



# HR Policies Handbook

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# Issues And Updates

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Pages	Issue Number	Date
1 - 41	1	February 2022
1 - 47	1	November 2024



# Clocking In and Out Using Blip

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**PLEASE NOTE THAT THIS IS ONLY RELEVANT TO LONG-TERM EMPLOYEES.**

## **A) USE OF BLIP**

The Company requires ALL employees to follow specific requirements when clocking in and out of the workplace. This procedure must be followed at all times as it allows us to effectively monitor employees' working time and is a vital part of ensuring the health and safety of the workforce.

Blip is an app based clocking in system which all employees are expected to use. Blip allows the Company to more accurately track working time without the need for clocking in cards and machines. The Company is able to see the time, date and duration that each employee spends in the workplace. The system also offers greater security and provides further health and safety protection in the unlikely event of an evacuation.

## **B) DOWNLOADING BLIP**

The Company requires employees to download this app to their personal mobile phone, or work phone should they be provided with one. The Blip app is free to download from the Apple app store or the Google play store and is compatible with both Apple and Android devices.

Employees are able to sign in to their Blip account using their BrightHR email address and password. In the event that employees forget their password they are expected to request a new password using the BrightHR password reset function.

## **C) CLOCKING IN AND OUT PROCEDURE**

The Company requires employees to clock in and out of the workplace at the beginning and end of their working day using the Blip app. Employees are also required to clock in and out using Blip if they leave the premises during the working day, for example, for their lunch break or to attend a pre-arranged appointment.

The process for clocking in and out requires employees to open the app and scan a designated QR code which is clearly marked and located in several places around the workplace.

To effectively scan the code employees must hold the phone's camera up towards the QR code, before tapping the radar icon which will register the action and complete the process.

Employees will be able to see their own clocking in and out times on the app.

## **D) GEOLOCATION**

The Company will set up a virtual boundary in the Blip app around our employees' workplace (known as a geofence). When employees open their Blip app, the app will check to see if the employee is within this geofence. Once employees have entered this geofence, they will be able to tap the 'Clock in' button to log their shift start time and enter any notes they would like their manager to see. At the end of their shift employees can tap the 'Clock out' button while they are still in the geofence to record their shift end time.

## **E) MISUSE AND MISCONDUCT**

The Company expects all employees to abide by this clocking in procedure and those who fail to do so will be subject to disciplinary action under the Company's disciplinary policy.

Should employees feel they have a justifiable reason for not using the Blip system then this should be expressed to your manager. Any reasons will be assessed objectively, and a determination will be made on the validity of the reason.

However, employees should be aware, when you do not use the clocking in system, it is more difficult for management to effectively track and record any overtime and additional hours worked. Employees who



have not used the sign in/out function may not receive payment for overtime on this basis and will be required to submit manual timesheets and overtime requests for the correct payment of overtime each month. If you are not following the clock in/out procedure you may not be able to work additional hours.

Employees found to be misusing the Blip system will also be subject to the Company's disciplinary procedure. This includes but is not limited to those who use the system to clock in for another employee who is not present.



# Employee Assistance Programme

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We recognise that sometimes you may face certain challenges in your work and home life that are difficult to deal with. We subscribe to a confidential and professional life management service which provides you with a qualified counsellor who can offer personal support for any practical or emotional challenges you may be facing. The service is initially provided via telephone and online advice but face to face meetings will be arranged where this is felt clinically appropriate. This service is totally confidential. More details of this service are available from your Line Manager.



# Safeguards and Standards

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## **BLIP**

We use an online app called 'Blip' to record your working hours. You will be asked to register a mobile device on the 'Blip' app. The Company will set up a virtual boundary in the Blip app around our employees' workplace (known as a geofence). When employees open their Blip app, the app will check to see if the employee is within this geofence. Once employees have entered this geofence, they will be able to tap the 'Clock in' button to log their shift start time and enter any notes they would like their manager to see. At the end of their shift employees can tap the 'Clock out' button while they are still in the geofence to record their shift end time. In the event that you forget or are unable to do this for any reason, you must report this to your Line Manager immediately. The information collated using this system is used as a roll call in the event of an evacuation, to ensure employees are paid accurately and for monitoring purposes. It is therefore imperative that the information is accurate. You should be aware that falsifying records is considered a gross misconduct offence in accordance with our disciplinary procedures. Failure to adhere to this procedure may result in summary dismissal and/or incorrect or delayed pay.

## **PERFORMANCE AND REVIEW**

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you overcome any possible weaknesses.

## **STAFF APPRAISAL SCHEME**

We have a staff appraisal scheme in place for the purpose of monitoring staff performance levels with a view to maximising the effectiveness of individuals, details of which are available separately.

## **CONDITIONS OF EMPLOYMENT**

Your employment and continued employment by the Company is subject to the following preconditions:

- you being eligible to work in the UK;
- you not having committed any criminal offences which are not spent for the purposes of the Rehabilitation of Offenders Act 1974;
- the Company being satisfied that you have completed the DBS check successfully (or such equivalent checks that apply in Scotland, Northern Ireland and outside of the UK) as well as any other checks that the Company may wish to undertake to assess your suitability for your role in line with its safeguarding policy and practices;
- you satisfying the Company that you have the relevant qualifications required for your role;
- the Company receiving references that it finds satisfactory; and
- any other preconditions set out in the Key Terms and Job Specification applicable to your role.
- In the event that you have already commenced your employment before all of these conditions have been satisfied and the Company subsequently discovers that one (or more) of these preconditions of employment cannot be satisfied, the Company reserves the right to terminate your employment without notice or payment in lieu of notice on the basis that an essential condition of your employment has not been satisfied.

## **DISCLOSURE AND BARRING CERTIFICATE(S)**

Your initial employment is conditional upon the provision of a satisfactory Disclosure and Barring Certificate of a level appropriate to your post. You may be required to undertake subsequent criminal record checks from time to time during your employment as deemed appropriate by the Company. In the event that such certificate(s) are not supplied your employment with us will be terminated.

Data collected about criminal convictions will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.



## **CONVICTIONS AND OFFENCES**

During your employment, you are required to immediately report to the Company any convictions or offences with which you are charged, including traffic offences. Data collected about criminal convictions will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

## **COMPANY PROPERTY AND COPYRIGHT**

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

## **STATEMENTS TO THE MEDIA**

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by a Director

## **CONFIDENTIALITY**

All information that:-

- is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence.
- relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort; and
- has not been made public by, or with our authority

shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.

You are to exercise reasonable care to keep safe all documentary or other material containing confidential information and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.

You must make yourself aware of our policies on data protection in relation to personal data and ensure compliance with them at all times.

## **DATA PROTECTION**

The General Data Protection Regulation (GDPR) and the current Data Protection Acts regulate our use of your personal data. As an employer it is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.

We will process data in line with our privacy notices in relation to both job applicants and employees.

You have several rights in relation to your data. More information about these rights is available in our “Policy on your rights in relation to your data”. We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such.

We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.

You are required to comply with all Company policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.



## **INVENTIONS/DISCOVERIES**

An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become our property if it was made:

- in the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties.
- outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these; and
- during the course of any of your duties, and at the time you had a special obligation to further our interests arising from the nature of those duties, and your particular responsibilities.

## **USE OF COMPUTER EQUIPMENT**

In order to control the use of the Company's computer equipment and reduce the risk of contamination the following will apply:

- the introduction of new software must first of all be checked and authorised by your Line Manager before general use will be permitted.
- only authorised staff should have access to the Company's computer equipment.
- only authorised software may be used on any of the Company's computer equipment;
- only software that is used for business applications may be used;
- no software may be brought onto or taken from the Company's premises without prior authorisation;
- unauthorised access to the computer facility will result in disciplinary action; and
- unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

## **VIRUS PROTECTION PROCEDURES**

In order to prevent the introduction of virus contamination into the software system the following must be observed:

- unauthorised software including public domain software, USBs, external hard drives, CDs or internet downloads must not be used; and
- all software must be virus checked using standard testing procedures before being used.

## **E-MAIL AND INTERNET POLICY**

### **Introduction**

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of internet and e-mail within the Company. The internet and e-mail system have established themselves as an important communications facility within the Company and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout.

### **Internet**

Where appropriate, duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Company name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence. The intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.





## **Procedures – Acceptable/Unacceptable Use**

Unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal.

The internet system is available for legitimate business use and matters concerned directly with the job being done. Employees using the internet system should give particular attention to the following points:

- i. comply with all of our internet standards;
- ii. access during working hours should be for business use only; and
- iii. private use of the internet should be used outside of your normal working hours.

The Company will not tolerate the use of the Internet system for unofficial or inappropriate purposes, including:

- i. accessing websites which put our internet at risk of (including but not limited to) viruses, compromising our copyright or intellectual property rights;
- ii. non-compliance of our social networking policy;
- iii. connecting, posting or downloading any information unrelated to their employment and in particular pornographic or other offensive material; and
- iv. engaging in computer hacking and other related activities, or attempting to disable or compromise security of information contained on the Company's computers.

You are reminded that such activities (iii. and iv.) may constitute a criminal offence.

## **E-mail**

The use of the e-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the Company's position on the correct use of the e-mail system.

## **Procedures - Authorised Use**

Unauthorised or inappropriate use of the e-mail system may result in disciplinary action which could include summary dismissal.

The e-mail system is available for communication and matters directly concerned with the legitimate business of the Company. Employees using the e-mail system should give particular attention to the following points:

Comply with all Company communication standards;

E-mail messages and copies should only be sent to those for whom they are particularly relevant;

- i. e-mail should not be used as a substitute for face-to-face communication or telephone contact. Abusive e-mails must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
- ii. if e-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The Company will be liable for infringing copyright or any defamatory information that is circulated either within the Company or to external users of the system; and
- iii. offers or contracts transmitted by e-mail are as legally binding on the Company as those sent on paper.

The Company will not tolerate the use of the e-mail system for unofficial or inappropriate purposes, including:



- i. any messages that could constitute bullying, harassment or other detriment;
- ii. personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
- iii. on-line gambling;
- iv. accessing or transmitting pornography;
- v. transmitting copyright information and/or any software available to the user; or
- vi. posting confidential information about other employees, the Company or its clients or suppliers.

## **Monitoring**

We reserve the right to monitor all e-mail/internet activity by you for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements. This includes monitoring of any additional accounts you may be requested to set up for the purposes of performing your work tasks, which are subject to the same rules as your work email account. Information acquired through such monitoring may be used as evidence in disciplinary proceedings. Monitoring your usage will mean processing your personal data. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

## **USE OF SOCIAL NETWORKING SITES**

Social media can be a very powerful tool and as a Company, we want to embrace its use. We use social media to make our clients aware of promotions and other relevant information and to ensure we maintain a professional relationship with our clients. You should not add or accept “friend requests” from our clients on your private social media accounts.

Therefore, any work-related issue or material that could identify an individual who is a client or a work colleague, which could adversely affect the Company, a client or a work colleague or our relationship with any such person or organisation must not be placed on your private social network accounts. This means that work related matters must not be placed on any such site at any time either during or outside of working hours and includes access via any computer equipment or mobile device.

Any work content or material, or contacts or connections list, created by the Employee during the course of their employment, on any of their authorised social networking sites (ownership of which vests in the Company) shall remain, at all times, the property of the Company. Accordingly, upon termination of your employment, you shall hand over to the Company, the access rights to your accounts, together with any work content or material, and any contacts or connections list.

## **STANDARDS OF DRESS**

As you are liable to come into contact with members of the public, it is important that you present a professional image with regard to appearance and standards of dress. Appropriate footwear must be worn at all times. Where uniforms are not provided, you should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times.

Where uniforms are provided, these must be worn at all times whilst at work and laundered on a regular basis. Upon termination of your employment you will be required to return any uniform which has been provided to you. Failure to return such items will result in the Company making a deduction for the cost of the uniform from your wages/salary. This is an express written term of your employment.

## **HOUSEKEEPING**

Both from the point of view of safety and of appearance, work areas must be kept clean and tidy at all times.

## **HYGIENE**

Any exposed cut or burn must be covered with a first-aid dressing.

If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.



Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

### **NO SMOKING POLICY**

You may only smoke during authorised breaks.  
This includes the use of e-cigarettes.

### **ALCOHOL AND DRUGS**

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees.

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

### **FITNESS TO WORK**

If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others, and send you away for the remainder of the day with or without pay and, dependent on the circumstances, you may be liable to disciplinary action.

### **KEYHOLDING/ALARM SETTING**

If you are an allocated key holder, you must ensure that all procedures and guidelines are followed when securing the building prior to leaving. The keys and any security measure such as alarm codes must be kept safe at all times. You must not give the keys or alarm code to any third party unless authorisation is obtained from your Line Manager. Any loss or damage caused as a result of your failure to follow procedures or your negligence in ensuring the safekeeping of the keys and alarm code will result in disciplinary action which could lead to your summary dismissal. We also reserve the right to deduct the cost of any loss, repair or replacement from any monies owing to you.

Any breaches or security issues including the loss or theft of keys must be reported immediately to your Line Manager.

To satisfy the requirements of our insurers and to protect us from fire and theft, you must secure all properties and premises when unattended. The last person to leave the premises must ensure lights and appropriate electrical equipment are switched off, windows and doors are secure and alarms are set accordingly.

### **CLOSED CIRCUIT TELEVISION**

Closed circuit television cameras are used on our premises for security purposes. We reserve the right to use any evidence obtained in this manner in any disciplinary issue. We will ensure all personal data obtained in this way is processed in line with the current Data Protection Act. You may refer to the employee privacy notice for more information on the data we hold, the reasons we hold it and the lawful basis which applies.

### **STAFF ROOM**

We provide a staff room for your use, which must be kept clean and tidy at all times. It may only be used during authorised breaks.

### **PERSONAL RELATIONSHIPS**

We recognise that, from time to time, close personal relationships may develop between members of staff and between staff and customers. In order to ensure that potential conflicts of interest are avoided, members of staff who are in that position are strongly recommended to advise your Line Manager.



Any such information will be treated in the strictest confidence. We fully acknowledge the right of employees to privacy in their personal affairs. However, experience has shown that the effect of such relationships can cause a blurring of judgement whereby conflicts of interest arise and which can cause us to lose confidence in the person's integrity and reliability.

## **RIGHTS OF SEARCH**

We have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business.

Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search.

This will also apply at the time that any further questioning takes place.

You may be asked to remove the contents of your pockets, bags, vehicles, etc.

Whilst you have the right to refuse to be searched, such refusal will constitute a breach of contract, which may result in disciplinary action being taken against you.

We reserve the right to call in the police at any stage.

## **HEALTH AND SAFETY**

You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.

You must not take any action that could threaten the health or safety of yourself, other employees, clients or members of the public.

You should report all accidents and injuries at work, no matter how minor, to your Line Manager.

You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.



# General Terms and Procedures

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## **CHANGES IN PERSONAL DETAILS**

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

## **OTHER EMPLOYMENT**

You are expected to devote the whole of your time and attention during working hours to our business. If you propose taking up employment with an employer or pursuing separate business interests or any similar venture, you must discuss the proposal with your Line Manager in order to establish the likely impact of these activities on both yourself and the Company. You will be asked to give full details of the proposal and consideration will be given to:

- Working hours;
- Competition, reputation and credibility;
- Conflict of Interest; and
- Health, safety and welfare.

You will be notified in writing of the Company's decision. The Company may refuse to consent to your request. If you work without consent this could result in the termination of your employment. \*If you are unhappy with the decision you may appeal using the Grievance Procedure.

**\*NB: This does not apply to those on a zero hour contract who should refer to the following:**

If you already have any other employment or are considering any additional employment you must notify us so that we can discuss any implications arising from the current working time legislation.

## **TIME OFF**

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of your Line Manager and will normally be with pay.

## **MATERNITY/PATERNITY/ADOPTION LEAVE AND PAY**

You may be entitled to maternity/paternity/adoption leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant or are notified of a match date for adoption purposes you should notify your Line Manager at an early stage so that your entitlements and obligations can be explained to you.

## **PARENTAL/SHARED PARENTAL LEAVE**

If you are entitled to take parental leave or shared parental leave in respect of the current statutory provisions, you should discuss your needs with your Line Manager who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of the business.

## **FLEXIBLE WORKING**

You have the right to request flexible working in accordance with the current statutory provisions. Further information on the application process can be obtained from your Manager.

## **TIME OFF FOR DEPENDANTS**

You may be entitled to take a reasonable amount of unpaid time off during working hours to take action that is necessary to provide help to your dependants. Should this be necessary you should discuss your situation with your Line Manager who, if appropriate, will agree the necessary time off.



## **PARENTAL BEREAVEMENT LEAVE**

In the unfortunate event that you experience the loss of a child, you may be entitled to parental bereavement leave and pay in accordance with the current statutory provisions. You should discuss your circumstances with your Manager and agree time off.

You are reminded that you have access to the Employee Assistance Programme, a confidential telephone counselling service offered by the Company where you can talk to a trained counsellor about your circumstances. You can access this by accessing online resources or calling the number provided, further details are available from your Manager.

## **BEREAVEMENT LEAVE**

Reactions to bereavement may vary greatly according to individual circumstances and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with your Line Manager and agree appropriate time off

## **EMPLOYEES' PROPERTY AND LOST PROPERTY**

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight. Articles of lost property should be handed to your Line Manager who will retain them whilst attempts are made to discover the owner.

## **FRIENDS AND RELATIVES CONTACT / TELEPHONE CALLS / MOBILE PHONES**

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing personal calls can only be made with the prior permission of your Line Manager. Personal mobile phones should be switched to silent during working hours. Reasonable use is permitted but must not interfere with your working duties.

## **COMPANY TOOLS/EQUIPMENT**

The Company provides the tools and/or equipment necessary to carry out your duties. You should keep these in good repair and take all reasonable steps to ensure that they are secure at all times. You must report any lost, damaged or mislaid tools and/or equipment to your Line Manager. You must return all Company tools and/or equipment upon termination of employment by either party. Failure to return any tools and/or equipment, or any loss or damage suffered as a result of your negligence, will result in a deduction to cover the cost of the tools and/or equipment being made from monies due to you.

## **BEHAVIOUR AT WORK**

You should behave with civility towards fellow employees, and no rudeness will be permitted towards clients or members of the public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action.

You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.

Any involvement in activities which could be construed as being in competition with us is not allowed.

## **BEHAVIOUR OUTSIDE WORK**

Because the business demands employees of the highest integrity we have the right to expect you to maintain these standards outside of working hours.

Activities that result in adverse publicity to ourselves, or which cause us to lose faith in your integrity, may give us grounds for your dismissal.

## **CONDUCT OUTSIDE OF WORK**



The Company recognises the importance of work-life balance and while we do not intend to restrict your activities outside of working hours it is important to remember that activities whether during or outside of working hours which result in adverse publicity to the Company, or which cause us to lose faith in your integrity, may give us grounds for your dismissal.

When attending any work-related social function an appropriate standard of conduct is expected from all employees. This includes but is not limited to any Christmas lunch, nights out, dinners or other social events with suppliers, clients, etc.

Work-related social functions can be a great opportunity to celebrate and get to know your colleagues better. However, it is important to remember that our Personal Harassment Policy and Procedure, Disciplinary and Grievance Procedures and Equality, Inclusion and Diversity Policy apply fully at these events. These procedures are detailed separately in this Employee Handbook and you should ensure that you familiarise yourself with them and are mindful of your obligations to adhere to each of them.

The use of drugs and/or excessive consumption of alcohol is prohibited at all times at work-related functions. For the purposes of this policy, the term 'drugs' is used to describe both illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.

You must respect all property and premises when attending any social function and you may be liable for the cost of any repair or replacement as a result of your actions. We reserve the right to make an appropriate deduction from your pay should it be found that any damage at a venue was a result of your actions. Disciplinary action may also be taken against you.

#### **COMPANY FUEL/CREDIT CARDS**

If you have been provided with a Company fuel/credit card, you are responsible for its security and safekeeping. In the event that it is lost or stolen, it is imperative that you report this to your Line Manager. The card is to be used exclusively for business purposes only and receipts should be obtained for every transaction. Usage will be regularly monitored therefore it is in your interest to keep a personal record of transactions in order that you are able to explain them if necessary.

Personal use of a Company fuel/credit card is not permitted under any circumstances. Misuse of the card and/or failure to comply with Company procedures will result in disciplinary action, which may result in your dismissal. You will be required to reimburse us the cost of any unauthorised expenditure. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

#### **EXPENSES**

Any company expenses should be authorised in writing by head office prior to making arrangements.

#### **THIRD PARTY INVOLVEMENT**

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, this is not an exhaustive list. Where we are required to share special category data to any third parties as part of that hearing, we ensure that a relevant condition of processing is met and we do not rely upon your consent for the processing.

#### **RECORDING OF FORMAL MEETINGS**

We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request. All personal data collected for this purpose will be processed in line with the current Data Protection Act.





# Capability Procedures

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## INTRODUCTION

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

This procedure should be read in conjunction with the sections entitled Examinations and Assessments contained within this document.

## JOB CHANGES/GENERAL CAPABILITY ISSUES

If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.

If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.

If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.

If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

## PERSONAL CIRCUMSTANCES/HEALTH ISSUES

Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

## SHORT SERVICE STAFF

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.





# Disciplinary Procedures

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## INTRODUCTION AND PRINCIPLES

The aim of our disciplinary rules and procedures is to encourage improvement in individual conduct or performance. We reserve the right to amend these rules and procedures where appropriate.

The procedure is designed to establish the facts quickly and to deal consistently with disciplinary issues. No disciplinary action will be taken until the matter has been fully investigated. On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind.

Employees will be informed in writing of what is alleged and will be given the opportunity to state their case at a disciplinary hearing. Other than for an "off the record" informal reprimand, employees have the statutory right to be accompanied at all stages of the formal disciplinary process by a fellow employee, including appeals.

## DISCIPLINARY RULES

In addition to the specific examples of rules shown below, a breach of other specific conditions, procedures etc. that are contained within this statement or that have otherwise been made known to you, will also result in this disciplinary procedure being used.

## RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

(These are examples only and not an exhaustive list.)

You will be liable to disciplinary action if you are found to have acted in any of the following ways:

- failure to abide by our general health and safety rules and procedures;
- smoking in designated non smoking areas;
- consumption of alcohol on the premises;
- persistent absenteeism and/or lateness;
- unsatisfactory standards or output of work;
- rudeness towards clients, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- unauthorised use of e-mail and internet;
- unauthorised use or negligent damage or loss of our property; and
- failure to report immediately any damage to property or premises caused by you.

## SERIOUS MISCONDUCT

Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.

## RULES COVERING GROSS MISCONDUCT

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:

- Consumption or influence of alcohol while on campus grounds;



- Failure to deliver scheduled services due to negligence, including visits to attractions, airport transfers, coach excursions, and more;
- missing an attraction due to negligence;
- theft or fraud;
- physical violence or bullying;
- deliberate damage to property;
- deliberate acts of unlawful discrimination or harassment;
- possession, or being under the influence, of drugs\* at work;  
\*For this purpose, the term 'drugs' is used to describe both illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.
- breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.
- Fighting, physical assault or dangerous horseplay.
- Deliberate refusal or wilful failure to carry out a reasonable and lawful direct instruction given by management during working hours.
- Serious insubordination.
- Theft, or misappropriation of Organisation property.
- Wilful damage or negligence involving damage to property belonging to the Organisation, other employees or the general public.
- Performing, arranging or carrying out any work or activity which could be considered to be in competition with, or which adversely affects in any way, the Organisation's interests.
- Deliberately making a false entry in the written records of the Organisation.
- Knowingly giving false information or deliberately omitting relevant information on the job application form or curriculum vitae.
- Unlawful discrimination, harassment and bullying.
- Receipt of bribes to affect the placing of business with a supplier of goods or services.
- Inaccurate or fraudulent recording of financial transactions.
- Unauthorised access to or disclosure of any confidential information from whatever source including any personal data under Data Protection legislation.
- Falsification of working hours.
- Criminal offence causing harm to the reputation of the Organisation or relations with the Organisation's employees.
- Unauthorised access to or disclosure of any part of the Organisation's computer data.
- Acts of gross negligence or misconduct involving careless or reckless driving, including the use of hand-held mobile phones whilst driving.
- Indecent or lewd behaviour of a serious nature.
- Smoking in designated non-smoking areas.
- Serious misuse of Organisation's e-mail/internet or other computer resources.
- Abandoning duty without notification.
- The act of copying computer software without authorisation.
- The use of unauthorised software on Organisation PCs.
- The unauthorised disabling of anti-virus software.
- Failure to carry out necessary virus checks.
- Use of pirate software on Organisation PCs.



**DISCIPLINARY ACTION**

Disciplinary action taken against you will be based on the following:

	1 <sup>st</sup> OCCASION	2 <sup>nd</sup> OCCASION	3 <sup>rd</sup> OCCASION	4 <sup>th</sup> OCCASION
<b>UNSATISFACTORY CONDUCT</b>	Formal verbal warning	Written warning	Final written warning	Dismissal
<b>MISCONDUCT</b>	Written warning	Final written warning	Dismissal	
<b>SERIOUS MISCONDUCT</b>	Final written warning	Dismissal		
<b>GROSS MISCONDUCT</b>	Dismissal			

We reserve the right to take account of your length of service and to vary our procedures and disciplinary action accordingly. If you have a short amount of service you may not receive any warnings before dismissal.

In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

The operation of the disciplinary procedure is based on the following authority for the various levels of disciplinary action. However, the list does not prevent a higher level of seniority progressing any action at whatever stage of the disciplinary process.

**PERSON AUTHORISED TO TAKE DISCIPLINARY ACTION IN THE CASE OF:**

	MANAGEMENT	OTHER EMPLOYEES
<b>Formal verbal warning</b>	a Director	your Line Manager
<b>Written warning</b>	a Director	your Line Manager
<b>Final written warning</b>	a Director	you Line Manager
<b>Dismissal</b>	a Director	your Line Manager

**PERIOD OF WARNINGS**

**Formal verbal warning**

A formal verbal warning will normally be disregarded for disciplinary purposes after a three month period.

**Written warning**

A written warning will normally be disregarded for disciplinary purposes after a six month period.

**Final written warning**

A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.

Demotion to a lower status at the appropriate lower rate or suspension from work without pay for up to five days may be considered as an alternative to dismissal in appropriate cases.



# Capability/Disciplinary Appeal Procedure

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You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.

If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment.

It may be necessary, because of the size of our organisation, for the appeal to be heard by the person who took the original action and it is therefore important that your appeal gives details of why the penalty imposed is either too severe, inappropriate or unfair in the circumstances.

If you are appealing on the grounds that you have not committed the offence, it may be necessary for the person conducting the appeal to have a complete re-hearing so that there can be a reappraisal of all matters before a decision is made to grant or refuse the appeal.

You may be accompanied at the appeal hearing by a fellow employee of your choice and the result of the appeal will be made known to you in writing, normally within five working days after the hearing. This is the final stage of the appeal process.



# Grievance Procedure

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It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.

Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.

## The procedure

### Stage 1

In the first instance, a grievance should be raised with your immediate manager, either orally or in writing. The manager will discuss this matter with you and carry out any investigations he or she considers necessary. The manager will normally inform you of his or her decision and the reasons for it within a week of you raising the grievance.

### Stage 2

If you are dissatisfied with the way in which the grievance has been resolved at Stage 1, you should raise the matter with the next level of management. You should do this within a week of being told of the decision under Stage 1.

The background to the grievance should be set out in writing, together with an explanation as to why you consider the decision given at Stage 1 of the procedure to be unsatisfactory. A meeting will be arranged to allow the senior manager to discuss the matter with you. The senior manager will carry out any investigations he or she considers necessary. The senior manager will inform you of his or her decision and the reasons for it within a week of you raising the grievance with him or her.

### Stage 3

If you are still dissatisfied with the way in which the grievance has been resolved at Stages 1 and 2, you should ask for the matter to be referred to the managing director.

The background to the grievance should be set out in writing, together with an explanation as to why you consider the decisions given at Stages 1 and 2 of the procedure to be unsatisfactory. You should do this within a week of being told of the decision under Stage 2.

A meeting will be arranged to allow the managing director to discuss the matter with you. The managing director will carry out any investigations he or she considers necessary.

The managing director will inform you of their decision and the reasons for it within 10 days of the grievance being raised.

The managing director's decision will be final and you will have no further right of appeal.



# Equality, Inclusion and Diversity Policy

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## STATEMENT OF POLICY

The terms equality, inclusion and diversity are at the heart of this policy. 'Equality' means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. 'Inclusion' means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. 'Diversity' means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our employees are valued and treated with dignity and respect. We want to encourage everyone in our business to reach their potential.

We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedure, we have made the decision to adopt a formal policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action up to and including dismissal.

The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.

We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.

The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.

The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.

We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

## RECRUITMENT AND SELECTION

The recruitment and selection process is crucially important to any equality, inclusion and diversity policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.

Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.

Job descriptions, where used, will be revised to ensure that they are in line with this policy. Job requirements will be reflected accurately in any personnel specifications.

We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.

We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.

All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.

All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.

Short listing and interviewing will be carried out by more than one person where possible.



Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.

We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

Selection decisions will not be influenced by any perceived prejudices of other staff.

### **TRAINING AND PROMOTION**

Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.

All promotion will be in line with this policy.

### **MONITORING**

We will maintain and review the employment records of all employees in order to monitor the progress of this policy.

Monitoring may involve:-

- a) the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;
- b) the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and
- c) recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.

The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.



# Anti-Tax Evasion Policy

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## INTRODUCTION

Tax evasion is a criminal offence. The Company prohibits any form of tax evasion. Involvement in the criminal facilitation of tax evasion exposes the Company and the person facilitating the evasion to a criminal offence. It will also damage our reputation and the confidence of our clients, suppliers and business partners.

- Indicators of tax evasion are:-
- request for payment by cash;
- overly-complex payment mechanisms;
- services/goods provided to jurisdictions that do not subscribe to Common Reporting Standards;
- transactions involving overly complex supply chains;
- transactions involving private banking facilities; and/or
- records are incomplete or missing.

Our position is simple: we conduct our business to the highest legal and ethical standards. We will not be party to tax evasion or the facilitation of tax evasion of any form. Such acts would damage our reputation and expose us, and our staff and representatives, to the risk of fines and imprisonment.

We take a zero-tolerance approach to tax evasion facilitation by our people and our third party representatives. We are committed to:

- rejecting the facilitation of tax evasion; and
- not recommending the services of others who do not have reasonable prevention procedures in place.

We require compliance in regards to this from everyone connected with our business. Integrity and transparency are of utmost importance to us.

## DEFINITIONS OF TAX EVASION

Tax evasion is the practice of using illegal methods to avoid paying tax. It frequently involves contrived, artificial transactions that serve no purpose other than to reduce tax liability.

## POLICY

It is prohibited, directly or indirectly, for any employee or person working on our behalf to take part in any activity relating to tax evasion.

If we suspect that you have taken part in such activity, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in your dismissal, or the cessation of our business arrangement with you.

If you, as an employee or person working on our behalf, suspect any activity related to tax evasion or attempted tax evasion has taken place, even if you are not personally involved, you are expected to report this to your Line Manager. You may be asked to give a written account of events.

## CONCERNS

Staff are reminded of the Company's Whistleblowing policy which is available in this Employee Handbook, or upon request.





# Anti-Bribery Policy

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## INTRODUCTION

Bribery is a criminal offence. The Company prohibits any form of bribery. We require compliance, from everyone connected with our business, with the highest ethical standards and anti-bribery laws applicable. Integrity and transparency are of utmost importance to us and we have a zero tolerance attitude towards corrupt activities of any kind, whether committed by the Company employees or by third parties acting for or on behalf of Company Name.

## DEFINITIONS OF BRIBERY AND CORRUPTION

Corruption is the misuse of office or power for private gain. Bribery is a form of corruption which means in the course of business:

- Giving or receiving money, gifts, meals, entertainment or anything else of value.
- As an inducement to a person to do something which is dishonest or illegal.

## POLICY

It is prohibited, directly or indirectly, for any employee or person working on our behalf to offer, give, request or accept any bribe i.e. gift, loan, payment, reward or advantage, either in cash or any other form of inducement, to or from any person or company in order to gain commercial, contractual or regulatory advantage for the Company, or in order to gain any personal advantage for an individual or anyone connected with the individual in a way that is unethical.

If we suspect that you have committed an act of bribery or attempted bribery, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in your dismissal, or the cessation of our business arrangement with you.

If you, as an employee or person working on our behalf, suspect that an act of bribery or attempted bribery has taken place, even if you are not personally involved, you are expected to report this to the Senior Manager. You may be asked to give a written account of events.

## GIFTS AND HOSPITALITY

We realise that the giving and receiving of gifts and hospitality as a reflection of friendship or appreciation where nothing is expected in return may occur, or even be commonplace, in our industry. This does not constitute bribery where it is proportionate and recorded properly.

No gift should be given nor hospitality offered by an employee or anyone working on our behalf to any party in connection with our business without receiving prior written approval from the Senior Manager. Similarly, no gift nor offer of hospitality should be accepted by an employee or anyone working on our behalf without receiving prior written approval from the Senior Manager.

A record will be made of every instance in which gifts or hospitality are given or received.

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



# Policy for Dealing with a Pandemic in the Workplace

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## INTRODUCTION

The Company is committed to ensuring the health and safety of its workforce and the following procedure sets out the contingency measures that the Company will bring into effect in the event of a pandemic outbreak. The following procedure aims to ensure that the Company will be able to continue its business operations to the best of its abilities in such an event while protecting, as far as is reasonably practicable, our employees.

In outlining its procedures however, the Company expects all of its employees to take reasonable care for themselves and others, to behave responsibly and sensibly, and to act at all times in line with the latest guidance from the Government.

## COMMUNICATION

During a pandemic, the Company will nominate a senior member of staff who will be responsible for communicating important messages to our workforce, including on the impact of the pandemic on our operations and the Company's response to it, and to whom all questions from the workforce should be directed.

Communication may be undertaken by group meeting, email or by letter, or by other digital means if it is no longer possible to operate from the workplace.

## BUSINESS TRAVEL

The Company recognises that there may be restrictions placed upon travel so will consider every business trip that is planned for the near future on an individual basis and identify if alternatives to making the trip can be considered, where possible. This may include postponing the trip or holding meetings digitally.

If travel is deemed necessary, we will conduct a full risk assessment into the risks associated with the trip with involvement from employees who are being asked to travel.

## EMPLOYEE TRAVEL

During a pandemic, certain countries may be identified as posing a particularly high risk to visitors. The Company accepts that some of its employees will have made plans to travel which may include pre-booked and paid for holidays. We would therefore ask that employees consider, for their health reasons, whether travelling to these countries is the best thing to do. If a decision is made to travel, we ask that employees let your Line Manager know of the countries to be visited so that their return can be managed appropriately.

If you would like to cancel any pre-booked annual leave, you should discuss this with your Line Manager however please be aware that we are under no obligation to allow you to change or cancel any previously booked holiday.

## INFECTION CONTROL MEASURES AND PERIOD OF SELF-ISOLATION

We expect all employees to follow all guidelines issued from the World Health Organisation or as advised by the UK Government or any other authority, in both daily life and whilst at work. This includes any social distancing measures. In addition, depending on the nature of the pandemic, the Government may require people to self-isolate, which means staying at home and not having contact with other people.

In this situation, the following applies:

- All employees should keep up to date on Government guidance on who should self-isolate.



- If you are required to self-isolate, you must inform your Line Manager at the earliest opportunity. Your Line Manager will keep in contact with you during this period. You must not attend work during the isolation period.
- Where feasible, we may consider whether you can work from home during this period.
- Details of any payment being made during this time will be advised to you at the start of the self-isolation and will be in accordance with Government guidance at the time.

## **BECOMING ILL**

If you become ill from the threat to health, you should take and follow medical advice on the length of your sickness absence. Prior to returning to work you should ensure you are symptom free. You must not return before you are completely recovered. Your Line Manager will keep in touch during your absence and will confirm your return date with you.

Our normal sickness absence and sick pay procedure will apply. You are required to produce a medical certificate for illnesses lasting more than seven calendar days, however, we appreciate that you may not be in a position to obtain a medical certificate in usual timescales, therefore you should provide it as soon as is reasonably practicable.

Alternative medical certificates may be accepted, where it is confirmed by the UK Government that such are acceptable as evidence.

## **ATTENDANCE AT WORK**

Unless you are sick or are in self-isolation in accordance with Government guidance and have followed our usual reporting procedures in relation to absence, or not attending work under our specific instruction, you are expected to attend work as normal. However, if there is a reason why you think you may have been exposed to a threat to your health, or you begin to feel ill whilst at work, you should let your Line Manager know.

The Company's leave and absence policies will be continuously reviewed as the status of the pandemic changes.

## **WORKING AT HOME OR ANOTHER LOCATION**

It may be necessary for us to require you to work from an alternative work location if, for example, instructions from a third party mean that entry into our current workplace is not permitted. Your flexibility in this regard will be expected, however, all instructions of this nature will be reasonable.

The Company will consider, as part of its general approach to maintaining normal business operations, whether employees are to work from home and will take into consideration Government guidance on this issue. Obviously, this may not be possible in every case due to the nature of the business and individual roles. However, where applicable, we will assess the viability of this option, taking into consideration any equipment needed, at the relevant time and, as a result, you may be required to work from home for a temporary period. Employees should not assume that they will be permitted to work from home and advance authorisation will be needed in every case.

## **TEMPORARY BUSINESS CLOSURE**

Depending on the impact of the pandemic, it may become clear that the business is temporarily unable to continue its operations as normal. In some cases, we may be advised or required to close the business by the UK Government or other authority. In this scenario, we may be forced to close all, or part, of the business temporarily until such a time as we are able to resume operations. Whilst we will do everything we can to ensure that this does not happen, including the implementation of temporary home working where the nature of the role allows, we may be in a position where we are unable to provide you with work as normal. Where this happens, we may be left with no option but to place you on lay off, short time working or designate you as a furloughed worker during which time there will either be a reduction in your hours, or you will cease to do all work for the Company. Any payments made to employees during lay off, short time working or furlough will be subject to legislation and Government guidance in place at the relevant time.



## RETURNING TO WORK

In the event that our business closes, we will closely monitor the situation in order to ascertain a time at which it may re-open, or if it has remained open but we have implemented a period of home-working, a time at which we are able to re-open the normal workplace. We will take into consideration guidance from the UK Government or other relevant authorities when making this assessment, including giving utmost priority to whether it is safe to do so and we will keep you updated on the current situation. When the decision has been made to re-open, we will endeavour to give you as much notice of this as possible. Heads of department will be responsible for contacting their team members to ensure that the time and date on which you are required to return to work has been communicated, as well as any additional health and safety measures that we require you to observe on your return. Unless otherwise directed, you will be required to return to the location at which you were working prior to the shutdown/home working period, and on the same hours of work.

On the first day back in the workplace, managers will hold meetings with their teams to welcome you back and deliver any important messages about any adjustments to working that may still be required, for example, in respect of health and safety measures, in the delivery of our service to our clients. Your Line Manager will remain the initial point of contact for any questions that you may have about the delivery of our service on your return. If you work part-time, or are not able to return on the re-open day due to sickness or other absence, your Line Manager will arrange a return to work meeting with you on your first day back.

Any equipment that you were provided with for the specific purpose of carrying out your duties at home during the shutdown/home working period, including but not limited to mobile phones and laptops, must be returned to us. You must also ensure that any company documentation or information used or printed out in your home is returned or brought into the workplace.

If you were already a home-worker prior to the shutdown/wider home-working period, your Line Manager will arrange a digital return to work discussion with you.



# Whistle-Blowers

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## INTRODUCTION

Under certain circumstances, employees are protected from suffering any detriment or termination of employment if they make disclosures about organisations for whom they work.

## QUALIFYING DISCLOSURES

Certain disclosures are prescribed by law as “qualifying disclosures”. A “qualifying disclosure” means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the Company has committed a “relevant failure” by:

- a) committing a criminal offence;
- b) failing to comply with a legal obligation;
- c) a miscarriage of justice;
- d) endangering the health and safety of an individual;
- e) environmental damage; or
- f) concealing any information relating to the above.

These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The Company will take any concerns that you may raise relating to the above matters very seriously.

The Employment Rights Act 1996 provides protection for workers who ‘blow the whistle’ where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure has to be “in the public interest”. We encourage you to use the procedure to raise any such concerns.

## THE PROCEDURE

In the first instance you should report any concerns you may have to the Director who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate official organisation or regulatory body.

If you do not report your concerns to the Director, you should take them direct to the appropriate organisation or body.

## TREATMENT BY OTHERS

Bullying, harassment or any other detrimental treatment afforded to a colleague who has made a qualifying disclosure is unacceptable. Anyone found to have acted in such a manner will be subject to disciplinary action.



# Personal Harassment Policy and Procedure

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## INTRODUCTION

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

Personal harassment takes many forms but whatever form it takes, it is unlawful under the Equality Act 2010 and will not be tolerated.

This policy will be reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness.

## SCOPE

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all those who work for us. This includes employees, workers, agency workers, volunteers and contractors in all areas of our Company, including any overseas sites.

## DEFINITIONS

### Harassment

This is unwanted conduct related to a relevant protected characteristic that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

Unwanted conduct can include:

- a) spoken words
- b) banter
- c) written words
- d) posts or contact on social media
- e) imagery
- f) graffiti
- g) physical gestures
- h) facial expressions
- i) mimicry
- j) jokes or pranks
- k) acts affecting a person's surroundings
- l) aggression, and
- m) physical behaviour towards a person or their property.



### **Sexual harassment**

This is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

- a) sexual comments or jokes
- b) displaying sexually graphic pictures, posters or photos
- c) suggestive looks, staring or leering
- d) propositions and sexual advances
- e) making promises in return for sexual favours
- f) sexual gestures
- g) intrusive questions about a person's private or sex life or a person discussing their own sex life
- h) sexual posts or contact on social media
- i) spreading sexual rumours about a person
- j) sending sexually explicit emails or text messages, and
- k) unwelcome touching, hugging, massaging or kissing.

### **Less favourable treatment for rejecting or submitting to unwanted conduct**

This occurs when:

- a) someone is subjected to unwanted conduct:
  - i) of a sexual nature
  - ii) related to sex, or
  - iii) related to gender reassignment
- b) the unwanted conduct has the purpose or effect of:
  - i) violating their dignity, or
  - ii) creating an intimidating, hostile degrading, humiliating or offensive environment for them, and
- c) they are treated less favourably because they submitted to, or rejected the unwanted conduct.

### **CIRCUMSTANCES WHICH ARE COVERED**

This policy covers behaviour which occurs in the following situations:

- a) a work situation
- b) a situation occurring outside of the normal workplace or normal working hours which is related to work, for example, a working lunch or social event with colleagues;
- c) outside of a work situation but against a colleague or other person connected to the Company, including on social media;



- d) against anyone outside of a work situation where the incident is relevant to their suitability to carry out the role.

## **COMPLAINING ABOUT PERSONAL HARASSMENT**

### **Informal complaint**

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

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

### **Formal complaint**

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of the Director or Campus Manager as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:

- a) the name of the alleged harasser;
- b) the nature of the alleged harassment;
- c) the dates and times when the alleged harassment occurred;
- d) the names of any witnesses; and
- e) any action already taken by you to stop the alleged harassment.

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

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation, which will normally be within ten working days of the meeting with you, the decision of the investigator, detailing the findings, will be sent in writing to you.

You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

## **DISCIPLINARY ACTION**

If the decision is that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.

When deciding on the level of disciplinary sanction to be applied, we will take into consideration aggravating factors such as abuse of power over a more junior colleague.





If you bring a complaint of harassment, you will not be victimised for having brought the complaint. However, if it is concluded that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

### **THIRD PARTY HARASSMENT**

Third party harassment occurs when one of our workforce is subjected to harassment by someone who is not part of our workforce but who is encountered in connection with work. This includes our clients, suppliers, members of the public. Third party harassment of our workforce will not be tolerated.

Should you be subjected to third party harassment, you are encouraged to report this as soon as possible to the Director or Campus Manager.

Should a client harass a member of our workforce, they will be warned that continued provision of our service to them will cease if they are to act in a similar way again. Should their behaviour recur, they will be informed that our service to them will cease. Any criminal acts will be reported to the police, and we will share information relating to the incident with our other branches to ensure that we maintain a consistent approach to the cessation of our services.

# Domestic Abuse Policy

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## INTRODUCTION

Domestic abuse includes, but is not limited to, controlling, coercive, threatening behaviour, violence or abuse. It can be physical, emotional and/or psychological abuse, as well as financial, and can take place in person or through digital means. The abuse is usually between adults who are, or have been, in an intimate relationship or family members. Domestic abuse is usually a pattern of behaviour although it can be a one-off event. We recognise that any member of our workforce could be subject to domestic abuse, and in some cases, the victim may not realise that the behaviour displayed towards them is abuse. Research shows that those who are experiencing domestic abuse are targeted at work.

It can occur at any time in a person's life, though may be triggered by specific events or become more extreme or frequent as a result of those events.

The purpose of this policy is to set out that the Company will treat domestic abuse seriously and how the Company aims to provide a safe and supportive workplace environment to employees who are experiencing domestic abuse.

It applies to the Company's employees (permanent and temporary), workers, agency workers and self-employed contractors.

## IMPACT OF DOMESTIC ABUSE AT WORK

The Company is aware that the challenges that domestic abuse victims face can manifest themselves in problems such as chronic absenteeism or lower productivity.

We recognise that domestic abuse does not occur only within the home and an employee can experience domestic abuse:

- through threatening visits, phone calls and emails from the perpetrator while they are at work or
- when travelling to and from work.

Colleagues can experience threatening or intimidating behaviour from the perpetrator of the abuse.

## MANAGEMENT SUPPORT

If an employee confides in a Manager that they are being subjected to domestic abuse, that Manager must treat all conversations as confidential. However, the manager should not get involved in the situation themselves by, for example, confronting someone accused of being abusive. The Manager's role is primarily to help the employee find expert help and be supportive of the employee.

The manager should encourage the employee to seek expert help. This could include reporting incidences to the police or seeking help from a specialised organisation. The manager should encourage the employee to make contact personally with such organisations instead of making contact themselves. A list of organisations can be found at the end of this policy.

Employees should be reminded of their access to the Employee Assistance Programme, a confidential telephone counselling service offered by the Company where they can talk to a trained counsellor about their circumstances. Employees can access this by accessing online resources or calling the number provided. 0800 047 4097 and online at [healthassuredeap.com](http://healthassuredeap.com)

If employees do not feel comfortable raising their circumstances with their Manager, they are also able to speak to another colleague .

Managers or chosen contact, should also be supportive of the employee and should not ask for proof of abuse.



Support could include, but is not limited to:

- regularly checking in with the employee
- permitting use of company equipment to search for online assistance or to speak to an expert who can help
- ensuring websites of organisations who can offer assistance are accessible from work equipment i.e. are not blocked under an internet usage policy
- allowing the employee time off to visit one of the advice organisations, the police or a doctor or to address concerns, such legal, financial or housing
- adjusting targets to reduce any undue pressure on the employee
- diverting phone calls if the perpetrator is attempting to call the employee at work
- ensuring there is no public access to the workplace where possible
- agreeing code words or hand signals to be used during a telephone or video call to signal that the employee is in a threatening situation, and what action needs to be taken when one is used
- a salary advance to a bank account other than that which is normally used.

### **IF A MANAGER SUSPECTS AN EMPLOYEE IS A VICTIM OF DOMESTIC ABUSE**

Managers will receive training in how to recognise the signs that an employee may be experiencing domestic abuse, including silent signals that can be used during a video conference with employees working remotely, and also ways to support the employee.

Signs could include:

- Sudden changes in behaviour or quality of work
- Changes in the way an employee dresses e.g. excessive clothing on a hot day or changes in the amount of make-up worn

If a Manager suspects that an employee is being subjected to domestic abuse, but has no evidence, then great care must be taken. The manager should give the employee an opportunity to confide but should not question the employee or put any undue pressure on the employee to discuss the situation.

Great care should be taken when the employee in question works at home because the perpetrator of the abuse may be monitoring communication or be in earshot of video or telephone calls.

If an employee is clearly distressed but will not confide in the manager then the manager should suggest that the employee contacts the Employee Assistance Programme, the HR department or some other suitable person.

On some occasions a colleague or friend of an employee might confide in a manager that an employee is being subjected to domestic abuse. It must be realised that this information might be incorrect, hence care should be taken. The manager should give the employee an opportunity to confide but should not question the employee or put any undue pressure on the employee to discuss the situation.

### **IF BOTH THE VICTIM AND THE PERPETRATOR ARE EMPLOYED BY THE COMPANY**

In cases where both the victim and perpetrator of domestic abuse work for the Company, we will take appropriate action including:

- considering utilising different work locations both within the building at which the employees work, or another of our work locations, working hours, shift patterns etc.
- minimising the potential for the perpetrator to use their position or work resources to find out details about the whereabouts of the victim.
- offering impartial support and where possible ensure both the victim and perpetrator have different supervisors who are able to provide appropriate information to each party.

### **IMPACT ON PERFORMANCE**



If an employee is underperforming it is important to make that employee aware of the concerns about performance.

The company will make reasonable efforts to consider all aspects of the employee's situation to support them through a challenging time. The manager should agree reasonable targets with the employee and provide any necessary support. If the poor performance continues and the employee does not appear to be able to improve their performance at work notwithstanding the support given, further discussions will be held with the employee.

Although the use of formal procedures e.g. disciplinary or capability is not prohibited, this should be a last resort.

## **CONFIDENTIALITY**

There are some circumstances in which confidentiality cannot be assured. These occur when there are concerns about children or vulnerable adults or where the Company needs to act to protect the safety of employees. In these circumstances the manager will discuss with the employee the reason for disclosing any information to a third party and will seek the employee's agreement where possible.

All records concerning domestic abuse will be kept strictly confidential and in line with our obligations under the Data Protection Act 2018. Improper disclosure of information i.e. breaches of confidentiality by any member of staff will be taken seriously and may be subject to disciplinary action.

## **LIST OF ORGANISATIONS THAT CAN PROVIDE ADVICE AND ASSISTANCE**

### **General**

National Domestic Abuse Helpline - 0808 2000 247 (Freephone and 24 hour) / [www.nationaldahelpline.org.uk](http://www.nationaldahelpline.org.uk)

Citizens advice bureau - [www.adviceguide.org.uk](http://www.adviceguide.org.uk)

National centre for domestic violence – 0800 970 2070 / [www.ncdv.org.uk](http://www.ncdv.org.uk)

Galop: 0800 999 5428 / [www.galop.org.uk](http://www.galop.org.uk)

### **For Women**

Women's aid - [www.womensaid.org.uk](http://www.womensaid.org.uk)

Scottish Women's aid – 0800 027 1234 / [www.scottishwomensaid.co.uk](http://www.scottishwomensaid.co.uk)

Welsh Women's aid - 0808 8010800 / [www.welshwomensaid.org](http://www.welshwomensaid.org)

Jewish Women's Aid - 0800 591203 / [www.jwa.org.uk](http://www.jwa.org.uk)

Shakti Women's Aid (Scotland) - 0131 475 2399 / [shaktiedinburgh.co.uk](http://shaktiedinburgh.co.uk)

Refuge - 0800 2000 247 / [www.refuge.org.uk](http://www.refuge.org.uk)

Southall Black Sisters - 020 8571 9595 / [www.southallblacksisters.org.uk](http://www.southallblacksisters.org.uk)

Muslim Women's Helpline - 020 8904 8193 or 020 8908 6715 / [www.mwnhelpline.co.uk](http://www.mwnhelpline.co.uk)

IKWRO: Women's rights organisation for Middle Eastern and Afghan women - 020 7920 6460 / [ikwro.org.uk](http://ikwro.org.uk)

### **For Men**

ManKind Initiative: 01823 334 244 / [www.mankind.org.uk](http://www.mankind.org.uk)

Respect Men's Advice Line: 0808 801 0327 / [www.respect.uk.net](http://www.respect.uk.net)

The Dyn Project (Wales): 0808 801 0321 / [www.dynwales.org](http://www.dynwales.org)

### **For perpetrators**

Respect: 0808 802 4040 / [www.respect.uk.net](http://www.respect.uk.net)

# Social Contact with Minors

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The following is an extract from the handbook Guidance for Safe Working Practice for the Protection of Children and Staff in Education Settings (February 2005) published by the Department for Education and Skills.

***Staff should not establish or seek to establish social contact with pupils for the purpose of securing a friendship or to pursue or strengthen a relationship. Even If a young person seeks to establish social contact, or if this occurs coincidentally, the member of staff should exercise her/his professional judgement in making a response and be aware that such social contact could be misconstrued.***

***Staff should not give their personal details such as home/mobile phone number; home or email address to pupils unless the need to do so is agreed with senior management.***

PLUS policy is that staff members must not give out personal information to students, including contact details such as email addresses and personal phone numbers. Further, they must not add student names or photos to any social networking sites such as Facebook, Instagram, Snap Chat, TikTok blogs, web pages or instant messaging services (this is not an exhaustive list), and nor may they ask for any contact details from any student. The onus is on the member of staff – not the students - to distance themselves from any potentially inappropriate situation.

In order to safeguard yourself, you must:

- record and report any situation which you feel might compromise the school or your own professional standing
- never give out your personal phone number, email address or social networking details. Decline any students 'requests to contact you through social media
- avoid becoming personally involved in a student's personal affairs

## **Our Policy and Standards of Behaviour for Staff**

Staff must use common sense and professional judgement to avoid circumstances which could be perceived to be of an inappropriate nature.

Students are clients of PLUS. Staff must not attempt to instigate private contact with students of any age.

Staff must not – by any means or in any circumstances – make, view or access illegal or inappropriate images of children.

## **Risks to Students and Staff**

Students may be able to find information about your personal life that may be inappropriate for minors and may damage your working relationship with your students.

By allowing students access to friendship groups you may be inadvertently introducing them to a wider circle of adults, over which you have no control, and which may facilitate inappropriate contacts.

Sexual predators and bullies are known to use information available on web pages and social networking sites to gain information about children, such as their interests, tastes and location. Staff who post information about students (e.g. photos of their summer holiday, names etc) on the internet may make them vulnerable to inappropriate attention.



Any proven cases of non-compliance of this policy may lead to disciplinary procedures as set out in the teachers' manual.

# Deductions from Pay

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- 1) All employees are required in law to provide evidence of their eligibility to work in the UK. As an employer we have the legal obligation to comply with the applicable immigration legislation which includes ensuring that employees provide the appropriate documentation prior to the commencement of employment.

In the event that an employee is unable to provide satisfactory evidence of their eligibility to work in the UK the Company reserve the right to terminate the employment without notice. Acceptable evidence is set out in our Work Permits and Eligibility to Work Policy.

All costs relating to any immigration application must be borne by the employee in question and will be deducted from your salary.

- 2) Your initial employment is conditional upon the provision of a satisfactory Disclosure and Barring Certificate of a level appropriate to your post. You may be required to undertake subsequent criminal record checks from time to time during your employment as deemed appropriate by the company. Should you leave your employment within the first 12 months following a DBS check has been paid for by the company, you may be liable to repay all or part of the fee. This amount will be deducted from your final salary.
- 3) You have been provided with accommodation as necessary in order to fulfil your contractual obligations. It is your responsibility to ensure that the accommodation is kept in good condition i.e. clean and tidy at all times. Any damage caused by general 'wear and tear' should be reported to your Manager. Upon the termination of your employment for any reason, the benefit of accommodation with cease and you will be required to vacate the premises immediately. Any costs for accommodation that has been incurred by the company will be payable upon your termination may be recharged to you. This amount will be deducted from your final salary.
- 4) If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.
- 5) If you arrive for work more than one hour late without having previously notified us, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the day without pay.
- 6) Lateness or absence may result in disciplinary action and/or loss of appropriate payment.
- 7) In the event that the Company is faced with a shortage of work, or is unable to provide you with work for any other reason, then you agree that the Company may temporarily:
  - place you on short-time working, in which case you will be paid for those hours worked; or
  - lay you off from work, in which case you will be paid in accordance with the statutory guarantee pay provisions in place at that time; or
  - designate you as a furloughed (or similar) worker, in accordance with the terms of any Government furlough (or similar) scheme in place from time to time, in which case during such period, if required, you agree to a reduction in your hours or will cease to carry out any work for the Company. (For this purpose you agree that the Company may adjust your hours, salary and benefits by an appropriate amount to reflect the needs of the business at that time and ensure that it receives reimbursement of salary and benefits under the said scheme to the fullest extent possible)

The entirety of this section entitled "Shortage of work" forms part of your contractual terms and conditions.



- 8) If you are an allocated key holder, you must ensure that all procedures and guidelines are followed when securing the building prior to leaving. The keys and any security measure such as alarm codes must be kept safe at all times. You must not give the keys or alarm code to any third party unless authorisation is obtained from your Manager. Any loss or damage caused as a result of your failure to follow procedures or your negligence in ensuring the safekeeping of the keys and alarm code will result in disciplinary action which could lead to your summary dismissal. We also reserve the right to deduct the cost of any loss, repair or replacement from any monies owing to you.
- 9) The Company provides the tools and/or equipment necessary to carry out your duties. You should keep these in good repair and take all reasonable steps to ensure that they are secure at all times. You must report any lost, damaged or mislaid tools and/or equipment to your Manager. You must return all Company tools and/or equipment upon termination of employment by either party. Failure to return any tools and/or equipment, or any loss or damage suffered as a result of your negligence, will result in a deduction to cover the cost of the tools and/or equipment being made from monies due to you.
- 10) Any damage to, stock or property that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement.  
  
Any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss. In the event of failure to pay, such costs will be deducted from your pay.
- 11) If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others, and send you away for the remainder of the day with or without pay and, dependent on the circumstances, you may be liable to disciplinary action.
- 12) If you terminate your employment without giving or working the required period of notice, as indicated in your individual statement of main terms of employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.
- 13) On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you.





# Absence Policy

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## A) INTRODUCTION

The purpose of this policy is to support and help employees who are absent from work to achieve and maintain full attendance and to support and assist employees who are on long term sickness absence to return to work as quickly as is appropriate in their circumstances.

In taking steps to monitor and control absence we aim to maximise the efficiency and effectiveness of the Company and its employees.

This policy is designed to ensure all employees are aware of their obligations in the event of absence.

## B) NOTIFICATION OF ABSENCE

- 14) On your first day of absence from work you should notify your line manager.
- 15) Notification should be made at least one hour before your shift is due to start but try to give as much notice as possible to enable us to cover your duties.
- 16) You should notify us personally and by telephone E-mails and text messages are not an acceptable form of notification.
- 17) You should provide us with the reason for your absence and brief details of the symptoms.
- 18) You should try to give us some indication of your expected date of return. The notification procedures should be followed on each day of absence unless you are covered by a doctor's medical certificate.
- 19) If you are unable to contact your line manager when you telephone, you should leave a contact number and a they will call you back within 30 minutes.
- 20) It is not acceptable to leave a message with any other member of staff.
- 21) If your absence extends to more than seven calendar days, you must provide us with a medical certificate. Subsequent medical certificates must be provided to cover the whole of your absence.
- 22) If your absence is to attend an appointment at the hospital, doctors or dentist then an appointment card must be produced.

## C) RETURNING TO WORK

- 1) You must telephone your line manager the day before you are due to return to work to enable us to reschedule any staffing arrangements. Failure to provide such notification (even if your medical certificate expires) may result in you being sent home from work for the day without pay.
- 2) Upon your return to work, you must obtain a Self-Certification Form from your line manager before commencing work, complete this form and hand it to your line manager.
- 3) Following any absence, whether self-certified or supported by a medical certificate, you will also be required to attend a Return to Work Interview with your line manager to discuss the reasons for your absence and your current fitness for work.

## D) FAILURE TO FOLLOW THE PROCEDURES

If you fail to follow any of the above reporting procedures, you may be exempt from receiving Company sick pay, irrelevant of your reason for absence. Consistent failure to follow the procedures may result in disciplinary action being invoked.

## E) ABSENCE MONITORING

We will monitor the attendance records of all our employees. Review meetings will be held with individual employees in line with the following triggers:

- Three separate periods of absence within a 13 week period;
- Absence percentage reaches ..... % or above.

## F) REVIEW PROCEDURES



- 1) The intention of the review procedure is to discuss the reason for your absence levels and to discuss ways in which your attendance can be improved. If there is no improvement then you may be subject to disciplinary action.
- 2) If you are requested to attend a review of your attendance levels, you have the right to be accompanied by a work colleague or a Trade Union Representative and you should make the necessary arrangements to have someone present at the meeting should you so require.

#### **G) INITIAL MEETING**

- 1) Your line manager will write to you to arrange a meeting at a convenient time, date and venue. You have the right to be accompanied at this meeting should you so wish. You will be provided with details of your absence record prior to the meeting.
- 2) At the meeting we will discuss your attendance record, the reasons for your absence/s, any help or support we can offer to improve your attendance if relevant and what improvement is necessary
- 3) If the absence is likely to be continuous over a long period of time, then the procedures for dealing with Long Term Sickness (detailed below) will be followed.
- 4) Should any underlying health conditions be identified, your absence will be dealt with following the guidelines for Underlying Health Conditions (detailed below).
- 5) Should the meeting *not* highlight any underlying health conditions for your absence/s, you will be informed that your attendance levels need to improve. Review meetings will be arranged at 12 weekly intervals, following the Sporadic Absence Procedures (detailed below), until your attendance reaches an acceptable level. Should there be no improvement at the subsequent meetings, then the disciplinary process will be invoked.

#### **H) LONG TERM SICKNESS ABSENCE**

- 1) If you are off work sick for a continuous period of 4 weeks, we will normally contact you with a view to arranging an informal welfare meeting at a convenient time, date and location. We will meet you at your home, at work or at a location suitable to both parties. You have the right to be accompanied at informal meeting by a friend or relative if you wish.
- 2) The aim of the meeting is to keep you in touch with events at work, to discuss your absence and offer any relevant support.
- 3) We aim to keep in regular contact with you and hold regular meetings over your period of absence.
- 4) Dependent upon the circumstances of your absence, we may, when appropriate, ask your permission to contact a medical professional for a report on your incapacity.
- 5) Upon receipt of this report, we will meet again with you to discuss fully the contents of the report and any implications arising from it. We will determine what support and/or reasonable adjustments we can make to assist you in your return to work in the future.
- 6) If it is evident from the report and our discussions with you, that a return to work is not possible in the foreseeable future we may have to consider dismissal but this would be a last resort. If the decision is made to dismiss, you will be paid in lieu of notice. You will have the right to appeal against the decision if you feel it was unfair and details of how to appeal will be detailed in the dismissal letter.

#### **I) UNDERLYING HEALTH CONDITIONS**

- 1) If, at any time during the initial meeting or any subsequent review meeting, an underlying health condition is identified we may, dependent upon the condition, continue with the Sporadic Absence Process or we may ask your permission to contact a medical professional (either your GP, anyone else who is treating you or we may consult an Occupational Health Advisor) to determine the extent of your incapacity.
- 2) Upon receipt of this report, we would meet with you further to discuss the report and any implications arising from it. We would consider what support we could offer and any reasonable adjustments that could be made to assist your attendance at work.



- 3) If your level of attendance is still unacceptable and we have exhausted all other viable options we may need to consider dismissal on the grounds of ill-health but this would be a last resort.
- 4) If the decision is made to dismiss, you will be paid in lieu of notice. You will have the right to appeal against the decision if you feel it was unfair and details of how to appeal will be detailed in the dismissal letter.

## **J) SPORADIC ABSENCE**

### **1) First Review (12 weeks after first review)**

Your line manager will write to you to arrange a meeting at a convenient time, date and venue. You have the right to be accompanied at this meeting should you so wish. You will be provided with details of your absence record prior to the meeting.

At the meeting we will discuss your attendance record, the reasons for your absence/s, any help we can offer to improve your attendance, what improvement is necessary.

Should any underlying health conditions be identified, your absence will be dealt with following the guidelines for Underlying Health Conditions (detailed later in this document).

If your attendance has not improved to an acceptable level and should no underlying health conditions be highlighted you will be issued with a Formal Verbal Warning for your level of absence. You will have the right to appeal against this warning, details of which will be given in the letter detailing your warning. You will be informed that you will need to attend a further meeting in 12 weeks' time to review your attendance further.

If attendance has improved to the required level, no disciplinary action will be taken at this time. You will be informed that you will need to attend a further meeting in 12 weeks' time to review your attendance further.

### **2) Second Review (12 weeks after the first review)**

Your line manager will write to you to arrange a meeting at a convenient time, date and venue. You have the right to be accompanied at this meeting should you so wish. You will be provided with details of your absence record prior to the meeting.

At the meeting we will discuss your attendance record, the reasons for your absence/s, any help we can offer to improve your attendance, what improvement is necessary.

Should any underlying health conditions be identified, your absence will be dealt with following the guidelines for Underlying Health Conditions (detailed later in this document).

If your attendance has not improved to an acceptable level and should no underlying health conditions be highlighted you will be issued with a Formal Written Warning for your level of absence. You will have the right to appeal against this warning, details of which will be given in the letter detailing your warning. You will be informed that you will need to attend a further meeting in 12 weeks' time to review your attendance further.

If your attendance has improved to the required level, no further disciplinary action will be taken at this time. You will be informed that you will need to attend a further meeting in 12 weeks' time to review your attendance further.

If your attendance has reached the required level at the second and third reviews, you will no longer be subject to attend further review meetings.

### **3) Third Review (12 weeks after 2nd review)**

Your line manager will write to you to arrange a meeting at a convenient time, date and venue. You have the right to be accompanied at this meeting should you so wish. You will be provided with details of your absence record prior to the meeting.

At the meeting we will discuss your attendance record, the reasons for your absence/s, any help we can offer to improve your attendance, what improvement is necessary.

Should any underlying health conditions be identified, your absence will be dealt with following the guidelines for Underlying Health Conditions (detailed later in this document).



If your attendance has not improved to an acceptable level and should no underlying health conditions be highlighted you will be issued with a Final Written Warning for your level of absence. (If you received no Formal Written Warning at your last meeting you will be issued with a Formal Written Warning at this stage).

You will have the right to appeal against this warning, details of which will be given in the letter detailing your warning. You will be informed that you will need to attend a further meeting in 12 weeks' time to review your attendance further.

If your attendance has improved to the required level, no further disciplinary action will be taken at this time. You will be informed that you will need to attend a further meeting in 12 weeks' time to review your attendance further.

If your attendance has reached the required level at the second and third reviews, you will no longer be subject to attend further review meetings.

#### 4) **Fourth Review Meeting (12 weeks after 3rd meeting)**

Your line manager will write to you to arrange a meeting at a convenient time, date and venue. You have the right to be accompanied at this meeting should you so wish. You will be provided with details of your absence record prior to the meeting.

At the meeting we will discuss your attendance record, the reasons for your absence/s, any help we can offer to improve your attendance, what improvement is necessary.

Should any underlying health conditions be identified, your absence will be dealt with following the guidelines for Underlying Health Conditions (detailed later in this document).

If your attendance has not improved to an acceptable level and should no underlying health conditions be highlighted you may be dismissed. You will have the right to appeal against your dismissal, details of which will be given in the letter detailing your dismissal.

If you received no Final Written Warning at your last meeting you will be issued with a Final Written Warning at this stage. You will have the right to appeal against this action, details of which will be given in the letter detailing your Final Written Warning. You will be informed that you will need to attend a further meeting in 12 weeks' time to review your attendance further.

If your attendance has improved to the required level, no further disciplinary action will be taken at this time. You will be informed that you will need to attend a further meeting in 12 weeks' time to review your attendance further.

If your attendance has reached the required level at the second and third reviews, you will no longer be subject to attend further review meetings.

#### 5) **Fifth Review (12 weeks after 4th review)**

Your line manager will write to you to arrange a meeting at a convenient time, date and venue. You have the right to be accompanied at this meeting should you so wish. You will be provided with details of your absence record prior to the meeting.

At the meeting we will discuss your attendance record, the reasons for your absence/s, any help we can offer to improve your attendance, what improvement is necessary.

Should any underlying health conditions be identified, your absence will be dealt with following the guidelines for Underlying Health Conditions (detailed later in this document).

If your attendance has not improved to an acceptable level and should no underlying health conditions be highlighted you may be dismissed. You will have the right to appeal against your dismissal, details of which will be given in the letter detailing your dismissal.

If your attendance has improved to the required level, no further disciplinary action will be taken at this time. You will be informed that you will need to attend a further meeting in 12 weeks' time to review your attendance further.

If your attendance has reached the required level at the third and fourth reviews, you will no longer be subject to attend further review meetings.

#### 6) **Subsequent Review Meetings**

Should there be further cause for concern regarding your attendance levels, the above reviews may be continued or the process started again.



## 7) Underlying Health Conditions

If you have been absent for a continuous period of four weeks or longer, or upon investigation it is determined that you have an underlying health condition which is affecting your ability to attend work regularly, your Manager may request a medical report to determine what help, support or reasonable adjustments may be necessary to aid your attendance at work.

A meeting will be arranged with you and your Manager to discuss the report and ascertain if and when you may be fit to return to work and if so what, if any, reasonable adjustments may be necessary to facilitate this return.

It may be necessary to hold regular meetings over a period of time to consider how your illness or condition is progressing.

Whilst it is the Company's aim to offer support and help to enable you to return to work, if no solution can be found to facilitate a return to work within an acceptable timescale, the Company may have to consider termination of employment on the grounds of incapacity.



# Termination of Employment

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## **RESIGNATIONS**

All resignations must be supplied in writing, stating the reason for resigning your post.

## **TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE**

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Statement of Main Terms of Employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

## **RETURN OF OUR PROPERTY**

On the termination of your employment, you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

## **GARDEN LEAVE**

If either you or the Company serves notice on the other to terminate your employment the Company may require you to take “garden leave” for all or part of the remaining period of your employment.

If you are asked to take garden leave you:

- must not attend your place of work or any other premises of the Company or any associated Company, unless otherwise requested by your Line Manager;
- may be asked to relinquish immediately any offices you hold in the Company or any associated Company;
- may not be required to carry out your normal duties during the remaining period of your employment; however you will still be available for answering queries;
- must return to the Company all documents, software, equipment, Company property and other materials (including copies) belonging to the Company or associated Company containing confidential information; and
- must not, without the prior written permission of your Line Manager, contact or attempt to contact any supplier, agent, professional adviser, broker, or banker of the Company or any associated Company or any employee of the Company or any associated Company.

**NB. During any period of garden leave you will continue to receive your full salary and any other contractual benefits.**



# HR Policies – Confirmation of Receipt

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- Clocking In and Out Using Blip
- Employee Assistance Programme
- Safeguards and Standards
- General Terms and Procedures
- Capability Procedures
- Disciplinary Procedures
- Capability/Disciplinary Appeal Procedure
- Grievance Procedure
- Equality, Inclusion and Diversity Policy
- Anti-Tax Evasion Policy
- Anti-Bribery Policy
- Policy for Dealing with a Pandemic in the Workplace
- Whistle-Blowers
- Personal Harassment Policy and Procedure
- Domestic Abuse Policy
- Social Contact with Minors\*\*
- Deductions from Pay\*\*
- Absence Policy\*\*
- Termination of Employment

I have read and I understand the above policies and procedures, paying special attention to those marked with \*\*. I agree that they form part of my Contract of Employment.

<b>NAME:</b>	_____
<b>SIGNATURE:</b>	_____
<b>DATE:</b>	_____

Employee