

Staff Handbook

J Kirby Electrical Ltd



Welcome to J Kirby Electrical

About us

Here at J Kirby Electrical Ltd we offer a friendly and reliable local service for our customers. We pride ourselves in offering a prompt, efficient service and are always conscious of our customer's needs.

We have experience in the electrical industry since 2001 so we can guarantee a professional finish every time.

We are proud registered members of (NAPIT) National Association of Professional Inspectors and Testers and Checkatrade.com.

Customer Care

We pride ourselves on selecting the right people for our team and you have been chosen to represent us and help us achieve our company goals. It is your responsibility to offer outstanding service and be professional at all times to ensure we deliver the best possible service to our customers.





Welcome to J Kirby Electrical

Hours of Work

The typical hours of work will be Monday to Friday 08:00am to 5:00pm, including one-hour lunch break. Where part time workers are employed the hours of work shall be determined and agreed. On occasions you may be required to work additional hours, without remuneration.

You are expected to demonstrate excellent time keeping and be punctual to all jobs, allowing appropriate time to travel.

From time to time you may be required to work outside of your normal working hours. Where possible you will be given reasonable notice to make necessary arrangements. If you require to alter your own working pattern this may be pre-arranged and authorised with your direct Manager.

Dress

You will be provided with J Kirby Electrical Ltd sweaters and t shirts to be worn during working hours. Where risk assessment or location dictates, that PPE must be worn, you are to ensure your PPE is in good condition and ensure you meet with the appropriate requirements.

Behaviour

Your behaviour should demonstrate great customer service and be professional at all times. Where you are being asked to provide information or advice, you should take every measure to ensure that the information is accurate and truthful. You must never provide false or fictitious information.

Probation Period

The first 6 months of employment shall form the probationary period. During this time employment may be terminated at any time with a period of one weeks' notice. The probationary period may be extended by a further three months at the discretion of the company director. Throughout the probation period your performance will be monitored and reviewed. At the end of the probationary period you shall be informed in writing of successful completion.

Training and Development

You are required to ensure your qualifications and professional memberships with which you were employed are maintained, unless authorised by your Manager.

Capability

We will at all times aim to ensure that all of our employees achieve and maintain high standards of performance in their duties. Standards will be agreed upon with the employee and performance will be monitored. Regular 1:2:1 meeting will take place throughout the probation period and ongoing employment.

Appropriate training and support will be given to meet the required standards. If these are not met following a period of review, then the underperformance will be investigated and if it is deemed necessary the employee may be subject to disciplinary action.



Working arrangements

Communications

You will be provided with appropriate means of communication, in the form of a company mobile phone and laptop if necessary, to your role within the

company. Any faults should be reported to your manager and a replacement will be arranged. They are issued to enable you to be contacted at any time throughout the working day and for you to be able to make contact with the office and other colleagues.

Communication equipment provided by the company is not for personal use except in emergency. When working out of the office, you are required to contact your manager or office throughout the day to confirm safety and progress of your work responsibilities.



Health and Safety

Health and Safety is extremely important. Any questions or concerns that you may have about Health and Safety must be brought to the attention of your Manager. It is vital that you do not put yourself or others at risk. Any breakdown in safety, whether within the environment or by action, must be halted immediately, corrected and reported to your Manager.

Travelling for Work

Where a company vehicle is provided for your business travel arrangements, the cost of running the vehicle will be borne by the Company. All mileage, business and personal, is required to be submitted to the business at the end of the month.

If you are involved in an accident whist driving, you should remain calm and check for injuries to yourself and anyone else involved. If anyone is injured you should contact the police immediately, exchange insurance details and take notes and photographs of the incident, vehicles involved and surrounding area. Please contact the office for assistance in arranging recovery.

Whilst driving for work you are expected to abide by legislation governing the UK roads. Any driving offences issued with penalty points or fines are the sole responsibility of the driver and not the company.



Working arrangements

Flexible Working

Every employee from the 1st date of employment has the right to request flexible working.

A written and dated request should be submitted to the Office Manager for consideration. A meeting will be held to discuss the proposal before a decision can be given. A copy of the formal route for request can be obtained from the Office Manager, for a more detailed account of the procedure to be followed.

Smoking

Smoking is prohibited at our workplace. This applies to anything that can be smoked and incudes, but is not limited to, cigarettes, pipes, cigars, herbal cigarette and electronic cigarettes.

Smoking and vaping of all kinds is strictly forbidden from:

- All client and customer properties, including outside space
- Whilst driving for work
- Whilst in the presence of clients or customers
- In the office or communal meeting spaces

Employees wishing to smoke must do so in designated smoking areas only

Salary

Your monthly salary is paid into your designated bank or Building Society account on the last working day of each month.

Your salary will be reviewed annually and may be increased from time to time at the discretion of the company, without affecting the other terms of your employment. There is no obligation to award any increase. There will be no review of salary after notice has been given by either party to terminate your employment. The company shall be entitled to deduct from your salary, or other payments due to you any money which you may owe to the company at any time.

Overtime

From time to time, you may be required to work additional hours in order to fulfil business needs. Any additional hours accrued are not subject to paid remuneration, unless agreed in your contract of employment, but will be awarded in lieu time to the same value. Hours being redeemed must be agreed with your Manager.

Pension

Following successful completion of your probationary period, you will be enrolled onto the company pension scheme where entitled. The company follows the government led policy and makes contributions towards your pension accordingly. Both personal and company contributions are paid as part of the salary payment procedures and as such you will see the relevant deductions on your pay slip.

If you wish to opt- out of the auto enrolment scheme or you wish to increase your contributions you should seek information from the office, who can put you in touch with our chosen pension provider.

Salary and Benefits



Expenses

The company shall reimburse expenses properly incurred through the undertaking of your role. Any attempt to claim expenses not properly incurred in the undertaking of your role, may result in disciplinary action.

Expenses must be accompanied by original VAT receipts. Claims should be submitted within 5 days of the end of each month to the office with original receipts

Claims for authorised expenses will be paid directly into your bank or building society account. All costs must be authorised by your Manager before the cost is incurred.



Car/Van allowance/Mileage

Provided that you hold a current driving licence you shall receive a company vehicle for use on Company business, where it has been allocated in your Contract of Employment.

The company shall reimburse you in respect of fuel costs for business miles at the company's current mileage rate per mile, where mileage is paid for your own vehicle in the pursuit of business use.

You must immediately inform your line manager if you are disqualified from driving and as a consequence, you shall cease to be entitled to drive on behalf of the Company. It is a condition of employment that you provide a copy of your driving licence and consent, by the provision of a check code, for the company to verify the validity of your driving licence with the government website https://www.gov.uk/check- driving-information





Annual Leave

You are entitled to holiday entitlement during each year, including the public holidays, as determined and agreed in your Contract of Employment.

The holiday year runs from 1st April to 31st March. You are requested to give a minimum of 4 weeks' notice before the date requested. A maximum of 2 weeks to be taken at any time. You should address your request to your manager who will authorise or deny your request, with reason, within one week of receiving your holiday request.

You are unable to carry forward any un-used holiday to the following year unless a period of statutory maternity, paternity or adoption leave has prevented you from taking it in the relevant year.

You will not be paid in lieu of un-used holiday, except on termination of employment. If you are dismissed or do not fulfil your notice period, you forfeit any un-used holiday payment due to you. Any un-used holiday entitlement shall be deemed as used during any period of garden leave.

If you have taken more holiday than you have accrued upon termination of employment the company shall be entitled to deduct from any payments due to you.

Sickness

If you are absent form work for any reason you must notify your manager no later than 7:30am on the first day of absence. In all cases of sickness, a self-certification form must be completed on your return to work. For any periods of sickness which last longer than seven consecutive days or more, a doctor's certificate is required stating the reason for absence.

The company pays Statutory Sick Pay only, under the current government requirements for eligibility and at the current prevailing rate.

Any period of sickness greater than 4 weeks is classed as long term or persistent sickness and you will require a 'fit note' from your doctor to return to work.

Where possible you should arrange regular check-up appointments, such as a dental appointment, during your scheduled time off.

In the event that this is not possible or in the event of an irregular appointment you must obtain authorisation from your manager and arrange for a temporary change to your working hours.



Compassionate Leave

The company aims to provide support during these upsetting times and therefore compassionate leave is paid at the discretion of the management team to a maximum of 3 working days per year.

Jury Service

The company aims to allow you to carry out public duties. If you are summoned to carry out jury service a copy of your summons request should be provided to the manager, who shall advise if business levels allow for you to be able to carry out these duties. The company may ask you defer or ask to be excused, if the business is likely to suffer adverse effects. Payment of up to 10 days' absence due to jury service, less any costs reclaimed from the court, are payable by the company at our discretion.

Lateness

You are encouraged to organise your time to allow plenty of time to reach your jobs. In the event that you are going to be late, you must contact your client and explain your lateness and provide an estimated time of arrival. If the delay is likely to be longer than 30 minutes, you must contact the office. In the event that you are unable to reach your client, you should contact the office for assistance in making contact. If the job you are on has requested further services, that were not requested at the time of booking, please contact the office to confirm that you have the time to fulfil these additional duties.





Maternity Leave

If you are having a child, you may be entitled to maternity leave and statutory maternity pay. You may take up to 52 weeks' statutory maternity leave, the first 26 weeks know as ordinary maternity leave and the last 26 weeks known as additional maternity leave.

You should inform your manager as soon as possible of your pregnancy, the nature of your work will be given consideration and any assessed alterations made to hours of work and responsibilities as necessary. You must notify the company, in writing, of your pregnancy, along with your expected week of childbirth and intended start date of maternity leave, no later than 15 weeks' prior to your expected week of childbirth. Your midwife or medical practitioner will provide you with a MAT B1 form which must be provided to the company.

Statutory maternity pay is payable for up to 39 weeks and will stop being payable if you return to work (except where you are using your keeping in touch days.)

Statutory maternity pay (SMP) is payable subject to the current government eligibility requirements and at the current prevailing rate. All terms and conditions of employment remain in place during your term of maternity leave. You will also accrue holiday at the normal rate during your term of maternity leave.

Paternity Leave

You may be eligible for paternity leave and pay if you and your partner are having a baby, adopting a child or having a baby through a surrogacy arrangement. You may choose to take 1 week or 2 consecutive weeks' leave. The start date being the actual date of the birth, an agreed number of days after the birth or an agreed number of days after the expected week of childbirth. Leave must be finished within 56 days of the birth or due date if the baby is premature.

Paternity leave is granted and paid if current government eligibility requirements are met and at the current prevailing rate.

You may be able to gain extra leave and pay if your partner returns to work and they qualify for shared parental leave and pay. Partners are eligible to attend up to two antennal appointments with the mother to be.

You must notify the company at least 15 weeks before the baby's expected week of birth, of your baby's due date, when you'd like your paternity leave to start and how much leave you'd like to take. Paternity pay is requested using the government SC3 form, at least 15 weeks prior to the baby's expected week of birth.



Adoption Leave

If you are adopting a child or having a child through a surrogacy arrangement you may be entitled to adoption leave and statutory adoption pay.

Adoption leave is granted and paid if current government eligibility requirements are met and at the current prevailing rate.

You may take up to 52 weeks' statutory adoption leave, the first 26 weeks know as ordinary adoption leave and the last 26 weeks known as additional adoption leave.

Leave may start either on the day the child starts living with you, up to 14 days prior to the expected date of placement, when you have been matched with a child by a UK adoption agency, when the child arrives in the UK or within 28 days of this date (overseas adoptions) or the day or day after the child is born for surrogacy cases.

You must notify the company in writing within 7 days of being matched with a child, of the amount of leave you wish to take, the leave start date and the expected date of placement.

If you are in a surrogacy arrangement you must notify the company at least 15 weeks prior to the baby's due date. Any changes to leave dates are required to be made at least 28 days prior to the original start date or new start date, whichever is earlier.

You must provide 28 days' written notice, to claim statutory adoption pay unless the time between the child being matched and placed is less.

In the event of an overseas adoption you are required to notify the company, within 28 days of your official notification, the date of your notification, the date the child arrives in the UK and how much leave you want to take and when you would like it to start, giving 28 days' notice.

All terms and conditions of employment remain in place during your term of adoption leave. You will also accrue holiday at the normal rate during your term of adoption leave.

You are entitled to work up to 10 days (keeping in touch days) during the term of your adoption leave without bringing your adoption leave or statutory adoption pay to an end.

If you wish to return to work earlier than your expected return date you must give 8 weeks' written notice. If you wish to return later than you expected return date you should request unpaid parental leave, giving as much notice as possible but not less than 21 days, or request annual leave in accordance with your contract.

If you decide not to return to work, you should provide your written resignation in accordance with your contract. If your remaining maternity leave is not sufficient to cover your contractual notice period, you may be required to return to work for the remainder of your notice period.

If you wish to return to work under alternate working arrangements, such as altered hours or part time, you should make your application following the flexible working request procedure.



Parental Leave

Following one-year continuous service and current eligibility criteria as set out by the government, you may take up to 18 weeks' unpaid statutory parental leave for each child. Any leave taken with previous employers counts towards the 18-week allowance and therefore details of previous leave must be provided to the company.

Parental leave may only be taken prior to the child's 18th birthday, or in the case of a child who is entitled to a disability living allowance, prior to their 18th birthday, or in the case of adoption, prior to the 5th anniversary of the child's placement with you.

Except in the case of a child entitled to disability living allowance, leave must be taken on multiples of one-week blocks, with no more than 4 weeks taken per calendar year.

You are required to provide the company with at least 21 days' written notice of your wish to take parental leave. Where you are requesting parental leave following a period of ordinary paternity leave, the company requests that notice of the intention be given at least 21 days prior to the expected week of birth or placement in the case of adoption.

We may postpone parental leave on grounds of peak business levels, a number of other employees wishing 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. In the event of postponement, we shall consult with you no later than 7 days following your request for parental leave. You will not lose your parental leave entitlement should our postponement move the parental leave past your child's 5th birthday or in the case of adoption the 5th anniversary of placement.

During periods of parental leave, you will not be paid your normal salary or be entitled to company benefits and if you hold a stakeholder pension, we shall not make contributions during this time. However, during parental leave you are entitled to benefit from contractual terms. If your parental leave exceeds 4 weeks or it has been combined with additional maternity, paternity or adoption leave, it may not be possible to return to your original position. In these circumstances you will be offered suitable and appropriate alternate position. If you wish to return to work under alternate working arrangements following parental leave, such as altered hours or part time, you should make your application following the flexible working request procedure.

Shared Parental Leave

You may be eligible to take shared parental leave (SPL) and be paid statutory shared parental pay (ShPP) if you are having a baby or adopting a child. SPL allows you to take leave in blocks of time separated by periods of work.

You are only eligible for shared parental leave once the mother has ended her maternity leave, or in the case of adoption, you or your partner must end the adoption leave.

SPL is granted and paid if current government eligibility requirements are met and at the current prevailing rate.

Absence from Work

Shares Parental Leave continued.....



You may take up to 52 weeks leave (minus any weeks of maternity or adoption leave taken) and be paid for up to 39 weeks (minus any weeks of maternity pay, maternity allowance or adoption pay taken). It is a legal requirement that following childbirth the mother takes 2 weeks' maternity leave.

SPL and ShPP must be taken between the baby's birth and their first birthday, or within one year of adoption.

Dependant Leave

It is your legal right to be able to take time off work to deal with an emergency involving a dependant. A dependant could be a spouse or partner, a child, a parent or someone who depends on you for care. The company supports providing you with a reasonable amount of unpaid time off work to care for dependants, in these circumstances.

You should seek authorisation from your manager with the reason for the absence and the length of time you expect to be away from work. If you fail to notify the company, you may be subject to disciplinary action.



Leaving J Kirby Electrical Ltd

Notice Period



Your individual notice period will be detailed in the terms of your employment contract. You are required to provide written notice of resignation. We may at our discretion terminate your employment without notice and make a payment of basic salary in lieu of notice.

We are entitled to dismiss you at any time without notice or payment in lieu of notice if you commit a serious breach of your obligations as an employee or if you cease to be entitled to work in the UK.

Retirement

We have no fixed retirement age and acknowledge that retirement is a personal choice. We do not pressurise employees to resign because they have reached or are approaching a certain age. Employees are free to retire when they choose or seek alternate working patterns through the flexible working arrangement.

If you have decided to retire, we would ask for as much notice as possible, although you should give as much notice as you are contractually obliged to as a minimum.

Garden Leave

Following notice to terminate employment by either yourself or the company, the company may choose to put you on garden leave. You may be given alternate duties or have duties restricted during your period of notice or be excluded from company premises. You must ensure that your manager is aware of your whereabouts and means of contact during each working day. You shall continue to receive your basic salary and all contractual benefits in the usual manner. You will remain an employee of the company and as such are bound by the terms of your contract.

References

All reference requests for previous employees must be completed by a company director and may not be given by individual employees of the company. References shall state the name of the employee, start and leaving date and the final salary.

Redundancy

It is our intention to manage the business to ensure employment security for all employees. However, the pattern or volume of our business levels may change and the requirements for employees reduce. We will always try to find ways to avoid compulsory redundancies and will enter into a period of consultancy with the employees affected to review any alternate measures that might be considered and do not cause detriment to the business.

When it is not possible to avoid compulsory redundancies any selection for compulsory redundancy will be undertaken fairly and reasonably with those selected consulted on an individual basis. They will be given notice of termination in accordance with employment contracts and a written confirmation of payments that they will receive. Employees in this situation will be given the opportunity to appeal. Alternate employment will continue to be sought for the employees affected until their termination dates.

Leaving J Kirby Electrical Ltd

Restrictions and Obligations on Termination



Upon termination of your employment or, if earlier at the start of garden leave deliver to the company all tools, materials, records and other information (including, without limitations, in written oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) made, compiled or acquired during the term of employment and relating to the company or its business contacts, any keys, credit cards and other property of the company which is in your possession, custody, care or control.

You are required to irretrievably delete any information relating to the business of the company stored on any magnetic or optical disk or memory and all matter derived from such sources which are in your possession, custody, care or control outside of the premises of the company.

In order to protect the confidential information and business connections of the company, to which you will have had access to throughout the term of your employment, you must agree that you will not, for 6 months after termination: entice any restricted customer away from the business with a view to providing goods or services in competition with the company; offer to employ or engage or otherwise entice away from the company any of its employees; work in any capacity with any business which is in competition with the company; represent yourself as connected with the company in any capacity.

These restrictions apply to you acting directly or indirectly and on your own behalf or on behalf, or in conjunction with, any firm, company or person.

If you receive an offer to be involved in a business concern in any capacity during your employment, including during any notice period, you must supply them with a copy of this policy within your employment contract and inform your line manager of the identity of that person as soon as possible after accepting the offer.



Information, Data and Computer Usage

Personal Information and Employment Privacy



You are required to notify the company in writing of the following personal details on initial employment and of any changes throughout your term of employment: name; birth or adoption of children; address and telephone number; bank details; health including any disability; whom not notify in case of illness or injury; next of kin; doctor's name, address and telephone number; any other jobs you have; professional and educational qualifications gained during employment; tax code. We will not release personal information to outside sources without your consent.

Business Records and Property

All records you make must be truthful and accurate, including timesheets, records relating to third parties or the company's activities. The company has to file periodic reports and provide evidence for audits, employees are required to provide full, fair and accurate disclosure in a timely manner as requested by the company's directors.

All documents, manuals, hardware and software provided for your use by the company, as well as any data or documents (including copies) produced, maintained or store on our computer systems or other electronic equipment, including mobile phones, remain the property of the company.

Copyright

You are not permitted to copy materials either wholly or in part. It is your responsibility to ensure that you do not infringe third party rights by making unauthorised copies or by downloading unauthorised content from the internet. Any unauthorised copying or downloading exposes the company to potential civil and criminal liability and adverse publicity, and you may face disciplinary action if you are found to be at fault.

E-mail

All emails are logged and may be archived, and which may be subject to periodic inspection by the company. You should consider if email is the most appropriate method of communication and ensure that it is professional and courteous. You must not adopt a false identity or send email anonymously, always keeping in mind the reputation of yourself and the company. You are required to keep up to date with your email correspondence, accessing your account at least once each working day. Out of office and automated messages should be considered to effectively manage customer expectations of a response.

Please consider the content of your email and ensure that it is not abusive, obscene, discriminatory, racist, harassing, derogatory or defamatory. If you feel that you have been harassed or bullied or are offended by material received from a colleague or client via e-mail you should inform your line manager. Equally, sending emails containing jokes or potentially embarrassing information is not permitted.

If you receive a wrongly directed email, please return it to the original sender. Any confidential or secure information held within the email should not be disclosed or used in anyway.

Personal emails must clearly identify that they are unrelated to the company and of a personal nature. The use of the email system, contacts lists and content of emails must not be used for personal gain.

Information, Data and Computer Usage



Computer Usage

You are responsible for the security of the equipment allocated to you or used by you and must not allow it to be used by anyone other than those authorised. Your login name and passwords identify you on the systems used by the company and therefore are not to be given to anyone else or access allowed to the system by anyone else, whilst you are logged in. Passwords and confidential information relating to the company's systems must not be transmitted over the internet or via email. You are not permitted to change or use another person's output or user name for which you do not have permissions.

We will make every effort to keep data secure and protected in the event of software or hardware failures. Documents should be saved in the shared access data folders held on drop box.

Only software for which the company owns a licence may be installed onto any machine. The use of software in a manner that disregards its licence, or the copying of software is strictly prohibited. You must not delete, destroy or modify existing systems, programs, information or data which could have the effect of harming the company or expose it to risk.

No device or equipment should be attached to our systems without prior approval from the company. This includes any USB flash drive, MP3 or similar device, PDA or telephone.

Employees should 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.

We permit the occasional use of the internet, email and telephone system to send personal email, browse the internet or make a personal telephone call. You are to ensure that personal use is mainly carried out, out of working hours (during lunch breaks, before 9am and after 5.30pm). personal use must comply with the company's handbook, equal opportunities, anti-harassment, data protection and disciplinary policies.

Please be aware that our systems are monitored, and we reserve the right to retrieve information to ensure legitimate use of the email system, find lost messages, comply with legal obligation, assist in investigations of wrongful acts or any other reasonable action for the purpose of the company's business. Misuse or excessive use or abuse of the company telephone or email system or inappropriate use of the internet in breach of this policy will be subject to disciplinary action and in certain cases of misuse of the internet, amounting criminal behaviour, be subject to criminal proceedings.

Information, Data and Computer Usage

Social Media



We recognise that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media, such as Facebook, Twitter and blogs. However, such use of social media can pose a risk to the company, in terms of reputation, security surrounding confidential and proprietary information and can jeopardise our compliance in legal obligations.

This policy deals with all forms of social media, including Facebook, LinkedIn, Twitter, Wikipedia, all other social networking sites, and all other internet postings, including blogs and applies to the use of social media for both business and personal use. Any breach of this policy may result in disciplinary action, including dismissal.

Social media should not be used in a way that breaches any of our other policies. If an internet post would breach any of our policies in another forum, it will also breach them in an online forum.

The company reserves the right to monitor, intercept and review messages posted to and received from social media sites. We may also store any copies of data or communications for a period of time after they were created or delete without notice.

Employees must protect the business reputation whilst posting in social media, being careful not to post disparaging or defamatory statements about the organisation, our clients, suppliers, vendors, stakeholders or other affiliates.

Any statements made on social media should be made in the first person on your own behalf, using personal methods of contact where applicable. If you disclose your affiliation with the company, you are required to also state that your views do not represent those of your employer.

You should avoid making comment to sensitive business-related topics, such as company performance, even if you make it clear that the views are your own. If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from making the communication until you discuss it with your Manager.

You should respect your colleagues, clients, partners and suppliers and not post anything that might be found offensive, including discriminatory comments, insults or obscenity. Please do not post anything about your colleagues, clients, partners or suppliers without their expressed permission.

The company may use internet searches for the purpose of recruitment, which will be in accordance with our equal opportunities and equal opportunity obligations.

Information, Data and Computer Usage

General Data Protection Regulation.



GDPR controls how personal data is used by organisations, businesses and the government. Anyone processing personal data must comply with the enforceable principles of good practice. These provide that personal data must be:

- Ensuring that when data is collected that the subject from whom the data is being requested, is made aware of who the data collector (controller) is, how the information is to be used and that they are as the data subject can request to see the information, correcting it if it is wrong.
- For personal data to be processed lawfully, conditions may include that consent has been given by the data subject and that the processing is for the legitimate use of the data controller.
- Data shall not be collected for one purpose and then used for another. If another purpose is sought, then the data subject must be informed.
- Data shall be relevant to the purpose for which it is being collected and as communicated to the data subject.
- Personal data shall be accurate and kept up to date. Steps shall be taken to ensure the accuracy of the information at the point of collection and at periodic intervals thereafter.
- Data shall be destroyed and erased from our system when it is no longer required.
- Data subjects have a right to access the information held by the data controller, prevent the processing of their data for direct-marketing purposes, ask to have inaccurate data amended and prevent processing that is likely to cause damage or distress to themselves or others.
- Procedures and technologies to maintain the security of all personal data from the point of collection to the point of destruction and ensuring third party adherence to the same.
- Guaranteeing confidentiality Only those authorised to use the data are given access.
- Security procedures include Entry controls, secure lockable cupboards or means of storage, methods of disposal (shredding paper documents and physically destroying disks and storage devices), equipment not displaying confidential information to passers-by and computers logged off when not in use.
- A formal written request known as the 'subject access request' can be made by the data subject. All request should be passed to their line manager.
- Requests made by telephone follow a strict protocol the identity of the caller and their
 entitlement to the information requested is confirmed, a written request is recommended if the
 identity of the caller cannot be checked and in difficult situations the caller is referred to the
 office, in the first instance. The Director shall provide guidance thereafter.

Working together

Equal Opportunities



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

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

The policy of equal opportunity also applies to the way in which we treat visitors, clients, customers, suppliers and former staff members.

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

Within this policy we include both direct and indirect forms of discrimination. That aimed directly towards a person and that incurred indirectly when actions against another adversely affect other with the same protected characteristic.

We aim to ensure that no job applicant is discriminated against because of their protected characteristic. Selection is based upon a person's merits and abilities. Job advertisements avoid stereotyping and using wording that may discourage particular groups from applying. We take steps to ensure that are advertisements are placed in a diverse labour market and applicants will not be asked about health or disability before a job offer is made. There are limited exceptions which may arise in cases where: the role is dependent upon the capability to carry out an intrinsic part of the role; the company wishes to take positive action to recruit differently abled persons; to question is an applicant is fit to attend an assessment or if adjustments may be needed at interview.

Applicants should not be asked about past or current pregnancies or about future intentions related to pregnancy. Applicants will not be asked about matters concerning age, race, religion or belief, sexual orientation, or gender reassignment without the approval of the directors (who should first consider whether such matters are relevant and may lawfully be taken into account).

We are required by law to ensure that all applicants are permitted to work in the UK. All perspective employees irrespective of nationality are required to produce original documents (such as a passport) to satisfy current immigrations legislation.

Training opportunities are identified and reviewed through staff appraisal and personal development plans. All employees are given appropriate access to training to enable them to progress within the organisation and all promotion decisions are based upon merit.

Working together

Equal Opportunities continued.....



Our terms and conditions of employment are reviewed periodically to ensure that they are accessible to all employees and that there are no unlawful obstacles to accessing them.

We ensure that redundancy criteria are fair and objective and are in no way directly or indirectly discriminatory. We will also ensure that disciplinary procedures and penalties are applied without discrimination, whether they result in disciplinary warnings, dismissal or other disciplinary action.

If you are differently abled or become differently abled, we encourage you to report it to your line manager, so that we may support you appropriately. If you experience difficulties at work, you may wish to contact your line manager to discuss any reasonable adjustments that would help overcome or minimise the difficulty. The company may wish to consult with you and your medical adviser(s) about possible adjustments. We will consider the matter carefully and try to accommodate your needs within reason. If we consider a particular adjustment would not be reasonable, we will explain our reasons and try to find an alternative solution when possible.

We monitor our use of fixed-term and part time employees and agency workers, and their conditions of service, to ensure that they are being offered appropriate access to benefits, training, promotion and permanent employment opportunities.

If you believe that you may have been discriminated against you are encouraged to raise the matter through our grievance procedure. All allegations regarding potential breaches of this policy will be treated in confidence and investigated in accordance with the relevant procedure. Employees who make such allegations in good faith shall not be victimised or treated less favourably as a result. Any employee, who is found to have committed an act of discrimination or harassment will be subject to disciplinary action.

Bullying and Harassment

The company aims to ensure that all employees are treated and treat others with dignity and respect. There is a zero tolerance for harassment and bullying in and out of the workplace (including at functions, events, work social gatherings and at client premises.)

We take allegations of bullying or harassment very seriously and will deal with them in a confidential and timely manner where possible. All allegations are investigated and heard through the disciplinary procedure, which in some cases may amount to gross misconduct leading to summary dismissal.

If you feel that you are being bullied or are suffering harassment by another colleague, manager or client, you should initially report it to your manager. In cases where the allegation involves your manager you should report it to the Company Director.

Working together

Anti-Bribery and Corruption



A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage.

It is our policy to conduct our business, at all levels, in an honest and ethical manor. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships. We uphold all laws relevant to countering bribery and corruption. However, we remain bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct both at home and abroad.

Bribery and corruption are punishable for individuals by up to ten years' imprisonment and if we are found to have taken part in corruption, we could face an unlimited fine, be excluded from tendering for public contracts and face damage to our reputation. We therefore take our legal responsibilities very seriously.

We have identified that the following are relevant risks for our business:

- Turning a blind eye to improper or unsafe act or unsafe condition.
- Falsifying documents and backdating policies, reports or records.
- Not reporting the circumstances of an incident, accident, act or condition.
- Supplying competency certificates or awards without those persons

attending and passing the criteria and standards.

To address those risks, we shall undertake random sampling. Any evidence uncovered that brings any bribery to light will be taken seriously and will be dealt with under our disciplinary policy and may result in a summary dismissal for gross misconduct.

This policy does not prohibit normal and appropriate hospitality (given or received) to or from third parties. The giving or receipt of gifts is not prohibited, if the following requirements are met:

Working together

Anti-Bribery and Corruption continued



We appreciate that the practice of offering and receiving gifts varies between countries and regions. All gifts must be reasonable and justified. We do not make, and will not accept, facilitation payments or "kickbacks" of any kind. Kickbacks are typically payments made in return for a business • It is not made with the intention of influencing third party to obtain or, retain services or a business advantage, or to reward the provision or retention of services or a business advantage or is given or received in exchange for favours or benefits.

- It is not accepted from a third party that you know, or suspect has offered it with an expectation that a business advantage will be provided by us in return.
- It complies with local law.
- It is given or received on behalf of the company and not personally.
- It does not include cash or a cash equivalent.
- It is appropriate to the circumstances.
- It is given openly and not in secret.
- It is not offered to, or accepted from government officials,

representatives, politicians or political parties, without prior consent from the company director.

favour or advantage. All workers must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

We do not make contributions to political parties. We do not make charitable donations. No donation must be offered or made without the prior approval of the company director.

Actions that may arise during your term of employment and which may raise concerns under various anti-bribery and anti-corruption laws must be reported to the company director immediately. Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct.

We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties. You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to managerial review. You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.

Working together

Substance Misuse



All staff are expected to arrive at work fit to carry out their jobs and to be able to perform their duties safely without any limitations due to the use or after effects of alcohol or drugs (whether prescribed, over the counter or illegal). Misuse of alcohol and drugs can lead to reduced levels of attendance, reduced efficiency and performance, impaired judgement and decision making and increased health and safety risks, not only for the individual but also for others that you work with. Irresponsible behaviour or the commission of offences resulting from the misuse of alcohol or drugs may damage our reputation and, therefore, our business.

If your own performance is considered to be reduced due to the misuse of drugs and alcohol, it will, in the first instance, be reported to the company director. An investigation into the allegations shall be carried out and assistance offered where appropriate.

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You should not drink alcohol during the normal working day, at lunchtime, at other official breaks and at official work-based meetings and events. Drinking alcohol while at work without authorisation or working under the influence of alcohol may be considered serious misconduct.

If you notice a change in the behaviour of a colleague, you should encourage them to seek help from the Office Manager. If they will not seek help themselves, you should bring it to the attention of the Office Manager. You should not attempt to cover up for a colleague whose work or behaviour is suffering because of an alcohol or drug related problem.

If you believe that you have an alcohol or drug-related problem, you should seek specialist advice and support as soon as possible.

Working together

Substance Misuse continued



We expect all our staff to comply with the drink-driving legislation at all times. Our reputation will be damaged if you are convicted of a drink-driving offence and, if your job requires you to drive and you lose your licence, you may be unable to continue to do your job and may lead to disciplinary action being taken.

If you are prescribed medication you must seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job. Any effects to the performance of your role must be reported to your line manager immediately. Your daily duties may be altered subject to a risk assessment being carried out.

We aim to ensure that the confidentiality of any member of staff experiencing alcohol or drug-related problems is maintained. However, it may be necessary to share some degree of information in the support of staff.

If, after acknowledging an alcohol of drugs related problem, you seek treatment / support to rehabilitate any related performance or disciplinary action may be suspended for a period of time, discontinued or continued, pending the outcome of the treatment.

Environmental Commitment

It is our aim to promote environmental sustainability throughout our day to day operations. To support this aim, all employees are required to understand and consider the impact that their duties have on the environment. You are required to minimise any negative effects, considering alternate methods of carrying out the duties, where possible. You are required to comply with environmental legislation as it applies to the company.



Working together

Stress



We endeavour to maintain a working environment in which everyone treats one another with dignity and respect and can co-operate with and trust their colleagues. We recognise the importance of a supportive environment and working culture and of identifying and reducing workplace stressors.

There is an important distinction between working under pressure and experiencing stress. Certain levels of pressure are acceptable and normal in every job. They can improve performance, enable individuals to meet their full potential and provide a sense of achievement and job satisfaction. However, when pressure becomes excessive it produces stress.

We have a legal duty to take reasonable care to ensure that your health is not put at risk by excessive pressures or demands arising from the way work is organised.

We are committed to identifying, tackling and preventing the causes of work- related stress and to providing appropriate support and consideration to staff suffering from stress, on a confidential basis when appropriate.

In consideration of preventing work-related stress we ensure that:

- We promote open and honest communication.
- Constructive feedback with encouragement and two-way discussion.
- Effective allocation of workloads
- Training and development opportunities with performance appraisals to assess suitability of workloads.
- Facilitate flexible working where appropriate.
- Addressing bullying and harassment, violence, aggression and inappropriate behaviour in a timely fashion.
- Provide support services, such as occupational health.

If you believe you are suffering from stress you should discuss this with your manager or supervisor in the first instance. Once an issue affecting your health comes to the attention of your manager, steps will be taken to address that issue.

If you report that you are suffering from stress, you will be protected from any form of intimidation or victimisation, with all matters remaining confidential.

Any breach of this policy will be dealt with under the company's grievance and disciplinary procedures.

Working together

Whistleblowing



The company aims to create an open and honest culture. The company takes allegations of a breach of statutory or company rules seriously and seeks to ensure that employees acting in good faith and reporting such breaches are treated fairly, without detriment or victimisation and in confidence.

Employees are encouraged to report any wrong doing to their line managers, who have a responsibility to investigate and deal with any breaches in accordance with company policies.

Whilst the company does not require proof, you are required to demonstrate a valid reason for your concern. The company will view all allegations in good faith, however where allegations are proven to be malicious and in bad faith, you will be subject to disciplinary action.

The company will need to make preliminary enquiries to decide if a full investigation is required and subject to any legal limitations you will be informed of the outcome of any preliminary investigation and action that has been taken.



Working together

Disciplinary Procedure



It is our policy to ensure that any disciplinary matter is dealt with fairly and in accordance with the Disciplinary Procedure. The aim of the Disciplinary Rules and Disciplinary Procedure is to set out the standards of conduct expected of all staff and to provide a framework within which managers can work with staff to maintain those standards and encourage improvement when necessary.

While working for us you should always maintain professional and responsible standards of conduct. You should:

- Observe the terms and conditions of your contract
- Observe all policies, procedures and regulations which are included in this Staff Handbook or notified to you from time to time by means of e-mail or otherwise
- Take reasonable care in respect of the health and safety of colleagues and third parties
- Comply with all reasonable instructions given by managers
- Act always, in good faith and in the best interests of the company, its customers and staff.

It is not always necessary to use the formal disciplinary procedure if problems can be resolved early enough. Minor issue can be dealt with by establishing the facts and discussing the issues in private. Formal disciplinary procedures should take place where the offence is considered of serious nature or where informal routes have proven unsuccessful. Disciplinary matters will be dealt with sensitively with due care for the privacy of individuals involved.

An investigation into the facts surrounding the allegations will be carried out to provide a fair and balanced view, before deciding whether to proceed with a disciplinary hearing. No decision is made to the outcome before the hearing process.

If you conduct is subject to criminal investigation, charge or conviction we will not normally wait until the outcome of any prosecution before investigating and deciding what action, if any to take. A decision will be made on the evidence available.

The following tables give examples of what is considered by the company as misconduct and gross misconduct and will be dealt with under the disciplinary procedure

Working together

Misconduct table



Misconduct
Minor Breaches of the company policies
Minor Breaches of your contract of employment
Damage to or unauthorised use of property
Poor timekeeping or time waiting
Unauthorised absence from work
Refusal to follow instruction
Excessive use of telephone for personal calls
Excessive personal internet or email usage
Negligence in the performance of your duties
Obscene language or offensive behaviour
Smoking in non-smoking areas

^{*}This list is intended as a guide and is not exhaustive.



Working together

Gross misconduct table

Gross Misconduct

Theft or fraud

Violence or bullying

Deliberate or serious damage or misus to company property, equipment or IT systems

Deliberate access to internet sites of adult, offensive or obscene content

Serious insubordination

Being under the influence of illegal drugs, alchohol or other substances during working hours

Possession, use, supply or attempted supply of illegal drugs

Damaging the company reputation by any means

Discrimination or harassment

Serious breach of employment contract, health and safety, data protection, antibribery and corruption and other statutory rules affecting your work

Conviction of a crime that may affect the company reputation or your ability to carry out your role

Refusal to disclose any of the information required by your employment or any other information that may have a bearing on the performance of your duties

Giving false information as to qualifications or entitlement to work (including immigration status)

Loss and failure to keep up to date qualifications, license or membership associated with your role or duties of your role

Falsifying business records

Undertaking unauthorised paid or unpaid employment during your working hours

Persistent lateness or absenteeism

Repetition of previous offences for which warnings have already been given or the continuance of poor work within the time limit set at a warning stage.

Working together

Grievance



^{*}This list is intended as a guide and is not exhaustive.

It is our aim to provide a positive working environment. If a grievance arises it is our policy to ensure that any matter is dealt with fairly and in accordance with the Grievance procedure. Most grievances can be resolved quickly and informally through discussion with your line manager. If this does not resolve the problem, you should initiate the formal procedure.

You are required to submit your grievance in writing to your line manager, or in the case where your line manager is who your grievance concerns, it should be submitted to the company director. The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that we can investigate it.

We will arrange a grievance meeting, normally within one week of receiving your written grievance. You should make every effort to attend. You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be a trade union representative or a colleague.

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

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

We will hold an appeal meeting, normally within two weeks of receiving the appeal. You will again have a right to bring a companion. The final decision will be confirmed in writing, usually within one week of the appeal hearing. There is no further right of appeal thereafter.

The company reserves the right to instigate the disciplinary procedure in respect of any employee connected with a formal grievance, where an employee appears to have demonstrated behaviour consistent with misconduct or gross misconduct.

Working together

Recruitment



The recruitment process aims to select the most suitable candidates for vacant positions, whilst complying with its equal opportunities policy.

Vacant positions shall be advertised internally, via email communication. Positions advertised externally will be done so using suitable and appropriate mediums, commensurate with the vacant position level and value.

Current employees may recommend suitable candidates for employment, however may not solely make the final decision of employment.

During the selection process any requirements for age, ability, experience and qualifications will only be made if they are necessary for the particular vacancy and will not be applied in a discriminatory manner.

Candidates may be required to carry out a practical interview, that will be relevant to the role being applied for.

All short-listed candidates will be required to attend an interview. The assessment panel shall remain consistent for each vacant position interviewed.

The successful candidate shall receive a written letter of offer with a contract of employment, which will be required to be signed and returned with proof of competency.



Disclaimer – The handbook has been written to reflect the company position upon matters relating to its business. Where policies conflict with statutory regulation, the statutory regulation shall supersede any company preference and shall be upheld.

