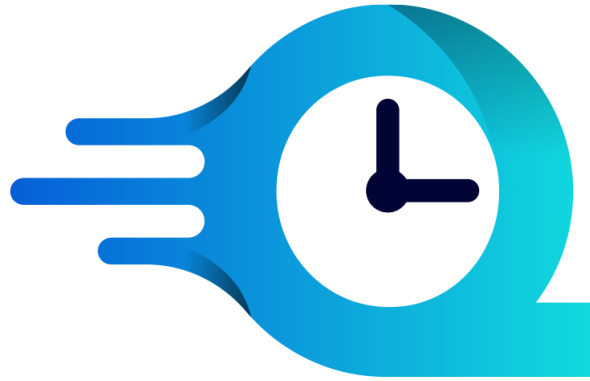




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Employee Handbook

Table of Contents

Introduction	3
Definitions	4
Status of Policies	5
Absence From Work Statement	6
<u>Policies: -</u>	
Absence From Work Policy	8
Equal Opportunities Policy	12
Health and Safety Policy	14
Computer, Internet and Telecommunications Policy	18
Computer Equipment Acceptable Use Policy	20
Internet and E-mail Acceptable Use Policy	22
Social Media Policy	24
Disciplinary Policy	28
Grievance Policy	34
Data Protection Policy	37
Maternity Policy	47
Adoption Policy	51
Paternity Policy	56
Parental Leave Policy	62
Shared Parental Leave	66
Annual Leave Policy	71
Flexible Working Policy	73
Whistleblowing Policy	76



Introduction

Welcome to Quickstep Contracting Services Limited. We are delighted that you have chosen to work with us.

Status of Documents

This Handbook contains important information regarding the terms and conditions of your employment and Quickstep Contracting Services Limited's supplementary policies which, together with your Employment Contract, any assignment summary, and amendments that may be issued from time to time, constitutes the basis of your employment. Please read these documents carefully, and if you have any questions do not hesitate to raise them with the HR Manager.

Quickstep Contracting Services Limited reserves the right to amend its terms and conditions and policies as set out in this Handbook from time to time. Such amendments will be notified in writing to all employees and available on the website and any such amendments take effect from the date of the notice.

In general, the terms and conditions contained in this Handbook apply to all employees. Where there is a difference between the terms and conditions specified in your assignment summary or Employment Contract and this Handbook, your own Employment Contract will apply.

For the avoidance of doubt, the policies contained in this Handbook are non-contractual unless otherwise stated.

Definitions

The “**Company**” Quickstep Contracting Services Limited of 9 Aston Court, George Road, Bromsgrove Technology Park, Bromsgrove, B60 3AL

Assignment: The period during which you are assigned to provide services to the Labour User.

Labour User: The person, firm or corporate body requiring the services of employees together with any subsidiary or associated company as defined by the Companies Act 2006.



Status of Policies

The following policies are supplementary to the terms and conditions of employment (including your Employment Contract) with the Company.

For the avoidance of doubt, these policies are non-contractual unless otherwise stated.

Absence from Work Statement

Requesting Time Off

If you need time off for any reason, you should request this as far in advance as possible. If, for whatever reason, you are unexpectedly unable to come into work or are delayed the following rules apply:

- You must notify the Company prior to the commencement of your assignment on that day, or as soon as possible, to explain your absence or delay.
- Repeated or prolonged absences of any kind may result in disciplinary action against you.

Reporting Absences

If you are absent from work due to sickness or injury the following rules apply:

- You, or someone on your behalf, must notify the Company by telephone to give details of your absence prior to the commencement of your assignment, or as soon as possible, on the first day of your absence. You must state the reason for absence and the date on which you expect to return.
- A self-certification certificate form (SC2) must be completed by you and returned to the Company on the day of your return to work to cover all periods of absence up to and including seven days. This form can be obtained as a download from the web-site.
- After seven days of continuous absence a doctor's certificate must be sent as soon as possible to the Company. Further certificates will be required to cover the total period of absence. It is your responsibility to keep the Company informed about your progress and your likely date of return. Failure to supply the necessary certificates may result in non-payment of sick pay.



Statutory Sick Pay

Provided you comply with the above mentioned notification procedures and your earnings are high enough to trigger an entitlement to Statutory Sick Pay (SSP) you will be paid SSP in accordance with current legislation and at the current rate from time to time. A qualifying day for the purpose of SSP is a day falling within Monday to Friday (inclusive).

When you are off sick, particularly for longer periods, you must remember to stay in touch with the Company and keep us informed about your progress.

Medical Reports

The Company reserve the right to have you examined by a doctor of our choosing to report to us at our own expense. The Company may also request, with your permission, a medical report from your doctor or ask you to participate in the Government's Fit for Work Service.

Absence from Work Policy

Purpose

This policy covers any situation where you are absent from work excepting the absence for leave which is covered in the Annual Leave Policy, Parental Leave Policy, Absence From Work Statement or Maternity Policy.

Absence from work, which is covered by this policy can include both authorised and unauthorised absence in examples such as;

- Taking absence without notifying the Company;
- Failure to return from work at the end of a period of annual leave or other authorised leave of absence;
- Taking time off in an emergency;
- Asserting you have been given leave of absence contrary to the opinion of the Company.

No absence should be taken without the prior consent of the Company and, in event that this consent is not agreed, any absence will be considered to be an Unauthorised Absence.

Unauthorised Absence

Absence which has not been approved in advance by the Company will be considered as unauthorised. Where there is no valid reason for the absence it will be investigated and the Company may invoke the Disciplinary Procedure.

Requests for Time Off

Requests for time off must be approved by the Company at least 7 days in advance, unless the time off is needed in a situation of emergency. All requests for time off should be submitted in writing/on the approved form to your line manager.

Time Off

Illness

If the absence is caused by illness the Reporting Absences Procedure must be followed within the Absence from Work Statement.

Dental/Medical/Hospital Appointments

You are required to arrange such appointments outside normal working hours whenever possible. However, in event that you are only able to obtain an appointment within working time you are required to submit a written request for time off and provide this, together with proof of the appointment. With prior approval from the Company you will be allowed reasonable unpaid time off work to attend dental/medical/ hospital appointments during working hours.

Time off for Dependant / Family Emergencies

You have the right to take unpaid time off work to deal with an emergency involving a dependant (husband, wife, partner, child or parent). You will be permitted to take the necessary time off;

- When a dependant falls ill, or has been injured or assaulted;
- When a dependent is having a baby;
- To make long term care arrangements for a dependent who is ill or injured;
- To deal with a death and to arrange and attend the funeral;
- To deal with an unexpected disruption or breakdown of care arrangements for a dependant; and
- When an unexpected incident occurs with a child during school hours.



Time off for dependants is intended to cover genuine emergencies and there is no qualifying period for this right, you are entitled from day one of starting work for the Company. There is no limit on the number of times an employee can be absent from work under this right. However, if the Company thinks that you are abusing the right to time off, it will be dealt with using the normal Disciplinary Procedures.

Time off following Bereavement

You are entitled to request bereavement leave, regardless of the length of service with the Company. You will be granted compassionate leave following the death of a close family member or friend. 3 days unpaid leave will be allowed, plus unpaid leave for the day of the funeral. If you are personally arranging the funeral, up to 7 days compassionate unpaid leave will be allowed, plus unpaid leave for the day of the funeral.

Jury Service

The Company is bound to authorise you leave from work for jury service. The Company is **not** legally required to pay you whilst you are on jury service and any leave for jury service will be unpaid, however you can claim from the Courts for loss of earnings, travel costs and a subsistence rate during jury service.

Job Hunting when facing Redundancy

If you have been with the Company for two or more years' continuous service you are entitled to time off with pay for job hunting or training.

Military Reservists

Military reservists are usually given at least two weeks' notice of mobilisation. If you are mobilised you will receive mobilisation papers and a letter of explanation to give to the Company. You should give written notice of your mobilisation as soon as possible to the Company. Once you have been called up the Company will not continue to pay you a salary as you will begin to be paid by the Ministry of Defence.

When you are demobilised you have the right to be re-employed by the Company at any time during the 6 month period after demobilisation. We will employ you on the same terms and conditions as prior to being called up. If it is not practicable for you to continue in the



same post with the Company we will offer you another post on the most favourable terms and conditions as are reasonable and practicable.

Religious Observance

If you want to practise your religion during working hours you should make a written statement of your requirements to your line manager. The Company will designate a quiet place where this can take place with as much privacy as possible. Prayer time during working hours may be endeavoured by reaching an agreement whereby you start work earlier or finish later to compensate as any time off taken for religious observance will be unpaid.

Bad Weather

If you are unable to travel to work because of bad weather or travel difficulties (such as a strike affecting public transport, car troubles or severe traffic disruptions), you are required to inform the Company as soon as possible. This should be within one hour of your usual starting time. If possible, you should carry your work out from home, however if this is not possible, at the discretion of the Company you may be awarded unpaid leave. Alternatively, it may be agreed that you are to make up for the lost hours as agreed with the Company.

Other Difficulties

If you are unable to attend work due to a personal difficulty not covered by any reason listed above, the absence must be taken as a day's holiday or unpaid leave.

Equal Opportunities Policy

Purpose

The Company operates a policy of providing equal opportunities in recruitment in regard to all matters including age, disability, gender reassignment, marriage and civil partnership, pregnancy, maternity, race, religion or belief, sex and sexual orientation, having regard to the individual's aptitudes and abilities and the requirements of the job. The Company is opposed to all forms of unlawful and unfair discrimination.

The Company is committed to the promotion of equal opportunities and to ensure that the human resources, talent and skills of all employees are maximised. The Company policy is to treat all employees with respect and dignity and to ensure that decisions are taken without reference to irrelevant or discriminatory criteria.

The Company will take every possible step to ensure that decisions on recruitment, selection, conditions of work, pay and benefits, management and every other aspect of employment are justifiable and based solely on objective criteria.

There may be circumstances where the Company has a legal duty to ensure that a job holder is of a specified gender or where health and safety requirements apply. In these instances, the Company will follow the provisions in the legislation.

The Company will ensure that the policy is communicated to all employees and Labour Users and made known to job applicants.

Employment Practices

The Company states its wholehearted support for the principles and practices of equal opportunities and recognises that it is the duty of all employees to accept their personal responsibility for fostering a fully integrated community at work by adhering to the principles of equal opportunity.

The Company will actively promote equal opportunities throughout the organisation through the application of employment policies, which will ensure that individuals receive treatment



that is fair and equitable and consistent with their relevant aptitudes, potential, skills and abilities. All managers and supervisors will seek to ensure that all employees comply with these principles.

The Company will ensure that individuals are recruited and selected, on objective criteria having regard to the relevant aptitudes, potential, skills and abilities. In particular no applicant will be placed at a disadvantage by requirements or conditions which are not necessary to the performance of the job or which constitute indirect unfair discrimination.

Job advertisements (both internal and external) will be non-discriminatory and all those involved in assessing candidates for recruitment or promotion will be trained in non-discriminatory recruitment and selection techniques.

Making the Policy Work

Each employee has personal responsibility for the practical application of this policy and to ensure that the Company achieves its equality objectives. The successful implementation of this policy depends on everyone treating each other with the respect and dignity they would rightly expect from others.

Grievance and Disciplinary Policies

The Company can only act to prevent individuals from breaking the Company's policy if it knows about the conduct. If you believe that you have experienced direct, indirect or unfair discrimination, harassment or victimisation you can raise the matter informally with the HR Manager. You may also raise the matter formally through the Company's Grievance Policy. All complaints will be dealt with seriously, properly and confidentially and every effort will be made to secure a satisfactory resolution.

Disciplinary action will be taken against any employee of the Company who is found to have committed an act in breach of this policy. Serious breaches of this policy will be treated as gross misconduct.

The Company practices and policies relating to equal opportunities must be strictly adhered to by all employees. Discrimination, abuse, or failure to observe the Company policy and practice will result in disciplinary action being taken, including summary dismissal in the most serious cases.



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Health and Safety Policy

Purpose

The Company undertakes to ensure, so far as reasonably practicable, the health, safety and welfare of its employees at work.

It is the Company's policy to make sure that health and safety provision is made for all employees. In order to achieve this, it is necessary to obtain the full support from every employee of the Company as well as employment businesses and Labour Users.

The Company undertakes to:

- request employees, employment businesses and Labour Users to co-operate with the Company and with each other in order to promote safety and reduce hazards;
- request that employment businesses provide details of specialist skills or qualifications required to carry out any particular assignment together with relevant health and safety information;
- pass to employees any pertinent information provided by the employment business and Labour User to the Company on health and safety issues connected with the assignment;
- require employees to adhere to all appropriate Health & Safety Policies in place at all times whilst on assignment.

You have a duty to:

- comply with all safety instructions and directions issued by the Company, the employment business and Labour User and take reasonable care for your own health and safety and the health and safety of other people who may be affected by your actions;
- assess risks to your own health and safety to which you are exposed at work;
- stop working immediately if you consider that your working environment is unsafe and immediately report the matter to the Labour User and the Company. The Company will then notify the Health and Safety representative of the employment business;
- work in a safe manner taking all reasonable steps to safeguard your own safety and that of any persons who may be affected by your actions;

- report incidents that have or may lead to accident or injury to the Labour User's health and safety representative and to the Company who will report the matter to the employment business;
- co-operate in any investigation and report on all accidents or incidents that may cause or lead to injury;
- report any shortcomings in the Labour User's arrangements for health and safety to the Company who will report the matter to the employment business;
- co-operate with the Company, the employment business and the Labour User on health and safety matters and ensure that you observe all health and safety instructions and regulations issued by all parties;
- wear (and request if you consider it necessary) any protective clothing and use any safety equipment that has been provided in order to carry out any Assignment;
- request a copy of the Labour Users Health and Safety Policy prior to starting any Assignment and ensure that you read and understand such Policy;
- observe and comply with all the Health and Safety Policies at all times.

Any failure to comply with any aspect of the Company's, the employment business or the Labour User's health and safety procedures, rules or duties or any improper interference with any health and safety equipment will be regarded as misconduct and will be dealt with under the Company's Disciplinary Procedure. Serious breaches or blatant disregard of health and safety procedures will be regarded as gross misconduct for which the appropriate penalty is summary dismissal.

Labour Users and employment businesses have a duty to:

- treat all of the Company's employees as they would their own employees for all health and safety matters and ensure that there is a safe system of work at all times;
- provide the Company with information on special qualifications or skills which each employee of the Company will need and on special features of work insofar as they are likely to affect the health and safety of the Company's employees;
- co-operate and co-ordinate with the Company's employees on health and safety matters;
- provide the Company's employees with information on health and safety risks and measures;
- make available to the Company's employees safety equipment and protective clothing as necessary for the job to be undertaken and ensure its use;
- tell the Company's employees the name of their health and safety representative;
- record any accidents or injuries in their Accident Record Book and report to the Health & Safety Executive in accordance with current requirements;
- assess health and safety risks and record the result of the assessment.

First Aid/Accidents

All accidents, no matter how small, must be reported to the Labour User's designated health and safety representative and to the Company. All accidents and dangerous occurrences must be reported and recorded in the Labour User's accident book. If you have an accident ensure that you receive first aid treatment immediately.

Fire

You must ensure that you are fully conversant with and comply with the fire and other emergency procedures and take part in all drills as organised/notified by the Company, the employment business and/or the Labour User.

You must ensure that you do not render any fire escape or fire escape routes at the site unavailable for emergency use, not cause any obstruction at any time to any staircases, passages, walkways, entrances and exits or any other part of the site.

If you require further guidance you should contact the Company or the Labour User to whom you are assigned by the employment business on any particular Assignment.

At the commencement of each Assignment you should make sure that you know:

- how to raise the fire alarm;
- the fire evacuation procedure;
- the location of fire extinguishers and how to use them;
- the whereabouts of all fire exits;
- the fire representative for your area of work (if appropriate).

Computers

When using computers you should sit directly facing the screen and keyboard. You should also make sure that the screen is clean and that focus, brightness, contrast etc. is adjusted to give the best picture quality. Your seating position is also important and this means having your back supported and as near to vertical as possible.

If your job involves a lot of input into your computer you should attempt to break up intervals of computer use by alternating it with other tasks.

If you work with a visual display unit you are entitled to regular eye tests.

If you feel that you are having health problems associated with the use of your computer you should in the first instance discuss with the Labour User. If problems persist, you will need to make contact with the Company.

Electricity

The two main risks from electricity are:

- electric shocks; and
- fires.

The risk of electrical shocks and electrical fires can be reduced by: -

- not overloading sockets;
- keeping electrical equipment well maintained and cable and flex in good repair;
- not repairing or adjusting electrical appliances when they are switched on or connected to mains supply;
- never touching light switches or electrical appliances with wet hands;
- the repair and maintenance of electrical appliances is a job for an expert.

Changes to this Policy

Any change to this policy will be notified to you by way of notices placed on the Company's website. It is your duty to familiarise yourself with and implement any such changes.

Computer, Internet and Telecommunications Policy

Purpose

You have a duty to ensure that you are aware of any policy which the Labour User has in place regarding computer usage and use of email and the internet and to comply with any such policy at all times. Any failure to do so will result in disciplinary action.

In the event that the Labour User does not have such a policy in place the following policy will apply and you are required to comply with it.

Access

The Labour User's computer equipment and systems (hardware and software) ("the Equipment") are a vital part of their business and must only be accessed and operated specifically by those appointed and authorised to do so.

Unauthorised use of the Equipment (which means use by any person other than those specifically authorised), failure to comply with the policy, or in any way tampering with the Equipment will be regarded as gross misconduct and will render the offender liable to dismissal and possible criminal prosecution under the Computer Misuse Act 1990, even if no damage results.

Unauthorised bypass or any attempt to circumvent any security system is prohibited and is a dismissible offence.

It is your responsibility to check with the Labour User that accessing the Internet or sending e-mail is allowed for reasonable personal use when using the Labour User provided access accounts or the Equipment.

The Labour User's computer networks and the messages and information stored in or exchanged through them are the property of the Labour User.



Compliance

You are expected to exercise good judgement and act in a professional manner whenever sending e-mail messages or accessing the Internet or other external system. If you have any doubt or question concerning whether to use the Internet or another external system, please ask the Labour User.

The Company reserves the right to amend or replace this policy at its sole discretion and without prior notice.

Sanction

Failure to comply with the policy may result in disciplinary action.

The Company may take disciplinary action against any employee who makes excessive personal use of the Equipment or Internet or e-mail access, including dismissal for gross misconduct.

Computer Equipment Acceptable Use Policy

Access

If you are authorised to access and operate the Equipment you must use the Equipment only for the purpose of fulfilling your duties for the Labour User. In addition, you may be allowed to make reasonable personal use of the Equipment. Any personal use must be fully sanctioned by the Labour User and only take place outside your normal hours of work and must not interfere with the carrying out and completion of your duties and tasks for the Labour User.

Using the Equipment

Before using any files on writable disks (e.g. CD's, floppy disks) or downloading from the internet or other source, they must be scanned for viruses. Any item found infected must be immediately separated from any networking arrangement and steps taken to eliminate the virus or other infection. You must contact the end-user or the Labour Users' IT department immediately if you receive a virus-warning message.

Prohibited Activities

In particular, when accessing or using the Equipment you must not:-

- introduce or knowingly or recklessly transmit or distribute any bug, virus or other infection;
- corrupt any data held within the Equipment;
- tamper with or damage or do any act or thing which may in any way affect the output or performance of the Equipment;
- use the Equipment to send, receive, distribute or store any material that is (in the view of the Company or the Labour User) offensive, abusive, indecent, obscene, sexually explicit, pornographic or menacing;
- disclose to any other person any confidential information which may be stored on the Equipment or disclose any password protections to or allow access to your computer by any other person;
- use personal references when choosing a password;
- use the Equipment for playing games or any other purpose other than legitimate work of the Labour User (other than reasonable personal use of e-mail and Internet access as set out above);



- use any software/disks, etc. on the Equipment other than those owned or leased by the Labour User which have been purchased new from recognised and reputable suppliers, backed by a confirmation that they are free from viruses or other infections and with a guarantee/indemnity in respect of such confirmation;
- forget to switch your computer off at the end of the day or if you leave your seat for a prolonged period; and
- enter into contracts etc. in breach of this policy.

Internet and E-mail Acceptable Use Policy

Scope

This policy applies to all electronic communications sent by employees of the Company, whether internally to other employees of the Company, a Labour User or externally via the Internet or any public networked or dial-in system. It also applies to all use of the Internet by employees.

This policy applies to the receipt or provision of information electronically by an employee in any form, whether through correspondence with an individual or through publicly accessible sources.

Access

All use must comply with the terms of this policy and the Computer Equipment Acceptable Use Policy.

Prohibited Activities

The following are prohibited when using access accounts provided by the Company or a Labour User or when identifying yourself as associated with the Company using an individually acquired access account:-

- the uploading, downloading, transmission or possession of any material with illegal or unacceptable (in the view of the Company or the Labour User) content or content of a pornographic or sexually explicit nature;
- transmitting defamatory, obscene, offensive, racially or sexually harassing, indecent or abusive messages, or any messages that may be construed as such;
- "spamming", or the sending of e-mail messages to multiple recipients;
- sending or other participation in chain letters or the spreading of gossip;
- use for personal gain.



Proprietary Information

You must obey all intellectual property and copyright law. Any questions that you may have concerning compliance should be directed to the Company.

Although material may be available for "free" on the Internet, you do not have the legal right to copy it or download it to your computer. Merely accessing the material may be a breach of copyright. You must always obtain the copyright holder's written permission before downloading or copying from the Internet or other public computer system.

Do not transmit proprietary or confidential or secret materials or information of the Company or the Labour User over any public computer system (which includes via e-mail) unless it is properly encrypted and you have the authority to do so.

Social Media Policy

1. Introduction

- 1.1 This Social Media Policy applies to all employees, contractors and agents of Quickstep Contracting Services (“the Company”) who use the computers, mobile devices, networks and other communications equipment and systems provided by the Company (“Users”).
- 1.2 This Social Media Policy exists to address the use by Users of all types of social network and social media platforms including, but not limited to, Facebook, Twitter, LinkedIn, Google+, Pinterest, Tumblr, Instagram, (collectively, “Social Media”).
- 1.3 The purpose of this Social Media Policy is to minimise the various risks to the Company presented by Social Media usage.
- 1.4 No part of this Social Media Policy shall be deemed to form a part of any employee’s contract of employment. It may be amended by the Company at any time and for any reason.
- 1.5 This Policy shall have effect from 25 May 2018.

2. General Principles

There are certain general principles that all Users should keep in mind when using Social Media, whether for personal use or for authorised work-related purposes. The Company expects all Users to:

- 2.1 Use Social Media responsibly and professionally, and at all times in accordance with their duties;
- 2.2 Be mindful of what constitutes confidential, restricted or other proprietary information and ensure that such information is never disseminated over Social Media without the express consent of the Company.
- 2.3 Ensure that their use of Social Media does not breach any other of the Company’s policies including, but not limited to, its IT Security, Internet Usage and Mobile Phone Policy, Equal Opportunities Policy, Disciplinary Policy and Procedure; and Data Protection Policy.
- 2.4 Ensure that their use of Social Media does not breach any other laws, regulatory requirements, or other applicable rules set out by regulatory bodies and other organisations.
- 2.5 Ensure that they do not breach any copyright or other intellectual property rights when using Social Media;
- 2.6 Be mindful of the fact that any communication may be relied upon in court, to the advantage or detriment of the individual or the Company and conduct their use of Social Media accordingly.

3. Personal Social Media Use

Users may use Social Media for personal purposes outside of work hours e.g. during breaks, provided that such usage complies with the provisions of this Social Media Policy and provided that it does not interfere with their work responsibilities or productivity.

4. Business Social Media Use

4.1 Certain Users may from time to time be required to use Social Media on behalf of the Company. A User should only use Social Media on behalf of the Company with the authorisation and in accordance with the instruction of their line manager.

4.2 Use of Social Media for business purposes must comply with the provisions of this Social Media Policy at all times.

4.3 Users using Social Media on behalf of the Company may from time to time be required to interact with other internet users via Social Media, for example, in response to posts or enquiries regarding the Company. Unless the instructions issued to that User (see paragraph 4.1) specifically authorise the User to respond without further approval, the User may not respond to any such communications without the prior approval of their line manager. In any event, no User using Social Media on behalf of the Company should respond to such communications, with or without prior approval, without first consulting the relevant individual and/or department unless they are fully knowledgeable of the relevant topic and suitably qualified to respond.

4.4 Before using Social Media on behalf of the Company, Users may require training in order to do so, or may be required to demonstrate that they have already received suitable training, either from the Company or from a previous employer or other organisation.

5. Acceptable Use of Social Media

5.1 Users should make it clear that they are posting on Social Media as themselves, not as the Company, and that all views expressed on Social Media by that User are the author's own and do not necessarily reflect the views of the Company.

5.2 Unless using Social Media on behalf of the Company, Users should not use any Social Media accounts belonging to, or otherwise associated with, the Company.

5.3 Company email addresses may not be used to sign up to any Social Media websites except for work-related purposes.

5.4 Users should always be respectful to others when using Social Media and should always be mindful of the fact that their association with the Company may be known to anyone at any time. The conduct of all Users on Social Media may reflect on the Company, whether positive or negative. This applies whether a User is using Social Media for business purposes or for personal purposes, whether during workings hours or otherwise.

5.5 If a User is unsure as to the appropriateness of a post or any other Social Media activity with respect to this Social Media Policy, they should consult their line manager before continuing.

6. Unacceptable and Prohibited Use of Social Media

- 6.1 Users must not use Social Media to defame or otherwise disparage the Company or any of its employees, contractors, agents, or other affiliated third parties and organisations.
- 6.2 Users must ensure that their use of Social Media does not damage the Company, its interests, or its reputation, whether directly or indirectly, in any way.
- 6.3 As under paragraph 5.1, unless specifically instructed to do so, Users must not represent themselves on Social Media as the Company or as posting on behalf of the Company.
- 6.4 Users may not share confidential, commercially sensitive or other proprietary business information belonging to the Company or any of its employees, contractors, agents, or other affiliated third parties and organisations on Social Media unless specifically authorised to do so by the Managing Director.
- 6.5 Users may not use any intellectual property belonging to the Company on Social Media (including, but not limited to, trademarks and logos) unless specifically authorised to do so by the Managing Director.
- 6.6 Users may not add contacts made during the course of their duties to their personal Social Media accounts.
- 6.7 Any contacts added during the course of a user's duties of employment will remain the property of the Company and can be recovered at any time without prior notice. Such contacts should be kept separate from any personal contact(s).

7. Monitoring

- 7.1 The Company may monitor Users' communications and internet usage (including, but not limited to Social Media) for the following reasons:
 - 7.1.1 To ensure that Company policies and guidelines are followed, and that standards of service are maintained;
 - 7.1.2 To provide evidence of transactions and communications;
 - 7.1.3 To help combat unauthorised use of the Company's computers, mobile devices, networks and other communications equipment and systems and to maintain security;
 - 7.1.4 If the Company has reason to believe that a User has been viewing or sending offensive or illegal material (including, but not limited to that which breaches another party's intellectual property rights);
 - 7.1.5 If the company has reason to believe that a User has been spending an unreasonable amount of time viewing non-work-related sites (including, but not limited to, Social Media) and/or sending and receiving an unreasonable number of personal communications; and
 - 7.1.6 In order to better understand the requirements of the Company in terms of the provision of computers, mobile devices, networks and other communications equipment and systems.
- 7.2 Users should be aware that all internet and email traffic data sent and received using the Company's communication systems is logged, including websites visited, times of visits, and duration of visits. Any personal use of the internet,



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including but not limited to Social Media, will therefore be logged also, irrespective of whether or not it is in compliance with this Social Media Policy and other Company policies. Users who wish to avoid the possibility of the Company becoming aware of any political or religious beliefs or affiliations that they would prefer to keep private should avoid visiting websites that might reveal such information. By using the Company's computers, mobile devices, networks and other communications equipment and systems, Users are taken to consent to their personal internet use and communications being logged and monitored by the Company. The Company shall ensure that any monitoring under this Social Media Policy complies fully with all applicable laws including, but not limited to, the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000 and the Human Rights Act 1998.

- 7.3 When monitoring emails, the Company will normally restrict itself to looking at the address and email headers. If, however, it is considered necessary, the Company may open and read emails. Users should be aware that sensitive and confidential communications should not be sent by email because it cannot be guaranteed to be private.

8. Recruitment

- 8.1 The Company may use internet searches to carry out due diligence as part of its recruitment process. In these circumstances, the Company will act in accordance with its equal opportunities and data protection obligations.

9. Misuse and Compliance

- 9.1 Any User found to be in breach of this Social Media Policy will be treated in line with the usual disciplinary procedure.
- 9.2 The viewing, transmission, downloading, uploading or accessing in any way, whether through Social Media or otherwise, of any of the following material using the Company's computers, mobile devices, networks or other communications equipment and systems will amount to gross misconduct with the possibility of summary dismissal:
- 9.2.1 Material which is pornographic, sexist, racist, homophobic, paedophilic, or any other discriminatory or otherwise obscene or offensive material;
 - 9.2.2 Illegal or criminal material, including material which breaches copyright or any other intellectual property right;
 - 9.2.3 Any material which has the object or effect of causing harassment to the recipient;
 - 9.2.4 Material which the User knows, or ought to know, is confidential, restricted or otherwise proprietary information and which they are not authorised to deal with;
 - 9.2.5 Any website (Social Media or otherwise) which the Company has blocked access to.
- 9.3 Any questions regarding this Social Media Policy should be referred to your line manager.
- 9.4 If any User becomes aware of any content on Social Media that reflects poorly on the Company or otherwise defames or disparages the Company, they should contact their line manager.

Disciplinary and Dismissal Policy

Purpose

The aim of this disciplinary procedure is to help promote fairness in the treatment of employees in the work place. It applies to all employees. This procedure is a workplace rule and the Company is not obliged to follow it in all circumstances. The procedures may be amended from time to time.

This disciplinary procedure will normally be adopted where your conduct or performance is below the standard required by the Company. Any disciplinary or dismissal action taken against you will usually only be taken after this procedure has been followed.

This procedure does not form part of your Employment Contract. It may be varied by the Company from time to time.

General Points

- This procedure may be implemented at any stage and the Company reserves the right to miss out stages if your conduct warrants such action.
- No disciplinary or dismissal action will be taken without prior investigation by the Company, where necessary. The person who carries out the investigation will not, insofar as possible, be the person who hears any disciplinary hearing.
- Except in cases of gross misconduct or during your probationary period, you will not normally be dismissed for a first breach of discipline.
- You have the right to be accompanied by a work colleague or trade union representative at any stage of the formal procedure.
- You will be given written details of the allegations or complaint against you.
- You will be given access to any relevant information and papers.
- You will be given the opportunity to state your case in response to claims against you.
- You can appeal against any disciplinary penalty imposed.
- Matters will be dealt with promptly by the Company and without unreasonable delay. However, the time limits stated in this procedure are subject to change depending on the circumstances of each case.
- Where practicable different managers will carry out investigation, disciplinary hearing and appeal stages of this procedure.

Informal Procedure

On the first occurrence, minor conduct or performance issues will normally be resolved informally between you and the HR Manager. These discussions will, insofar as it is possible, be held in private and without undue delay whenever there is a cause for concern. In some cases, an informal verbal warning will be given, which will not appear on your personnel file. Employers are advised to keep a confidential written record of any disciplinary cases which are kept no longer than necessary in accordance with the Data Protection Act 1998. This includes records of the initial complaint against the employee. Formal steps will be taken under this procedure if the matter is not resolved, or where the matter is repeated or more serious.

Formal Procedure

Investigation

Before any disciplinary action is taken against you the Company will carry out an investigation, if necessary. The purpose of the investigation is to establish the facts relating to any disciplinary allegations against you before deciding whether to proceed with a disciplinary hearing.

The person carrying out the investigation may review any relevant documents or materials, interview you or take witness statements from witnesses.

Interviews during the investigatory stage are solely fact-finding and no decision will be taken on disciplinary action. Accordingly, you do not normally have the right to bring a companion to any investigatory interview.

If the person conducting the investigation considers that it is necessary to invoke the formal disciplinary and dismissal procedure he/she will inform you. The following procedure will then apply.

Statement of grounds for action

Following any investigation, if the Company considers there are grounds for disciplinary action, the HR Manager will set out in writing the allegations against you and the basis for those allegations which lead the Company to contemplate dismissing or taking disciplinary action against you. He will then send a copy of the statement to you, along with any relevant documents and witness statements, where necessary and invite you to attend a meeting to discuss the matter.

Meeting

You will be given written notice of the date, time and place of the disciplinary meeting. You are entitled to be accompanied at the meeting by a companion. You must take all reasonable steps to attend the meeting. Failure to attend the meeting without good reason may be treated as misconduct in itself and the Company can make a decision in your absence using the evidence available. If you or your companion cannot attend at the time specified you should inform the Company immediately and an alternative arrangement will be made.

The meeting must take place before action is taken, except where the action consists of suspension or in very unusual cases where no meeting is appropriate (for example where your behaviour is extremely violent or threatening). The Company will explain the complaint against you and go through the evidence. The purpose of the meeting is to review the evidence and allow you to respond to any allegations made against you.

Relevant witnesses may be called to the hearing where, in the view of the Company, it is reasonable to do so. Reasonable advance notice is required where you intend to call any witnesses, and it will be a matter for the Company, acting reasonably, to decide:-

- a) if the witness is relevant i.e. a colleague or a qualified union representative; and
- b) how the evidence should be dealt with at the hearing.

The meeting may be adjourned if the Company needs to carry out further investigations or to re-interview witnesses in light of any new points that have been raised at the meeting. You will be given a reasonable opportunity to consider any new information before the meeting is reconvened.

Within 1 week of the meeting, you will be informed in writing of the disciplinary decision and of any disciplinary sanction imposed. You have the right to appeal against the decision if you are not satisfied with it.

Appeal

You will have the right of appeal in respect of any formal sanction or dismissal. Any appeal should be made to the Director. Appeals will be conducted by a Senior Manager with authority to uphold, amend or overturn the original decision.

All appeals must be made in writing, stating the full grounds of appeal, within 1 week of the date on which you were informed of the decision. Failure to lodge the written notice within that time period will be regarded as acceptance of the disciplinary decision and/or sanction and no further right of appeal will be available.

An appeal meeting will take place within 2 weeks of receipt of the written notice of appeal or as soon as practicable thereafter. You must take all reasonable steps to attend the meeting. The appeal meeting need not take place before the dismissal or sanction takes effect. In cases of dismissal the appeal will be held as soon as possible.

If you raise any new matters in your grounds of appeal the Company may need to carry out further investigation prior to the appeal meeting. You will be given an opportunity to state your case and may be accompanied by a colleague or a trade union official.

The manager hearing the appeal will have the authority to overturn the original decision, revoke it, or impose any other disciplinary penalty that he/she feels appropriate in the circumstances. Their decision is final and there is no further right of appeal. A written decision stating the outcome of the appeal will normally be sent to you within 5 working days of the meeting.

Sanctions

Warnings

Formal Verbal Warning

You will be given a formal verbal warning in the case of minor offences where you have no other active warnings on your personnel record. You will be advised that the warning constitutes the first formal stage of the disciplinary and dismissal procedure. The nature of the offence, the reason for the warning and the likely consequences of further offences or a failure to improve will be explained. You will also be advised of your right of appeal. A note of the formal verbal warning will be kept in your personnel file.

Written Warning

A first written warning will usually be given if:

- a) the conduct or performance issue is a serious one where there are no other active warnings on your disciplinary record; or
- b) there is a further act of misconduct [or there is still a failure to improve] following the verbal warning.

The written warning is likely to include:

- a) details of the complaint/infringement;
- b) the improvement required and the period allowed for improvement;
- c) what further disciplinary or dismissal action will be taken by the Company should you not respond to the warning; and

d) the right of appeal and the person to whom you should appeal.

A copy of the warning will be kept in your personnel file.

Final Written Warning

A final written warning will usually be given if:-

- a) there is no active written warning on file but the conduct or performance issue is sufficiently serious to warrant a final written warning; or
- b) there is a further act of misconduct or there is still a failure to improve following the written warning.

The final written warning is likely to include:

- a) details of the complaint/infringement;
- b) the improvement required and the period allowed for improvement;
- c) the fact that a failure to improve may lead to dismissal; and
- d) the right of appeal and the person to whom you should appeal.

A copy of the warning will be kept in your personnel file.

Dismissal

You may be dismissed by the Company for breach of a final written warning or where the Company considers that your conduct is sufficiently serious to warrant dismissal (in such instances your behaviour is likely to amount to gross misconduct).

If, following the meeting, management decides to dismiss you, then the decision to dismiss will be given to you in writing stating:

- a) the nature of the offence;
- b) the reason for the dismissal;
- c) the period of notice of dismissal (if any);
- d) when the dismissal will take effect; and
- e) the right of appeal and to whom the appeal should be made.

It should be remembered that the Company is not obliged to impose any sanctions in a set order. Therefore, if the Company considers that your offence merits a final written warning or dismissal, the Company may impose that sanction without first having issued a written warning, etc.

Length of warnings

A verbal warning will usually last for 6 months and a written warning will usually last for 1 year. After the active period it will be disregarded in deciding the result of future disciplinary proceedings.

However, this is subject to the following:-

- The Company reserves the right to extend the length of the warning if the nature of the misconduct justifies it (in particular, if imposition of lesser penalty is an act of leniency or act of misconduct is the same or substantially similar to that of an earlier offence in which previous warning given);

- The Company reserves the right to rely on spent warnings where the act of misconduct is the same or substantially similar to that of an earlier offence in which previous warning given and it is fair and reasonable in all the circumstances for the Company to rely upon it;
- The Company reserves the right, prior to the expiry of a warning, to review your conduct and if it has not sufficiently improved to extend the active period of the warning.

Gross Misconduct

If the Company considers that your behaviour is so serious as to amount to gross misconduct then you may be dismissed summarily without notice. In that instance, you will not receive any payment in lieu of notice.

The following types of behaviour are likely to constitute gross misconduct and will normally be dealt with by way of summary dismissal. However, the list given below is not exhaustive:

- physical violence, actual or threatened;
- theft, attempted theft or other offence;
- malicious damage to property;
- falsification of records, particulars of job application, time sheets, vehicle log sheets and/or relevant documents;
- consumption of alcohol or drugs or other illegal substances or being under the influence of alcohol, drugs or other illegal substances on Labour User's premises;
- involvement in activities likely to endanger employee safety;
- misuse or unauthorised use of computer equipment;
- working for or assisting a competitor or preparing to set up in competition;
- deliberate and serious breaches of confidence in relation to the Company or its Labour Users' affairs (subject to the Public Interest (Disclosure) Act 1998);
- sexual or racial discrimination or harassment or some other form of discrimination or harassment;
- gross negligence;
- insubordination, including insolence or failure to carry out instructions or disregard of duties or instruction;
- posting direct or indirect grievances referring to the Company such as discriminatory content, remarks or images on social media;
- failure to notify us promptly of any period in which you anticipate not being on assignment;
- failure to work (without good cause, which will be determined at the discretion of the company) when the company requires you to do so;
- conviction of a criminal charge which, in the opinion of the Company, makes you unsuitable to carry out your duties; and/or
- serious breach of the Company's rules or any policy or procedure.

Suspension

If appropriate, the Company may by written notice suspend you while any investigation takes place. The suspension will be for no longer than is necessary to properly investigate the allegations. During any period of suspension you will not be entitled to enter the Company's premises or contact any of the Company's Labour Users, customers, suppliers, contractors or employees, unless you have been authorised to do so by the HR Manager.

Confidentiality

All employees, including witnesses, must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.

You will normally be told the names of any witnesses, whose evidence is relevant to disciplinary proceedings against you, unless the Company believes that a witness's identity should remain confidential.

Right to be accompanied

You have the right to be accompanied to any formal meetings under this procedure by a companion who is either:

- a work colleague; or
- a trade union official; or
- a lay official, not employed by the union. In this case, the union must certify in writing that the official has experience or training in acting as a worker's companion.

Your companion has the right to address the meeting to put forward your case, to sum up the case, to confer with you during the meeting and to respond on your behalf to any comments expressed at the meeting. Your companion is not, however, allowed to answer questions on your behalf.

You must tell the Company who your companion is, in good time before the meeting. If your companion is an employee they will be allowed reasonable time off without loss of pay to act as your companion.

If your companion cannot attend the meeting on the date set, then the Company will postpone the meeting for up to 5 days.

Changes to this Procedure

Any changes to this procedure will be notified to employees by way of notices posted on the employee zone of the Company web-site. It is your duty to familiarise yourself with and implement any such changes.

Grievance Policy

Purpose

The object of the grievance procedure is to enable employees who feel they have a problem or complaint arising from their employment to have it dealt with quickly and fairly. All grievances raised under the procedure will be treated confidentially.

The procedure applies to all employees, irrespective of their length of service, hours worked or seniority. Anyone wishing to use the procedure can do so freely and without prejudice to his or her position within the Company.

All employees should however be aware that malicious or reckless abuse of the grievance procedure to raise unfounded complaints or allegations will be viewed very seriously by the Company and may lead to disciplinary action (including summary dismissal) being taken against the employee responsible.

The grievance procedure does not form part of your Employment Contract. It may be varied by the Company from time to time. It is to be used as a guideline as to how grievances should be dealt with, but a different procedure may be followed by the Company, if appropriate, in the circumstances.

Informal Procedure

Grievances can generally be resolved quickly through informal discussions with your manager, as that person in most cases will be best placed to deal with the complaint. If the complaint is about your manager or you feel unable to speak to your direct manager, you should speak informally to an alternative manager. If this does not resolve the problem or you wish to have the grievance dealt with formally you should follow the standard procedure set out below.

Standard Procedure-Written Grievances

Stage 1 - Statement of Grievance

If you have any grievance relating to your employment you should set out your grievance in writing and send a copy to your manager.

If the grievance relates to your manager, you should raise the matter with an alternative manager.

Your written grievance should state that you are invoking this grievance procedure and set out in detail the basis for your grievance. You should include any relevant facts, dates and names of individuals involved. You may be asked to clarify matters relating to your grievance prior to a grievance meeting being held and the Company may carry out an investigation, which may involve interviewing you and any appropriate witnesses.

Stage 2 - Meeting

You will be invited to attend a meeting to discuss the grievance. This meeting will normally take place within 2 weeks of receipt of your grievance, or as soon as reasonably practicable thereafter.

You are entitled to be accompanied at the meeting by a companion (see below). You should take all reasonable steps to attend. If you or your companion cannot attend at the time specified you should inform the Company immediately and an alternative arrangement will be made.

The grievance meeting may be adjourned if the Company needs to carry out further investigations or to re-interview witnesses in light of any new points that have been raised at the meeting.

Your manager will aim to respond to the grievance within 1 week of the meeting taking place. Your manager may hold a meeting to give you his/her decision on what action, if any, is required but in all cases you will receive a written response, including details of your right of appeal.

Stage 3 - Appeal

If the grievance is not resolved to your satisfaction you have the right of appeal. Any appeal should be made to the Company and where practicable will be heard by a manager who is senior to the person who conducted the original grievance meeting.

All appeals must be made in writing, stating the full grounds of appeal, within 2 weeks of the date on which you were informed of the decision.

An appeal hearing will normally take place within 2 weeks of receipt of the written notice of appeal, or as soon as practicable thereafter. You must take all reasonable steps to attend and you may bring a companion with you.

The decision of the manager hearing the appeal is final and there is no further right of appeal. A written decision stating the outcome of the appeal will normally be sent to you within 2 weeks of the appeal.

Right to be accompanied

You have the right to be accompanied to any meeting held under this procedure by a companion who is either:

- a) a work colleague; or
- b) a trade union official; or
- c) a lay official, not employed by the union. In this case, the union must certify in writing that the official has experience or training in acting as a worker's companion.

Your companion has the right to address the meeting to put forward your grievance, to sum up, to confer with you during the meeting and to respond on your behalf to any comments expressed at the meeting. Your companion is not, however, allowed to answer questions on your behalf.

You must tell the Company who your companion is, in good time before the meeting. If your companion is an employee they will be allowed reasonable time off without loss of pay to act as your companion.

If your companion cannot attend the meeting on the date set, then the Company will postpone the meeting for up to 5 days.

Written Records

The Company have the right to keep confidential written records of the grievance procedure, including:

- a) the nature of the grievance
- b) decisions made and actions taken
- c) whether an appeal was lodged
- d) the outcome of the appeal



Q U I C K S T E P

Records are to be kept no longer than necessary in accordance with the Data Protection Act 1998. You have a right to all copies of any formal minutes that have been taken, however in some circumstances the Company might withhold some information, such as when protecting a witness.

Data Protection Policy

10. Introduction

- 1.1. This Policy sets out the obligations of Quickstep Contracting Services (“the Company”) regarding data protection and the rights of its employees, contractors, suppliers and clients (“data subjects”) in respect of their personal data under the General Data Protection Regulation (“the Regulation”).
- 1.2. The Regulation defines “personal data” as any information relating to an identified or identifiable natural person (a data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.3. This Policy sets out the procedures that are to be followed when dealing with personal data. The procedures and principles set out herein must be followed at all times by the Company, its employees, agents, contractors, or other parties working on behalf of the Company.
- 1.4. The Company is committed not only to the letter of the law, but also to the spirit of the law and places high importance on the correct, lawful, and fair handling of all personal data, respecting the legal rights, privacy, and trust of all individuals with whom it deals.

11. The Data Protection Principles

- 11.1 This Policy aims to ensure compliance with the Regulation. The Regulation sets out the following principles with which any party handling personal data must comply. All personal data must be:
 - a) processed lawfully, fairly, and in a transparent manner in relation to the data subject;
 - b) collected for specified, explicit, and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;
 - c) adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
 - d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that is inaccurate, having regard to the purposes for which they are processed, is erased or rectified without delay;
 - e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the

public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the Regulation in order to safeguard the rights and freedoms of the data subject;

- f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

12. Lawful, Fair, and Transparent Data Processing

12.1 The Regulation seeks to ensure that personal data is processed lawfully, fairly, and transparently, without adversely affecting the rights of the data subject. The Regulation states that processing of personal data shall be lawful if at least one of the following applies:

- a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes;
- b) processing is necessary for the performance of a contract to which the data subject is a party or in order to take steps at the request of the data subject prior to entering into a contract;
- c) processing is necessary for compliance with a legal obligation to which the controller is subject;
- d) processing is necessary to protect the vital interests of the data subject or of another natural person;
- e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
- f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

13. Processed for Specified, Explicit and Legitimate Purposes

13.1 The Company collects and processes personal data. This may include personal data received directly from data subjects (for example, contact details used when a data subject communicates with us) and data received from third parties (for example, information forwarded to us by an agency client).

13.2 The Company only processes personal data for specific purposes expressly permitted by the Regulation. The purposes for which we process personal data will be informed to data subjects at the time that their personal data is collected, where it is collected directly from them, or as soon as possible (not more than one calendar month) after collection where it is obtained from a third party.

14. Adequate, Relevant and Limited Data Processing

14.1 The Company will only collect and process personal data for and to the extent necessary for the specific purpose(s) informed to data subjects as under Part 4, above.

15. Accuracy of Data and Keeping Data Up To Date

15.1 The Company shall ensure that all personal data collected and processed is kept accurate and up-to-date. The accuracy of data shall be checked when it is collected and at regular intervals thereafter. Where any inaccurate or out-of-date data is found, all reasonable steps will be taken without delay to amend or erase that data, as appropriate.

16. Timely Processing

16.1 The Company shall not keep personal data for any longer than is necessary in light of the purposes for which that data was originally collected and processed. When the data is no longer required, all reasonable steps will be taken to erase it without delay.

17. Secure Processing

17.1 The Company shall ensure that all personal data collected and processed is kept secure and protected against unauthorised or unlawful processing and against accidental loss, destruction or damage. Further details of the data protection and organisational measures which shall be taken are provided in Parts 17 and 18 of this Policy.

18. Accountability

18.1 The Director is responsible for the Company's data protection.

18.2 The Company shall keep written internal records of all personal data collection, holding, and processing, which shall incorporate the following information:

- a) The name and details of the Company and any applicable third-party data controllers;
- b) The purposes for which the Company processes personal data;
- c) Details of the categories of personal data collected, held, and processed by the Company; and the categories of data subject to which that personal data relates;
- d) Details (and categories) of any third parties that will receive personal data from the Company;
- e) Details of any transfers of personal data to non-EEA countries including all mechanisms and security safeguards;
- f) Details of how long personal data will be retained by the Company; and

- g) Detailed descriptions of all technical and organisational measures taken by the Company to ensure the security of personal data.

19. **The Rights of Data Subjects**

19.1 The Regulation sets out the following rights applicable to data subjects:

- a) The right to be informed;
- b) The right of access;
- c) The right to rectification;
- d) The right to erasure (also known as the 'right to be forgotten');
- e) The right to restrict processing;
- f) The right to data portability;
- g) The right to object;
- h) Rights with respect to automated decision-making and profiling.

20. **Keeping Data Subjects Informed**

20.1 The Company shall ensure that the following information is provided to every data subject when personal data is collected:

- a) Details of the Company;
 - b) The purpose(s) for which the personal data is being collected and will be processed and the legal basis justifying that collection and processing;
 - c) Where applicable, the legitimate interests upon which the Company is justifying its collection and processing of the personal data;
 - d) Where the personal data is not obtained directly from the data subject, the categories of personal data collected and processed;
 - e) Where the personal data is to be transferred to one or more third parties, details of those parties;
 - f) Where the personal data is to be transferred to a third party that is located outside of the European Economic Area (the "EEA"), details of that transfer, including but not limited to the safeguards in place;
 - g) Details of the length of time the personal data will be held by the Company (or, where there is no predetermined period, details of how that length of time will be determined);
- a) Details of the data subject's rights under the Regulation;
 - b) Details of the data subject's right to withdraw their consent to the Company's processing of their personal data at any time;
 - c) Details of the data subject's right to complain to the Information Commissioner's Office (the 'supervisory authority' under the Regulation);
 - d) Where applicable, details of any legal or contractual requirement or obligation

necessitating the collection and processing of the personal data and details of any consequences of failing to provide it;

- e) Details of any automated decision-making that will take place using the personal data (including but not limited to profiling), including information on how decisions will be made, the significance of those decisions and any consequences.
- 20.2 The information set out above in Part 11.1 shall be provided to the data subject at the following applicable time:
- 20.2.1 Where the personal data is obtained from the data subject directly, at the time of collection;
 - 20.2.2 Where the personal data is not obtained from the data subject directly (i.e. from another party):
 - 20.2.3 If the personal data is used to communicate with the data subject, at the time of the first communication; or
 - 20.2.4 If the personal data is to be disclosed to another party, before the personal data is disclosed; or
 - 20.2.5 In any event, not more than one month after the time at which the Company obtains the personal data.

21. **Data Subject Access**

- 21.1 A data subject may make a subject access request (“SAR”) at any time to find out more about the personal data which the Company holds about them. The Company is normally required to respond to SARs within one month of receipt (this can be extended by up to two months in the case of complex and/or numerous requests, and in such cases the data subject shall be informed of the need for the extension).
- 21.2 All subject access requests received must be forwarded to the director.
- 21.3 The Company does not charge a fee for the handling of normal SARs. The Company reserves the right to charge reasonable fees for additional copies of information that has already been supplied to a data subject, and for requests that are manifestly unfounded or excessive, particularly where such requests are repetitive.

22. **Rectification of Personal Data**

- 22.1 If a data subject informs the Company that personal data held by the Company is inaccurate or incomplete, requesting that it be rectified, the personal data in question shall be rectified, and the data subject informed of that rectification, within one month of receipt the data subject’s notice (this can be extended by up to two months in the case of complex requests, and in such cases the data subject shall be informed of the need for the extension).
- 22.2 In the event that any affected personal data has been disclosed to third parties, those parties shall be informed of any rectification of that personal data.

23. Erasure of Personal Data

- 23.1 Data subjects may request that the Company erases the personal data it holds about them in the following circumstances:
- a) It is no longer necessary for the Company to hold that personal data with respect to the purpose for which it was originally collected or processed;
 - b) The data subject wishes to withdraw their consent to the Company holding and processing their personal data;
 - c) The data subject objects to the Company holding and processing their personal data (and there is no overriding legitimate interest to allow the Company to continue doing so) (see Part 16 of this Policy for further details concerning data subjects' rights to object);
 - d) The personal data has been processed unlawfully;
 - e) The personal data needs to be erased in order for the Company to comply with a particular legal obligation;
- 23.2 Unless the Company has reasonable grounds to refuse to erase personal data, all requests for erasure shall be complied with, and the data subject informed of the erasure, within one month of receipt of the data subject's request (this can be extended by up to two months in the case of complex requests, and in such cases the data subject shall be informed of the need for the extension).
- 23.3 In the event that any personal data that is to be erased in response to a data subject request has been disclosed to third parties, those parties shall be informed of the erasure (unless it is impossible or would require disproportionate effort to do so).

24. Restriction of Personal Data Processing

- 24.1 Data subjects may request that the Company ceases processing the personal data it holds about them. If a data subject makes such a request, the Company shall retain only the amount of personal data pertaining to that data subject that is necessary to ensure that no further processing of their personal data takes place.
- 24.2 In the event that any affected personal data has been disclosed to third parties, those parties shall be informed of the applicable restrictions on processing it (unless it is impossible or would require disproportionate effort to do so).

25. Objections to Personal Data Processing

- 25.1 Data subjects have the right to object to the Company processing their personal data based on legitimate interests (including profiling), direct marketing (including profiling).
- 25.2 Where a data subject objects to the Company processing their personal data based on its legitimate interests, the Company shall cease such processing forthwith, unless it can be demonstrated that the Company's legitimate grounds for such processing override the data subject's interests, rights and freedoms; or the processing is necessary for the conduct of legal claims.

25.3 Where a data subject objects to the Company processing their personal data for direct marketing purposes, the Company shall cease such processing forthwith.

26. Data Protection Measures

26.1 The Company shall ensure that all its employees, agents, contractors, or other parties working on its behalf comply with the following when working with personal data:

- a) All emails containing personal data must be encrypted or password protected;
- b) Where any personal data is to be erased or otherwise disposed of for any reason (including where copies have been made and are no longer needed), it should be securely deleted and disposed of. Hardcopies should be shredded, and electronic copies should be deleted securely.
- c) Personal data may be transmitted over secure networks only; transmission over unsecured networks is not permitted in any circumstances;
- d) Personal data may not be transmitted over a wireless network if there is a wired alternative that is reasonably practicable;
- e) Personal data contained in the body of an email, whether sent or received, should be copied from the body of that email and stored securely. The email itself should be deleted. All temporary files associated therewith should also be deleted;
- f) Where personal data is to be sent by facsimile transmission the recipient should be informed in advance of the transmission and should be waiting by the fax machine to receive the data;
- g) Where personal data is to be transferred in hardcopy form it should be passed directly to the recipient or sent using Special Delivery postage;
- h) No personal data may be shared informally and if an employee, agent, sub-contractor, or other party working on behalf of the Company requires access to any personal data that they do not already have access to, such access should be formally requested from the director.
- i) All hardcopies of personal data, along with any electronic copies stored on physical, removable media should be stored securely in a locked box, drawer, cabinet or similar;
- j) No personal data may be transferred to any employees, agents, contractors, or other parties, whether such parties are working on behalf of the Company or not, without the authorisation of the director;
- k) Personal data must be handled with care at all times and should not be left unattended or on view to unauthorised employees, agents, sub-contractors or other parties at any time;
- l) If personal data is being viewed on a computer screen and the computer in question is to be left unattended for any period of time, the user must lock the computer and screen before leaving it;

- m) No personal data should be stored on any mobile device (including, but not limited to, laptops, tablets and smartphones), whether such device belongs to the Company or otherwise without the formal written approval of the director and, in the event of such approval, strictly in accordance with all instructions and limitations described at the time the approval is given, and for no longer than is absolutely necessary.
- n) No personal data should be transferred to any device personally belonging to an employee and personal data may only be transferred to devices belonging to agents, contractors, or other parties working on behalf of the Company where the party in question has agreed to comply fully with the letter and spirit of this Policy and of the Regulation (which may include demonstrating to the Company that all suitable technical and organisational measures have been taken);
- o) All personal data stored electronically should be backed up. All backups should be encrypted;
- p) All electronic copies of personal data should be stored securely using passwords or data encryption;
- q) All passwords used to protect personal data should be changed regularly and should not use words or phrases that can be easily guessed or otherwise compromised. All passwords must contain a combination of uppercase and lowercase letters, numbers, and symbols;
- r) Under no circumstances should any passwords be written down or shared between any employees, agents, contractors, or other parties working on behalf of the Company, irrespective of seniority or department. If a password is forgotten, it must be reset using the applicable method. IT staff do not have access to passwords;
- s) Where personal data held by the Company is used for marketing purposes, it shall be the responsibility the sender to ensure that no data subjects have added their details to any marketing preference databases including, but not limited to, the Telephone Preference Service, the Mail Preference Service, the Email Preference Service, and the Fax Preference Service. Such details should be checked at least 6-monthly.

27. Organisational Measures

- 27.1 The Company shall ensure that the following measures are taken with respect to the collection, holding, and processing of personal data:
- a) All employees, agents, contractors, or other parties working on behalf of the Company shall be made fully aware of both their individual responsibilities and the Company's responsibilities under the Regulation and under this Policy, and a copy of this Policy shall be made available upon request;
 - b) Only employees, agents, sub-contractors, or other parties working on behalf of the Company that need access to, and use of, personal data

in order to carry out their assigned duties correctly shall have access to personal data held by the Company;

- c) All employees, agents, contractors, or other parties working on behalf of the Company handling personal data will be appropriately trained to do so;
- d) All employees, agents, contractors, or other parties working on behalf of the Company handling personal data will be appropriately supervised;
- e) Methods of collecting, holding and processing personal data shall be regularly evaluated and reviewed;
- f) The performance of those employees, agents, contractors, or other parties working on behalf of the Company handling personal data shall be regularly evaluated and reviewed;
- g) All employees, agents, contractors, or other parties working on behalf of the Company handling personal data will be bound to do so in accordance with the principles of the Regulation and this Policy by contract;
- h) All agents, contractors, or other parties working on behalf of the Company handling personal data must ensure that any and all of their employees who are involved in the processing of personal data are held to the same conditions as those relevant employees of the Company arising out of this Policy and the Regulation;
- i) Where any agent, contractor or other party working on behalf of the Company handling personal data fails in their obligations under this Policy that party shall indemnify and hold harmless the Company against any costs, liability, damages, loss, claims or proceedings which may arise out of that failure.

28. Data Breach Notification

- 28.1 All personal data breaches must be reported immediately to the Company's director.
- 28.2 If a personal data breach occurs and that breach is likely to result in a risk to the rights and freedoms of data subjects (e.g. financial loss, breach of confidentiality, discrimination, reputational damage, or other significant social or economic damage), the director must ensure that the Information Commissioner's Office is informed of the breach without delay, and in any event, within 72 hours after having become aware of it.
- 28.3 In the event that a personal data breach is likely to result in a high risk (that is, a higher risk than that described under Part 19.2) to the rights and freedoms of data subjects, the director must ensure that all affected data subjects are informed of the breach directly and without undue delay.
- 28.4 Data breach notifications shall include the following information:
 - a) The categories and approximate number of data subjects concerned;
 - b) The categories and approximate number of personal data records concerned;

- c) The name and contact details of the Company's director (or other contact point where more information can be obtained);
- d) The likely consequences of the breach;
- e) Details of the measures taken, or proposed to be taken, by the Company to address the breach including, where appropriate, measures to mitigate its possible adverse effects.

29. **Implementation of Policy**

29.1 This Policy shall be deemed effective as of 25 May 2018. No part of this Policy shall have retroactive effect and shall thus apply only to matters occurring on or after this date.

Maternity Policy

Purpose

The Company recognises the need to retain the skills and services of its employees and wishes to encourage them to return to work following the birth of their children. This policy describes the rights of female employees of the Company to a number of maternity benefits. The benefits include time off work for ante-natal care, maternity leave and maternity pay.

This policy does not form part of your Employment Contract and the Company may amend it at any time.

Notification

Notification by You

You should inform your immediate manager of your pregnancy as soon as possible.

In order to take advantage of the right to maternity leave and maternity pay, you must comply with certain notification requirements. In particular, no later than the end of the 15th week before your expected week of childbirth ("EWC"), or as soon as reasonably practicable afterwards, you must notify the Company of:

- f) the fact of your pregnancy
- g) the EWC; and
- h) the date on which you intend to begin your maternity leave (subject to the exceptions below). This must be no earlier than the 11th week before the EWC.

You must also, if required, produce a certificate from a registered medical practitioner or a registered midwife (usually on a MATB1 form) stating the EWC.

Notification by the Company

Within 28 days of receiving notification from you of the date on which you will start your maternity leave, the Company will write to you to inform you of the date when you are expected to return to work if you take your full entitlement to maternity leave ("Expected Return Date").

Variation of the Date of Commencement of Maternity Leave

If you have notified the Company of the date when you intend to start your maternity leave and you later want to change that date, you can do so provided you notify the Company of the variation at least:-

- i) 28 days before the date which you wish to vary; or
- j) 28 days before the new date

whichever is earlier.

If it is not reasonably practicable for you to comply with either of these time limits, you must advise the Company of the variation as soon as is reasonably practicable.

Failure to comply with the notification requirements detailed above will result in the loss of your right to maternity leave.

Ante-Natal Care

To Qualify

You are entitled to reasonable paid time off during working hours to enable you to receive ante-natal care. To qualify for such time off, you are required to produce a certificate from a registered medical practitioner, registered midwife or registered health visitor stating that you are pregnant together with an appointment card or other written confirmation of the ante-natal appointment. These requirements do not apply to the first ante-natal appointment.

Notice

You are requested to give your immediate manager as much notice as is reasonably possible of the appointment and to arrange appointments, insofar as possible, so as not to disrupt the business of the Company and its Labour Users.

Salary

You will be paid your normal salary in respect of your attendance at the ante-natal appointment.

Health and Safety

The Company has a general duty to take care of the health and safety of all employees. The Company will ensure that a risk assessment has been carried out to assess the workplace risks to women who are pregnant, have recently given birth or are breastfeeding a child.

Maternity Leave

You are entitled, irrespective of length of service, to 52 weeks' maternity leave. Entitlement to leave is subject to compliance by you with the various notification requirements described above. Maternity leave is divided into:

- a) ordinary maternity leave of 26 weeks ("OML"); and
- b) additional maternity leave of a further 26 weeks' leave beginning with the date on which OML ended ("AML").

Commencement of Maternity Leave Periods

Maternity Leave will begin on whichever is the earliest of:

- a) the date you have notified as the intended start date; or
- b) the day following the first day of absence wholly or partly because of pregnancy after the 4th week before the EWC; or
- c) the day following the date of birth.

Where an employee suffers a stillbirth after 24 weeks of pregnancy maternity leave will begin automatically.

Compulsory Maternity Leave

You are not entitled to return from maternity leave until two weeks [four weeks for factory operatives] after the birth of the child.

Right to Return

Ordinary Maternity Leave

You have the right to return to the Company in the job in which you were employed before your absence (subject to any redundancy situation).

However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not

ongoing, the Company will continue to employ you in accordance with your Employment Contract although work may not be available at that time.

Additional Maternity Leave

You have the right to return to the Company in the job in which you were employed before your absence (unless there is a redundancy situation) or if it is not reasonably practicable for the Company to permit you to return to that job, to another job which is both suitable for you and appropriate in the circumstances. The job will be on terms and conditions, including those relating to remuneration, which are no less favourable than those which would have applied had you not been absent at any time since the commencement of your maternity leave period.

However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing, the Company will continue to employ you in accordance with your Employment Contract although work may not be available at that time.

Redundancy during Maternity Leave

If it is not practicable, by reason of redundancy, for you to return to employment with the Company or if your position with the Company becomes redundant during your maternity leave you will be entitled to be offered any available alternative employment which is both suitable and appropriate with the Company or an associated Employer under a new contract. The contract should be for work to be done which is suitable and appropriate for you to do in the circumstances, and provide for place of employment and terms and conditions which are not substantially less favourable than those which would have applied to you had you returned to the position in which you were previously employed.

Statutory Maternity Pay (SMP)

You are entitled to receive SMP providing you comply with the notification requirements set out above and you:-

- a) have 26 weeks' continuous service ending with the 15th week before the EWC;
- b) have average weekly earnings in the 8 weeks up to and including the 15th week before the EWC ("the Relevant Period") at least equal to the Lower Earnings Limit for National Insurance Contributions; and
- c) are still pregnant or have given birth by the 11th week before the EWC.

SMP is payable for up to 39 weeks.

SMP is calculated at the following rates:-

- a) 6 weeks at 90% of average weekly earnings;
- b) The next 33 weeks at the SMP flat rate or 90% of average weekly earnings, whichever is less.

SMP accrues from the day on which you commence OML and thereafter at the end of each complete week of absence. SMP payments will be made via the usual monthly payroll and SMP will cease as soon as you return to work (except where you are simply "Keeping in Touch" as set out below)

In order to qualify for SMP you must give the Company 28 days' notice of the date you expect your SMP to start and provide medical evidence of pregnancy in the form of the MAT B1. This notice can be incorporated with the notices you are required to give in order to qualify for ordinary maternity leave and, if you are eligible, for additional maternity leave.

The Statutory Maternity Pay Period ("SMPP") will normally start at the beginning of OML on the notified date but may start earlier if OML is automatically triggered by childbirth at an earlier date or where the employee is absent from work for a pregnancy related reason after the beginning of the 4th week before the EWC.

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

Status of Employment Contract during OML & AML

All terms and conditions applicable to you, including benefits, **other than remuneration**, will be preserved during both OML and AML. Remuneration is salary or wages. In particular:

- a) benefits in kind (if any) shall continue; and
- b) annual leave entitlement under your contract shall continue to accrue.

Obligations of the Employee

In particular, your implied obligation to the Company of good faith and any terms and conditions of your employment relating to:

- a) notice of termination of the employment contract by you;
- b) the disclosure of confidential information;
- c) the acceptance of gifts or other benefits, or
- d) your participation in any other business.

will continue to apply during OML and AML.

Holiday entitlement

During your period of absence on OML and AML you will continue to accrue your holiday entitlement (contractual or statutory) in the usual way. Where you do not return to work following OML or AML you will be paid for your accrued holiday on application.

Keeping in Touch

You can attend work for up to 10 "keeping in touch" days during your maternity leave. These days can be used to keep you abreast of developments within the Company, to attend training or to plan and facilitate your return to work. This will not affect your maternity pay and leave entitlements. Payments for any days worked will be at your standard rate.

Keeping in touch days are optional and there is no obligation on you to undertake any work during maternity leave, nor any obligation on the Company to provide such work. You will not suffer any detriment if you turn down the opportunity to work on these days.

The Company is permitted to make reasonable contact with you from time to time during your maternity leave. The Company may choose to contact you in order to plan for your return to work or to let you know about workplace developments.

Returning to Work

Expected Return Date

As detailed under the Notification section above, the Company shall inform you by letter of your Expected Return Date. the Company expects you to return on this date unless you inform



the Company otherwise. It is helpful to the Company if you confirm during your maternity leave that you will be returning to work as expected.

Returning Early

If you wish to return to work earlier than the Expected Return Date, you must give the Company 8 week's prior notice of the revised return date.

If insufficient notice is given, the Company may postpone your return by 8 weeks or to the end of the relevant maternity leave period, whichever is earlier.

Termination/Resignation

If you decide not to return to work following your maternity leave, you should give the Company the required notice under your Employment Contract. If you decide you do not wish to return at the end of maternity leave you will continue to be entitled to SMP (if eligible) and maternity leave even though you are not coming back.

Detrimental Treatment

You have the right not to be subjected to detrimental treatment on the grounds of pregnancy, childbirth or maternity. If you believe you are the victim of such treatment you should bring it to the attention of the HR Manager as soon as possible.

Adoption Policy

Purpose

This policy describes the rights of employees of the Company to a number of adoption benefits. The benefits include adoption leave and adoption pay. Adoption leave and pay are not available in circumstances where a child is not newly matched for adoption, for example, when a step-parent is adopting a partner's child.

This policy does not form part of your Employment Contract and the Company may amend it at any time.

Entitlement

Adoption leave is only available if you are adopting a child through a UK or overseas adoption agency. It is not available if there is no adoption agency involved or if you are formally adopting a step-child or relative.

You are entitled to adoption leave if you:

- e) have been given written notice by an adoption agency that you have been matched with a child for adoption and you have been given a date on which the adoption agency expects that it will place a child in your care with a view to adoption (Expected Placement Date "EPD"); and
- f) have notified the adoption agency that you agree that the child should be placed with you on the EPD; and
- g) have been continuously employed by the Company for a period of not less than 26 weeks ending with the week in which you were notified of having been matched with the child (the Qualifying Week); and
- h) your spouse or partner will not be taking adoption leave with their employer.

Notification

In order to be entitled to adoption leave you must give the Company written notice of:-

- a) the EPD; and
- b) the date on which you have chosen that your period of leave will begin.

This notice must be given to the Company no later than 7 days after the date on which you were notified that you had been matched with the child for adoption. If it is not reasonably practicable for you to comply with that time limit, you must give such notice to the Company as soon as is reasonably practicable.

Evidential Requirements

In order to be entitled to adoption leave you must, at least 28 days before your intended start date, provide the Company with:-

- A Matching Certificate from the adoption agency confirming:-
 - a) the name and address of the adoption agency that matched the child with you;
 - b) the name and date of birth of the child;

- c) the date on which you were notified that you had been matched with the child; and
 - d) the EPD.
- Written confirmation that you intend to take statutory adoption pay and not statutory paternity pay.

Adoption Leave

Period of Leave

The period of ordinary adoption leave ("OAL") is 26 weeks. The period of additional adoption leave ("AAL") is a further period of up to 26 weeks immediately following OAL. Entitlement to leave is subject to compliance by you with the various conditions, notification requirements and evidential requirements set out above.

Only one period of leave will be available irrespective of whether more than one child is placed for adoption as part of the same arrangement.

Commencement of Adoption Leave

You can choose when you wish to start your OAL period. You can choose to begin OAL on:-

- a) A predetermined date which is no more than 14 days before the date on which the child is expected to be placed with you for adoption; or
- b) The date on which the child is placed with you for adoption, but no later.

Notification by the Company

Within 28 days of receiving notification from you of the date on which you will start your adoption leave, the Company will write to you to inform you of the date the Company will expect you to return to work if you take your full entitlement to adoption leave ("Expected Return Date"). If you vary the date when your adoption leave will start, the Company will notify you of your Expected Return Date within 28 days after the commencement of adoption leave.

Variation of the Date of Commencement of Adoption Leave

If you have notified the Company of the date when you intend to start your adoption leave and you later want to change that date, you can do so provided you notify the Company of the variation at least:-

- a) 28 days before the date on which the child is to be placed for adoption; or
- b) 28 days before the predetermined date previously specified by you as the date when your leave will commence.

Preservation of Terms and Conditions on Return

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

However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing, the Company will continue to employ you in accordance with your Employment Contract although work may not be available at this time.

Statutory Adoption Pay (“SAP”)

SAP is payable for up to 39 weeks. SAP will cease if you return to work or if the placement is disrupted (see below).

You are entitled to SAP if:

- i) you have been continuously employed for at least 26 weeks at the end of your Qualifying Week and are still employed with the Company during that week;
- j) your average weekly earnings during the 8 weeks ending with the Qualifying Week are at least equal to the Lower Earnings Limit for National Insurance Contributions (the Relevant Period); and
- k) you have provided the Company with all relevant notifications detailed above.

SAP is paid at the same rate as the standard rate for Statutory Maternity Pay or 90% of average weekly earnings, whichever is less.

If you become eligible for a pay rise before the end of your adoption leave, you will be treated for SAP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SAP will be recalculated and increased retrospectively, or that you may qualify for SAP if you did not previously qualify. You shall be paid any difference by means of a lump sum.

Status of Employment Contract during OAL AND AAL

All terms and conditions applicable to you, including benefits, other than remuneration, will be preserved during both OAL and AAL. Remuneration is salary or wages. In particular:

- a) benefits in kind shall continue; and
- b) annual leave entitlement under your contract shall continue to accrue.

Obligations of the Employee

Your implied obligation to the Company of good faith and any terms and conditions of your employment relating to:

- a) notice of termination of the employment contract by you;
- b) the disclosure of confidential information;
- c) the acceptance of gifts or other benefits, or
- d) your participation in any other business.

will continue to apply during OAL and AAL.

Holiday entitlement

During your period of absence on OAL and AAL you will continue to accrue your holiday entitlement (contractual or statutory) in the usual way. Where you do not return to work following OAL or AAL you will be paid for your accrued holiday on application.

Disrupted Adoption

Adoption leave is disrupted if it has started but:

- a) you are notified that the placement will not take place; or
- b) the child is returned to the adoption agency after placement; or
- c) the child dies after placement.

In case of disruption, your entitlement to adoption leave and pay will continue for a further 8 weeks from the end of the week in which the disruption occurred, unless your entitlement to leave and/or pay would have ended earlier.

Keeping in Touch

You can attend work for up to 10 "keeping in touch" days during your adoption leave. These days can be used to keep you abreast of developments within the Company, to attend training or to plan and facilitate your return to work. This will not affect your adoption pay and leave entitlements. Payments for any days worked will be at your standard rate.

Keeping in touch days are optional and there is no obligation on you to undertake any work during adoption leave, nor any obligation on the Company to provide such work. You will not suffer any detriment if you turn down the opportunity to work on these days.

The Company is permitted to make reasonable contact with you from time to time during your adoption leave. The Company may choose to contact you in order to plan for your return to work or to let you know about workplace developments.

Returning to Work

Expected Return Date

As detailed under the Notification section above, the Company shall inform you by letter of your Expected Return Date. The Company expects you to return on this date unless you inform the Company otherwise. It is helpful to the Company if you confirm during your adoption leave that you will be returning to work as expected.

Returning Early

If you wish to return to work earlier than the Expected Return Date, you must give the Company 8 weeks' prior notice.

If insufficient notice is given, the Company may postpone your return by 8 weeks or to the end of the relevant adoption leave period, whichever is earlier.

Termination/Resignation

If you decide not to return to work following your adoption leave, you should give the Company the required notice under your Employment Contract. If you decide you do not wish to return at the end of adoption leave you will continue to be entitled to SAP (if eligible) and adoption leave even though you are not coming back.

Paternity Leave Policy

Purpose

This policy describes the rights of employees of the Company to receive paternity leave and pay on either the birth or adoption of a child.

Paternity Leave on the Birth of a Child

The rights to paternity leave and statutory paternity pay (SPP) allow an eligible employee to take paid leave to care for your baby or to support the mother of the baby following birth.

Qualifying Conditions

In order to be entitled to paternity leave you must:-

- a) have been continuously employed by the Company for a period of 26 weeks as at the 15th week before the expected week of childbirth (the "EWC");
- b) be either:-
 - the father of the child; or
 - married to or the partner of the child's mother, but not the child's fatherhave or expect to have:-
 - if you are the child's father, responsibility for the upbringing of the child; or
 - if you are the mother's husband or partner but not the child's father, the main responsibility (apart from the mother's responsibility) for the upbringing of the child.
- c) be taking the time off for the specific purpose of caring for the child and supporting the mother

In addition, you must also comply with the notification requirements set out below.

Premature babies

If the child is born before the 15th week before the EWC and, but for the birth occurring early, you would have been continuously employed for the necessary 26 weeks, then you will be deemed to have the necessary length of service to be entitled to paternity leave.

Notification requirements

You must give the Company written notice of your intention to take paternity leave. Your notice must specify:-

- a) the EWC;
- b) the length of the period of leave that you have chosen to take; and
- c) the date on which you have chosen that your leave will begin.

You must give the Company this notice no later than the 15th week before the EWC or, if that is not reasonably practicable, as soon as is reasonably practicable.

We will ask you to sign a declaration to the effect that the purpose of your absence from work will be to care for a child or to support the child's mother and that you satisfy the above conditions of entitlement.

A form called an SC3 form should be used by you for the purpose of providing the Company with the above notice and declaration (this form can be obtained from the HR Manager).

Once the child is born you must advise us, in writing, of the date on which the child was born as soon as reasonably practicable.

Duration of Paternity Leave

You can choose to take your paternity leave as either:-

- a) one week's leave; or
- b) two consecutive weeks' leave.

Once you have made that choice and have notified it to the Company you cannot change your mind about the amount of leave you wish to take without the specific agreement of the Company. Should you wish to change the amount of leave you wish to take you should submit a written request to do so to the HR Manager as soon as possible.

Multiple Births

In the event that you are seeking paternity leave in respect of multiple births (for example, twins) you should note that the duration of the leave period set out above is the maximum amount of leave that can be taken. You are not entitled to separate paternity leave periods in respect of each child born at the same time.

Commencement of Leave

You can choose to begin your period of paternity leave on:-

- a) the date on which the child is born;
- b) a date falling such number of days after the date on which the child is born as you may specify in your notice (for example, you may specify that you wish to start your paternity leave 3 days after the birth of the child, whenever that occurs); or
- c) a predetermined date which is later than the first day of the EWC.

You must take your paternity leave within the period of 56 days after the child's date of birth. If the child is born earlier than the EWC, you must take your paternity leave within the period from the actual date of birth up to 56 days after the EWC.

Variation of start date of paternity leave

Once you have given us notice of the date on which you wish to start your paternity leave period, you may vary the start date provided:-

- a) you substitute a different predetermined date; and
- b) you give us at least 28 days' notice of the variation.

If you have chosen to begin your period of leave on a particular predetermined date and the child is not born before that date, you must vary your choice of date and you must give the Company notice of the variation as soon as is reasonably practicable. For the avoidance of doubt, you cannot begin your period of paternity leave before the child is born.

Paternity Leave on the Adoption of a Child

Upon the adoption of a child by a couple, one adopting parent may be entitled to take statutory adoption leave. If you are part of such a couple and your partner takes adoption leave, you may be entitled to take paternity leave in respect of the adoption if you meet the qualifying conditions.

Are you entitled to paternity leave (Adoption)?

There are a number of conditions which you must meet before being entitled to paternity leave on the adoption of a child. First of all, the child concerned must be newly placed for adoption. Paternity leave is not available in circumstances where a child is not newly matched for adoption, for example, when a step-parent is adopting a partner's child.

Qualifying conditions

In order to be entitled to paternity leave you must:-

- a) have been continuously employed by the Company for a period of 26 weeks ending with the week in which the child's adopter is notified of having been matched with the child;
- b) be married to or the partner of the child's adopter; and
- c) have, or expect to have, the main responsibility (apart from the adopter's responsibility) for the upbringing of the child.

For these purposes, the child's "adopter" is the parent who has elected to take statutory adoption leave.

In addition, you must also comply with the notification requirements set out below.

Notification requirements

You must give the Company written notice of your intention to take paternity leave. Your notice must specify:-

- d) the date on which the adopter was notified of having been matched with the child;
- e) the date on which the child is expected to be placed with the adopter;
- f) the length of the period of leave that you have chosen to take; and
- g) the date on which you have chosen that your leave will begin.

You must give the Company this notice no later than 7 days after the date on which the adopter is notified of having been matched with the child or, if that is not reasonably practicable, as soon as is reasonably practicable.

We will ask you to sign a declaration to the effect that the purpose of your absence from work will be to care for the child or to support the child's adopter and that you satisfy the above conditions of entitlement.

A form called an SC4 form should be used by you for the purpose of providing the Company with the above notice and declaration (this form can be obtained from the HR Manager).

Duration of Paternity Leave (Adoption)

You can choose to take your paternity leave as either:-

- h) one week's leave; or
- i) two consecutive weeks' leave.

Once you have made that choice and have notified it to the Company you cannot change your mind about the amount of leave you wish to take without the specific agreement of the Company. Should you wish to change the amount of leave you wish to take you should submit a written request to do so to the HR Manager as soon as possible.

Multiple adoptions

In the event that you are seeking paternity leave in respect of more than one child adopted at the same time you should note that the duration of the leave period set out above is the maximum amount of leave that can be taken. You are not entitled to separate paternity leave periods in respect of each child adopted at the same time.

Commencement of Leave

You can choose to begin your period of paternity leave on:-

- j) the date on which the child is placed with the adopter;
- k) a date falling such number of days after the date on which the child is placed with the adopter as you may specify in your notice (for example, you may specify that you wish to start your paternity leave 3 days after the placement of the child, whenever that occurs); or
- l) a predetermined date which is later than the date on which the child is expected to be placed with the adopter.

You must take your paternity leave within the period of 56 days after the date on which the child is placed with the adopter.

Variation of Start Date of Paternity Leave (Adoption)

Once you have given the Company notice of the date on which you wish to start your paternity leave period, you may vary the start date provided:-

- m) You substitute a different date; and
- n) You give the Company at least 28 days' notice of the variation or, if that is not reasonably practicable, as soon as is reasonably practicable.

If you have chosen to begin your period of leave on a particular predetermined date and the child is not placed with the adopter before that date, you must vary your choice of date and you must give the Company notice of the variation as soon as is reasonably practicable. For the avoidance of doubt, you cannot begin your period of paternity leave before the child is placed with the adopter.

Additional Paternity Leave

Parents of children may be able to take up to 26 weeks' Additional Paternity Leave within the first year of their child's life or the first year of adoption, provided that the mother/primary adopter has returned to work before using her full entitlement to maternity/adoption leave.

Length of Additional Paternity Leave

The earliest that Additional Paternity Leave can commence is 20 weeks after the date on which the child is born or adopted, and it must end no later than 12 months after that date. Additional Paternity Leave must be taken as a single block in complete weeks. The minimum period is two weeks and the maximum period is 26 weeks.

An employee can only get one period of Additional Paternity Leave regardless of the number of children resulting from a single pregnancy or being adopted. The employee must provide proof of the mother/primary adopter's return to work and the period for which Statutory Maternity Pay was paid.

Additional Paternity Pay

During Additional Paternity Leave the employee may receive additional statutory paternity pay in place of any unused SMP/SAP by the mother/adopter (i.e.) additional statutory paternity pay will be payable only during the period that the mother would have received statutory maternity/adoption pay or maternity allowance had she not returned to work. The remaining period of Additional Paternity Leave is unpaid.

Preservation of Terms and Conditions on Return

You have the right to return to the Company in the job in which you were employed before your absence with your seniority, pension rights and similar rights as they would have been had you not been absent.

However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing, the Company will continue to employ you in accordance with your Employment Contract but there may be no work available at that time.

Status of Contract of Employment during Paternity Leave

Whilst you are taking a period of paternity leave you are entitled to the benefit of all the terms and conditions of employment, other than remuneration, which would have applied had you not been absent from work. You are also bound by any obligations arising in terms of your contract of employment during the leave period.

Only sums payable by way of wages or salary are to be treated as remuneration.

Statutory Paternity Pay (SPP)

Entitlement to SPP

In order to qualify for SPP you must:-

- a) have been continuously employed by the Company for at least 26 weeks ending with:-
 - (i) the 15th week before the EWC; or
 - (ii) the week in which the adopter is notified of having been matched with the child;
- b) remain employed by the Company up until the date of birth or the date of placement of the adopted child;
- c) be earning an average of at least the Lower Earnings Limit for National Insurance purposes in the eight week period up to:-
 - (i) the 15th week before the EWC; or
 - (ii) the end of the week in which the adopter is notified of having been matched with the child; and
- d) provide the Company with a completed form SC3 (or form SC4 if adopting) at least 28 days before you want your SPP to start being paid. If you have already provided the Company with an SC3 or SC4 form for the purpose of taking paternity leave, you need not complete a further form for the purposes of claiming SPP. Your first form will be treated as an application by you for SPP.



How much is SPP?

SPP is paid at the same rate as the standard rate for Statutory Maternity Pay or 90% of your average weekly earnings, whichever is less, for the duration of your paternity leave period.

Multiple births or adoptions

If you are claiming SPP in respect of more than one child born or adopted at the same time you should note that you will not receive SPP in respect of each child. The rate of SPP outlined above applies irrespective of the number of children who are born or adopted at the one time.

Ante-Natal Appointments

As an expectant father or the partner of a pregnant woman, you have the right to unpaid time off work to accompany her to up to two ante-natal appointments. The total time off during working hours for each appointment should be no more than six and a half hours. The Company has the right to refuse your request if reasonable to do so.

To apply for time off to attend ante-natal appointments you must submit your request in writing to your line manager giving a minimum of 7 days' notice.

Parental Leave Policy

Purpose

This policy describes the rights of male and female employees of the Company to take parental leave.

If you have been employed by the Company for more than one year and have parental responsibility or expect to have parental responsibility for a child you are entitled to take parental leave. Parental leave should only be taken to care for the welfare of a child.

The mother and father of a child both have parental responsibility if they are:

- a) named on the child's birth certificate
- b) named on the child's adoption certificate
- c) legal parental responsibility for a child under five (under 18 if the child is disabled)

If you are separated or don't live with the child, you have the right to parental leave if you keep formal parental responsibility for the child.

Procedures

The Company may require you to produce evidence of the following:

- e) your responsibility or expected responsibility for the child in respect of whom you propose to take parental leave;
- f) the child's date of birth or, in the case of a child who is placed with you for adoption, the date on which the placement began; and
- g) in a case where your right to exercise an entitlement to parental leave depends upon whether the child is entitled to a disability living allowance, and the child's entitlement to that allowance.

Period of Parental Leave

When you satisfy the requirements above, you are entitled to 18 weeks parental leave. The leave must be taken before the child's fifth birthday except in the following cases:

- h) where the child is placed with you for adoption, leave must be taken before the expiry of 5 years from the date of adoption or the child's 18th birthday whichever is the earlier; or
- i) where the child is entitled to a disability living allowance, leave must be taken before the date of the child's 18th birthday.

Notice

General Notice

If you wish to take parental leave you must provide the Company with 21 days' written notice of the date on which the period of leave is to begin and the duration of the period of leave.

Notice of Child Birth

Where you are the father of the child in respect of whom the leave is to be taken and the period of leave is to begin on the date for which the child is born, you must provide 21 days' written notice of the expected week of child birth and the duration of the period of leave.

Notice of Adoption

Where the child in respect of whom the leave is to be taken is to be placed with you for adoption and the leave is to begin on the date of the placement, you must provide 21 days' notice of the week in which the placement is expected to occur and the duration of the period of leave. If it is not reasonably practicable to give 21 days' notice then notice must be given as soon as reasonably practicable.

Postponement of Leave

Postponement for undue disruption

The Company may postpone a period of parental leave where the Company considers that the operation of the business or its Labour Users would be unduly disrupted if you took leave during the period identified in the notice.

The Company will permit you to take a period of leave of the same duration as the period identified in the Company's notice beginning on a date determined by the Company after consulting with you, which is no later than six months after the commencement of that period.

Notice of postponement

The Company shall give you notice of the postponement in writing not more than 7 days after your notice was given to the Company stating:-

- j) the reason for postponement; and
- k) the dates on which the period of leave will begin and end.

No postponement

The Company may not postpone a period of leave where you give notice to take leave immediately after the child is born or placed with you for adoption.

Periods of Leave

Minimum Periods of Leave

Leave must be taken in blocks of 1 week or a multiple of that period except in a case where the child in respect of whom leave is taken is entitled to a disability allowance.

Maximum Periods of Leave

The maximum amount of leave that can be taken in any 1 year is 4 weeks.

Calculation of One Year Period

For the purposes of parental leave the period of 1 year commences on the date on which you first became entitled to take parental leave and in the case where your entitlement has been interrupted at the end of a period of continuous employment, on the date on which you most recently became entitled to take parental leave in respect of that child. Each successive period of 12 months will begin on the anniversary of that date.

Right to Return

Return to Work after Parental Leave

You are entitled to return to the job which you were employed in before your absence.

However, whether or not you are able to return to the same assignment will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing, the Company will continue to employ you in accordance with your Employment Contract although no work may be available at that time.

Return to Work after Parental Leave immediately following Maternity Leave

Where you take parental leave immediately after additional maternity leave you are entitled to return from leave to the job in which you were employed before your absence unless:-

- l) it would not have been reasonably practicable for you to return to that job if you had returned at the end of your additional maternity leave period; and
- m) it is not reasonably practicable for the Company to permit you to return to that job at the end of your period of parental leave.

In these circumstances you are entitled to return to another job which is both suitable for you and appropriate for you to do in the circumstances if work is available in accordance with your Contract of Employment.

Status of Employment Contract during Parental Leave

Obligations of the Company

Parental leave is unpaid. This means during any period of parental leave, you will not receive your salary and other cash payments, which would normally be paid to you, while you are at work. In addition, your entitlement to all contractual benefits will cease. The Company's implied obligation of trust and confidence to you and any terms and conditions of your employment relating to:

- n) notice of the termination of the employment contract by the Company;
- o) compensation in the event of redundancy; and
- p) disciplinary or grievance procedures;

will continue to apply during the parental leave.

Obligations of the Employee

Your implied obligation of good faith to the Company and any terms and conditions of your employment relating to:

- q) notice of the termination of the employment contract by you;
- r) the disclosure of confidential information;
- s) the acceptance of gifts or other benefits; and
- t) your participation in any other business;

will continue to apply during parental leave.

Preservation of Terms and Conditions on Return

Terms and Conditions

Your right to return is to return on terms and conditions including those relating to remuneration, which are no less favourable than those which would have applied had you not been absent from work at any time since:

- u) in the case of you returning from parental leave taken immediately after additional maternity leave, the commencement of the ordinary maternity leave period which preceded your additional maternity leave and parental leave;
- v) in the case of you returning from parental leave (other than parental leave taken immediately after additional maternity leave) the commencement of the period of parental leave.



Holiday Entitlement

You will continue to accrue statutory holiday under the Working Time Regulations 1998 during parental leave. No additional contractual holiday will accrue.

Shared Parental leave policy

Purpose

The Company recognises the fact that an employee may prefer to share a period of a mother's maternity leave entitlement in order to care for a new-born child or adopted child. This policy describes the rights of employees of the Company to take shared parental leave upon the birth or adoption of a child. This policy only applies in relation to employees whose baby is due on or after 5 April 2015 or employees who adopt a child on or after 5 April 2015.

As an employed mother you will continue to be entitled to 52 weeks of maternity leave and 39 weeks of statutory maternity pay or maternity allowance (subject to the appropriate qualifying criteria). Paid paternity leave of 2 weeks will continue to be available to fathers and a mother's or adopter's partner. However, an eligible mother can choose to end maternity leave early and, with her partner, is able to opt for shared parental leave instead of maternity leave.

Shared parental leave and shared parental pay must be taken between the baby's birth and first birthday, or within 1 year of adoption.

This policy does not form part of your Employment Contract and the Company may amend it at any time.

Qualifying periods

The following conditions must be satisfied to qualify for shared parental leave or statutory shared parental pay.

In order for an employee to qualify for shared parental leave you must:

- a) be continuously employed by the Company for no less than 26 weeks by the end of the 15th week before the due date or, in the case of adoption, the date on which the employee was notified of having been matched with a child);
- b) be in continuous employment with the Company during any period of shared parental leave;
- c) have the main responsibility for the care of the child, or expect to have the main responsibility for the care of the child;
- d) in respect of a female employee, be entitled to statutory maternity leave or pay, statutory maternity allowance or statutory adoption leave or pay; and
- e) have curtailed her statutory maternity leave, statutory adoption leave or returned to work.
- f) In the case of a male employee the mother must be entitled to either statutory maternity leave, statutory maternity allowance, statutory maternity pay or, in the case of adoption, be entitled to statutory adoption leave or statutory adoption allowance; and
- g) the mother must have curtailed her statutory maternity leave, statutory maternity allowance, statutory maternity pay or, in the case of adoption, curtailed her statutory adoption leave or statutory adoption allowance or has returned to work.

In addition to the above, your partner must satisfy the employment earnings test.

Continuity Test

This requires the employee's partner to:

- a) have been continuously employed by the same employer for at least 26 weeks at the end of the 15th week before the week in which the child is due (or at the week in which an adopter was notified of being matched with a child);
- b) be employed in the first week that shared parental leave is to be taken;
- c) have worked for 26 weeks in the 66 weeks leading up to the due date; and
- d) have earned above the maternity threshold of £30 a week in 13 of the 66 weeks.

Employment Earnings Test

To qualify for shared parental pay the parent must, as well as passing the continuity test, have earned an average salary of the lower earnings limit in place at the time or more for the 8 weeks prior to the 15th week before the expected week of childbirth

Procedures for requesting shared parental leave

Evidence

The Company may, within 14 days of you providing notice to take shared parental leave as set out below, require you to produce evidence of the following [which must be provided within 14 days]:

- w) a copy of the birth certificate of the child; or
- x) evidence in the form of one or more documents issued by the adoption agency confirming the child's placement; and
- y) the name and address of the employer of the other parent or adoptive parent.

Period of Shared Parental Leave

In general, where the above requirements are satisfied the total amount of shared parental leave available to an employee is 52 weeks.

This amount is reduced where a mother has already taken a period of statutory maternity leave (or statutory adoption leave), has received statutory maternity pay or statutory maternity allowance (or statutory adoption allowance) for a certain period before the requested leave, and payment is curtailed, or she returns to work.

Shared parental leave can be taken as a continuous block or a discontinuous block (see 'Blocks of Leave' below) where you return to work in between periods of leave.

Notice

General Notice

If you wish to take shared parental leave you must provide written notice to the Company not less than 8 weeks before the start date chosen for the first period of shared parental leave. If the child is born more than 8 weeks early, this notice period can be shorter. This notice must include:-

- a) the father or partner's name;
- b) the child's expected week and date of birth; or
- c) the date that the parent was notified of having being matched with the child and the date that the child is expected to be placed with the parent;
- d) the start and end dates of any statutory maternity leave, statutory maternity pay or statutory maternity allowance taken or to be taken by the mother; or

- e) the start and end dates of any statutory adoption leave or statutory adoption pay taken or to be taken by the mother;
- f) the total amount of shared parental leave and shared parental pay available;
- g) that they are sharing childcare responsibility with their partner;
- h) the proposed start and end dates of each period of shared parental leave both the mother and partner intend to take.

The notice must also include a declaration from the employee confirming:

- a) that the information given in the notice is accurate;
- b) that both parents satisfy the qualifying conditions outlined above;
- c) the name, address and National Insurance number of the partner;
- d) that the partner consents to the amount of shared parental leave proposed; and
- e) that the employee will inform the Company if either parent no longer qualifies for shared parental leave.

cancelling the decision to end maternity or adoption leave

The mother or adopter may be able to change the decision to end maternity or adoption leave early if both;

- the planned end date hasn't passed; and
- they haven't already returned to work.

One of the following must also apply;

- it is discovered during the 8 week period that neither partner is eligible for shared parental leave or shared parental pay;
- the employee's partner has died; or
- it is less than 6 weeks after the birth (and the mother gave notice before the birth)

Blocks of leave

A discontinuous period of leave can be taken in up to 3 separate blocks instead of taking it all in one go, even if you aren't sharing the leave with your partner. If both parents are taking shared parental leave you are able to take your leave at the same time as each other or at different times. You must give the Company at least 8 weeks' notice before a block of leave begins.

Keeping in Touch

You can attend work for up to 20 "SPLIT" (shared parental leave in touch) days during your shared parental leave without bringing that leave to an end. These days are in addition to the 10 'keeping in touch' days already available to those on maternity or adoption leave. These days can be used to keep you abreast of developments within the Company, to attend training or to plan and facilitate your return to work. Payments for any days worked will be at your standard rate.

SPLIT days are optional and there is no obligation on you to undertake any work during shared parental leave, nor any obligation on the Company to provide such work. You will not suffer any detriment if you turn down the opportunity to work on these days.

The Company is permitted to make reasonable contact with you from time to time during your shared parental leave. The Company may choose to contact you in order to plan for your return to work or to let you know about workplace developments.

Returning to work after a period of shared parental leave

Where your period of leave has been for 26 weeks or less, you have the right to return to work with the Company in the job in which you were employed before your absence (subject to any redundancy situation). Where your period of leave has been for a period in excess of 26 weeks the Company will allow you to return to the same job unless it is not reasonably practicable, in which case they will offer a suitable alternative job on the same terms and conditions as the original.

In the case of an Agency Worker, whether or not you are able to return to the same job will depend upon whether or not the original assignment is still ongoing. If the original assignment is not ongoing, the Company will continue to employ you in accordance with your Employment Contract although work may not be available at that time.

Redundancy during Shared Parental Leave

If it is not practicable, by reason of redundancy, for you to return to employment with the Company or if your position with the Company becomes redundant during the period of your shared parental leave you will be entitled to be offered any available alternative employment which is both suitable and appropriate with the Company or an associated Employer under a new contract. The contract should be for work to be done which is suitable and appropriate for you to do in the circumstances, and provide for place of employment and terms and conditions which are not substantially less favourable than those which would have applied to you had you returned to the position in which you were previously employed.

Status of Employment Contract during Shared Parental leave

All terms and conditions applicable to you, including benefits, will be preserved during any period of shared parental leave. In particular;

- a) benefits in kind (if any) shall continue; and
- b) annual leave entitlement under your contract shall continue to accrue.

You will be paid in respect of any entitlement to Shared Parental Leave during this period but will not be entitled to your standard salary or wages.

Obligations of the Employee

In particular, your implied obligation to the Company of good faith and any terms and conditions of your employment relating to:

- a) notice of termination of the employment contract by you;
- b) the disclosure of confidential information;
- c) the acceptance of gifts or other benefits, or
- d) your participation in any other business.

will continue to apply during shared parental leave.

Holiday entitlement

During your period of absence for shared parental leave you will continue to accrue your holiday entitlement (contractual or statutory) in the usual way. Where you do not return to work following shared parental leave you will be paid for your accrued holiday on application.



Detrimental Treatment and Unfair Dismissal

You have the right not to be subjected to detrimental treatment or dismissed on the grounds of shared parental leave. If you believe you are the victim of such treatment you should bring it to the attention of the HR Manager as soon as possible.

Annual Leave Policy

HOLIDAYS

Holiday Year/Entitlement

The Company's holiday year is 1st January to 31st December. Your holiday entitlement will be calculated based upon 28 days per year for a full time employee.

The maximum entitlement to annual leave is 28 days (including bank holidays) in a full working year (260 working days). If you work less than 260 days in a full working year your entitlement to annual leave will be pro-rated accordingly.

Holidays must be taken at times agreed by the Company or the Labour User where appropriate and sufficient notice of request to take holiday must be given to the Company. All holidays must be taken in the holiday year in which they accrue and cannot be carried over to the next holiday year without prior consent of the Company.

You will earn holiday pay at the rate of 12.07% of your taxable pay (which is represented as the National Minimum Wage in force at the time entitlement to holiday pay accrued). The accrued amount will be retained in a holiday fund. You will be paid for each day of holiday authorised by the Company and the Client at an hourly rate calculated on the basis of your average income over the 12 weeks preceding the holiday.

If on the termination of your employment, you have taken holidays in excess of the statutory holiday entitlement which has accrued to you at that time you will be required to repay to the Company holiday in respect of these holidays.

The Company reserves the right to require you to take any unused holiday during your notice period, or during periods when the Company is unable to provide you with an assignment.

Pro-rated Entitlement

Annual holiday entitlement for part-time employees accrues on a pro-rata basis.

Notice/Authorisation

All periods of annual leave must be authorised in advance by the Company and the Labour User.

You must request holiday dates in good time but not less than 7 days in advance, and always before booking tickets etc.

Wherever possible the Company will agree your holiday dates, but we reserve the right to refuse days which we think will cause problems for the Company or the Labour User.

Holiday taken without prior authorisation will not be paid for and will be regarded as a disciplinary matter.

Unused Holiday Entitlement

Unused holiday entitlement may not be carried forward into a new holiday year and no payment will be made in respect of the holidays not taken. It is therefore in your interests to ensure that you take your full annual leave entitlement in each holiday year.

Holidays on Termination

In the event of your leaving the Company and you have not taken your full holiday entitlement you will be paid for your accrued holiday entitlement up to the date of termination.



If on termination you have taken more annual leave than you have accrued in that holiday year, the Company reserves the right to require you to repay an amount equivalent to the number of days by which you have exceeded your entitlement. The Company reserves the right to deduct this sum from any monies whether final salary or bonus, outstanding expenses etc. If this amount is in excess of such sums, we will seek to recover this money from you.

The Company reserves the right to require that any outstanding holiday entitlement is taken during any period of notice whether given by you or the Company.

Flexible Working Policy

Purpose

The Company's flexible working policy needs to be well known and understood by all employees considering an application for flexible working. This policy includes when and how you can appropriately request flexible working, as well as what substantiates flexible working.

The right to request flexible working

Employees who have had at least 26 weeks' continuous service for the Company are eligible to request flexible working, as long as you have not made a request in the previous 12 months. The Company requests that you;

- a) Provide a carefully thought-out application in writing, detailing what effect the proposed change will have on the Company;
- b) Ensure your application is valid by checking the eligibility criteria is met;
- c) Submit the application 6 weeks in advance of when you want it to take effect;
- d) Arrive at meetings on time to discuss your application in an open and constructive manner; and
- e) Be prepared to be flexible in reaching an agreement with the Company.

This policy considers the following flexible working options, but the Company recognises that there may be alternatives which will also be considered;

- a) Job sharing
- b) Part-time working
- c) Compressed hours
- d) Career breaks
- e) Working from home

The Company's need

The Company has the responsibility to;

- a) Respond to the employee within 3 months of receiving the request;

- b) Provide the employee with appropriate support and information during the course of the application;
- c) Consider all requests
- d) Only refuse a request where there is a clear business ground for doing so;
- e) Explain to an employee in writing why their request has been declined; and
- f) Ensure any variation with the procedure is explained and agreed in advance with the employee and recorded in writing.

As your employer, the Company can refuse an application for flexible working on the following grounds (please note, this list is not exhaustive);

- a) The burden of additional costs
- b) Detrimental effect on the Company's ability to meet customer demand;
- c) Inability to reorganise work amongst other staff;
- d) Detrimental impact on the Company's quality and performance;
- e) Insufficiency of work during the periods you propose to work.

Procedure

An application for flexible working should be made in writing and should contain information on how you would like to change your working pattern, when you would like this proposed change to begin, what effect you think the proposed change will have on the Company and how, in your opinion, any effect might be dealt with by the Company.

The Company will consider your request and arrange to meet with you no later than 28 days after the request was received. At the meeting you will have an opportunity to explain the reasons for the request and what flexibility you require. You have the right to be accompanied at the meeting by a colleague or Trade Union representative if you wish.

Following the meeting, the Company will write to you within 14 days to inform you of the outcome of the request and the reason for the decision.

If your request is accepted you are agreeing to a contractual variation which will result in a permanent variation to your Contract of Employment. You will not be entitled to revert back to your old work pattern (subject to any review arrangements agreed, unless explicitly agreed otherwise or as a result of a further flexible working request).

In the instance that the Company receives competing requests, you must understand that it may not be possible to agree all requests. The Company will assess each request in turn as each time a request is approved the business context will be changed.

Withdrawing an application must be confirmed in writing. The Company will treat an application as withdrawn if you miss the meeting to discuss the application for flexible working or an appeal without good reason, e.g. sickness.

Trial periods

In some circumstances the Company, or employee, may have reservations about the potential success of a new arrangement. In these circumstances a trial period may be agreed of up to 3 months to assess the impact of the arrangement. Towards the end of the trial period there will be a review of the arrangement and a meeting to discuss whether;

- a) The arrangement is likely to continue at the end of the trial;
- b) There needs to be some adjustment to allow the arrangement to continue; and
- c) The arrangement is likely to cease and you return back to your original hours/patterns of work at the end of the trial period.

Appeal procedure

As an employee, if your request is refused, you are entitled to make a written appeal within 14 days of the date of the Company's decision. An appeal hearing will be arranged and heard by a senior member of staff, not previously involved in the procedure. You will have the right to be accompanied by a colleague or Trade Union representative who may confer with yourself during the meeting, but not answer questions on your behalf. The Manager who made the initial decision will also attend the meeting.

Within two weeks of the hearing, the company will write to you to inform you of the outcome of the appeal. You will be consulted on the implication and implementation of any agreements decided during the appeal process.

You may only submit one request per year; therefore if your request is rejected, or your request is accepted but you wish to alter the current arrangements, you must wait one full year to do so.

Whistleblowing Policy

Purpose

As an employee of the Company, you may be first to realise that there may be something seriously wrong within the Company. The purpose of this policy is to encourage employees to express their concerns and not think that speaking up would be disloyal to their colleagues or the Company. The Company wants to ensure that employees do not fear harassment or victimisation and think it may be easier to ignore the concern rather than report it. This policy is intended to encourage and enable staff of the Company to raise serious concerns with the Company rather than overlooking a problem or discussing it externally.

Scope

This policy enables you to raise concerns and reassures you that you will receive feedback on any action taken. You will be protected from victimisation for whistleblowing in good faith.

Concerns to be reported under this policy may relate to something that;

- a) Is unlawful;
- b) Is against the Company's other policies; or
- c) Amounts to misconduct.

Safeguards

Harassment or Victimisation

The Company recognises that the decision to report a concern can be a difficult one to make, not least because of the fear of reprisal from those responsible for the malpractice. The Company would not tolerate harassment or victimisation and will take action to protect you when you have raised a concern in good faith.

If at any time, either during or after the investigation, you feel that you have suffered any detriment as a result of your whistleblowing you should contact your Manager.



Confidentiality

The Company treats the details of all whistleblowers in confidence and will do its best not to divulge your identity. However, you must appreciate that the investigation process may reveal the source of the information without revealing your identity directly, and you may be required to create a statement as part of the evidence.

Anonymous Allegations

Allegations may be made anonymously. However, in certain situations anonymity may make it harder for justice to be achieved. This policy encourages you to put your name to your allegation, as concerns expressed anonymously are often much harder to investigate. For example, the Company may need to contact you to obtain further information or verify the details you have already given to us.

Untrue Allegations

If you make an allegation in good faith, but it is not confirmed by the investigation, no action will be taken against you. However, if you make malicious allegations or allegations were made for personal gain, appropriate disciplinary action may be taken against you.

Procedure

The earlier you express the concern, the easier it is to take action. Firstly, you should raise concerns with your immediate Manager. However, who you go to depends on the seriousness of the issues involved and who is thought to be involved with the malpractice. Concerns are best raised in writing. The sort of information required to investigate an allegation are details of the background and history of the case, names, dates, places and the reason you are particularly concerned. Although you are not expected to prove an allegation, you will need to demonstrate that there are sufficient grounds for your concern.

The Company will decide if an investigation is appropriate after initial enquiries. Within 14 working days of a concern being received, the Company will write to you;

- a) Acknowledging the concern has been received;
- b) Indicating how it proposes to deal with the matter;
- c) Telling you whether any initial enquiries have been made; and