you currently do is no longer needed, which may be due to a site closing down or the requirement to move to a location that is not within reasonable travelling distance for you. On all occasions the Company will try to avoid the need for compulsory redundancies and will endeavour to offer those employees affected the opportunity to transfer to other suitable roles.

A number of legal provisions exist to protect and compensate you in the event of redundancy, which the Company is committed to uphold.

12 Forms and other relevant documentation

SSGC operates a primarily digital system for employment-related forms and documentation. Employees are required to access, complete, and submit forms electronically using the SSGC Iris app and, where applicable, the Employee Concierge request portal.

All vital operational documents, forms, and records required during employment are available via the SSGC Iris app. Employees are responsible for ensuring that forms are completed accurately and submitted promptly. Forms that are incomplete or contain insufficient information may be rejected and returned for correction.

Where submission via the app is required, paper copies will not normally be accepted. Employees should retain copies or confirmation of submitted forms for their own records.

The following forms and processes are completed electronically:

- Form No 02 – Employee Starter Form
Completed electronically via a link issued to the employee's email address.
- Form No 03 – Change of Personal Details
Submitted via the Employee Concierge request portal:
<https://www.ssgc-net.com/submit-a-request>
- Holiday Requests
Submitted exclusively via the SSGC Iris app.
- Absence and Related Requests
Submitted via the Employee Concierge request portal where applicable.
- Form No 07 – Incident Report
Completed and submitted via the SSGC Iris app.
- Form No 08 – Accident Report
Completed and submitted via the SSGC Iris app.
- Notice Period / Resignation / Leaver Requests
Submitted via the Employee Concierge request portal.
- Form No 12 – Uniform Checklist
Submitted via the Employee Concierge request portal.
- Form No 14 – Appraisal Form
Completed electronically as part of the appraisal process.
- Form No 17 – Expenses Claim Form
Submitted via the Employee Concierge request portal, with supporting receipts uploaded where required.
- Form No 19 – SIA Licensing Scheme Agreement
Submitted via the Employee Concierge request portal.

If an employee is unable to locate a required form or document, they must contact the Employee Concierge for assistance. Employees are expected to familiarise themselves with the use of digital forms and systems as part of their employment responsibilities.

Failure to follow the correct digital submission processes may result in delays to requests, payments, or approvals.

13 SSGC Policies

13.1 Flexible working

If the regular working pattern doesn't work for you, you can make a request to change it from your first day with us, you can submit a formal request to change your working hours/pattern. You can submit up to 2 requests within a 12-month period.

We will consider all requests, taking into account the business needs and your colleagues.

If you make a formal request

- Put it in writing, email is fine
- Tell us when it needs to be effective from
- Explain how you think we can overcome any challenges

What is the procedure for handling my application?

We are going to want to have a conversation with you and your line manager which we commit to do within 28 days of the application. If this needs to be extended the line manager will notify you in writing. We will make sure the time and place of the discussion will be convenient to both you and the line manager.

Once a decision has been reached, we will let you know within 14 days of the conversation. If everything is agreed, we will write and confirm the details of any variation to contract and the date this will take effect.

If we cannot agree to your request, we will let you know why, based on the following reasons:

- A burden of additional cost on the Company
- A detrimental effect on the Company's ability to meet customer demand
- An inability to re-organise work among existing staff
- An inability to recruit additional staff
- A detrimental effect on quality
- A detrimental effect on performance
- Insufficient levels of work during the periods of proposed work

- A planned structural change

An employee may appeal against this decision within 7 calendar days. The notice of appeal must be in writing, setting out the grounds for the appeal. An independent manager will be appointed to hear the appeal.

13.2 Maternity Leave

You must notify us as soon as possible of your pregnancy to enable us to ensure that, where appropriate, any reasonable steps are taken to ensure the safety of yourself and your unborn child and that you are not subject to any unnecessary risks.

To qualify for maternity leave we require that you notify us in writing of your pregnancy; your expected week of childbirth (EWC); and the date on which you intend your ordinary maternity leave period to start, which can be any time from the 11th week before the EWC.

You must provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth. The notice must be given to the Employee Concierge.

An informal meeting will then be arranged with you to ensure you are aware of your entitlements and the processes involved. The meeting will include a discussion on the following points:

- The amount of leave you can take *and* the payment arrangements.
- The information that we will need from you to process your maternity leave.
- Time off for ante natal appointments.
- Risk assessments to ensure your role does not pose a risk to your, or your baby's, health, and safety.
- Your right to return after maternity leave to the same or a similar role.
- The opportunity to request flexible working and how a request should be made.

13.2.1 Time off for ante-natal care

If you are pregnant, you are entitled to reasonable paid time off during normal working hours to receive ante-natal care. You should give as much notice as possible of the appointment.

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

A certificate from the doctor, midwife or health visitor stating that you are pregnant, and an appointment card.

13.2.2 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.

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

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.

13.2.3 Health and Safety

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

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

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

13.2.4 Entitlement to maternity leave

You are entitled to 52 weeks' maternity leave in total, broken down as follows:

- 26 weeks' ordinary maternity leave (OML).
- Additional maternity leave that starts immediately after ordinary maternity leave and continues for a further 26 weeks (AML).

13.2.5 Starting maternity leave

You can start maternity leave between the beginning of the 11th week before the EWC and the day of the birth and you must notify us of the date you wish to start maternity leave. You may then change the date you wish maternity leave to start by giving us at least 28 days' notice, if you have complied with the notification requirements set out above. Any application for a date change should be made in writing.

Compulsory maternity leave commences on the day after the childbirth occurs. Its purpose is to ensure that you have at least a two-week period of leave after the birth of your baby.

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

If you give birth before your maternity leave was due to start, you must let us know the date of the birth in writing as soon as possible. The law prohibits you from working during the two weeks following childbirth.

13.2.6 Maternity pay

Statutory Maternity Pay (SMP) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch as below). You are entitled to SMP if:

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

Payment will be made at the rate of 90% of your average earnings for the first six weeks of leave and then up to 33 weeks at the Standard Rate of SMP or 90% of your average weekly earnings (whichever is lower).

13.2.7 Keeping in touch (KIT) days

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 (Keeping in Touch Days). A Keep in Touch Day needs to be agreed in advance with your line manager. You are not obliged to undertake any such work during maternity leave, and there is no obligation for the Company to accept a request for a Keep in Touch Day. In any case, you must not work in the two weeks following birth.

You will be paid at your normal basic rate of pay for time spent working on a Keeping in Touch Day and this will be inclusive of any maternity pay entitlement.

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

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

13.2.8 Contractual benefits

Your normal terms and conditions of employment will continue during your ordinary maternity leave period and your additional maternity leave period, with the exception of pay.

13.2.9 Holidays

You will continue to accrue holidays whilst you are on maternity leave. As these holidays cannot be taken whilst you are on maternity leave, it is important for us to discuss and agree the arrangements for the taking of these holidays.

13.2.10 Pension

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 let us know.

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.

13.2.11 Redundancies during maternity leave

Employees on maternity leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

13.2.12 Returning to work

Once you have notified us in writing of your Intended Start Date, we shall confirm in writing your Expected Return Date.

If you wish to make any changes to your return date, you must give us eight weeks' prior notice.

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.

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

- a. request unpaid parental leave, giving us as much notice as possible but not less than 21 days; or
- b. 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.

13.2.12 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.

13.2.13 Your rights when you return

You are normally 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.

13.2.14 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. You 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.

13.3 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:

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

Your intended leave is for the purpose of caring for the child, or supporting the child's mother, adopter, or co-adopter in caring for the child.

13.3.1 Timing and length of paternity leave

OPL must be taken as a period of either one week, two consecutive weeks or two non-consecutive single weeks of leave.

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

- In birth cases, within 56 days of the child's birth, or if 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.
- In adoption cases, within 56 days of the child's placement.

13.3.2 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:

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

You must notify us before the 14th week prior to the Expected Week of Childbirth (or, if this is not possible, as soon as you can). We may require a signed declaration from you that you are taking 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.

13.3.3 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:

- The date on which you and/or your spouse, civil partner or Partner were notified of having been matched with the child, together with the Expected Placement Date;
- Whether you intend to take one week's leave or two consecutive weeks' leave, and
- When you would like to start your leave. You can state that your leave will start on:
- The day on which the child is placed with you or the adopter;
- A day which is a specified number of days after the child's placement; or
- 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.

13.3.4 Changing the dates of OPL

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:

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

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:

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

13.3.5 Statutory paternity pay

In this paragraph, Relevant Period means:

In birth cases, the eight weeks ending immediately before the 14th week before the Expected Week of Childbirth.

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

If you take 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.

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

13.3.5 Terms and conditions during OPL

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

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

13.3.6 Pensions

During OPL, 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 paternity leave, provided that you continue to make contributions based on the paternity pay you are receiving. If you wish to increase your contributions to make up any shortfall from those based on your normal salary, you should inform your line manager in writing.

13.3.7 Returning to work

You are normally entitled to return to work following OPL 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 with a period of:

- Shared parental leave; or
- Parental leave of more than four weeks,
- It is not reasonably practicable for you to return to the same job; we will offer you a suitable and appropriate alternative position.

We will deal with any requests by employees to change their working patterns (such as working part-time) after paternity leave on a case-by-case basis. We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business.

It is helpful if requests are made as early as possible.

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 OSPP.

13.4 Shared parental leave

This policy outlines the Company's stance on employee entitlement to take shared parental leave; an explanation of the available entitlements and the procedures employees should follow in order to take leave. Shared parental leave may be taken in the case of both births and adoptions. This policy uses the word 'parent' to describe employees in both birth and adoption circumstances.

Any employee wishing to take shared parental leave should inform their line manager at the earliest possible opportunity so that their entitlement can be explained to them. Due to the flexibility of the shared parental leave system, it is essential that employees understand the procedural requirements involved in taking such leave.

The essential features of shared parental leave (SPL) are:

- Eligible employees will be able to bring maternity leave to an early end and share the remaining leave entitlement
- Eligible employees will have a certain amount of flexibility to decide which parent takes leave and when, including being on leave at the same time
- The maximum amount of leave to be shared is 50 weeks
- Leave may be taken in minimum blocks of one week
- Eligible employees may make up to three requests for leave, including any changes to previously booked leave
- A request for a continuous period of leave becomes fixed
- A request for discontinuous leave is subject to agreement with the Company.

13.4.1 Eligibility requirements

In order to take SPL, both the employee and their partner must meet certain eligibility criteria.

You must:

- Be the mother, father, or main adopter of the child, or the partner of the mother or main adopter;

- Have 26 weeks' service at the end of the 15th week before the expected week of childbirth (EWC);
- Have a partner who meets the employment and earnings test (see below);
- Share the primary responsibility for the child with the other parent at the time of the birth;
- Have made the required notifications in respect of their entitlement and have provided the necessary declarations and evidence; and
- Be working for the Company until the week before any leave is taken.

13.4.2 Employment and earnings test

Your partner must have, in the 66 weeks before the EWC, worked for at least 26 weeks and earned on average at least £30 a week in any 13 weeks.

13.4.3 Amount and timing of SPL

Parents cannot take more than 52 weeks of leave in total, made up of maternity or adoption leave and shared parental leave, but excluding paternity leave, which is a standalone entitlement.

If the mother is entitled to statutory maternity/adoption pay/maternity allowance but not maternity/adoption leave, the maximum number of weeks of shared parental leave to be taken is the remainder of 52 weeks minus the number of weeks' pay received.

Mothers are not able to share the compulsory maternity leave entitlement of two weeks (or four weeks if the mother works in a factory environment). This is a statutory requirement enabling the employee to recover from the birth and is to be taken exclusively by her. Correspondingly, adopters may share a maximum of 50 weeks' leave.

Shared parental leave can only be taken in minimum blocks of one week; it is not possible to take a day's shared parental leave.

13.4.4 Entitlement to Shared Parental Pay

Shared Parental Pay (ShPP) can be paid to both parents for a maximum of 39 weeks in total. This includes any weeks in which statutory maternity or adoption pay was received, and the timing of pay will be decided between the parents.

To be eligible to receive ShPP, you must:

- Have been continuously employed for at least 26 weeks up to and including the “qualifying week” (the 15th week prior to the expected week of childbirth or placement for adoption);
- Have average earnings not less than the lower earnings limit calculated over the eight weeks prior to the qualifying week; and
- Comply with the notification requirements.
- All ShPP is paid at the lower of the statutory rate set by the government or 90 per cent of the employee’s normal weekly earnings.

13.4.5 Notification requirements

At least eight weeks before any leave is to be taken, the employee must provide the following information:

- Name of employee;
- Name of partner;
- The start and end dates of maternity/adoption leave (or pay if employee was not entitled to leave);
- The total amount of shared parental leave available;
- The expected week of childbirth/placement (or the actual date of birth/placement if this has taken place); and
- A non-binding indication of how the employee and their partner think they will split and take shared parental leave.

If you are the mother, you must also provide a signed declaration confirming that you meet the eligibility requirements for taking leave and produce a signed declaration from the other parent confirming:

- His/her name and address;
- That he/she meets the eligibility requirements;
- That he/she consents to the employee taking the amount of leave it has been notified they intend to take;
- That he/she permits the Company to process his/her information; and
- That immediate notification will be made if any of the eligibility requirements cease to be met.

13.4.6 Curtailment notice

Maternity/adoption leave must be curtailed (ended early) if shared parental leave is to be taken. The mother/main adopter must inform the Company that maternity/adoption leave will be brought to an end by providing a curtailment notice at the same time as the notice of entitlement is provided. The curtailment

notice will give eight weeks' notice of leave (or pay in the event that the employee is not entitled to leave) being brought to an early end.

A notice of curtailment can only be revoked in the following specific circumstances:

- Where it is discovered in the eight weeks following the notice that neither the mother/adopter nor their partner has any entitlement to shared parental leave or pay;
- In the event of the death of the partner; or
- If the notice was given before the birth, and the mother revokes her maternity leave curtailment notice in the six weeks following the birth.

13.4.7 Notice to take a specific period of SPL and ShPP

Although an indication of leave dates will have been given in previous notices, a period of leave is not fixed (unless stated to the contrary) until a period of leave notice is submitted. A maximum of three period of leave notices are permitted, which will include any notices to amend a period of leave already booked. A period of leave notice gives eight weeks' notice to the Company that you intend to take leave on the specified dates. The date that leave will start should be given unless the period of leave notice is given before the birth of a child, in which case the start date may be expressed as, for example, 'two weeks' after the birth, to last for 'four weeks'.

You should also indicate in this notice whether you intend to allocate ShPP to the period of leave.

It is important that all of the relevant information is provided according to the set timelines. If it is not, the Company cannot guarantee that the leave will be granted.

13.4.8 Confirmation of SPL and ShPP

If you request one continuous block of leave in a period of leave notice, you are entitled to take this period of leave, and we will confirm the dates to you in writing.

However, if you request more than one period of leave i.e., discontinuous blocks of leave in one period of leave notice, the Company will make a decision on whether this can be accommodated. We may arrange a meeting with you at which the request will be discussed with you. The outcome of the request will be one of the following:

- Agreement to the request;
- Proposal of alternative leave dates; or
- Refusal of the request.

If no agreement can be reached within two weeks of the period of leave notice being submitted, the default provisions will apply which means you are able to withdraw the request any time up to the 15th day after it was made.

If the request is not withdrawn, you can take the leave in one continuous block to start on the first date of leave specified in the notice. Alternatively, the leave can be taken in one block on a new date notified by you within 19 days of the original request.

13.4.9 Varying a period of leave

Once a period of leave notice has been submitted, you may change the dates on which leave is to be taken by submitting a request to vary a period of leave giving eight weeks' notice. These notice provisions are waived in the event of an early birth, and your leave will start the same length of time after the birth as it would have started had the baby not come early. In this case, notice should be given as soon as reasonably practicable. In all other cases, the following applies:

- in this case notice to vary the start date should be given as soon as reasonably practicable after the birth of the child;
- In order to change the start date of leave, you must give eight weeks' notice counted back from the earlier of either the original date or the new date; or
- To change the duration of a period of leave, you must give eight weeks' notice of the original start date.

You may also request that a continuous period of leave is separated into a discontinuous period, or that a discontinuous period is consolidated into a continuous period.

Submitting a variation notice will count towards your maximum three notices unless it is made as a result of the child being born earlier or later than the expected week of childbirth.

If you are submitting a variation notice subsequent to a request to do so by the Company, it will not count as one of the maximum three notices.

13.4.10 'SPLIT' days

During shared parental leave, you may work for up to 20 shared parental leave 'in touch' days (SPLIT days) without statutory payments being affected. We recognise the benefit of SPLIT days and encourage you to use them, however, they are optional, you are not obliged to use them, and we are not obliged to permit them.

You will be paid at normal rate for work on a SPLIT day. Any work done on one day will count as one SPLIT Day.

Your entitlement to 20 SPLIT days is not affected by your entitlement to 10 KIT days during maternity or adoption leave.

13.4.11 Terms and conditions during SPL

You will continue to receive all contractual benefits (with the exception of salary) during shared parental leave. For clarity, your holiday entitlement will continue to accrue during SPL in the same way as if you were not absent.

13.4.12 Returning from SPL

Employees who wish to amend the date on which they are to return to work after shared parental leave must give eight weeks' notice of the original end date and the new end date, whichever is earlier.

After SPL, provided the total amount of leave taken by you (including maternity leave) does not exceed 26 weeks, you are entitled to return to the same job on the same terms and conditions of employment as if they had not been absent.

When you are considering your return to work, for reasons related to childcare, you may request a change to your previous working arrangements. Any such request will be considered in line with the operational requirements of the Company and there is no automatic right to return to work on altered conditions.

13.5 Adoption

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

Adoption leave is only available if you are adopting through a UK adoption agency. It is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative. You are entitled to adoption leave if you meet all the following conditions:

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

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

13.5.1 Notification of intention to take leave

You must give us notice in writing of:

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

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

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

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

13.5.2 Starting adoption leave

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

You must notify the Company of your Intended Start Date in writing in accordance with the adoption leave notification requirements set out in this section. The Company will then write to you to confirm the date on which you will be expected to return to work if you take your full entitlement to adoption leave (Expected Return Date).

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

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

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

13.5.3 Statutory Adoption Pay

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

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

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

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

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

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

13.5.4 Terms and conditions during OAL and AAL

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

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

13.5.5 Pensions

During OAL and any further period of paid adoption 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 adoption leave provided that you continue to make contributions based on the adoption 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 inform your line manager in writing.

During unpaid AAL 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.

13.5.6 Redundancies during adoption leave

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

13.5.7 Disrupted adoption

Adoption leave is disrupted if it has started, but:

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

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

13.5.8 Keeping in touch

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

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

13.5.9 Expected Return Date

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

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

13.5.10 Returning early

If you wish to return to work earlier than the Expected Return Date, you must give us at least eight weeks' notice. It is helpful if you give this notice in writing. If you do not give enough notice, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.

13.5.11 Returning late

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

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

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

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

13.5.12 Deciding not to return

If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of adoption leave left to run when you give notice must be at least equal to your contractual notice period; otherwise, we may require you to return to work for the remainder of the notice period. Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement. This does not affect your right to receive SAP.

13.5.13 Your rights when you return

You are normally 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 AAL 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.

13.5.14 Returning to work part-time

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

13.6 Parental leave

The law recognises and we respect that there will be occasions when working parents wish to take time off work to care for or spend time with their child or children.

This policy reflects the statutory right of employees with at least one year's continuous service to take up to 18 weeks' unpaid parental leave in respect of each child. No-one will be subjected to a detriment for taking or seeking to take parental leave in accordance with this policy. It does not apply to agency workers or contractors.

13.6.1 Entitlement to parental leave

Any parental leave that employees take in relation to a child while working for another employer counts towards their 18-week entitlement. If you have taken parental leave in relation to a child during previous or concurrent employment, you should provide details to your line manager.

To take a period of parental leave in relation to a child, you must:

- Have at least one year's continuous employment;
- Have or expect to have responsibility for the child; and
- Be taking the leave to spend time with or otherwise care for the child.

You have responsibility for a child if you:

- Are the child's biological mother or father (whether or not you are living with the child);
- Are the child's adoptive parent; or

- Otherwise have legal parental responsibility for the child. For example, if you are the child's guardian.

13.6.2 Timing of parental leave

You can only take parental leave before the child's 18th birthday.

Unless the leave is to be taken in respect of a child entitled to a disability living allowance, you:

- Can only take parental leave in blocks of a week's leave or a multiple of a week's leave; and
- Are only entitled to take four weeks' parental leave each year in relation to each child.

A year for this purpose begins on the date when you became entitled to take parental leave in relation to the child in question.

13.6.3 Notification requirements

You must give your line manager notice of your intention to take parental leave. It would be helpful if you can give this notice in writing. The notice requirements are as follows:

- If you wish to take parental leave commencing immediately on the birth of a child, you must give notice of this intention at least 21 days before the start of the expected week of childbirth (**EWC**). The notice must specify the EWC and the duration of the period of leave required.
- If you wish to take parental leave commencing immediately on the adoption of a child, you should give notice of this intention at least 21 days before the start of the expected week of placement (**EWP**). If this is not possible, you must give as much notice as you can. The notice must specify the EWP and the duration of the period of leave required.

In all other circumstances, you must give notice of your intention to take parental leave at least 21 days before you intend the leave to start. The notice must specify the dates on which the period of leave is to begin and end.

If you wish to take a period of parental leave immediately after a period of ordinary paternity leave, it would be helpful if you could give your line manager notice of that intention at least 21 days before the start of the EWC or EWP. If this is not possible, you should give as much notice as you can. If you do not give notice at least seven days before your period of ordinary paternity leave starts, we might not allow you to take the period of parental leave requested. However, we shall consider each case on its merits.

13.6.4 Evidential requirements

Before you take a period of parental leave under this policy, you must provide us with evidence of:

- Your responsibility or expected responsibility for the child;
- The child's date of birth or date of adoption placement; and
- If applicable, the child's entitlement to a disability living allowance.

13.6.5 Our right to postpone parental leave

We shall not postpone parental leave if the postponement would result in the leave being taken after the child's 18th birthday.

However, in any other circumstances we might postpone a proposed period of parental leave for up to six months where the leave as planned would unduly disrupt our business. We might do so, for example, where:

- You wish to take parental leave during a peak period;
- A number of employees wish to take parental leave at the same time;
- Your work is of importance to a time-critical project; or
- Cover for your work cannot be found before the date on which your parental leave is due to start.

If we decide to postpone your parental leave, we shall:

- Consult with you about the date to which the leave might be postponed; and
- No more than seven days after you gave notice of your intention to take the leave, give you written notice stating the reason for the postponement and the new beginning and end dates of the leave which we will allow you to take.

13.6.6 Terms and conditions during parental leave

Parental leave under this policy is unpaid. Your contractual provisions relating to pay and benefits are suspended during parental leave. However, during parental leave, you are entitled to benefit from any contractual terms you have in relation to being given notice, redundancy compensation and disciplinary and grievance procedures.

During parental leave you will remain bound by your obligation of good faith towards us, as well as any contractual terms relating to the giving of notice, the disclosure of confidential information, the acceptance of gifts and benefits, and your freedom to participate in another business (for example, by working for a third party).

13.6.7 Pensions

We shall not make employer pension contributions during a period of unpaid parental leave.

13.6.8 Returning to work

You are normally entitled to return to work following parental leave 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, it might not be possible for us to allow you to return to the same job where your period of parental leave has been longer than four weeks or has been combined with a period of additional maternity, paternity or adoption leave. In such circumstances, we will offer you a suitable and appropriate alternative position.

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

13.6.9 Abuse of this policy

Where an employee takes a period of parental leave under this policy for purposes other than spending time with or otherwise caring for their child, this will be dealt with as a disciplinary issue.

13.7 Time off for dependants

The Company recognises and we respect that there will be occasions when you will need to take time off work to deal with unexpected events involving one of your dependants.

This policy gives all Employees the right to take a reasonable amount of unpaid time off work to deal with certain situations affecting their dependants. We are committed to a programme of action to make this policy effective and to bring it to the attention of all Employees.

No-one who takes time off in accordance with this policy will be subjected to any detriment.

13.7.1 The right to reasonable unpaid time off

All Employees have a right to take a reasonable amount of unpaid time off work when it is necessary to:

- Provide assistance when a dependant falls ill, gives birth, is injured or assaulted;
- Make longer-term care arrangements for a dependant who is ill or injured;
- Take action required in consequence of the death of a dependant;

- Deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant; and/or
- Deal with an unexpected incident involving their child during school hours (or those of another educational establishment).

A dependant for the purposes of this policy is:

- Your spouse, civil partner, parent or child;
- A person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or
- Anybody else who reasonably relies on you to provide assistance, make arrangements or take action of the kind referred to above.

Employees are only entitled to take time off under this policy to provide personal care for a dependant where there is an immediate crisis. If you know well in advance that you wish to take time off to care for a dependant yourself, rather than arrange for someone else to do so, this policy will not apply. You should take advice from your line manager if you need to take time off work in these circumstances.

Reasonable time off in relation to a particular problem will not normally be more than one day.

However, we will always consider each set of circumstances on its facts.

13.7.2 Exercising the right to time off

You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell your line manager:

- The reason for your absence, and
- How long do you expect to be away from work?

If you fail to notify us as required, you may be subject to disciplinary proceedings for taking unauthorised time off.

Where it is possible to do so in advance or when you return to work after taking time off under this policy, we might ask you to provide evidence for your reasons for taking the time off.

Suspected abuse of this policy will be dealt with as a disciplinary issue.

13.8 Carers leave policy

This policy is to be used for the care of a dependent when the leave can be planned and anticipated. Please see the 'Time Off for Dependants' policy for leave required in an emergency or unplanned situation.

We recognise that some of our employees may have caring responsibilities for children or seriously ill, disabled, or dependent relatives, partners or close friends. We appreciate the demands this may place on them, and that at times it may be difficult for them to combine their work and caring responsibilities.

For this reason, employees who have caring responsibilities will be able to utilise 1 week, over a 12-month period of unpaid leave to support caring for their dependant. The leave can be taken in half or full days, up to and including taking a block of a whole week of leave at once.

The notice period needed for this leave is twice the length of time that needs to be taken in advance of the earliest day of leave. I.e. For one day leave, 2 days' notice will need to be given, for 1 week leave, 2 weeks' notice will need to be given.

We actively encourage employees to inform their manager if they are caring for someone and need any support. We would like to work together to ensure that, wherever possible, employees can continue in their jobs and effectively balance their work and care commitments. It may be the case that other support options are available, such as Flexible working or Parental Leave. Please refer to these policies for more information.

13.8 Parental Bereavement Leave Policy

Parental bereavement leave is available from day one of employment. It is available to employees on the death of a child under the age of 18. You may take parental bereavement leave if you fall into any one of the following categories:

- A 'natural' parent
- An adoptive parent, and those with whom a child has been placed under the 'foster to adopt' scheme, provided the placement is ongoing
- A 'natural' parent where the child has been adopted, but a Court Order exists to allow the 'natural' parent to have contact with the child
- An employee who is living with a child who has entered Great Britain from overseas in relation to whom has received official notification that they are eligible to adopt
- An intended parent under a surrogacy arrangement, where it was expected that a parental order would be made
- A 'parent in fact', which is someone in whose home the child has been living for a period of at least four weeks before the death and has had day-to-day responsibility for the child, subject to exceptions. This category includes guardians and foster parents, but does not include paid carers
- The partner of anyone who falls into the above categories, where they live in an enduring family relationship with the child and their parent.

In addition, parents who suffer a stillbirth after 24 weeks of pregnancy are entitled to take parental bereavement leave.

13.8.1 Length of leave and how it may be taken

A total of two weeks may be taken as parental bereavement leave, and you may choose to take leave as:

- A single block of one week
- A single block of two weeks
- Two separate blocks of one week

Leave may start on any day of the week and must be taken in whole weeks. It may be taken at any time in the 56-week period following the death.

If you have suffered a stillbirth after 24 weeks of pregnancy, you are still entitled to take your full entitlement to maternity or paternity leave, provided you were eligible to take maternity or paternity leave in the first place, in addition to parental bereavement leave. Parental bereavement leave cannot be taken at the same time as maternity or paternity leave.

Where more than one child dies or is stillborn, you are entitled to two weeks of parental bereavement leave in relation to each child.

13.8.2 Notification requirements

An employee must give notice to the company to use Statutory Parental Bereavement Leave.

To do so the employee must tell the company:

- When they want the leave to start
- Whether they want to take 1 or 2 weeks' leave
- The date their child died

The notice can be communicated in whatever form the employee wishes to use, for example, email, phone call or text message.

13.8.3 Taking leave in the first 8 weeks (56 days)

You do not need to give any advance notice of taking parental bereavement leave. The Company asks that you contact your line manager by the time you were due to start work on the day you wish leave to begin, or if this is not possible, as soon as is reasonably practicable.

13.8.4 Leave to be taken later than the first 56 days since the death

You need to give one week's advance notice of taking parental bereavement leave to your line manager with the required information.

13.8.5 Cancelling or changing leave dates

You can cancel a period of leave that you have already told us about, as long as the period of leave has not already started. If you wish to cancel a period of leave which was to begin within the first 56 days of the death, you can cancel it by letting us know by your normal start time on the day that leave was originally due to start.

To cancel leave which was to begin later than 56 days after the death, you should let us know no later than one week prior to the intended start date.

You can also change the start date of leave by following the notice requirements above.

13.8.6 Statutory parental bereavement pay

You will qualify for statutory parental bereavement pay during leave if you meet the following criteria:

- You have been continuously employed with us for at least 26 weeks by the week prior to the week in which the child dies
- Your normal average weekly earnings are not less than the lower earnings limit relevant for national insurance purposes
- You are still employed by us on the date the child dies.

Payment will be made at the rate set by the Government each year, or 90 per cent of your average weekly earnings (whichever is lower).

In order to receive statutory parental bereavement, pay, you must provide us with notice of this in writing and the following information within 28 days, or as soon as is reasonably practicable, of the first day of parental bereavement leave:

- The child's name
- The date of the death or stillbirth
- A declaration that you fall into one of the categories listed under 'Eligibility' above.

Employees can give notice for the leave and pay at the same time if communicated in writing and is in line with notification requirements.

13.8.7 Terms and conditions during leave

During parental bereavement leave, you remain entitled to receive your normal contractual terms and conditions of employment that you would have received had you not taken this leave, with the exception of remuneration. This will include contractual benefits, subject to the terms of these benefits.

13.8.8 Right to return

Upon your return to work, you are entitled to return to the same job, with the same terms and conditions, in which you were employed before your absence unless:

- The period of leave you have taken is more than 26 weeks when added to any other period of statutory leave, including maternity, paternity, adoption leave, etc., in relation to the same child and
- It is not reasonably practicable for you to return to the same job.

On your first day back to work, your line manager will set time aside to hold an informal meeting with you to discuss any arrangements regarding your return to work and any additional support we may be able to offer you.

13.9 Bereavement

The company does not operate bereavement leave (outside parental bereavement). Any bereavement leave is at management's discretion. If you want to take bereavement leave, please contact your Team Leader. Any documents detailing the bereavement leave should be sent to the Employee Concierge.

13.10 Equal opportunities

13.10.1 Equality and diversity policy: Introduction

We are an equal opportunity employer. We are committed to equality of opportunity and to providing a service and following practices which are free from unfair and unlawful discrimination. The aim of this policy is to ensure that no applicant or member of staff receives less favourable treatment on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation, or is disadvantaged by conditions or requirements which cannot be shown

to be relevant to performance. It seeks also to ensure that no person is victimised or subjected to any form of bullying or harassment.

We value people as individuals with diverse opinions, cultures, lifestyles and circumstances. All employees are covered by this policy, and it applies to all areas of employment including recruitment, selection, training, deployment, career development, and promotion. These areas are monitored, and policies and practices are amended, if necessary, to ensure that no unfair or unlawful discrimination, intentional, unintentional, direct or indirect, overt or latent exists.

All employees, workers or self-employed contractors whether part time, full time or temporary, will be treated fairly and with respect. Selection for employment, promotion, training, or any other benefit will be on the basis of aptitude and ability. All employees will be helped and encouraged to develop their full potential, and the talents and resources of the workforce will be fully utilised to maximise the efficiency of the Company.

Equality of opportunity, valuing diversity and compliance with the law is to the benefit of all individuals in our Company as it seeks to develop the skills and abilities of its people. While specific responsibility for eliminating discrimination and providing equality of opportunity lies with managers and supervisors, individuals at all levels have a responsibility to treat others with dignity and respect. The personal commitment of every employee to this policy and application of its principles are essential to eliminate discrimination and provide equality throughout the Company.

13.10.2 Our commitment as an employer

The Company is committed to:

- Creating an environment in which individual differences and the contributions of our staff are recognised and valued
- Every employee, worker or self-employed contractor is entitled to a working environment that promotes dignity and respect to all. No form of intimidation, bullying or harassment will be tolerated
- Providing training, development and progression opportunities to all staff
- Understanding equality in the workplace is good management practice and makes sound business sense
- Reviewing all our employment practices and procedures to ensure fairness
- Treating breaches of our equality and diversity policy as misconduct which could lead to disciplinary proceedings.

- **13.10.3 Our commitment as a service provider**

The Company is committed to:

- Providing services to which all clients are entitled regardless of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation, offending past, caring responsibilities or social class.
- Making sure our services are delivered equally and meet the diverse needs of our service users and clients by assessing and meeting the diverse needs of our clients.

13.11 Anti-harassment and Bullying

13.11.1 Anti-harassment and bullying policy

Harassment or victimisation on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.

Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. For the purposes of this policy, it also includes bullying. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.

We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees. The aim of this policy is to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.

We recognise that we have a duty to implement this policy, and all employees are expected to comply with it.

13.11.2 Examples of personal harassment

Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee towards another, and examples of harassment include:

- Insensitive jokes and pranks
- Lewd or abusive comments about appearance
- Deliberate exclusion from conversations
- Displaying abusive or offensive writing or material
- Unwelcome touching
- Abusive, threatening, or insulting words or behaviour
- Name-calling
- Picking on someone or setting them up to fail
- Exclusion or victimisation
- Undermining their contribution/position
- Demanding a greater work output than is reasonably feasible
- Blocking promotion or other development/advancement.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of personal harassment

13.11.3 Complaining about personal harassment: Informal method

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper.

If you are the victim of minor harassment, you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

13.11.4 Formal method

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of a director as a formal written grievance and again your confidential helper can assist you in this.

If possible, you should keep notes of the harassment so that the written complaint can include:

- The name of the alleged harasser
- The nature of the alleged harassment
- The dates and times when the alleged harassment occurred
- The names of any witnesses
- Any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint, we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.

On conclusion of the investigation, a report of the findings will be submitted to the person who will hold the grievance meeting.

You will be invited to attend a meeting, at a reasonable time and location, to discuss the matter once the person hearing the grievance has had opportunity to read the report. You have the right to be accompanied at such a meeting by a colleague or a union representative, and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

You will be able to put your case forward at the meeting and the manager will explain the outcome of the investigation. You have a right to appeal the outcome, which is to be as directed in your letter, within 7 calendar days of receiving the outcome.

If the decision is that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary procedure.

The Company is committed to ensuring employees are not discouraged from using this procedure and no employee will be victimised for having brought a complaint.

13.12 Whistleblowing statement

If you have any genuine concerns related to suspected wrongdoing or danger affecting any of our activities, you should report it directly to your line manager or to a director. You can tell them in person or put it in email if you prefer. We will then work towards a way of resolving any issues, it may be that we need a conversation to understand these concerns in more detail. We also aim to follow up to give an indication of how it has been dealt with where appropriate.

Whistleblowing is the disclosure of information which relates to suspected wrongdoing or dangers at work. This may include:

- Criminal activity;
- Miscarriages of justice;
- Danger to health and safety;
- Damage to the environment;
- Failure to comply with any legal or professional obligation or regulatory requirements;

- The deliberate concealment of any of the above matters.

13.13 Anti bribery

13.13.1 Gifts and hospitality

We realise that the giving and receiving of gifts and hospitality where nothing is expected in return helps form positive relationships with third parties, just make sure it has been recorded correctly. This does not constitute bribery and consequently such actions are not considered a breach of this policy.

If you would like to give a gift, check with your manager first, equally you should get clarification when accepting any gift.

Gifts include money; goods (flowers, vouchers, food, drink, event tickets when not used in a hosted business context); services or loans given or received as a mark of friendship or appreciation.

Hospitality includes entertaining; meals or event tickets (when used in a hosted business context) given or received to initiate or develop relations. Hospitality will become a gift if the host is not present.

As the law is constantly changing, this policy is subject to review, and the Company reserves the right to amend this policy without prior notice.

13.13.2 Bribery and corruption

Corruption is the misuse of office or power for private gain. Bribery is a form of corruption which means in the course of business giving or receiving money, gifts, meals, entertainment or anything else of value as an inducement to a person to do something which is dishonest or illegal. This is for all employees (also includes those working for us on a self-employed basis or through an agency).

It is a criminal offence to:

- Offer a bribe
- Accept a bribe
- Bribe a foreign official
- As a commercial organisation, to fail to prevent a bribe.

You should be aware that if you are found guilty by a court of committing bribery, you could face up to 10 years in prison and/or an unlimited fine. The Company could also face prosecution and be liable to pay a fine.

If you are aware of an act of bribery, or attempted bribery, has taken place, even if you are not personally involved, you are expected to report this to contact a director. You may be asked to give a written account of events.

13.14 Electronic information and communication systems

Our electronic communications systems and equipment are intended to promote effective communication and working practices within our Company 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, Smart Phones, Tablets and voicemail, but it applies equally to the use of copiers and scanners. 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.

You 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.

13.14.1 Equipment security and passwords

You are responsible for the security of the equipment allocated to or used by you and must not allow it to be used by anyone other than as permitted by this Handbook.

You are responsible for the security of your terminals. If leaving a terminal unattended or on leaving the office, you should ensure that you lock your terminal or log off to prevent unauthorised users accessing the system in your absence.

Cabling for telephones or computer equipment should not be moved or tampered with without first gaining permission from a director

Passwords are unique to each user and must be changed regularly to ensure confidentiality. Passwords must be kept confidential and must not be made available to anyone else unless authorised. For the avoidance of doubt, on the termination of employment (for any reason) employees must provide details of their passwords to their line manager and return any equipment.

If you have been issued with a laptop, Smart Phone or Tablet, you 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. You 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.

13.14.2 Systems and data security

You 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. You should not download or install software from external sources without authorisation from your line manager. This includes software programs, instant messaging programs, screensavers, photos, video clips and music files. Incoming files and data should always be virus-checked before they are downloaded. No device or equipment should be attached to our systems without prior approval. This includes any USB flash drive, MP3 or similar device, Tablet or telephone. It also includes use of the USB port, infra-red connection port or any other port.

We reserve the right to monitor all e-mails passing through our system for viruses. You should exercise caution when opening e-mails from unknown external sources or where, for any reason, an e-mail appears suspicious). The Company should be informed immediately if a suspected virus is received. We reserve the right to block access to attachments to e-mails for the purpose of effective use of the system and for compliance with this part of our handbook.

We also reserve the right not to transmit any e-mail message.

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

If you use laptops or Wi-Fi enabled equipment, you must be particularly vigilant about its use outside the office and take any precautions required 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.

13.14.3 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. Messages should be concise and directed only to relevant individuals.

You should not send abusive, obscene, discriminatory, racist, harassing, derogatory or defamatory e-mails. Anyone who feels that they have been harassed or bullied or offended by material received from a colleague via e-mail should inform their line manager. You should also 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. If you assume that e-mail messages may be read by others, do not include anything which would offend or embarrass any reader, or yourself, if it found its way into the public domain.

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, you should not:

- Send or forward private e-mails at work which you would not want a third party to read;
- Send or forward chain mail, junk mail, cartoons, jokes or gossip;
- 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;
- Sell or advertise using our communication systems.
- Agree to terms, enter into contractual commitments or make representations by email 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;
- 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;
- Send messages from another worker's computer or under an assumed name unless specifically authorised; or
- Send confidential messages via e-mail or the internet, or by other means of external communication which are known not to be secure.

If you receive a wrongly delivered e-mail, you 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.

13.14.4 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.

Employees 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 Electronic Information and Communications Systems Policy.

13.14.5 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 provided it is in full compliance with our rules, policies and procedures (including this policy, the Equal Opportunities Policy, Antiharassment Policy, Data Protection Policy and Disciplinary Procedure). 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. You should be aware that personal use of our systems may be monitored and, where breaches are found, action may be taken under the disciplinary procedure. We reserve the right to restrict or prevent access to certain telephone numbers or internet sites if we consider personal use to be excessive.

13.14.6 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 e-mail system or inappropriate use of the Internet by participating in online gambling or by creating, viewing, accessing, transmitting or downloading any of the following material will amount to gross misconduct (this list is not exhaustive):

- Pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
- Offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;
- A false and defamatory statement about any person or organisation;
- Material, which is discriminatory, offensive, derogatory or may cause embarrassment to others;
- Confidential information about us or any of our Employees or clients (which you do not have authority to access);
- Any other statement which is likely to create any liability (whether criminal or civil, and whether for you or us); or
- 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.

13.15 Social media

The Company operates a social media policy to govern the use of this media within the Company. The policy covers profile pages and other resources maintained by employees on networking sites including, but not limited to, Facebook, Twitter, Instagram, and LinkedIn, as well as blogs, forums, message boards, review sites and online polls.

This policy sets out how employees must behave when using the Company's social media platforms and governs how employees should refer to and promote the Company on their own personal accounts.

13.15.1 Policy aims

The Company's social media use policy is applied in conjunction with the Company's Electronic Information and Communications policy. This policy applies to all employees, contractors and associates who use social media either for personal or professional reasons.

It is important that employees using social media in the workplace use it in a way which does not adversely affect the Company's reputation.

Social media can involve communication between job applicants and employees and is an avenue for the Company to promote and control their reputation. Social media may blur the boundaries between what is home and work. Access is often public, even amongst a limited group of connected accounts, and comments are often permanent.

Employees should be honest and respectful when using social media. Everything posted on social media may be tracked back to the source so employees must ensure content posted on social media accounts, both in a work and personal capacity, fits with the Company ethos.

13.15.2 Terms of use

Social media usage for work purposes will be approved where use is required for your job role.

When using social media, either in a personal or work capacity, during or outside working hours, post on social media must not:

- Compromise the Company, disclose confidential data or disclose sensitive data;
- Must not damage the Company's reputation or brand;
- Must not breach copyright or data protection;
- Contain libel or defamatory content;

- Must not engage in bullying or harassment;
- Be of illegal, sexual or offensive content;
- Interfere with your work commitments; or
- Use the name of the Company to promote products or political opinions.

Social media content attributable to you which breaches the terms of this policy, or the other related policies, may result in an investigation and disciplinary action under the Company's disciplinary policy.

13.15.3 Business contacts

Details of business contacts obtained during an employee's employment are considered confidential information and remain the property of the Company. Business contact details includes the contacts records in computer software installed on an employee's computer as well as maintained in third party websites including social media.

Business contacts may not be added to personal social media accounts during your employment. If any are, the Company may require these to be removed upon termination of an employee's employment.

Business contacts may be added to corporate social media accounts. A separate record of business contacts on social media should be maintained within the Company, updated as and when the contacts are added.

13.15.4 Policy enforcement

Using social media to refer to or notify business or personal contacts of an employee's new employer will be seen as an attempt to solicit customers or poach staff, which may be a breach of confidentiality.

Using social media in a way which breaches this policy will result in such content being removed from corporate accounts and the employee's authorisation to use corporate social media accounts on behalf of the Company being suspended and removed. Such content may be damaging to the Company or employees and may lead to disciplinary action under the Company's disciplinary policy, which may be serious or gross misconduct.

The Company reserves the right to check the social media accounts of employees in accordance with the internet and monitoring policy.

13.16 Recruitment and selection

The purpose of this policy is to ensure that the Company employs and promotes the most appropriate employees in a fair and consistent manner free from discrimination.

This policy covers all current employees and applicants for employment with the Company.

13.16.1 Policy

The Company is committed to ensuring that there is no discrimination on the grounds of age, disability, gender reassignment, marriage/civil partnership, pregnancy, maternity, race, religion or belief, sex, or sexual orientation at any stage of the recruitment process or in the terms and conditions offered to new employees or promoted employees.

The Company will monitor the composition of its workforce, to identify areas that may need positive action measures to promote equal opportunity and diversity.

13.16.2 Advertising

Advertising of all positions will be carried out both internally and externally. All employees (including fixed-term employees) will be notified of any positions that arise during their employment.

13.16.3 Screening

Screening will be carried out by matching details of applicants to the requirements of the job. The screening criteria will be applied consistently to all applicants. Records of the screening process will be retained for a period of one year.

13.16.4 Testing

If it is necessary to use selection tests for a job, they will only relate to non-biased, genuine objective requirements of the role. Records of any testing undertaken will be retained for a period of one year.

13.16.5 Interviewing

The interviewing process will be carried out in the following way:

- No assumptions will be made on the grounds of age, disability, gender reassignment, marriage/civil partnership, pregnancy, maternity, race, religion or belief, sex or sexual orientation.
- Questions will relate to the requirements of the job as established in the job description and the person specification.
- Interviews will be carried out by more than one person.
- Applicants will be assessed at the end of interviewing against pre-defined criteria.

- Records of the interview process will be retained for a period of one year, including questions asked, answers given, any interview notes, and interview evaluation forms for all candidates.

13.16.6 References

As well as our vetting procedures all external candidates will be required to provide two satisfactory references prior to appointment. References will be checked in accordance with the standard reference checking form. Referees must not be contacted without the permission of the candidate to whom they relate. Should a candidate not be able to provide two references, the issue will be dealt with by the Company on a case-by-case basis.

13.16.7 Employment of foreign nationals

The Company will only employ workers who are legally entitled to work in the United Kingdom. All employees will be required to undertake an appropriate right to work check, regardless of their nationality, by reviewing appropriate immigration documents or by accessing an online right to work check.

13.17 Alcohol and Drugs Policy

13.17.1 Alcohol and drugs

Alcohol and drug misuse can have an adverse effect not just on an individual but on their colleagues, customers and the public. Having a safe working environment, providing excellent customer service by maintaining productivity levels and avoiding days being lost to illness are all critical to our success.

The Company requires all employees to comply with the alcohol and drugs policy. Breaches of the policy will be taken very seriously and may be dealt with under the Company's disciplinary procedure.

For the purpose of this policy, the term 'drugs' means illegal substances (or legal substances which induce similar effects to legal drugs) or other substances, for example, solvents. Drug misuse also refers to the misuse of prescribed medication.

13.17.2 Policy

Employees must not turn up for work under the influence of alcohol or drugs under any circumstances.

Employees must not drink alcohol or take drugs during working time. Working time is any time between when an employee reports for work and the time they finish work and includes any breaks. It includes any period of call out whilst on standby duty or overtime working.

13.17.2 Prescribed Medication

The policy does not stop employees from using prescribed medication, over-the-counter medication or herbal remedies. However, medication such as tranquillisers, sleeping pills, painkillers, decongestants, cough suppressants, antihistamines (for treatment of hay fever or other allergies) and antidepressants can make people feel drowsy and may affect their work performance or the safety of themselves or others. If an employee is taking any medication, they should:

- Check the possible side effects with their doctor or pharmacist and
- Let their line manager know, in confidence, that they are taking medication and the possible side effects. Their line manager will, if necessary, make alternative arrangements for them.

13.17.3 Testing

Tests are undertaken on a random basis with no prior warning and will be performed by an adequately trained person. Tests are carried out in the strictest confidence and privacy and will ensure the employee's dignity.

Before the test, the employee will be asked to declare, in confidence, any medication that they are taking which may interfere with the test result.

13.17.4 Refusal to take test

An employee refusing to be tested under the provisions of this policy may be subject to disciplinary action under the Company's disciplinary procedures, up to and including dismissal. The procedure may be postponed or waived if the employee has a good medical reason for refusal. Other reasons which are not medically related will not be accepted and the employee will be required to take the test.

13.17.5 Positive results

Employees who have tested positive may be subject to action under the Company's disciplinary procedure, up to and including dismissal.

13.17.6 Assistance

If an employee comes forward voluntarily and seeks help for an alcohol or drug problem, they will be given help and support by the Company. If an employee thinks they have a problem and may be violating this policy as a result, the Company strongly encourages them to come forward and seek help. Any discussions will be in the strictest of confidence.

13.17.7 Absence

If employees are absent from work due to their attendance for treatment in relation to alcohol or drug abuse, that absence will be treated as normal sickness absence.

13.17.8 Formal procedures

Whilst the Company will be sympathetic to employees who are experiencing difficulties with alcohol and drugs, it may be appropriate to implement a disciplinary or capability procedure as appropriate where conduct or performance is not satisfactory, which could result in termination of employment.

Criminal activity in the workplace involving drugs will, in every case, require the Company to alert the police.

13.18 Company Car Policy

The Company's policy on cars provides for a Company car to be provided, or a car allowance scheme to enable the usage of an employee's private vehicle on Company business.

13.18.1 Policy

Company cars are provided to certain employees when required for their job role or when authorised by management. Set out below are some general rules on the use of Company cars:

- Company cars are to be used for authorised business and for personal use, unless otherwise instructed. Employees' partners may also use the car subject to providing adequate driving licence and insurance provisions.
- Where the car is used for private purposes, the arrangements for reimbursement of fuel and other costs will be set out in the employee's written contract of employment.

- Employees who are absent from work may need to make their Company cars available for other employees to use during their absence.
- The type of Company car will be chosen by the Company and the model and value etc of the allocated vehicle is at the Company's discretion.
- The costs of normal routine services to the Company car will be met by the Company.
- Smoking in Company cars is not permitted at any time, by either the employee or their partner. Any employee found to be in breach of this requirement may be subject to disciplinary action.
- Driving the Company car while under the influence of alcohol or drugs (prescription or otherwise) is not permitted at any time, unless prior approval is received from the employee's line manager in the case of prescription drugs. Any employee found to be in breach of this requirement may be subject to disciplinary action.
- Obligations of maintaining the Company car rest with the employee, in line with the manufacturer's guidance and general UK laws.
- The Company may withdraw the vehicle or the Company car scheme itself at any time.

13.18.2 Driving licence records

Company car drivers must possess a valid full UK driving licence. If the partner of an employee also drives the Company car, they too should submit their details to the Company.

Copies of the licence need to be submitted to Human Resources, along with a licence check code. These are to be submitted each year or whenever there is a change made by the DVLA to the licence.

13.18.3 Driving offences

Payment in respect of parking charges, speeding fines etc incurred are the responsibility of the employee (or partner) driving the vehicle. Fines should be paid by the employee or their partner to avoid the liability falling on the Company.

If the Company is required to pay the fine or charge, the payment amount will be deducted from the employee's next salary payment. This is subject to the discretion of the employee's line manager authorising payment of the fine or charge by the Company on behalf of the employee.

Serious offences may cause an employee to be disqualified from driving. If the employee is required by their job role to drive for some or all of their job role, the Company may have no alternative option but to terminate employment.

13.18.4 Car allowance scheme

Instead of providing a Company car, the Company may provide an allowance to enable an employee to use their own private vehicle.

The allowance permits an employee to buy a car of their choosing, provided it is less than two years old. The proposed vehicle purchase should be referred to the line manager for approval prior to purchase.

A monthly allowance will be paid to the employee for their usage of the vehicle on Company business.

The vehicle must be made available for the employee to use to fulfil the obligations of their job role, and any servicing or repairs must include a courtesy car to ensure the employee continues to have use of a vehicle. Car insurance must be purchased for the vehicle to cover the business usage.

The employee may submit a claim for the fuel costs when the vehicle is used for business travel, through the expense's procedure. If employment is terminated, the Company will make a final payment of the car allowance. This will be pro-rated if the employment ends part way through the usual month.

The car allowance scheme may be withdrawn at any time.

13.18.5 Accidents and damage

If employees are involved in an accident or other incident, they should report the issue immediately to their line manager. Any damage caused to the Company car either by the employee or by third parties should also be reported to their line manager. The employee will need to submit a written report of the reasons why the damage was caused, or accident happened, to their line manager.

Where damage is caused due to an employee's negligence, the cost of repairs/replacement will fall to the employee. In these circumstances, the employee will also be liable for reimbursing the Company for any insurance excess charges levied by the insurance company as part of the claim for repair.

If damage to a Company car is incurred because of an employee's negligence, the employee will be liable for the total cost of repairing the car. Employees are responsible for paying any insurance excess following a claim for damage to a Company car. The costs for this will be deducted from the employee's next salary payment, unless a different method has been agreed with the employee's line manager.

13.18.6 Mobile telephone and driving

Employees must not contravene the laws in relation to the prohibition of mobile phones while driving. Passengers may use a mobile phone but must not hold it for the driver. The phone should be switched off while driving and should not be answered, so that calls go to answerphone/voicemail facilities to be dealt with later.

Employees may use the mobile phone if the Company car has been parked up and the engine has been switched off.

The Company prefers employees to not make any calls while driving, even hands-free. Employees should also not receive phone calls while driving either, as they are distracting, and distractions cause safety implications. Employees should park their vehicles safely, turn off their engine and then make or take a call.

13.18.7 Driving guidelines and safety procedures

The Company requires all its cars to be kept clean and always have a good appearance. Employees should wash their cars on a regular schedule to maintain a professional appearance and keep the interiors clean at all times.

Any damage to a Company car may render it unsafe and employees should not drive the vehicle in such circumstances. The security of the vehicle is the responsibility of the employee. Vehicles should be locked and alarmed when not in use.

Employees should take the most direct routes when on Company business. When driving long distances, employees should take regular breaks to reduce tiredness. Any serious delays caused by traffic or roadworks should be reported to the employee's line manager if business commitments are likely to be affected. If any passengers are carried in the vehicle, their safety is the ultimate responsibility of the employee.

Employees should exercise general safety guidance when driving their vehicles on Company business, in accordance with the Highway Code and best practice.

13.19 Corporate gifts and hospitality policy

This policy sets out the Company's stance on the acceptance of gifts and hospitality in accordance with the Bribery Act 2010. The following policy will operate alongside the Company's anti-bribery policy and procedures.

13.19.1 Receiving gifts

The Company realises that the giving and receiving of gifts and hospitality where nothing is expected in return helps form positive relationships with third parties where it is proportionate and properly recorded. This does not constitute bribery and consequently such actions are not considered a breach of this policy.

Gifts include:

- Money
- Goods (flowers, vouchers, food, drink, event tickets when not used in a hosted business context)
- Services or loans given or received as a mark of friendship or appreciation.

Gifts of a very low monetary value are permitted; acceptance of any other gift is not authorised.

Employees are advised to use their judgment on whether a gift would meet the definition of “appropriate”. Employees who require clarification on the appropriateness of an offer must speak with their head of department before accepting.

13.19.2 Accepting hospitality

Employees are permitted to accept offers of corporate hospitality on the condition that prior authorisation is sought from the employee’s senior manager.

Hospitality includes:

- Entertaining.
- Meals.
- Event tickets (when used in a hosted business context) given or received to initiate or develop relations.

Hospitality will become a gift if the host is not present.

13.19.3 Offering gifts and hospitality

No gift should be given, nor hospitality offered by an employee, or anyone working on our behalf, to any party in connection with our business without receiving prior written approval from a senior manager.

13.19.4 Gift and hospitality register

In all instances, prior to accepting an offer, or making an offer, of a gift and/or hospitality, the details of the offer must be provided to Employees Concierge who will record this in the gift and hospitality register.

The employee will be required to provide the name of the offeror or recipient, details of the gift/hospitality, an estimated value and the intention or context behind the offer, where this is known. In cases where prior approval is needed, this will also be recorded with the details of the approving manager.

A failure to notify Employees Concierge to ensure the gift and hospitality register is updated accordingly may be deemed a disciplinary offence which will be addressed under the internal disciplinary policy.

13.20 Monitoring policy

13.20.1 Policy Statement

The Company carries out workplace monitoring for a variety of reasons. Because monitoring includes the processing of employee data, its operation is captured by the provisions of the General Data Protection Regulation and the current Data Protection Act.

The information and data gathered through monitoring will only be used for the purpose it was carried out for, unless the Company identifies issues such as a breach of health and safety

13.20.2 Companies responsibilities

The company may carry out monitoring of employees, workers and contractors.

Monitoring may be necessary either to allow the Company to perform its contract with you or for the Company's own legitimate interests.

This policy supplements the Company's policies on communications and provides for monitoring of the following types:

- Crime and fraud prevention and detection
- Ensuring appropriate use of the Company's telephony infrastructure and computer systems
- Ensuring compliance with regulatory systems
- Monitoring attendance, work and behaviour

13.20.3 Types of monitoring

- Computer, internet and email monitoring
- CCTV monitoring
- Phone monitoring
- Company car monitoring
- Entry and exit systems, including the use of biometric data such as fingerprints
- Tracking via mobile devices

13.20.4 Misconduct

Employee monitoring data may be used for disciplinary proceedings against employees.

Employees will be provided with the relevant data from the monitoring systems/processes in advance of the meeting.

13.20.5 Covert Monitoring

Covert monitoring is only deployed where the Company believes employee(s) are carrying out a crime or other criminal activity. Covert monitoring may take place to investigate such suspicion where the Company intends to involve the police.

13.20.6 Additional Monitoring

The Company may, if appropriate, consult with employees in advance if it requires any additional monitoring not covered by this policy. The purpose of the additional monitoring will be identified, together with the type of monitoring necessary and any limits to achieve that purpose. There may be impacts on affected employees that the Company will consider prior to introducing any additional monitoring. Notice will be provided to employees setting out why the Company is introducing additional monitoring and the standards under which employees should operate.

13.20.7 Retention of monitoring data

All data captured as a result of employee monitoring will be kept securely.

13.21 Stop and search policy

The Company reserves the right to stop and search individuals at random or in case of specific circumstances and the purpose of this policy is to set out the operational procedure for how this will take place. The policy covers employees, self-employed, contractors and agency staff. It does not cover visitors or customers.

13.21.1 General principles

The Company only allows searches to be conducted by employees who have been trained to do so.

Searches may be personal searches of a person and/or a person's property, and/or of a vehicle.

There are no limits on the frequency of searches that may be undertaken by the Company or the times or occasions on which a particular individual may be searched.

Employees may raise concerns or complaints in relation to the stop and search processes to their Line Manager.

13.21.2 Search logs

The Company will maintain a log of each stop and search, and will record the date, time and name of person being searched as well as the name of the employee who conducted the search. The log will show the property being searched and the results of any discoveries. Any refusals will also be noted.

The search log will be signed by the employee conducting the search and the person being searched.

13.21.3 Search process

At the outset of a stop and search, the following will be outlined to the person being searched:

- The reason for the search; whether it is random or setting out any grounds of suspicion, in line with company rules, policies and procedures etc
- Confirm that a written record will be made of the search
- Confirm that the search will not be of an intimate nature
- Ask if employee being searched would like a colleague present during the search
- If a personal search is being carried, ask the person being searched if they wish for the search to be carried out by an employee of the same gender (if genders are different)
- Confirm what property will be searched.

The Company will usually require the person who owns the property to be present when it is searched. A Director may, exceptionally, authorise a search to take place in their absence.

13.21.4 Refusing to allow searches

It is Company policy that all employees must consent to a search. A refusal to be searched may be treated as gross misconduct and could result in the employee's dismissal.

If an employee does refuse to allow a search, they will be asked for the reason for the refusal.

The employee conducting the search will make every effort to resolve the situation, but if the search is unable to take place, the reasons for the aborted search will be noted. The refusal will be referred to a Director.

13.21.5 Search discoveries

If the search identifies any items being brought into, or taken away from, the Company which have not been authorised, the employee will be referred to Employee Concierge.

Employees found to be in the possession of the following may be suspended on full pay pending a disciplinary investigation (this is indicative and not exhaustive):

- Banned items (drugs, knives and other offensive weapons)
- Items taken from the Company or customer, without permission
- Items taken from any person, without permission

A fair disciplinary procedure will be carried out which could result in dismissal without notice.

14 Data Protection

14.1 Aim and scope of policy

This policy applies to the processing of personal data in manual and electronic records kept by the Company in connection with its human resources function as described below. It also covers the Company's response to any data breach and other rights under the General Data Protection Regulation (GDPR) and current Data Protection Act.

This policy applies to the personal data of job applicants, existing and former employees, workers and self-employed contractors. These are referred to in this policy as relevant individuals.

“Personal data” is information that relates to an identifiable person who can be directly or indirectly identified from that information, for example, a person’s name, identification number, location, online identifier. It can also include pseudonymised data.

“Special categories of personal data” is data which relates to an individual’s health, sex life, sexual orientation, race, ethnic origin, political opinion, religion, and trade union membership. It also includes genetic and biometric data (where used for ID purposes).

“Criminal offence data” is data which relates to an individual’s criminal convictions and offences.

“Data processing” is any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

The Company makes a commitment to ensuring that personal data, including special categories of personal data and criminal offence data (where appropriate) is processed in line with GDPR and domestic laws and all its employees conduct themselves in line with this, and other related, policies. Where third parties process data on behalf of the Company, the Company will ensure that the third party takes such measures in order to maintain the Company’s commitment to protecting data. In line with current data protection legislation, the Company understands that it will be accountable for the processing, management and regulation, and storage and retention of all personal data held in the form of manual records and on computers.

14.2 Types of data held

Personal data is kept in personnel files or within the Company’s systems. The following types of data may be held by the Company, as appropriate, on relevant individuals:

- Name, address, phone numbers - for individual and next of kin
- CVs and other information gathered during recruitment
- References from former employers
- National Insurance numbers
- Job title, job descriptions and pay
- Conduct issues such as letters of concern, disciplinary proceedings
- Holiday records
- Internal performance information
- Medical or health information
- Sickness absence records

- Tax codes
- Terms and conditions of employment
- Training details.

Relevant individuals should refer to the Company's privacy notice for more information on the reasons for its processing activities, the lawful bases it relies on for the processing and data retention periods.

14.3 Data protection principles

All personal data obtained and held by the Company will:

- Be processed fairly, lawfully and in a transparent manner;
- Be collected for specific, explicit, and legitimate purposes;
- Be adequate, relevant and limited to what is necessary for the purposes of processing;
- Be kept accurate and up to date. Every reasonable effort will be made to ensure that inaccurate data is rectified or erased without delay;
- Not be kept for longer than is necessary for its given purpose;
- Be processed in a manner that ensures appropriate security of personal data including protection against unauthorised or unlawful processing, accidental loss, destruction or damage by using appropriate technical or organisation measures; and
- Comply with the relevant data protection procedures for international transferring of personal data.

In addition, personal data will be processed in recognition of an individuals' data protection rights, as follows:

- The right to be informed
- The right of access
- The right for any inaccuracies to be corrected (rectification)
- The right to have information deleted (erasure)
- The right to restrict the processing of the data
- The right to portability
- The right to object to the inclusion of any information
- The right to regulate any automated decision-making and profiling of personal data.

14.4 Procedures

The Company has taken the following steps to protect the personal data of relevant individuals, which it holds or to which it has access:

- It provides information to its employees on their data protection rights, how it uses their personal data, and how it protects it. The information includes the actions relevant individuals can take if they think that their data has been compromised in any way.
- It provides its employees with information to make them aware of the importance of protecting personal data, to teach them how to do this, and to understand how to treat information confidentially.
- It can account for all personal data it holds, where it comes from, who it is shared with and also who it might be shared with.
- It recognises the importance of seeking individuals' consent for obtaining, recording, using, sharing, storing and retaining their personal data, and regularly reviews its procedures for doing so, including the audit trails that are needed and are followed for all consent decisions. The Company understands that consent must be freely given, specific, informed and unambiguous. The Company will seek consent on a specific and individual basis where appropriate. Full information will be given regarding the activities about which consent is sought. Relevant individuals have the absolute and unimpeded right to withdraw that consent at any time.
- It has the appropriate mechanisms for detecting, reporting and investigating suspected or actual personal data breaches, including security breaches. It is aware of its duty to report significant breaches that cause significant harm to the affected individuals to the Information Commissioner, and is aware of the possible consequences.
- It is aware of the implications international transfer of personal data internationally.

14.5 Access to data

Relevant individuals have a right to be informed whether the Company processes personal data relating to them and to access the data that the Company holds about them. Requests for access to this data will be dealt with under the following summary guidelines:

- A request to make a subject access request should be made to a director.
- The Company will not charge for the supply of data unless the request is manifestly unfounded, excessive or repetitive, or unless a request is made for duplicate copies to be provided to parties other than the employee making the request.;

- The Company will respond to a request without delay. Access to data will be provided, subject to legally permitted exemptions, within one month as a maximum. This may be extended by a further two months where requests are complex or numerous.

Relevant individuals must inform the Company immediately if they believe that the data is inaccurate, either as a result of a subject access request or otherwise. The Company will take immediate steps to rectify the information.

14.6 Data disclosures

The Company may be required to disclose certain data/information to any person. The circumstances leading to such disclosures include:

- Any employee benefits operated by third parties;
- Disabled individuals - whether any reasonable adjustments are required to assist them at work;
- Individuals' health data - to comply with health and safety or occupational health obligations towards the employee;
- For Statutory Sick Pay purposes;
- HR management and administration - to consider how an individual's health affects his or her ability to do their job;
- The smooth operation of any employee insurance policies or pension plans.

These kinds of disclosures will only be made when strictly necessary for the purpose.

14.7 Data security

The Company adopts procedures designed to maintain the security of data when it is stored and transported.

In addition, employees must:

- Ensure that all files or written information of a confidential nature are stored in a secure manner and are only accessed by people who have a need and a right to access them;
- Ensure that all files or written information of a confidential nature are not left where they can be read by unauthorised people;
- Refrain from sending emails containing sensitive work-related information to their personal email address;
- Check regularly on the accuracy of data being entered into computers;

- Always use the passwords provided to access the computer system and not abuse them by passing them on to people who should not have them; and
- Turn off or screen lock their computer screen to ensure that personal data is not visible to others on screen when not in use.

Personal data relating to employees should not be kept or transported on personal laptops, USB sticks, or similar devices, unless authorised by a director. Where personal data is recorded on any such device it should be protected by:

- Ensuring that data is recorded on such devices only where absolutely necessary.
- Using an encrypted system — a folder should be created to store the files that need extra protection and all files created or moved to this folder should be automatically encrypted.
- Ensuring that laptops or USB drives are not left lying around where they can be stolen.

Failure to follow the Company's rules on data security may be dealt with via the Company's disciplinary procedure. Appropriate sanctions include dismissal with or without notice dependent on the severity of the failure.

14.8 International data transfers

The Company does not transfer personal data to any recipients outside of the EEA.

14.9 Breach notification

Where a data breach is likely to result in a risk to the rights and freedoms of individuals, it will be reported to the Information Commissioner within 72 hours of the Company becoming aware of it and may be reported in more than one instalment.

Individuals will be informed directly in the event that the breach is likely to result in a high risk to the rights and freedoms of that individual.

If the breach is sufficient to warrant notification to the public, the Company will do so without undue delay.

14.10 Records

The Company keeps records of its processing activities including the purpose for the processing and retention periods in its HR data record. These records will be kept up to date so that they reflect current processing activities.

14.11 Data protection compliance

Danielle Brooks is the Company's appointed compliance officer in respect of its data protection activities.

15 Privacy notice

The Company is aware of its obligations under the General Data Protection Regulation (GDPR) and domestic data protection legislation and is committed to processing your data securely and transparently. This privacy notice sets out, in line with current data protection obligations, the types of data that we hold on to you as an employee of the Company. It also sets out how we use that information, how long we keep it for and other relevant information about your data.

This notice applies to current and former employees and workers.

15.1 Data protection principles

- In relation to your personal data, we will:
- Process it fairly, lawfully and in a clear, transparent way
- Collect your data only for reasons that we find proper for the course of your employment in ways that have been explained to you
- Only use it in the way that we have told you about
- Ensure it is correct and up to date
- Keep your data for only as long as we need it
- Process it in a way that ensures it will not be used for anything that you are not aware of or have consented to (as appropriate), lost or destroyed.

15.2 Types of data we process

We hold many types of data about you, including:

- Your personal details including your name, address, date of birth, email address, phone numbers
- Gender
- Emergency contact details of a friend or family member
- Information included on your CV including references, education history and employment history
- Documentation relating to your right to work in the UK

- Driving licence (if required)
- Bank details
- Tax codes
- National Insurance number
- Current and previous job titles, job descriptions, salary, pension entitlement, hours of work and other terms and conditions relating to your employment/engagement with us.
- Letters of concern, formal warnings, and other documentation with regard to any disciplinary proceedings or, in the case of workers, confirmation of other discussions about your conduct
- Internal performance information including measurements against targets, formal warnings, and related documentation with regard to capability procedures, appraisal forms or, in the case of workers, confirmation of other discussions about your performance.
- Leave records including annual leave, family leave, sickness absence etc
- Training details

15.3 How we collect your data

We collect data about you in a variety of ways and this will usually start when we undertake a recruitment exercise where we will collect the data from you directly. This includes the information you would normally include in a CV or a recruitment cover letter, or notes made by our recruiting officers during a recruitment interview. Further information will be collected directly when you complete forms at the start of your employment/engagement, for example, your bank and emergency contact details. Other details may be collected directly from you in the form of official documentation such as your driving licence, passport or other right to work evidence.

In some cases, we will collect data about you from third parties, such as employment agencies, former employers when gathering references or credit reference agencies.

Personal data is kept in personnel files or within the Company's IT systems.

15.4 Why we process your data

The law on data protection allows us to process your data for certain reasons only:

- In order to perform the employment contract that we are party to
- In order to carry out legally required duties
- In order for us to carry out our legitimate interests
- To protect your interests and
- Where something is done in the public interest
- Where we have obtained your consent.

All of the processing carried out by us falls into one of the permitted reasons. We will rely on the first three reasons set out above to process your data. For example, we need to collect your personal data in order to:

- Carry out the contract that we have entered into with you and
- Ensure you are paid

We also need to collect your data to ensure we are complying with legal requirements such as:

- Ensuring tax and National Insurance is paid
- Carrying out checks in relation to your right to work in the UK and
- Making reasonable adjustments for disabled individuals.

We also collect data so that we can carry out activities which are in the legitimate interests of the Company.

We have set these out below:

- Making decisions about who to offer initial employment/engagement to, and subsequent internal appointments, promotions etc
- Making decisions about salary and other benefits
- Providing contractual benefits to you
- Maintaining comprehensive up to date personnel records about you to ensure, amongst other things, effective correspondence can be achieved and appropriate contact points in the event of an emergency are maintained.
- If you are an employee, effectively monitoring both your conduct and your performance and to undertake procedures with regard to both of these if the need arises.
- If you are an employee, offering a method of recourse for you against decisions made about you via a grievance procedure.
- Assessing training needs
- Implementing an effective sickness absence management system including monitoring the amount of leave and subsequent actions to be taken including the making of reasonable adjustments.
- Gaining expert medical opinion when making decisions about your fitness for work
- Managing statutory leave and pay systems such as maternity leave and pay etc
- Business planning and restructuring exercises
- Dealing with legal claims made against us
- Preventing fraud
- Ensuring our administrative and IT systems are secure and robust against unauthorised access

15.5 Special categories of data

Special categories of data are data relating to your:

- Health
- Sex life
- Sexual orientation
- Race
- Ethnic origin
- Political opinion
- Religion
- Trade union membership
- Genetic and biometric data.

We must process special categories of data in accordance with more stringent guidelines. Most commonly, we will process special categories of data when the following applies:

- You have given explicit consent to the processing
- We must process the data in order to carry out our legal obligations
- We must process data for reasons of substantial public interest

We may use your special category data:

- In our sickness absence management procedures
- To determine reasonable adjustments

We do not need your consent if we use special categories of personal data in order to carry out our legal obligations or exercise specific rights under employment law. However, we may ask for your consent to allow us to process certain particularly sensitive data. If this occurs, you will be made fully aware of the reasons for the processing. As with all cases of seeking consent from you, you will have full control over your decision to give or withhold consent and there will be no consequences where consent is withheld. Consent, once given, may be withdrawn at any time. There will be no consequences where consent is withdrawn.

15.6 If you do not provide your data to us

One of the reasons for processing your data is to allow us to carry out our duties in line with your contract with us. If you do not provide us with the data needed to do this, we will be unable to perform those duties e.g., ensuring you are paid correctly. We may also be prevented from confirming, or continuing with, your

employment/engagement with us in relation to our legal obligations if you do not provide us with this information e.g., confirming your right to work in the UK or, where appropriate, confirming your legal status for carrying out your work via a criminal records check.

15.7 Sharing your data

Your data will be shared with colleagues within the Company where it is necessary for them to undertake their duties.

We share your data with third parties in order to process payroll.

We may also share your data with third parties as part of a Company sale or restructure, or for other reasons to comply with a legal obligation upon us.

We do not share your data with bodies outside of the European Economic Area.

15.8 Protecting your data

We are aware of the requirement to ensure your data is protected against accidental loss or disclosure, destruction and abuse. We have implemented processes to guard against such.

Where we share your data with third parties, we provide written instructions to them to ensure that your data are held securely and in line with current data protection requirements. Third parties must implement appropriate technical and organisational measures to ensure the security of your data.

15.9 How long we keep your data for

In line with data protection principles, we only keep your data for as long as we need it for, which will be at least for the duration of your employment with us. In the case of employees, we will retain your record for seven years after your employment has ended.

15.10 Automated decision making

No decision will be made about you solely on the basis of automated decision making (where a decision is taken about you using an electronic system without human involvement) which has a significant impact on you.

15.11 Your rights in relation to your data

The law on data protection gives you certain rights in relation to the data we hold on you. These are:

- The right to be informed. This means that we must tell you how we use your data, and this is the purpose of this privacy notice.
- The right of access. You have the right to access the data that we hold on you. To do so, you should make a subject access request. You can read more about this in our data protection policy which is available in the staff handbook.
- The right for any inaccuracies to be corrected. If any data that we hold about you is incomplete or inaccurate, you are able to require us to correct it.
- The right to have information deleted. If you would like us to stop processing your data, you have the right to ask us to delete it from our systems where you believe there is no reason for us to continue processing it.
- The right to restrict the processing of the data. For example, if you believe the data, we hold is incorrect, we will stop processing the data (whilst still holding it) until we have ensured that the data is correct.
- The right to portability. You may transfer the data that we hold on you for your own purposes.
- The right to object to the inclusion of any information. You have the right to object to the way we use your data where we are using it for our legitimate interests.
- The right to regulate any automated decision-making and profiling of personal data. You have a right not to be subject to automated decision making in way that adversely affects your legal rights.

Where you have provided consent to our use of your data, you also have the unrestricted right to withdraw that consent at any time. Withdrawing your consent means that we will stop processing the data that you had previously given us consent to use. There will be no consequences for withdrawing your consent. However, in some cases, we may continue to use the data where so permitted by having a legitimate reason for doing so.

If you wish to exercise any of the rights explained above, please contact Marie Young.

15.12 Making a complaint

The supervisory authority in the UK for data protection matters is the Information Commissioner's Office (ICO). If you think your data protection rights have been breached in any way by us, you are able to make a complaint to the ICO.

SSGC has the following defined policies, all of which are available on our website or on request.

- Health and Safety Policy
- Equal Opportunities Policy
- Equality and Diversity Policy
- Racial Relations Policy
- Customer Care Policy
- Corporate Responsibility Policy
- Data Protection Policy
- Quality Policy
- Training Policy
- Environment Policy
- Lone Worker Policy
- Home Working Policy