



Chamberlaine Cleaning Services Ltd
Employee Handbook

01.05.2023 Version

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MISSION, VISION AND VALUES

Mission Statement

Delivering successful office cleaning solutions through motivated people.

Vision

To be recognised as London's leading provider of tailored cleaning solutions, delivered by people with passion and determination.

Values

- To meet the needs of our customers
- To lead our people to be the best
- To promote a 'can do' attitude
- To deliver service excellence
- To be a socially and environmentally responsible company
- To value and employ our people
- To be accountable to our customers
- To be a safety conscious company
- To continuously improve

PART ONE - RULES RELATING TO YOUR EMPLOYMENT.

Your individual holiday entitlement is outlined in your principal statement of terms and conditions of employment.

1.0. HOLIDAYS

1.1. Holiday

Our holiday year begins on 1st January and finishes on 31st December. If you start or finish your employment during the year, holiday entitlement will be calculated as a ratio of the annual entitlement for each completed day of service during that holiday year.

1.2. Rules regarding annual leave

- a) Holiday Request Forms have to be completed by you and then approved by your Manager.
- b) All holidays should be authorised before bookings are made. The company will accept no liability for any costs incurred for refused holidays in the event that bookings have been made prior to any holiday being requested or approved.
- c) We will do our utmost to ensure that your request is accommodated, but please be aware that operational issues must be the priority.
- d) Leave requested during December and August, other than any shut down period as advised by the company, may be refused as these are our busiest periods and we have to maintain the operational effectiveness of the company.
- e) Holidays will be agreed to on a first-come, first-served basis.
- f) You need to give four week's notice for 1 week or more holiday unless agreed otherwise by the Managing Director.
- g) You may request up to two consecutive week's holiday at any one time, although longer periods will be considered in exceptional circumstances.
- h) You may be required to reserve a number of days holiday for the Christmas shut down period. We will issue closure details at the time.
- i) You may only take holidays as they are accrued during the first year of employment.
- j) No part of one year's holiday can be carried forward to subsequent years
- k) You are required to take all your statutory annual leave, to be booked in line with normal procedures, as stated above. Holiday that is not taken will be lost and not paid in lieu, save in the event of your long term sickness immediately prior to the end of our annual leave year. Therefore it is important that you take all your holiday entitlement in the year in which it was accrued. However, should your employment come to an end before any accrued holiday is taken, you will be paid the balance of holiday pay due.
- l) Holiday pay is at your normal rate of pay. Where this rate of pay varies or where there are no fixed contractual hours of work (normal working hours), the rate will be calculated as an average of the pay received in the 52 weeks leading up to the period of holiday requested.
- m) If you fall sick immediately prior to or during pre-booked annual holiday, specific permission needs to be obtained before you can take the holiday on another occasion. Permission will only be given if the period of sickness is certified by a medical practitioner.
- n) If you have been absent because of an illness or injury we reserve the right to ask you to take any holiday that has accrued whilst you have been away before you start working again. In these circumstances you will be given as much notice as possible and no less than double the notice in any event.
- o) Payment made for holiday in excess of your entitlement may be recovered from your final pay or any money owed to you.
- p) When you are working under notice, we reserve the right to require you to take any remaining holiday entitlement during this period. In these circumstances you will be given as much notice

- as possible and no less than one day in any event.
- q) In the event of your resignation, where the operational needs dictate, pre-booked holiday may not be accepted as forming part of the period of notice you are required to give. However, we do reserve the right to require you to take any remaining holiday entitlement during this period and you will be advised of this accordingly.
 - r) In the event of lay-off or short time working you may be required to take any accrued holiday to reduce the lay-off or short time working period.
 - s) Requests for annual leave to observe religious holidays will be given proper consideration and we will do our best to grant them subject to operational needs and compliance with the rules regarding annual leave as set out above.
 - t) You will generally continue to accrue holiday entitlement during maternity, paternity and adoption leave. You may be required to take any outstanding annual leave either before or immediately after such periods of leave. You may not however, take annual leave during maternity, paternity or adoption leave.

2.0. ABSENCE

2.1. Time off for Appointments

If you wish to take time off, for whatever reason, you need to get the permission of your Supervisor beforehand. Where possible, you should arrange medical, dental and other personal appointments outside working hours and permission should be sought in any event from your supervisor should you need to take time away from work. We are not obliged to pay you or approve time spent away from work on private appointments except where there is a statutory right, such as antenatal visits.

If considered necessary by the company you will be asked to provide written confirmation of your appointment.

2.2. Absence

Good attendance and timekeeping are essential to the efficient operation of the organisation. Poor attendance is a disciplinary matter and sickness absence is monitored by the organisation. You are required to co-operate fully with management to enable complete and accurate records to be kept in respect of all absences, whether agreed in advance or otherwise.

- a) You should give as much notice as possible if you are going to be absent from work. Office Staff should give at least 1 hours notice and due to cover needing to be arranged Cleaning Operatives should give 2 hours before the start of your shift.
- b) All employees should contact on every day of absence, unless otherwise agreed with your Supervisor or you are covered for a longer period by a doctor's Statement of Fitness for Work (fit note).
- c) Speak to the Supervisor, Area Manager or office team, directly via telephone. If unavailable, record the time and name of the person to whom you reported your absence.
- d) Text message on phone or WhatsApp are not acceptable forms of absence notification. You are expected to call in person or ask someone to call on your behalf so we can ensure we understand what is wrong with you and likely duration of your absence.
- e) You must leave contact details so that we can get in touch with you and you must make yourself available to received a call from a member of management if required.
- f) It is your responsibility to make contact with the company and keep us informed of your continuing absence. You must contact the Supervisor prior to the fit note expiring (whether or not you expect to return to work) and inform them of your intentions.
- g) If your sickness runs over 7 calendar days you must obtain a fit note or Med 10 Form and forward it to us immediately and in any event to arrive no later than the 10th day of absence. It is important that you comply with these procedures otherwise your SSP may be delayed or not

paid at all.

- h) On your return to work you may be required to complete a Return to Work Questionnaire detailing the reason for your absence.
- i) You may be required to attend a Return to Work interview to review your absence.

It is very important that you follow this procedure. If you do not, disciplinary action may be taken and there may be a delay in sickness payments or they may not be paid at all.

If you fail to contact the Company without good reason your absence will be classed as unauthorised absence. Unauthorised absence will lead to disciplinary action and, if circumstances warrant it, may result in your dismissal without notice for gross misconduct.

Giving false details of illness in order to receive sick pay will be considered an act of fraud and can result in dismissal without notice for gross misconduct.

2.3. Fit notes

In the event that a Statement of Fitness for Work (fit note) completed by your doctor indicates that you may be fit for work with some support, we will want to discuss this with you before making a decision. We will look to find a solution that both meets the needs and provides real benefits to you and to the Company. This might include a phased return to work, altered hours, amended duties or workplace adaptations, and your terms and conditions may be temporarily adjusted accordingly.

If we do not think it is practical to provide the support indicated by your doctor to enable your return to work, we will use the fit note as if your doctor had advised you were 'not fit for work'. Sick pay as per your contractual terms and Statutory Sick Pay rules will then apply. We might want to set a date to review our decision and will let you know if this is the case.

2.4. Absence levels

We monitor absence levels and unacceptable levels or patterns of absence may lead to disciplinary action. Each case will be assessed on its merits and within the disciplinary procedures. In order to investigate absence from work we reserve the right to visit you at home.

2.5. Sickness absence and statutory sick pay (SSP)

During authorised absence due to sickness you are **only** entitled to SSP, provided you earn more than the minimum criteria set out in the SSP regulations.

- a) Waiting days - before payments of SSP are made to you there is a period of 3 waiting days for which you will receive no SSP, wages/salary or other payments. The first waiting day will be the first day that you should have been available for work.
- b) SSP - if you are sick for a period of 4 or more working days, we may pay you SSP if you are eligible. SSP is treated the same as wages and is subject to Income Tax deductions and National Insurance contributions.
- c) Self-certification - On your return to work after a period of sickness of 7 calendar days or less, you must complete the self-certification documentation and hand it to your Area Manager.
- d) Doctor's fit note - if you are sick and your absence has been, or you think will be longer than 7 calendar days, you must obtain a fit note or Med 10 Form and submit it to your Supervisor. If your sickness runs over 7 calendar days you must notify your Supervisor once a week and supply us with a fit note or Med 10 Form to cover your absence. It is important that you comply with these procedures or else your SSP may be delayed or not paid at all.
- e) Payments may be withheld if we believe there is reason to doubt the validity of a claim for sick

pay. Please be aware that if you fail to follow the above requirements, disciplinary action may be taken. We reserve the right to order an independent medical examination where considered necessary. Unauthorised absences or false reporting of sickness are serious disciplinary matters.

If you are taking medication you must tell your doctor the nature of your work or inform the HR Department. Some medication causes drowsiness, which can be dangerous in certain circumstances.

If you are absent from work as a result of an injury or illness for which you later receive compensation, you agree to reimburse the Company for any sick pay you have received that the Company is unable to recover from any other sources.

2.6. Medical information

You should inform your manager of any health conditions or symptoms that you may have in order for any applicable support to be provided. If we are unaware of such we will be unable to assist with any appropriate reasonable adjustments that may be required.

If we are concerned about your absence record, we may ask your permission for you to have a medical examination by your doctor, or a doctor of our choice. If you do not agree to this, we will have to make a decision about your continued employment based on the information available.

If it is recommended by your medical practitioner that you need a temporary period of restricted duties (e.g. avoiding heavy lifting), you should submit the necessary medical information to HR Department to allow them to discuss how to support you. If we are unable to accommodate a temporary period of restricted duties then you will be deemed to be unfit for work. If you report for work without any medical documentation to the contrary, you will be treated as fully fit for work. You may not self-diagnose the need for restricted or adjusted duties or hours.

2.7. Sickness absence and other work

If you are absent from work due to sickness or injury, you must tell us before you carry out any form of alternative or additional employment, self-employment or voluntary work, whether paid or unpaid. A breach of this rule may lead to disciplinary action and result in your dismissal without notice for gross misconduct.

3.0. LATENESS, TIMEKEEPING AND ATTENDANCE AT WORK

3.1. Lateness

You should ensure that you arrive at your place of work sufficiently early to be ready to commence work at your specified start time. If you are unable to get to work on time you must contact your Supervisor or Office to inform us of your expected time of arrival and to explain the circumstances. If you turn up late, you may face disciplinary action. You will also be required to make up all the time lost due to lateness or have money deducted for the time lost.

3.2. Leaving the workplace

You are not allowed to leave your place of work except during authorised breaks or with the permission of management. Leaving your place of work without authority may lead to disciplinary action and, if the circumstances warrant it, lead to dismissal for gross misconduct.

3.3. Time and Attendance

You must clock in (book on) on arrival by using the Timegate system when you arrive on site and clock out (book off) whenever leaving work. If you are entitled to a formal break during your shift the system will automatically deduct this time therefore you are not required to clock out during break times, however you must take breaks as instructed. If the site you work on has incorporated the Biometrics System of Face Recognition you should use the face scanner to register your attendance, whereby the software on Templar CMS will match records and record you as being in attendance. Should the site that you work on not include facial recognition software you are required to download the App on your phone and register your attendance by **clicking on 'book on', enter the site (SIN) 4-digit code and then 'ok'. When it is time to 'book off' press that option and click 'ok'.**

The information that will be held by the systems would be: 1. Photograph – (if using a biometric Scanner); 2. Your Name; 3. Your email Address; 4. Your Employee Number; 5. Start Date (so that the system is aware that you are a current employee).

Please note that all Information is securely stored and not accessible by our clients. Only authorised personnel will have access such as senior management and HR. Additionally, such information may be shared externally with relevant authorities where appropriate and third party Employment/Legal advisors. This data information is necessary for carrying out our legal obligations in respect of the Working Time Regulations 1998, security requirements of the site and keep a record of absence and absence management procedures, to allow effective workforce management and ensure that employees are receiving the pay or other benefits to which they are entitled.

If you are found to have tampered with any clocking record you may face disciplinary action. The clocking in and out machine, if available at a site, will be located at reception or security office (different for each site). This biometric information is necessary for carrying out our legal obligations in respect of the Working Time Regulations 1998 and operate and keep a record of absence and absence management procedures, to allow effective workforce management and ensure that employees are receiving the pay or other benefits to which they are entitled.

The images and/or system records will be retained for the duration of your employment and no longer than three (3) years (for security purposes) following your departure from the business. In any event all information will only be held for as long as required.

Additionally, if you do falsify the attendance register and it results in an overpayment of salary, the company will deduct any overpayment from you wages.

3.4. Extreme adverse weather and public transport difficulties

In the event of extreme adverse weather conditions, e.g. heavy snow and flooding, or if your journey to work on public transport is affected by industrial action, engineering works etc, you are expected to make every reasonable effort, including the use of alternative means of transport, to arrive at work at your scheduled start time.

If you decide that weather conditions or public transport difficulties are sufficiently severe to prevent you from travelling to work and arriving safely at work you may ask to either:

- a) Take the day(s) as annual leave: or
- b) Take the day(s) as authorised unpaid leave of absence:

In any case, you must telephone the Supervisor or a Manager before your scheduled start time and inform us of the option you wish to take. If the Supervisor is not available, you must ensure that Head Office is notified.

If you decide to travel to work and then subsequently find that the weather conditions prevent you from completing your journey, you must telephone your Supervisor as soon as possible to inform us of the exact circumstances. In this case, the Company, at its discretion having considered the circumstances, will decide whether or not you will receive full pay.

In any event, if your absence from work, or lateness in arriving at work, is considered to be due to extreme adverse weather conditions or difficulties with public transport, your absence or lateness will not be subject to the Company's disciplinary procedure, provided you have notified the Supervisor or Area Manager as set out above.

In situations of severe weather, we may be forced to close some or all sites. Any decision regarding this will be made by the client. As a business we will also assess on the basis of ensuring the health and safety of all employees, and you will be made aware of any closure at the earliest opportunity via text message/ WhatsApp message or telephone call from your supervisor or area manager. If the site must close, employees will be placed on lay off. Employees on lay off will receive statutory guarantee pay in accordance with statutory provisions.

3.5. Jury service

If you are called for jury service, you should present the Jury Services Notification Slip to your Supervisor or Area Manager. You will be expected to return to work on the days that adjournments make this practicable. If the timing of the jury service conflicts with your work needs, you must let your Supervisor know as soon as possible. We will not pay you for any time you are away from work on jury service, although you may be entitled to claim statutory compensation from HM Court Service.

3.6. Public duties

You are entitled to reasonable unpaid time off during working hours to perform the duties associated with positions such as Justice of the Peace, member of a local authority, statutory tribunal or police authority. Where this applies, discuss it with your Supervisor.

4.0. OPERATIONAL RULES

4.1. Operating procedures

We have operating procedures in the following section and elsewhere which are intended to ensure that all employees are aware of their responsibilities in relation to working methods and the recording of changes to information. It is a contractual requirement that you familiarise yourself with, and comply with, the procedures at all times.

4.2. Expenses

We will reimburse all reasonable authorised expenses incurred by you on behalf of the Company once approved by your Supervisor. You will need to supply a valid receipt to support all claims. If you are overpaid expenses or pay you are required to notify us of the error at the earliest opportunity.

Fraudulently claiming expenses not due to you can be a serious disciplinary matter, and if circumstances warrant it, can lead to dismissal without notice for gross misconduct.

We reserve the right to deduct any over claimed expenses from any monies owed to you by the business.

4.3. Overtime payments

You may be required to work an amount of overtime from time to time. Conditions of overtime payments (where applicable) will be stated in your individual terms and conditions of employment. Overtime should

be authorised prior to working in order to receive payment. Failure to follow this procedure may result in non-payment of hours worked.

4.4. Training

We aim to provide you with the necessary training to enable you to perform your contracted duties. Your training will include health and safety training to ensure your own safety and that of your colleagues. If necessary, we may provide you with training in other duties and it is a condition of your employment that such training courses achieve a satisfactory outcome. Failure to achieve a satisfactory outcome or non-attendance at any stage of the training course, without prior authorisation from management or reasonable explanation, may incur liability for the costs of the training course, in line with the Deductions clause detailed in your individual statement of terms and conditions. Where applicable, you may be required to sign a training agreement prior to attending any training courses, but where this is required, you will be advised of this in advance.

4.5. Special licences or accreditations

If your position in the Company means that you have to have an official licence, or be accredited with a professional body, in order to carry out the main duties of your role, it is your responsibility to ensure that the licence or accreditation is maintained. If the licence or accreditation is revoked, lapses, is made subject to specific conditions or you fail to renew it, the Company may terminate your employment, or may suspend you from work without pay until the licence or accreditation is reissued or revalidated. A decision as to appropriate action will be made by the Company after careful consideration of the needs of the business.

4.6. Drugs and alcohol

Chamberlaine has drafted this Alcohol and Drug Policy in order to promote a sensible attitude towards alcohol and drugs and outline its commitment to offer support and assistance to those employees who may need it. It is recognised that, for a variety of reasons, employees could develop alcohol or drug related problems.

Chamberlaine is sympathetic to these problems. However, any misuse or abuse of alcohol and drugs presents a serious problem in the workplace. Chamberlaine has a responsibility under Health and Safety Law to protect the welfare of all its employees. Employees who drink excessively or take unlawful drugs (including legal highs) are likely to have work accidents, endanger their colleagues, be absent from work, and work less efficiently. For these reasons, the following rules apply to protect our employees from the harmful effects of unlawful drugs and excessive alcohol consumption.

THE LAW

Chamberlaine has a general duty under the Health and Safety at Work etc Act to ensure, so far as reasonably practicable, the health, safety and welfare of employees. Employees must also take reasonable care of themselves and anyone who could be affected by their work.

As well as:

- **Misuse of Drugs Act 1971** The main purpose of the Act is to prevent the misuse of controlled drugs and achieves this by imposing a complete ban on the possession, supply, manufacture, import and export of controlled drugs except as allowed by regulations or by licence from the Secretary of State.

- **Section 5(1)(a)) Road Traffic Act 1988** If a person drives or attempts to drive a motor vehicle on a road or other public place after consuming so much alcohol that the proportion of it in his breath, blood or urine exceeds the prescribed limit he is guilty of an offence.

HELP AND ADVICE

When it is known or suspected that an employee has an alcohol or drug related problem, employees should contact Area Managers/Supervisors and inform Human Resources. Human Resources aims to deal helpfully and sympathetically with any employees' problems with substance dependency. The initial aim of any discussions will be to offer constructive assistance and support. Such discussions will remain strictly confidential.

Appropriate help will be offered to any employee who has an alcohol or drug problem. If this problem affects this employee's conduct or performance at work, and they refuse to accept the guidance and help that is offered, the matter will be referred for action under normal disciplinary procedures. Similarly, any employee who undergoes counselling and rehabilitation, and later suffers a relapse in conduct and performance will, after review and evaluation, be dealt with through disciplinary channels.

COMPANY EXPECTATIONS

The consumption or possession of alcohol or drugs on company premises is strictly forbidden. Staff must never drink alcohol or take drugs (including legal highs) if they are required to drive any vehicles on company business, or when they are on call or operational standby.

Employees must never drink alcohol or consume drugs immediately before coming to work or be still under the influence during working hours. If an employee comes to work with a hangover and the health and safety of colleagues is compromised, then that employee may also be subject to disciplinary proceedings. The same applies to being under the influence of drugs, or buying, selling or being in possession of illegal substances on company premises.

Chamberlaine has no desire to impinge upon any employee's freedom to consume alcohol out of normal working hours and away from company premises. Chamberlaine will only deem there to be a problem when, due to the excessive regular consumption of large amounts, an employee's attendance, performance or conduct becomes erratic.

If employees attend social business/client functions outside of working hours and are representing the company, then they are expected to moderate their drinking, and stay well within the legal limit if driving. Consuming drugs on these occasions is strictly forbidden.

CONSEQUENCES OF NON-COMPLIANCE

Failure to adhere to these company expectations will amount to a disciplinary offence and, as such, normal company disciplinary procedures will apply. Should the offence be of a serious nature, then it may be viewed as gross misconduct, resulting in the employee's summary dismissal.

Under such circumstances, Chamberlaine reserves the right to escort the employee from its premises for the remainder of the day or work shift. Chamberlaine also reserves the right to carry out random alcohol and drug screening tests on employees in the workplace. A positive test result, or unreasonable refusal to take the test, will also be viewed as potential gross misconduct, and result in severe disciplinary action in accordance with the company's disciplinary procedure. Dismissal is a likely outcome in the most serious of cases.

4.7. Personal details

At the start of your employment you should provide us with your personal details so we are able to contact you or your next of kin if needed. This information should include full name, address, telephone number, mobile number, email address, next of kin contact details and GP details etc.

As a company we need to process data to manage our obligations under Health and Safety and our employment contract with you and meet our obligations under such a contract regarding paying you and managing any benefits and pensions.

It is imperative that we maintain accurate information, therefore please inform your manager promptly of any change to your personal details.

4.8. Additional employment

It is envisaged that you will devote the whole of your time and attention during your hours of work to our business. You must not, whether directly or indirectly, undertake any other duties during your hours of work without express permission from a member of management.

In addition, if you plan to take up additional employment outside of your normal working hours, you must discuss the nature of the additional employment with the Operational Director and obtain written permission from them before commencing any additional employment, paid, unpaid or otherwise.

Where permission is given, you should be aware that we reserve the right to retract any such permission subsequently. This may be for any reason, including but not limited to circumstances where your additional employment is believed to be contravening any aspect of the Working Time Regulations 1998 or where it is believed to be detrimental to the running of our business.

If you are an Employee who has no set hours, there is no obligation to obtain written permission from the Company to take up additional employment outside of your working hours.

Under no circumstances will you be permitted to work in competition with ourselves.

In addition, you should be aware that you are not permitted to engage in any additional duties for any client, customer or supplier whether current or potential for your own personal gains, unless you have prior written authorisation from Operational Director.

You should note that any breaches of the above provisions may be considered as gross misconduct in line with the disciplinary rules and procedures and may lead to your dismissal without notice

4.9. ID Cards

You must always carry your ID card during all working hours. Failure to comply with this instruction may lead to disciplinary action being taken.

4.10. Telephone calls

Personal telephone calls on business telephones are strictly prohibited and only allowed in the case of an emergency and with the prior authorisation of management.

We reserve the right to monitor usage and access in the interest of security and to detect or deter unauthorised use.

When monitoring telephone calls, the Company will ordinarily monitor the telephone numbers to which calls are made and from which calls are received, including by random checks of numbers that have been dialled,

and the duration of calls, it may also monitor the content of telephone calls for customer service purposes and to enable investigation and response to any complaints that may be received.

4.11. Personal Mobile Phones

The use of personal mobile phones is not permitted during working hours, unless it is authorised by management to be used as work purposes. Otherwise, they may only be used during authorised breaks or in the case of an emergency and with the prior authorisation of management.

Failure to adhere to this policy may result in disciplinary action being taken.

4.12. Hand held or portable electronic devices

You may be issued with hand-held or portable electronic devices, such as Smartphones, tablets and laptops in order to assist in carrying out your duties. Such devices remain the property of the organisation and may be withdrawn if there is any evidence that they have been misused.

If you are issued with such devices, safety and security are of paramount importance as these may contain confidential or personal data of colleagues, suppliers or clients. As such you must ensure that all devices contain a passcode or pattern for access, which should be shared with your line manager only and such devices should not be left unattended or left in parked cars overnight.

In line with the company computer policy, employees can not expect the right of privacy with such devices and the company reserve the right to monitor usage and access in the interest of security and to detect or deter unauthorised use.

Monitoring will usually be conducted by a member of the management team and may be shared internally with those responsible for the HR function, IT staff and other members of management as appropriate. Additionally, such information may be shared externally with relevant authorities where appropriate and third-party Employment/Legal advisors.

4.13. Business Mobile Phones

If you are issued with a business mobile phone, you are only permitted to use the phone for authorised business use.

We reserve the right to monitor usage and access in the interest of security and to detect or deter unauthorised use.

When monitoring telephone calls, the Company will ordinarily monitor the telephone numbers to which calls are made and from which calls are received, including by random checks of numbers that have been dialled, and the duration of calls, it may also monitor the content of telephone calls for customer service purposes and to enable investigation and response to any complaints that may be received.

4.14. Music and Headphones

In order not to breach any legal stipulations under the Copyright, Designs and Patents Act 1988, as playing music at your place of work is still classed as a “public performance” and requires a music licence, you are not permitted to play music or listen to the Radio whilst working. In addition in order to ensure a professional image is maintained, employees are not permitted to play music during their working time using speakers or any other mobile device.

Furthermore, in the interest of Health and Safety, employees are also not permitted to wear headphones whilst working.

Please note that any breach of this policy may result in disciplinary action.

4.15. Contact of friends and relatives

Friends and relatives should be discouraged from telephoning or visiting you when you are at work, except in the case of emergencies.

Under no circumstances should any non-employee attend customer or supplier premises other than with written authorisation from the Company. Any breach of this clause may result in disciplinary action and could lead to your dismissal without notice for gross misconduct.

4.16. Private mail

Private mail should not be sent c/o the Company as all mail received will be opened, including mail addressed to individuals.

4.17. No-smoking policy

We operate a no-smoking policy. Smoking is not permitted in our buildings, client buildings or premises, or in vehicles being used for business use. This clause also prohibits the usage of E-Cigarettes or similar products.

Anyone found in breach of this policy will be subject to disciplinary action, up to and including dismissal without notice for gross misconduct.

4.18. Good housekeeping

4.18 Good House Keeping

Work areas must be kept clean and tidy at all times to reduce the risk of fire and accidents. Welfare facilities are provided on each site. Full time employees have access to rest areas for authorised breaks.

In light of GBAC Standards and the pandemic like Coronavirus, all employees are responsible for regularly cleaning down high touch points in communal areas such as kitchens and toilets after use. You are also responsible for maintaining clean desks and personal space areas.

Failure to comply with health and safety guidance in this area may result in disciplinary action and where warranted could result in dismissal.

4.19. Stop and search

In the interest of security, we reserve the right to stop and search you at any time. This will not involve body searches, but will include searches of your personal possessions such as your bags, locker, or car etc. The police may be called at any stage of the search or if there is any suspicion of theft.

4.20. Economy and the environment

The Company maintains a policy of 'minimum waste' to achieve cost effective and efficient running of all our operations. Every employee has a responsibility to promote this environmentally friendly policy by avoiding unnecessary or extravagant use of services, time, materials, lights, heating, water etc. You should also co-operate with any recycling schemes that are already in operation or may be introduced.

4.21. CCTV/security cameras

You should be aware that you may be observed via CCTV or security cameras. Our aim is to ensure that all cameras are set in a way that causes minimal intrusion of staff privacy. In areas of surveillance signs will be displayed prominently to inform employees that CCTV is in use.

Covert CCTV will only ever be set up for the investigation or detection of crime or serious misconduct. The use of covert CCTV will be justified only in circumstances where the investigator has a reasonable suspicion that a crime or serious misconduct is taking place.

Any information gained by CCTV or security cameras may be used as considered appropriate and may be used during disciplinary proceedings where such evidence shows misconduct. The employee will be given opportunity to view and respond to these images.

Images are securely stored and only authorised personnel will have access such as senior management and HR. Additionally such information may be shared externally with relevant authorities where appropriate and third party Employment/Legal advisors.

The images will be retained for 6 months.

CCTV on clients sites will be kept, maintained and accessible in accordance with their own Data Protection Provisions.

4.22. Gratuities and bribery

In compliance with the Bribery Act 2010 no employee should directly or indirectly offer, promise, give or demand a bribe or other undue advantage to obtain or retain business or gain other improper advantage. All offers of bribes from third parties must be reported to the Company.

The acceptance of a gift or a service or the acceptance of excessive corporate hospitality from a client, customer, business partner or supplier may compromise you and your reputation as being independent and objective. This can, in turn, threaten the Company's reputation and integrity. To ensure that all employees uphold the Company's ethical values and transparency of operation, no member of staff should accept services from clients, business partners or suppliers, other than on business terms no more favourable than those generally available to members of their staff.

Gifts or hospitality should never be capable of being seen as an improper inducement. They should not be solicited and employees should avoid a pattern of accepting frequent gifts or hospitality from the same persons or companies.

For these purposes a "gift" or "hospitality" is any payment, item, service, invitation or material reception given to an employee on an apparently ex-gratia basis by any party who is the Company's actual or potential client, customer, business partner or supplier.

Other than token thank you gifts such as biscuits chocolates or bottle of wine you must not accept or agree to accept any offer of gifts or services from service users, clients, customers, suppliers or distributors, whether potential or current, or any person having similar connections with ourselves without prior consent from management.

A breach of this rule may give rise to disciplinary action which may lead to your dismissal without notice.

4.23. Company Uniform

The Company provides you with uniform when at work. This uniform is the often the first thing the clients see and creates the first impression so it is crucial that it is a good one.

Female cleaners are to wear company issued grey Tabards bearing the Chamberlaine logo. We also stipulate the other clothes worn fit in with the branded theme of the company (Black and Grey):

- Black or Grey Trousers
- Black Shoes
- Black, Grey or white T shirt under the Tabard

Male cleaners are to wear company issued grey T shirts bearing the Chamberlaine logo, together with:-

- Black or Grey Trousers
- Black Shoes

In the interest of Health and Safety no open toed shoes, sandals or flip flops are to be worn.

We expect all employees to look smart and presentable and follow the instructions above. Keep uniform in good condition and report any damaged / stained / worn Company issued items to a Supervisor so they can be replaced. Chamberlaine ID cards must also be carried at all times whilst at work.

Failure to adhere to the company uniform code may result in you being sent home without pay in order to change and may also render you liable for disciplinary action.

In addition your failure to attend work without the appropriate uniform attire may render you unable to work. In this circumstance, you will not be in a position to complete your duties and accordingly you will not be paid for the hours you are unable to work.

5.0. CONFIDENTIALITY

In the normal course of your employment with the Company you may have access to and be entrusted with confidential information which is of substantial commercial value to the Company and potentially to any other business operating in the same field. To protect the confidentiality of this information and the legitimate business interests of the Company you agree not at any time, whether during or following your employment (unless expressly so authorised by the Company in writing or as a necessary part of the performance of your duties, or as required by law), to disclose to any person or knowingly permit or enable any person to acquire or to make use of any such confidential information for any purpose in a manner which may cause loss or damage to the Company.

PART TWO – EMPLOYMENT POLICIES AND PROCEDURES

These are outlines of how we intend to do things and are non-contractual. The policies and procedures may be changed from time to time.

6.0. HEALTH AND SAFETY

6.1. Health and safety policy

The Company's Health & Safety Policy and Operational Guidelines are set out in a separate Health & Safety Policy Manual. It is essential that you comply with all health and safety regulations and we will give you full training on what you need to know during your induction and on an on-going basis. If you fail to observe any of the rules set out in the manual, wilfully or by neglect, disciplinary action may be taken. In serious cases, such action may include your dismissal without notice for gross misconduct.

You must read and take note of any health and safety notices that are posted on the notice boards and issued via email from time to time. You are expected to take reasonable care for your own well-being, and that of your colleagues.

All employees have the right, at any time, to report to management any item or short comings relating to health, safety or welfare (inclusive of incidents, hazards, hazardous situations, risks, opportunities) and reasonable action will be considered, and taken, without the threat of dismissal, disciplinary action or other such reprisals.

6.1. Accidents at work

If you have an accident at work, however minor you may consider it, you must record it in the correct accident book or sheet. If you are working off site you should document the accident on the site where you are working and notify the office immediately. You **MUST** provide details of the nature of the accident or injury, any first aid treatment that was administered, the names of any witnesses and the date and time the accident occurred.

Any such accidents should also be reported via telephone to your Supervisor or Area Manager who can then assist you with all reporting requirements.

6.2. Health and hygiene

If you have either been in contact with persons suffering from an infectious or contagious disease, or are yourself suffering from an infectious or contagious disease, you must report it to your Supervisor or Area Manger before commencing work. Examples of such infectious or contagious diseases are influenza, norovirus, mumps and measles, as diagnosed by a doctor. In these circumstances you are unavailable for work and will need to self-certify until you obtain a Statement of Fitness for Work from your doctor. You must not attend work until you are certified fit to do so, and the risk of passing the infection to others has passed. Any cuts or burns to the hand or arms must be covered with appropriate dressings.

Where there is any widespread infection such as COVID-19 you must adhere to the guidelines set out by the government and organisation. Reporting of any symptoms that you may experience is essential in the management of such a virus and you would be expected to adhere to this.

Should you experience any symptoms you must inform Management immediately and follow Company Guidelines applicable at the time. If you are unable to or are too ill to work from home please note you might be entitled to SSP as any other sickness related absence.

Any employee found to be in breach of our health and safety policies and particularly including Pandemic Policy or the above mentioned policies may be subject to disciplinary action, up to and including dismissal without notice for gross misconduct where circumstances warrant it.

6.3. Protective clothing and equipment

Protective clothing, e.g. gloves, eye protection, dust masks and items of protective equipment may be issued to you for protection because of the nature of your job. Failure to use the issued safety clothing and equipment will be regarded as a contravention of the Health and Safety rules and may lead to disciplinary action. It is your responsibility to look after these items and to report damaged or faulty clothing and equipment and to state when replacement is required.

7.0. EQUAL OPPORTUNITY, DIVERSITY & INCLUSION POLICY

This policy is intended to ensure that employees understand their obligations and assist the Company in putting its commitment to equal opportunities, diversity and inclusion into practice.

As a business we are committing to achieving a working environment which provides equality for all and freedom from unlawful discrimination. We are committed to providing services that do not discriminate against its client and in how they can access the services supplied by the company and that all parties are treated with dignity and respect.

7.1. Our aim

We aim to treat everyone equally and to ensure that no, client, job applicant, employee, worker or customer is discriminated against on the grounds of a protected characteristic, part time status or trade union activities. The following are protected characteristics:

- a) Age.
- b) Disability.
- c) Gender reassignment.
- d) Marriage and civil partnership.
- e) Pregnancy and maternity.
- f) Race (including colour, nationality, and ethnic or national origin).
- g) Religion or belief.
- h) Sex.
- i) Sexual orientation.

This applies in the delivery of services, advertisement of jobs, recruitment, appointment, provision of benefits, allocation of training, promotion, disciplinary proceedings, dismissal, conditions of work, pay, giving a reference, the provision of goods or services and every other activity and aspect of employment.

Where the company does hold personal sensitive information for monitoring purposes. Such information will be held on your HR file and only accessible to senior Management. Such information will be retained in accordance with our privacy notices.

7.2. Our commitment

We are committed to providing equal opportunities to our employees, workers and customers, and to encouraging diversity in the workplace.

We do not tolerate any unlawful or unfair discrimination, and anyone found to be acting in a discriminatory manner will face disciplinary action which could include dismissal. Everyone has a duty to report unlawful or unfair discriminatory behaviour to a member of management. We actively promote equality of opportunity and require everyone to contribute towards achieving this objective.

We believe that treating people with dignity and respect is an important part of realising equal opportunities and diversity, and this policy should be read in conjunction with our harassment and bullying policy.

We aim to review our policies and practices at least annually to ensure that they are still relevant and meet the aims of the business on equality, diversity and Inclusion.

7.3. Types of unlawful discrimination

The different types of discrimination are generally defined as follows:

- a) Direct discrimination: where a person is treated less favourably than another because of a protected characteristic.
- b) Indirect discrimination: where a provision, criterion or practice is applied that is to the detriment of people who share a protected characteristic when compared with people who do not and is not a proportionate means of achieving a legitimate aim.
- c) Harassment: where there is unwanted conduct in relation to a protected characteristic that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment, regardless of the intention of the perpetrator.
- d) Associative discrimination: where a person is directly discriminated against because of their association with another person who has a protected characteristic.
- e) Perceptive discrimination: where a person is directly discriminated against or harassed based on a perception that they have protected characteristic even though they do not.
- f) Victimisation: where a person is subjected to a detriment because they have supported or raised a complaint under the Equality Act 2010 or are suspected of doing so.

7.4. Recruitment and selection

Our objective is to recruit staff best able and qualified to perform the required or anticipated tasks. We will recruit using a variety of methods, for example, advertisements in local newspapers, Job Centres and elsewhere.

The wording of any advertisements will not place unfair restrictions or requirements on a particular group or request specific qualifications that are not necessary for the effective performance of the job. All applications will be considered based on objective criteria, such as qualifications, experience and ability to do the job.

Person specifications and job descriptions will only state requirements as necessary where they are essential for the job. Account will be taken of reasonable adjustments that may be required for applicants with disabilities.

The selection processes used will measure the suitability of the applicant in terms of the requirements for the position. Selection criteria and procedures will be kept under review to ensure that individuals are selected and promoted based on relevant merits and abilities.

If the Company chooses to utilise positive action in a recruitment setting it will only be used in a tie-break situation, when there are two candidates of equal merit.

We will endeavour through appropriate training to ensure that employees who are making selection and recruitment decisions do not discriminate, whether consciously or subconsciously, in making these decisions.

7.5. Training and promotion

All employees will be given equality of opportunity and will be encouraged to progress within the Company.

We are committed to maintaining high standards of training and personal development strictly in the context of this policy on equal opportunities. Training will not be refused on an unlawful basis.

Any decisions concerning promotion and advancement will be made on merit and will be made within the overall framework and principles of this policy.

Equal opportunities, diversity and inclusion training will be provided to all new employees as part of the induction process. Written instructions and training will be given to managers from time to time on equality and diversity in recruitment, selection, training, promotion, discipline and dismissal.

7.6. Monitoring & Gender Pay Gap Reporting

As a people focused business, we are proud to lead by example regarding equality and inclusion through our diverse workforce and are proud to championing gender equality through the monitoring our data.

Our monitoring will consist of the make-up of the workforce regarding information such as age, sex, ethnic background, sexual orientation, religion or belief, and disability in encouraging equality, diversity and inclusion, and in meeting the aims and commitments set out in this equality, diversity and inclusion policy.

Monitoring will also include assessing how the equality, diversity and inclusion policy, and any supporting action plan, are working in practice, reviewing them annually, and considering and taking action to address any issues.

As a business we publish our Gender Pay Gap reports annually on our website to ensure equality throughout our salary structures.

7.7. Reasonable Adjustments

The Company has a duty to make reasonable adjustments to facilitate the employment and inclusion of a disabled person. These may include:

- 8.1 Making adjustments to premises;
- 8.2 Re-allocating some or all of a disabled employee's duties;
- 8.3 Transferring a disabled employee to a role better suited to their disability;
- 8.4 Relocating a disabled employee to a more suitable office;
- 8.5 Giving a disabled employee time off work for medical treatment or rehabilitation;
- 8.6 Providing training or mentoring for a disabled employee;
- 8.7 Supplying or modifying equipment, instruction and training manuals for disabled employees;
- or
- 8.8 Any other adjustments that the Company considers reasonable and necessary provided such adjustments are within the financial means of the Company.

If an employee has a disability and feels that any such adjustments could be made by the Company, they should contact the HR Manager.

7.8. Discipline and dismissal

We aim to ensure there is no discrimination in our disciplinary or redundancy processes and will examine procedures and criteria to ensure that discrimination is not taking place. The Company will regularly monitor the decisions being made.

7.9. Suppliers and customers

We will not discriminate against people supplying, using, or seeking to use the goods, facilities and services we provide.

7.10. Scope of this policy

You are required to assist the Company in meeting its commitment under this policy and to avoid unlawful discrimination. Failure to do so may lead to disciplinary action, and serious acts of discrimination will lead to dismissal without notice for gross misconduct. Serious acts of harassment might also be considered to be a criminal offence.

If you feel or consider that you have been treated less favourably or placed at a disadvantage based on the above, please inform your supervisor or, if the complaint relates to your supervisor, to their line manager, so that the issue can be investigated and resolved. All complaints will be sensitively but thoroughly investigated.

We will take any complaint made under this policy seriously and assure you that you will not be penalised for raising a complaint, even if your complaint is not upheld, unless your complaint is both untrue and made in bad faith.

7.11 Review

The effectiveness of this policy will be reviewed on an annual basis.

7.12 Employee Wellbeing

In order to support the wellbeing of our employees we have now added to the handbook an updated version of the following policy that will aid our support a positive culture within the workplace:

- **Stress, Wellbeing and Mental Health Policy**

This document is located in the H&S Policy system and available to all employee on request. All employees will receive awareness training as part of the H&S Toll Box talks.

If you have any questions or wish to discuss matter in this regard approach the HR Manager on debora@chamberlaine.co.uk.

8.0. WORK AND FAMILIES

8.1. Maternity leave

If you are pregnant, you must let us know as soon as possible so that we can both ensure a safe working environment by carrying out a risk assessment and explaining your rights. You should let us know about your pregnancy no later than the end of the 15th week prior to the week in which your baby is due. We might ask you to put this in writing and you will be asked to provide a certificate confirming the expected week of childbirth. You will be entitled to a reasonable level of paid time off for antenatal appointments.

Pregnant employees are entitled to 26 weeks Ordinary Maternity Leave and 26 weeks Additional Maternity Leave, regardless of length of service.

Depending on your level of earnings and length of service, you may be entitled to Statutory Maternity Pay, which is 6 weeks at 90% of your normal weekly earnings, and 33 weeks at the statutory maternity pay rate.

You must give us at least 28 days notice of the date on which you want your maternity leave to start. We will then calculate the date on which your maternity leave will end and will confirm the date to you. You can change the return to work date if you want to, but you have to give us at least eight weeks' written notice. If you decide not to return to work at the end of the maternity leave you need to give us notice of your resignation as set out in your Statement Terms and Conditions.

Your employment continues during your maternity leave and you have the right to return to work at the end of it. If agreed between yourself and your Supervisor, you can work for up to 10 days (called 'Keeping in Touch' days) during your maternity leave without affecting your maternity payments. Further details of maternity entitlements are available on request. We currently pay Statutory Maternity Pay.

8.2. Paternity leave

You may be entitled to take up to two weeks paid paternity leave within 56 days of the birth of your child. This must be taken as a block of one or two weeks and will be paid at either the current Statutory Paternity Pay (SPP) rate or at 90% of your average weekly earnings if less than the current SPP rate.

If you have been continuously employed for at least 26 weeks by the 15th week before the expected week of childbirth, or by the week in which an approved adoption agency matches you with a child, you may be entitled to paternity leave and pay. If so, you need to inform the Company of your intention to take paternity leave by the fifteenth week before the baby is expected, unless this is not reasonably practicable.

You will need to tell us:

- a) The week the baby is due;
- b) Whether you wish to take one or two weeks leave; and
- c) When you want your leave to start.

If you want to change your mind about the date on which your leave should start, you can do this providing you tell the Company at least 28 days in advance (unless this is not reasonably practicable). You will have to tell us the date you expect any payments of SPP to start at least 28 days in advance, unless this is not reasonably practicable. Details about paternity leave and whether you qualify to receive SPP are available on request.

8.3. Shared Parental Leave

You may be eligible for shared parental leave and, if you wish to find out if you are eligible for this then please let us know and information will be provided upon request.

8.4. Adoption leave

Adoption leave is available if you adopt a child. If you are planning to adopt you should inform the Company as soon as possible so that they can discuss your entitlements with you and help you plan any leave of absence.

8.5. Parental leave

If you are a parent, you may be able to take a period of unpaid leave from work in order to spend time with your children.

If you wish to take Parental Leave you should check your entitlement and submit your request in writing. Parental leave is unpaid.

8.6. Dependant leave

You may be entitled to take unpaid leave in order to deal with an emergency involving someone who depends on you.

- a) A dependant could be a husband, wife, partner, child, parent or someone living with you as part of your family or who relies solely on you for help in an emergency.
- b) An emergency could be due to illness, an accident or assault, an unexpected breakdown or disruption in care, arranging long term care, going into labour, or to make funeral arrangements if a dependant dies.
- c) The amount of leave taken should only be as long as is necessary to sort out the emergency, and does not extend to providing care.
- d) There is no legal entitlement to paid emergency leave.
- e) You should inform the Company as soon as possible of the emergency and how long it will take to deal with it.

8.7. Flexible working

If you have worked for 26 weeks continuously at the date an application is made, you will have a statutory right to request flexible working. It should be noted that only one statutory request for flexible working can be made in any 12 month period and any application submitted must be done so in writing. The request must include the date of your application, the change to working conditions being sought and when you would like them to come into effect. You must

also include in your application any effects that you think the change you are requesting might have on the Company, specify that it is a statutory request and, if you have made a previous application for flexible working, specify the date on which that was made. Any request for flexible working will be considered reasonably and in a timely manner.

8.8. Compassionate and bereavement leave

Requests for compassionate or bereavement leave will be considered on an individual basis and accommodated where possible. Normally, in the event of the death of immediate family we would allow you to take some time off as holiday or unpaid leave. Any paid compassionate leave is entirely at our discretion.

Those employees with parental responsibility for children who lose a child under the age of 18) or any employee who experiences a still birth after 24 weeks of pregnancy will be entitled to 2 weeks parental bereavement leave. This is able to be taken in blocks of 1 or 2 week periods within 56 weeks of the bereavement.

Employees with 26 weeks service will be entitled to 2 weeks statutory payment for this period, provided they have average earnings in excess of the lower earnings threshold in the 8 weeks prior to the bereavement.

9.0. INFORMATION TECHNOLOGY POLICY

Legislation regulates the use of Information Technology, data protection and confidentiality. You are expected to assist in ensuring that the Company complies with the law, and you are required to adhere to the following rules. Failure to do so may result in disciplinary action, which could lead to your dismissal on the grounds of gross misconduct in serious cases.

This policy relates to all electronic devices which are capable of accessing the internet, including Smartphones, iPads, Blackberry and similar devices. It also includes peripheral devices such as memory sticks and other storage devices, and scanners. This list is not exhaustive.

9.1. General

- a) You are not permitted to use the Company's computers for personal use in working hours, unless you have the written permission of management. You are responsible for making sure that any faults or problems are reported to Morten Elstrup.
- b) If you have access to confidential information or data, you must ensure that such information or data remains confidential and is secure.
- c) If you have been issued with a password you should keep the password confidential. It should only be given to another person with the permission of management.
- d) Employees need to ensure that screens are locked when away from your workstation
- e) You are not permitted to install any software or other programs.
- f) You may make copies of information or data held on the Company's IT System for back up purposes only. If you wish to transfer this information or data to another IT System that does not belong to the Company, for example, so that you can work on your home computer, you will need the permission of management.
- g) During working hours you must not participate in on-line shopping, chat rooms or auctions, on- line gambling sites, social networking or Twitter for personal use, blogging, forwarding electronic chain letters or similar material.
- h) The Company may be liable if you misuse emails, for example, by sending defamatory or offensive messages. This also applies to text messages, Tweets or any posts on Social

Media. The email system should be used for business messages only, personal messages should not be sent from work without permission.

- i) You must not use inappropriate language in any communication connected with Company business, for example communication that may be interpreted as malicious gossip, or messages that amount to a breach of the Company's equal opportunities policies, or that are otherwise inappropriate.
- j) Any email or message that you send through the Company's IT systems or mobile telephones is the Company's intellectual property. The Company reserves the right to retrieve and read all emails and messages sent through the IT system for any reason permitted by law. The Company also has the right to monitor all use of its IT systems without specifically informing you each time it does so.
- k) Employees should exercise care not to copy emails automatically to all those copied in to the original message to which they are replying. Doing so may result in disclosure of confidential information to the wrong person.
- l) If you receive an email that was not meant for you, you should immediately notify the sender. If you receive an email that has inappropriate contents, you should notify management immediately.
- m) Visiting pornographic or illegal sites, downloading or circulating pornographic or illegal material, including films and music will lead to disciplinary action which may result in dismissal for gross misconduct.

9.2. Monitoring of electronic communications

In accordance with the law we will exercise our right to intercept and monitor electronic communications received by and sent from employees such as text and email messages. This may be to monitor criminal or unauthorised use, viruses, threats to the computer system, or to ensure the effectiveness of its operations and compliance with our policies and procedures.

The following are considered to be valid reasons for checking an employee's email and electronic communications:

- If the employee is absent for any reason and communications must be checked for the smooth running of the business to continue.
- If the Company suspects that the employee has been viewing or sending offensive or illegal material, such as material containing racist terminology or nudity (although the Company understands that it is possible for employees inadvertently to receive such material and they will have the opportunity to explain if this is the case).
- If the Company suspects that an employee has been using the email system to send and receive an excessive number of personal communications.
- If the organisation suspects that the employee is sending or receiving emails or other electronic communications that are detrimental to the Company.

When monitoring emails, the Company will ordinarily confine itself to looking at the address and subject heading of the emails, unless further investigation is believed warranted.

9.3. Use of internet social networking sites and social media

We require employees to understand the potential for breaches of confidentiality and abuse of others when using social media networking websites (such as 'Facebook' or 'Twitter'). Employees should be aware that there are many more examples of social media than can be listed here and this is a

constantly changing area and should follow these guidelines in relation to any social media that they use.

The Company does not allow use of social networking sites whilst you are at work and expects the following rules to be adhered to should you use such sites outside of work.

You may be called upon to justify the amount of time you have spent on the internet or the sites that you have visited during working time.

The Company reserves the right to monitor your internet usage and considers the following to be valid reasons for checking an employee's internet usage:

- If the organisation suspects that the employee has been viewing offensive or illegal material, such as material containing racist terminology or nudity (although the organisation understands that it is possible for employees inadvertently to view such material and they will have the opportunity to explain if this is the case).
- If the organisation suspects that the employee has been spending time viewing websites that are not work related.

Monitoring will consist of checking the websites that an employee has visited and the duration of such visits.

Monitoring of an employee's email and/or internet use is considered to be in the organisation's legitimate interests and is to ensure that this policy on computer use is being complied with.

The data controller is Debora Michel Stender, HR Manager.

Monitoring will normally be conducted by the organisation's management team. The information obtained through monitoring may be shared internally, including with members of the HR team, an employee's line manager, managers in the business area in which the employee works and IT staff if access to the data is necessary for performance of their roles.

Information may also be shared with third parties such as our HR/legal advisors, legal authorities or law enforcement. However, information would ordinarily be shared in this way if the Company has reasonable grounds to believe that there has been a breach of the rules set out in this policy or a breach of the law.

The information gathered through monitoring will be retained only long enough for any breach of this policy to come to light and for any investigation to be conducted. Data is normally securely destroyed after twelve months, depending on the reasons for monitoring.

Workers have a number of rights in relation to their data, including the right to make a subject access request and the right to have data rectified or erased in some circumstances. You can find further details of these rights and how to exercise them in the Company's data protection policy. If workers believe that the organisation has not complied with their data protection rights, they can complain to the Information Commissioner.

Confidentiality

You must not discuss or make direct or indirect reference to our business, your work, colleagues, suppliers, client and customers, whether potential or current, or any associated business on social

networking sites. This is essential so as to preserve the confidentiality and security of all concerned and to ensure that we comply with our obligations under General Data Protection Regulations.

Staff should not do anything to jeopardise our confidential information and intellectual property through the use of social media. You should not use our logos, brand names, slogans or other trademarks, or post any of our confidential information.

Discussions Regarding Your Employment

Entering into discussions about your activities at work when you are outside of work may be misinterpreted and, therefore you are required not to make any comments if they could be related to our business or your work in any way. Even making general comments about your time at work could be misconstrued.

You should not make any comments that are derogatory or may bring reputation of the business, or anyone associated with it into disrepute.

Staff should make it clear in social media postings that they are speaking on their own behalf. You should write in the first person and use a personal e-mail address when communicating via social media.

If you see content in social media that disparages or reflects poorly on our business, you should contact a member of management as soon as possible.

Bullying and Harassment

Employees should not use social networking websites to harass, intimidate or discriminate against any other employee in breach of our Prevention of Harassment and Bullying Policy or our Equal Opportunity Policy.

Breach of this Policy

Any employee found to be in breach of this policy or the above mentioned policies may be subject to disciplinary action, up to and including dismissal without notice for gross misconduct where circumstances warrant it.

If you are unsure about your obligations under this policy, or wish to discuss this in more detail, please speak to a member of management.

10.0. BEHAVIOUR OUTSIDE WORK POLICY

Normally the Company has no jurisdiction over employees outside working hours. However if your activities outside work adversely affect the Company then they will become an issue.

Such activities may include your conduct outside work while attending a work function outside working hours, or activities in your leisure time, for example while on-line on social networking sites, blogs or chat rooms.

The following will result in disciplinary action:

- a) Bringing the name of the Company into disrepute.

- b) Actions that may result in loss of faith in the Company by third parties.
- c) Actions that result in loss of faith in your integrity as an individual (this includes harassment, bullying and any other inappropriate or criminal behaviour).

Disciplinary action will only be taken after the Company has fully investigated the facts. If necessary the Company will suspend you with pay while investigating. The detriment suffered by the Company will determine the most suitable disciplinary sanction. Your employment could be terminated if your actions cause extreme embarrassment or serious damage to the reputation or image of the Company.

11.0. PROPERTY AND EQUIPMENT

11.1. Company property

You are not permitted to use Company property for any purpose other than its intended use. Company property must not be removed from the premises without prior approval.

11.2. Damage, loss or theft of Company property

You must notify your Supervisor of any damage to Company property or premises. If Company property is damaged, lost or stolen through your negligence or fault, you agree that the Company may deduct the cost of repair or replacement from your salary. Before any decision is made to deduct, the matter will be fully investigated and you will be given an opportunity to state your case and appeal the decision. You agree to any such deduction pursuant to Part II of the Employment Rights Act 1996.

11.3. Return of Company property

Upon termination of your employment for whatever reason, you must return to your Supervisor all property belonging to the Company including but not limited to, Company vehicle, computer, equipment, tools, uniforms, keys, entry passes, records, documents, accounts, letters, papers (including all copies, summaries and extracts) within your possession or control belonging or relating to the affairs and business of the Company and its customer.

You agree that the Company may deduct the cost of replacement of any items not returned, along with other costs reasonably associated with their replacement (e.g. replacement of locks and keys if keys are not returned), or repair of items that are returned damaged, from your salary or any money owed to you.

11.4. Employees' property

You are advised not to bring valuable personal items to work. If you do bring them to work it is at your own risk. We do not accept liability for loss or damage to any personal items.

12.0. GRIEVANCE PROCEDURE

We recognise that from time to time you may wish to raise issues relating to your employment, or discuss matters that are causing personal concern. It is our policy to encourage free communication between employees and their managers to ensure that any problem or issue arising during the course of employment can be resolved as fairly and quickly as possible.

12.1. Informal stage

In order to achieve a speedy resolution of any problem or issue that you may have, you should start by having an informal discussion with your Supervisor. Having an informal discussion can quite often solve the problem. Should your grievance concern your Supervisor then the matter should be raised with the next most senior level of management.

A mediation meeting facilitated by a neutral mediator might be an option at this or at any stage of this process.

12.2. Formal stage

If the matter cannot be resolved by informal discussion or if you are not satisfied with the outcome of the informal discussion, then you must inform your Supervisor that you wish to take the matter further and submit a formal written grievance to the next level of management. You should try to explain fully the nature of your complaint and send the written grievance to us. Where you are unable to formulate a written grievance due to a disability you should see a member of management who will assist you.

Every effort will be made to resolve your grievance at a formal hearing without unreasonable delay. At the hearing, you have the right to be accompanied by either a work colleague or an accredited Trade Union representative.

This meeting will be conducted by an appropriate manager or appointed person deemed appropriate by the Company and may involve 3rd party advisors.

You will receive the outcome of the hearing in writing. All grievance proceedings and records will be kept confidential.

12.3. Appeal stage

Following the grievance meeting, if you are still not entirely satisfied or consider you have not been fairly treated you may appeal in writing. Your appeal should say why you are appealing against the decision and needs to be received by us within 7 days of your receiving the outcome letter.

At the appeal hearing, you have the right to be accompanied by either a work colleague or an accredited Trade Union representative.

Again, this meeting will be conducted by an appropriate manager or appointed person deemed appropriate by the Company and may involve 3rd party advisors.

You will receive the outcome of the appeal hearing in writing without unreasonable delay. The decision of the person dealing with the appeal is final.

13.0. HARASSMENT AND BULLYING

13.1. Introduction

Harassment is unwanted conduct that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment. Harassment can take many forms, occur on a variety of grounds and may be directed at an individual or a group of individuals. It is the act itself and the impact on the individual, not the intentions of the perpetrator, which

determines what constitutes harassment. Everyone reacts differently, and what may not be offensive to one person may be offensive to another. Harassment may be unintentional on the part of the perpetrator.

Harassment and bullying based on race, nationality, ethnic origin, religion or belief, gender, marital status, sexual orientation, disability, age, part-time status or trade union activities or even personal characteristics, breaches our Equal Opportunity Policy, interferes with an individual's work performance and affects health, confidence and morale. We do not tolerate such behaviour, and will take disciplinary action against employees who breach this policy. If the perpetrator is not an employee, we will take whatever steps are reasonably practicable to protect you from the harassment during your employment.

13.2. Responsibility of managers and all employees

Staff in supervisory or management positions must ensure that, as far as they are able, they act immediately if they become aware of any harassment or bullying taking place and are supportive towards any employee who complains.

All employees have a responsibility to understand and comply with this policy at all times, and to report any harassment or bullying they are aware of within the workplace to your Supervisor. Harassment and bullying may occur between employees outside working hours, for example at work related social functions, and this should also be reported.

13.3. Identifying harassment and bullying

Generally, harassment means conduct which is unwanted or offensive to the recipient, however reasonable, legitimate and constructive feedback on an employee's performance or behaviour would not be addressed under the realm of bullying or harassment. For example, sexual attention becomes sexual harassment if it persists once it has been made clear that the recipient regards it as offensive or unwelcome. One incident alone may constitute sexual harassment if it is sufficiently serious. Victimisation or making fun of an employee who has complained in good faith of bullying or harassment is in itself an act of harassment.

The following are examples of unacceptable conduct that will amount to a breach of this policy. These examples are not exhaustive and there may be others.

- a) **PHYSICAL and NON-VERBAL CONDUCT:** Unnecessary touching, patting, pinching or pushing, compromising personal space, assault or simulating sexual acts or ignoring an individual. Displaying suggestive or offensive pictures, objects or written materials, leering, whistling and suggestive or offensive gestures and inappropriate use of emails.
- b) **VERBAL CONDUCT:** Persistent requests to join in social activities (after it has been made clear that such requests are unwelcome) or other advances or unwelcome attention of a personal nature, offensive and suggestive remarks, threats, intimate questions, innuendoes, lewd comments, obscene jokes or foul language or inciting racial hatred or racial or sexual abuse, derogatory language and inappropriate comments about dress, appearance or physique.

13.4. What to do if you feel you are subject to harassment

13.4.1. Informal procedure

If you believe you are the victim of conduct that constitutes harassment or bullying, you should make it clear to the perpetrator that you find such conduct unwelcome or offensive. This may be sufficient to stop the harassment. Where the harassment continues or where it is difficult or inappropriate for you to raise the issue with the alleged perpetrator (for example, where that person is in a senior position or is not an employee), you should report the matter verbally to your Supervisor. If you do not wish to make a formal written complaint then the person dealing with the issue may deal with the matter on an informal and confidential basis by speaking to the alleged perpetrator on your behalf. A mediation meeting between you and the alleged perpetrator facilitated by a neutral mediator might be an option at any stage of this process.

13.4.2. Formal procedure

If you wish to make a formal complaint, this should be made in writing to your Supervisor. The issue will then be processed within the Grievance Procedure. Where you wish to raise a formal complaint against your Supervisor, the matter should be reported to the next most senior level of management. As far as is reasonably practicable, confidentiality will be preserved. During any investigation the Company may suspend the alleged perpetrator on full pay and benefits or temporarily re-deploy them. Suspension or temporary redeployment during investigation is a precautionary measure only and is not considered disciplinary action.

13.4.3. Outcomes

Following completion of the investigation, if the complaint is substantiated, disciplinary action may be taken against the perpetrator. You will be notified of the outcome of the investigation. Serious incidents (even of a one-off nature) can constitute gross misconduct for which the perpetrator may be dismissed without notice.

14.0. DISCIPLINARY RULES AND PROCEDURES

The disciplinary procedure establishes a process by which breaches of disciplinary standards can be dealt with fairly and consistently. The disciplinary procedure is designed to help and encourage all employees to achieve and maintain the required standards of conduct, attendance and performance. It should be seen as a corrective procedure ensuring all employees are treated fairly.

Depending on your length of service with us, (usually up to 2 years service) we reserve the right to vary this disciplinary procedure. In particular, for those employees who have a short amount of service with us, we reserve the right to follow alternative processes which will typically be shorter in nature.

14.1. Categories of misconduct

14.1.1. Gross misconduct

Below is a list of possible acts which we consider to be gross misconduct, which entitles the Company to dismiss without notice. The list is not intended to be exhaustive as it is impossible to list all offences that may result in disciplinary action.

- a) Theft, fraud and deliberate falsification of records (including time sheets or attendance records).
- b) Physical violence or serious threats of physical violence.
- c) The use of foul and abusive language or threatening, abusive, grossly indecent or

- offensive behaviour.
- d) Serious bullying, harassment or discriminatory behaviour.
 - e) Deliberate damage to property.
 - f) Serious insubordination or wilful refusal to obey a reasonable instruction (including failure to attend a disciplinary hearing without good reason).
 - g) Misuse of Company property/software/copyright or name.
 - h) Bringing the employer into disrepute.
 - i) Being unfit to work through drink or drugs, or being found in possession of unsealed alcohol, illegal drugs, or obscene material at work.
 - j) Serious negligence, including dangerous driving on business journeys or at any time in a Company vehicle, which causes, or might have caused, loss damage or injury.
 - k) Breach of non-solicitation, confidentiality, or non-competition clauses.
 - l) Serious infringement of health and safety rules, including, but not limited to, failure to wear personal protective equipment or engaging in horseplay which may constitute danger to others.
 - m) Engaging in other employment without permission in breach of the Company's stated policy.
 - n) Serious breach of the Company computer policy including abuse of email and internet facilities.
 - o) Allowing non-employees to attend customer or supplier premises without authorisation from the Company.
 - p) Carrying out additional work for customers, or potential customers for your own personal gains, without authorisation from the Company.
 - q) Offering, soliciting or receiving a bribe.
 - r) Comments on social networking sites with potential for a severe detrimental impact on the Company or people associated with it.
 - s) Smoking in areas where smoking is not permitted.
 - t) Failure to attend appointments without notifying the Company.
 - u) Serious breach of confidence (subject to the Public Interest (Disclosure) Act 1998).
 - v) Unauthorised absence (see section headed 'Absence' above).
 - w) Leaving your place of work without authority.
 - x) Engaging in other work when claiming to be unfit for work due to sickness or injury.
 - y) Serious Breach of our data protection policy
 - z) Falling asleep on duty

14.2. Investigation

Before contemplating disciplinary action against any employee, we will generally undertake an investigation to ensure that there is a case which justifies progressing the matter to a formal disciplinary hearing.

This may or may not involve speaking to you.

14.3. Suspension

If allegations of gross misconduct is made, or it is thought otherwise necessary by the Company, we may suspend you while further investigations are carried out. Suspension will be on full pay; this does not imply any determination of guilt or innocence, as it is merely a measure to enable further investigation.

While you are suspended you are required to be available during normal hours of work so that we can contact you if necessary. You must not contact or attempt to contact or influence anyone connected with the investigation in any way or to discuss this matter with any other employee.

You must not attend or visit your place of work. If you wish to contact any employee who you feel could assist you in preparing an explanation for the allegations made against you, please contact your Supervisor in order that arrangements can be made for the employee to be available for interview.

14.4. Disciplinary procedure

- a) You will be notified in writing of the allegations and no hearing will take place until a minimum of 24 hours has elapsed.
- b) You are expected to attend the hearing, unless you have a valid reason preventing you from attending.
- c) You will be provided with information relating to the allegation prior to the hearing.
- d) You will have the right to be accompanied at the hearing by a work colleague of your choice or an accredited Trade Union representative.
- e) You or your representative may ask questions or make statements; the representative cannot answer questions on behalf of the employee.
- f) Any decision made will be based on a reasonable belief, the balance of probability and on the evidence presented.
- g) The result of any disciplinary hearing will be confirmed in writing.
- h) You have the right to appeal any decision by applying in writing within 7 days of the decision stating your reasons for appealing.
- i) This meeting will be conducted by an appropriate manager or appointed person deemed appropriate by the Company and may involve 3rd party advisors.

In the event that you are unable to attend the hearing, for any reason, such as sickness, we may consider alternative means for proceeding with the hearing. This may include holding the meeting at an alternative venue (including your home) or by the provision of written submissions for consideration at a meeting held in your absence.

Failure to attend a disciplinary hearing and to do so, without good reason, is deemed to constitute a failure to follow a reasonable management instruction and can amount to gross misconduct. In these circumstances your failure to attend will be considered alongside the reasons for the disciplinary hearing and a decision may be made in your absence.

14.3.1. Stage one - verbal warning

In the case of conduct, performance or attendance not reaching the required standard, the problem will be discussed with you and you will be given the opportunity to provide a satisfactory explanation at a disciplinary hearing. If you are unable to provide a reasonable explanation and the hearing concludes reasonably that you are at fault, a formal verbal warning will be issued. A written copy will be given to you and retained on your personnel file for a period of up to 6 months. You will have the opportunity to appeal this decision.

14.3.2. Stage two - written warning

In the case where insufficient improvement has been made following a verbal warning or the conduct is potentially sufficiently serious to warrant bypassing stage one, a disciplinary hearing will be held. As a result of this, if your explanation for your conduct is unsatisfactory and the hearing concludes that your performance or conduct was at fault, you will be issued with a written warning detailing the complaint and the required improvement or change in behaviour. Again you will have the right to appeal against the disciplinary decision. A copy of the written warning will be kept on your personnel file for a period of 12 months.

14.3.3. Stage three - final written warning

If there is still insufficient improvement or change in behaviour during the term of a prior warning, or where the conduct is potentially sufficiently serious to warrant bypassing stages one and two of the disciplinary procedure, a disciplinary hearing will be held. If there is no satisfactory explanation for the conduct or poor performance at the hearing, a final written warning will be issued. The final written warning will give details of the complaint and warn you that failure to improve or modify your behaviour may lead to your dismissal, or to some other action short of dismissal. Again you will have the right to appeal against the decision. The final written warning will normally remain on your personnel file for a period of 12 months.

14.3.4. Stage four - dismissal

If you still fail to meet the necessary standard of conduct or performance required by the Company, or you commit another act of misconduct or your conduct is potentially so serious as to warrant bypassing the first three stages of the disciplinary procedure, a final disciplinary hearing will be held. You will be given every opportunity to offer an explanation for your failure to meet the required standards at the final disciplinary hearing. Fair and reasonable notice of the time and date of the hearing will be given and wherever possible the disciplinary hearing will be held during your normal hours of work. You will be given as much information as possible regarding the allegations of misconduct as well as any documentation detailing the shortfall in performance or conduct that will form the basis of the disciplinary hearing. If there is no satisfactory explanation for the conduct or performance then you may be dismissed with notice, unless it is gross misconduct where you will be dismissed summarily.

As soon as reasonably practical you will be provided with the reasons for your dismissal, the date on which your employment will terminate, and the name of the person to whom you may submit your appeal in writing (see Appeals Procedure).

14.4. Other possible sanctions

As an alternative to dismissal, in addition to issuing a final written warning, we may impose alternative sanctions which may include either or both of the following, as action short of dismissal:

- a) Demotion to a lesser role, with a reduction in terms and conditions accordingly alongside a warning on file.
- b) Move you to an alternative shift or site/location/department
- c) Suspension without pay, up to a maximum of 5 days as a result of any particular disciplinary process which is undertaken.

14.5. Appeals procedure

The purpose of an appeal hearing is to review any penalty imposed at the disciplinary hearing. It cannot increase the penalty.

At each stage of the disciplinary procedure you will have the right to appeal. If you wish to do so you should inform the specified person and we ask that this is done within 7 days of your receipt of written confirmation of the disciplinary decision taken against you. Ideally, your appeal should be in writing and state why you feel the decision is unfair or inappropriate in relation to the matters addressed at the disciplinary hearing. You should also detail any new information or evidence that will support your appeal, including the names of any witnesses. This is to ensure

there is sufficient time to investigate any new information before the appeal meeting. You will have the right to be accompanied by a fellow worker or an accredited Trade Union representative at the appeal stage.

This meeting will be conducted by an appropriate manager or appointed person deemed appropriate by the Company and may involve 3rd party advisors.

The decision of the person dealing with your appeal is final.

15.0. LAY OFF AND SHORT TIME WORKING

15.1. Lay off

If a situation arises where there is a reduction in work, or there is an occurrence or other circumstances that impact on the normal running of the Company, the Company reserves the right to tell you not to attend work for a period of time. This is known as 'lay off'.

If you are subjected to lay off, you are still required to be available for work at short notice and attend work if additional work is found for you. You may be required to use any accrued holiday to minimise the lay-off period.

You will not be paid during the lay off period. You may, however, be entitled to Statutory Guarantee Pay, which will be paid in line with statutory rules and rates. Currently, entitlement is to a maximum of 5 days' Statutory Guarantee Pay on workless days during any rolling 3 month period. You may lose your entitlement to Guarantee Pay if you are offered alternative work and you refuse it.

If lay off is for more than 5 days you will be given a letter confirming this, which may entitle you to claim benefits. Even though you are still an employee of the Company you may be able to claim benefits as temporarily unemployed.

Lay off does not affect your continuity of employment.

15.2. Short time working

When it is necessary to put employees on short time working, the allocation of work to employees will depend on the type of work and how much work needs to be done. The decision on this will be made in the best interests of the Business. You will be notified of the hours you are required to work, and, where possible, given an indication of how long the short time working will last. However, you will be required to be available and to attend work should additional hours be necessary.

Periods of short time working do not affect your continuity of employment.

16.0. TERMINATION OF EMPLOYMENT

16.1. Resignation

You must inform your Supervisor of your decision to terminate your contract of employment and you will normally be asked to confirm this in writing. The period of notice will begin from the date we receive this notification. Your last day of employment will be the date on which your notice expires unless agreed otherwise.

The amount of notice you need to provide will be detailed within your Terms and Conditions of Employment. If you leave your employment without working notice, or giving the required notice, and we incur any additional cost or suffer any loss because you have failed to work it, this cost may be deducted from any wages or money owed to you.

References

It is company policy that the company will only provide basic and factual references for employees and only on receipt of a written request.

16.2. Redundancy

Redundancy may occur when there is closure of a business, closure of a workplace, or a diminishing need for employees to carry out work of a particular kind.

If there is a need for one or more redundancies, we will endeavour to take all reasonable steps to avoid compulsory redundancy. If the Company considers compulsory redundancy necessary, consultation will normally take place. During consultation, there will be an opportunity to put forward views on how to avoid redundancies, reduce the number of redundancies and mitigate the consequences of the redundancies. The Company will pay redundancy pay at the statutory rate.

If your employment is terminated due to redundancy, we may ask you to work your notice and pay you as normal during the notice period. However, the Company may decide instead to pay you in lieu of notice and not require you to work. Your notice entitlement is detailed in your Statement of Terms and Conditions of Employment.

16.3. Garden leave

We reserve the right to place an individual who is on notice on "Garden Leave". Under this, we may require you to neither attend your place of work, nor to contact client's, customers and suppliers whether current or potential, and may not provide you with any work or may provide you with alternative work of a broadly similar nature. This right is exercisable at our absolute discretion. Whilst on "Garden Leave" you will receive your basic pay and still be subject to our rules and disciplinary procedures.

We reserve the right to require you to take any accrued but untaken annual leaving during any period of garden leave.

17.0. STATEMENTS TO THE MEDIA

The Managing Director is the only person authorised to give statements about the Company or matters connected with the Company to reporters from the newspapers, radio, television etc.

Employees should not make unauthorised statements on any social media, internet site or social networking media. Any request from any representative of the media for information, statements or comment about the Company must be referred to the Managing Director.

18.0. INTELLECTUAL PROPERTY

Any invention, improvement, design, process, information, copyright work, trade mark or trade name or set-up made, created or discovered by you or used by you in the course of your employment belongs to the Company and may not be used by you as an individual during or after your employment.

19.0. DATA PROTECTION

In accordance with the UK General Data Protection Regulations (UK - GDPR), the organisation is committed to transparency about how it collects and uses the personal data of its workforce, and to meeting its data protection obligations.

This Data Protection policy sets out our commitment to data protection, and individual rights and obligations in relation to personal data.

This policy applies to the HR Related Personal Data of job applicants, employees, volunteers, apprentices and former employees, but does not apply to the personal data of clients or other personal data processed for business purposes.

The organisation has appointed HR as the person with responsibility for data protection compliance within the organisation. They can be contacted at 020 7624 6330. Questions about this policy, or requests for further information, should be directed to this individual.

Definitions

"Personal data" is any information that relates to a living individual who is able to be identified from that information.

"Processing" is any use that is made of Personal Data, including collecting, storing, amending, disclosing or destroying/disposal.

"Special categories of personal data" means information about an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health, sex life or sexual orientation and biometric data used for ID purposes.

"Criminal records data" means information about an individual's criminal convictions and offences, and information relating to criminal allegations and proceedings.

19.1. Data protection principles

The organisation processes HR-Related Personal Data in accordance with the following data protection principles:

1. The organisation processes personal data lawfully, fairly and in a transparent manner.
2. The organisation collects personal data only for specified, explicit and legitimate purposes.
3. The organisation processes personal data only where it is adequate, relevant and limited to what is necessary for the purposes of processing.
4. The organisation keeps accurate personal data and takes all reasonable steps to ensure that this is maintained and that inaccurate personal data is rectified or deleted without delay.
5. The organisation keeps personal data only for the period necessary for processing.

6. The organisation adopts appropriate measures to make sure that personal data is secure, and protected against unauthorised or unlawful processing, and accidental loss, destruction or damage.

The organisation tells individuals the reasons for processing their personal data, how it uses such data and the legal basis for processing in its privacy notices. It will not process personal data of individuals for other reasons. Where the organisation relies on its legitimate interests as the basis for processing data, it will carry out an impact assessment to ensure that those interests are not overridden by the rights and freedoms of individuals.

Where the organisation processes special categories of personal data or criminal records data to perform obligations or to exercise rights in employment law, this will be done in accordance with the organisation's absence policy or the requirements of the Disclosure and Barring Service checks.

The organisation is committed to updating HR-Related Personal Data promptly whenever an individual advises that their information has changed or is inaccurate.

Personal data gathered during employment, worker, contractor, volunteer or apprenticeship relationships will be held in the individual's personnel/contractor file (in hard copy, electronic format, or both), and on HR systems. The periods for which the organisation holds HR-related personal data are contained in its privacy notice below.

The organisation keeps a record of its processing activities in respect of HR-Related Personal Data in accordance with the requirements of the UK General Data Protection Regulation (UK - GDPR).

19.2. Privacy notice

The organisation collects and processes personal data relating to its employees to manage the employment relationship. The organisation is committed to transparency about how it collects and uses that data and to meeting its data protection obligations. The organisation's privacy notice is set out below.

19.2.1. What information does the organisation collect?

The organisation collects and processes a range of information about you. This includes:

- your name, address and contact details, including email address and telephone number, date of birth and gender;
- the terms and conditions of your employment;
- details of your qualifications, skills, experience and employment history, including start and end dates, with previous employers and with the organisation;
- information about your remuneration, including entitlement to any benefits such as pensions;
- details of your bank account and national insurance number;
- information about your marital status, next of kin, dependants and emergency contacts;
- information about your nationality and eligibility to work in the UK;
- details of your schedule (days of work and working hours) and attendance at work;
- details of periods of leave taken by you, including holiday, sickness absence, authorised leave, and the reasons for the leave;
- details of any disciplinary or grievance procedures in which you have been involved, including any warnings issued to you and related correspondence;

- assessments of your performance, including appraisals, performance reviews and ratings, training records, performance improvement plans and related correspondence;
- information about medical or health conditions, including whether or not you have a disability for which the organisation needs to make reasonable adjustments;
- details of any trade union membership; and
- any equal opportunities monitoring information, including information about your ethnic origin, sexual orientation, health and religion or belief.

The organisation collects this information in a variety of ways, such as from application forms, CVs; your passport or other identity documents eg. your driving licence; forms completed by you at the start of or during employment (such as bank details forms/training agreements); correspondence with you; or through interviews, meetings or other assessments.

In some cases, the organisation collects personal data about you from third parties, such as references supplied by former employers, information from employment background check providers/DBS checks, where appropriate and permitted by law.

Data may be stored in a range of different places, including in your personnel file, in the organisation's HR management systems and in other IT systems (including the organisation's email system).

19.2.2. Why does the organisation process personal data?

The organisation needs to process data to enter into an employment contract with you and to meet its obligations under your employment contract. For example, it needs to process your data to provide you with an employment contract, to pay you in accordance with your employment contract and to administer any benefit, pension or insurance entitlements.

In some cases, the organisation needs to process data to ensure that it is complying with its legal obligations. For example, it is required to check all employees' entitlement to work in the UK, to deduct tax, to comply with health and safety laws and to enable employees to take periods of leave to which they are entitled. If regulatory requirements dictate, it will be necessary to carry out criminal records checks to ensure that individuals are permitted to undertake their role.

In other cases, the organisation has a legitimate interest in processing personal data before, during and after the end of the employment relationship. Processing employee data allows the organisation to:

- operate recruitment and promotion processes;
- maintain accurate and up-to-date employment records and contact details (including details of who to contact in the event of an emergency), and records of employee contractual and statutory rights;
- operate and keep a record of disciplinary and grievance processes, to ensure acceptable conduct within the workplace;
- operate and keep a record of employee performance and related processes, to plan for career development, and for succession planning and workforce management purposes;
- operate and keep a record of absence and absence management procedures, to allow effective workforce management and ensure that employees are receiving the pay or other benefits to which they are entitled;
- obtain medical and/or occupational health advice, to ensure that it complies with duties in relation to individuals with disabilities, meet its obligations under health and safety law, and ensure that employees are receiving the pay or other benefits to which they are entitled;
- operate and keep a record of other types of leave (including maternity, paternity, adoption, parental and shared parental leave), to allow effective workforce management, to ensure that

the organisation complies with duties in relation to leave entitlement, and to ensure that employees are receiving the pay or other benefits to which they are entitled;

- ensure effective general HR and business administration;
- provide references on request for current or former employees;
- respond to and defend against legal claims; and
- maintain and promote equality in the workplace.

Where the organisation relies on legitimate interests as a reason for processing your data, it has considered, via completion of an impact assessment whether or not those interests are overridden by the rights and freedoms of employees or workers and has concluded that they are not.

Some special categories of personal data, such as information about health or medical conditions, is processed to carry out employment law obligations (such as those in relation to employees with disabilities and for health and safety purposes).

Where the organisation processes other special categories of personal data, such as information about ethnic origin, sexual orientation, health or religion or belief, this is done for the purposes of equal opportunities monitoring. Data that the organisation uses for these purposes is anonymised or is collected with the express consent of employees, which can be withdrawn at any time. Employees are entirely free to decide whether or not to provide such data and there are no consequences of failing to do so.

19.2.3. Who has access to data?

Your information will be shared internally, including with members of the HR/recruitment team/payroll, your line manager, managers in the business area in which you work and IT staff if access to the data is necessary for performance of their roles.

The organisation shares your data with third parties in order to obtain pre-employment references from other employers, obtain employment background checks from third-party providers and, if appropriate, obtain necessary criminal records checks from the Disclosure and Barring Service. The organisation may also share your data with third parties in the context of a sale of some or all of its business. In those circumstances the data will be subject to confidentiality arrangements.

The organisation also shares your data with third parties that process data on its behalf, in connection with payroll where an external payroll provider is engaged, the provision of benefits, the provision of occupational health, and the provision of HR/legal advisory services: Payroll Plus, Guardian Support, Now Pensions.

19.2.4. How does the organisation protect data?

The organisation takes the security of your data seriously. The organisation has internal policies and controls in place to try to ensure that your data is not lost, accidentally destroyed, misused or disclosed, and is not accessed except by its employees in the performance of their duties. www.chamberlaine.co.uk.

Where the organisation engages third parties to process personal data on its behalf, they do so on the basis of written instructions, in performance of a contractual agreement, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

19.2.5. For how long does the organisation keep data?

The organisation will hold your personal data for the duration of your employment. The periods for which your data is held after the end of employment are 6 years.

19.2.6. What if you do not provide personal data?

You have some obligations under your employment contract to provide the organisation with data. In particular, you are required to report absences from work and may be required to provide information about disciplinary or other matters under the implied duty of good faith. You may also have to provide the organisation with data in order to exercise your statutory rights, such as in relation to statutory leave entitlements. Failing to provide the data may mean that you are unable to exercise your statutory rights.

Certain information, such as contact details, your right to work in the UK and payment details, have to be provided to enable the organisation to enter a contract of employment with you. If you do not provide other information, this will hinder the organisation's ability to administer the rights and obligations arising as a result of the employment relationship efficiently.

19.3. Automated decision-making

Employment decisions are not based solely on automated decision-making.

19.4. Individual rights

As a data subject, individuals have a number of rights in relation to their personal data. You are able to:

- access and obtain a copy of your data on request; (see Subject access request).
- require the organisation to change incorrect or incomplete data;
- require the organisation to delete or stop processing your data, for example where the data is no longer necessary for the purposes of processing;
- object to the processing of your data where the organisation is relying on its legitimate interests as the legal ground for processing; and
- ask the organisation to stop processing data for a period if data is inaccurate or there is a dispute about whether or not your interests override the organisation's legitimate grounds for processing data.

If you would like to exercise any of the above rights, please contact HR.

If you believe that the organisation has not complied with your data protection rights, you can complain to the Information Commissioner.

19.5. Subject access requests

Individuals have the right to make a subject access request. If an individual makes a subject access request, the organisation will inform the individual:

- whether or not their data is processed and if so why, the categories of personal data concerned and the source of the data if it is not collected directly from the individual;
- to whom their data is or may be disclosed, including to recipients located outside the European Economic Area (EEA) and the safeguards that apply to any such transfers;

- for how long their personal data is stored (or how that period is determined);
- their rights to rectification or erasure of data, or to restrict or object to processing;
- their right to complain to the Information Commissioner if the individual thinks the organisation has failed to comply with their data protection rights; and
- whether or not the organisation carries out automated decision-making and the logic involved in any such decision-making.

The organisation will also provide the individual with a copy of the personal data undergoing processing. This will normally be in electronic form if the individual has made a request electronically, unless the individual agrees otherwise.

If the individual requests additional copies of their data, the organisation will charge a fee, which will be based on the administrative cost to the organisation of providing any additional copies.

To make a subject access request, the individual should submit their request in writing to HR. In some cases, the organisation may need to ask for proof of identification before the request can be processed. The organisation will inform the individual if it needs to verify their identity and the documentation it requires

The organisation will ordinarily respond to a subject access request within a period of one month from the date it is received. In some cases, such as where the organisation processes large amounts of the individual's data, it may respond within three months of the date the request is received. The organisation will write to the individual within one month of receiving the original request to inform the individual if this is the case.

If a subject access request is manifestly unfounded or excessive, the organisation is not obliged to comply with it. Alternatively, the organisation may agree to respond but will charge a fee, which will be proportionate to the administrative cost of responding to the request. A subject access request is likely to be manifestly unfounded or excessive where it repeats a request which the organisation has already responded to. If an individual submits a request that is considered unfounded or excessive, the organisation will notify the individual that this is the case, whether or not it will be responded to and the appropriate fee.

19.6. Data security

The organisation takes the security of HR-related personal data seriously and will ensure that it has internal policies and controls in place to protect personal data against loss, accidental destruction, misuse or disclosure, and to ensure that data is not accessed, except by employees in the proper performance of their duties.

The organisation will only disclose personal data to third parties where there is a need to do so, e.g. to give information about your earnings to Her Majesty's Revenue & Customs, or to seek advice from our HR or legal advisors.

Where the organisation engages third parties to process personal data on its behalf, such parties do so on the basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

19.7. Impact assessments

If any of the processing that the organisation carries out may result in risks to privacy, for example, CCTV monitoring. Where such processing would result in a high risk to individual's rights and freedoms, the organisation will carry out a data protection impact assessment to determine the necessity and proportionality of processing. This will include considering the purposes for which the activity is carried out, the risks for individuals and the measures that can be put in place to mitigate those risks.

19.8. Data breaches

If the organisation discovers that there has been a breach of HR-Related Personal Data that poses a risk to the rights and freedoms of individuals, it will report it to the Information Commissioner within 72 hours of discovery. The organisation will record all data breaches regardless of their severity and/or effect.

If the breach is likely to result in a high risk to the rights and freedoms of individuals, it will inform affected individuals that there has been a breach and provide them with information about its likely consequences and the mitigation measures taken.

19.9. International data transfers

The organisation will not transfer HR-Related Personal Data to countries outside the EEA.

19.10. Individual responsibilities

Individuals are responsible for ensuring the organisation is able to keep their personal data up to date. Individuals should let the organisation know if any data provided to the organisation changes, for example if an individual moves house, changes their contact details, bank details or name.

Individuals may have access to the personal data of other individuals and/or our customers and clients in the course of their employment. Where this is the case, the organisation relies on those individuals to help meet its data protection obligations.

Individuals who have access to personal data must:

- only access data that they have authority to access and access it only for authorised purposes;
- not disclose data to anyone, except to individuals, whether inside or outside the organisation, who have appropriate authorisation;
- keep data secure, in particular by complying fully with security rules, including but not limited to rules on access to our premises by non authorised parties, computer access, including password protection, and secure file storage and destruction;
- not remove personal data, or electronic devices which contain, or can be used to access personal data, from the organisation's premises without prior authorisation and adopting appropriate security measures (such as encryption or password protection) to secure the data and the device;
- not store personal data on local drives or on any personal electronic devices, including mobile telephones, that are used for work purposes; and

- to report data breaches of which they become aware to HR immediately.

Failing to observe these requirements or any breach of this Data Protection Policy may amount to a disciplinary offence, which will be dealt with under the organisation's disciplinary procedure. Significant or deliberate breaches of this policy, including, but not limited to, accessing any data without authorisation, or a legitimate reason to do so, may constitute gross misconduct and could lead to summary dismissal without notice or pay in lieu of notice.

19.11. Training

The organisation will provide training to all individuals about their data protection and data handling responsibilities as part of the induction process and will provide any further relevant training as necessary.

Individuals whose roles require regular access to personal data, or who are responsible for implementing this policy or responding to subject access requests under this policy, will receive additional training to help them understand their duties and how to comply with them.

Training will include ensuring that individuals are aware of their obligations in relation to keeping personal information secure.

20.0. PROTECTED DISCLOSURE POLICY

We are committed to ensuring a culture of openness and accountability in which abuse, theft, fraud or other misconduct within our business by any employee is recognised and reported and dealt with accordingly. You are encouraged to express any concerns you may have and we will respect any request you may make to preserve confidentiality as far as possible.

If you raise concerns that are in the public interest, you will be protected from reprisals or victimisation.

If you have concerns about possible abuse, breach of health and safety, theft, fraud, or any other misconduct, you should bring the matter to the attention of the General Manager or a Director where appropriate. Any employee with knowledge of abuse, theft, fraud or other misconduct who does not report this may be subject to disciplinary action. Anyone attempting to stop or discourage another employee from coming forward to express a serious concern will also be subject to disciplinary action. Likewise, anyone who criticises or victimises an employee after a concern has been expressed will also be subject to disciplinary action.

Any complaint will be thoroughly investigated by a member of management and outside agencies may be involved as necessary. The results of the investigation will be advised to you, whilst protecting the confidentiality of others involved as far as possible.

If you continue to have serious concerns after the investigation has been completed and feel that you need to contact an external agency, you can then do so.

Please be aware that any employee who raises a concern with malicious intent or abuses this policy will be subject to disciplinary action up to and including dismissal without notice for gross misconduct where warranted.

RECEIPT OF EMPLOYEE HANDBOOK

I hereby confirm I have received, read, understood and agree to my Employee Handbook.

Name (Print)

Signature

Date

*** Please return this to HR Department**