



Klarius Group

Employee Handbook

Policies and Procedures.



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Holiday Policy

1. Overview

- 1.1 This policy covers everything to do with your holiday entitlement and explains what you must do to arrange time off for holidays.
- 1.2 This policy applies to all employees and workers, but does not apply to self-employed contractors.
- 1.3 If you are an employee, this policy does not form part of your contract of employment, and we may amend it at any time.

2. What is my holiday entitlement?

2.1 *How many days holiday do I get?* You will find the number of days of paid holiday you are entitled to in your contract. This includes bank and other public holidays. The first four weeks of your annual leave will be classed as leave under Regulation 13 of the Working Time Regulations 1998 and the remainder under Regulation 13A and/or your contract as appropriate.

2.2 *What if I work part-time?* If you work part-time, you are entitled to time off for public holidays on a pro-rata basis, should we pay casual workers and anyone else working irregular hours at the rate of 12.07% of core hours accrued up to a maximum of 28 days in any one holiday year.

2.3 *When does the holiday year start?* The Company's holiday year begins on 1 January and ends on 31 December. We will calculate your holiday entitlement on a pro-rata basis if you join or leave the Company part-way through the holiday year.

2.4 *What if I've just started work?* During your first year, you can only take the number of days you have accrued up to the day your holiday starts, unless your manager has agreed otherwise.

2.5 *Can I roll my holiday over if I don't take it all?* You are strongly encouraged to take all the holiday due to you in the holiday year in which it has accrued. Holidays not taken by the end of the holiday year will be lost and you will not receive payment in lieu.

3. How do I request time off?

3.1 You can take a maximum of **12 working days**' holiday at any one time. You should put in your request as soon as you have chosen the dates, and at the minimum you should give us notice of at least twice the length of the time you want to take off.

3.2 You must make all requests for holiday leave in writing using the Klarius group holiday form to your manager.

3.3 Your manager must approve all holiday requests and these are usually considered on a first come, first served basis. At popular times of the year — particularly Pre-Christmas, Easter, and school holidays — we may need to rotate holiday allocation regardless of who put in the first request.

3.4 You may sometimes have to take your holiday on dates that we specify. This is most likely to be when the business is closed — over the Christmas and New Year period, for example — or to avoid busy periods, or because you still have not taken all the leave due to you in the current holiday year. If you are leaving the Company, we may also ask you to take your remaining holiday entitlement during your notice period.

3.5 Provided you have sufficient holiday entitlement, we will – wherever possible – try to fulfil requests for time off for a religious occasion. This will however be subject to our business requirements.

3.6 Your manager will always discuss alternative dates with you if we have to turn down a holiday request. If your request is refused and you take time off anyway, we will view it as an unauthorised absence and deal with the matter under our Disciplinary Procedure.

3.7 Do not make any travel arrangements or financial commitments until you have written confirmation that you can take the time off work. The Company will not be responsible if you suffer losses because your holiday request is refused, regardless of the reason.

4. How much will I be paid?

4.1 We will pay you at your normal rate while you are on holiday.

4.2 We will let you know whether any commission or overtime payments will be included in your holiday pay. If we do include these elements in your holiday pay on one occasion, it does not set a precedent and we reserve the right not to include them in the future.

5. What happens if I am sick during my holiday?

5.1 If you are sick while on holiday, you can treat the time off as sick leave instead of holiday.

5.2 To reclaim your holiday time and take it at a later date, you must tell your manager as soon as possible (normally meaning while you are on holiday) and provide medical evidence — translated into English if necessary — of your illness or injury. If you do not do this, we will treat your absence as holiday and not sick leave. You must then follow the procedure outlined above to book dates for another holiday.

5.3 Should you already be on sick leave at the start of a holiday period, and provided that you would not have been fit to work at any time during it, you may reschedule the affected days. You will need to provide medical evidence and follow the procedure outlined above.

5.4 We will pay you sick pay, rather than holiday pay, for any scheduled holiday days taken as sick leave provided you qualify for sick pay. If you do not qualify, you will be paid statutory sick pay.

5.5 We will treat dishonest claims or any other abuse of this policy under our Disciplinary Policy.

6. What happens to my holiday entitlement if I am on long-term absence?

6.1 Your entitlement to annual leave accrues whenever you are off work long-term for any of the following reasons:

- sick leave;
- maternity and paternity leave;
- adoption leave;
- parental leave; or
- shared parental leave (known as family leave in this policy).

6.2 You may carry over unused holiday relating to the four-week Regulation 13 leave only to the following year if your sick leave spans two holiday years or you return to work too near the end of the holiday year to fit in the time off due to you. Any holiday carried over will be lost if you do not take it within 18 months of the holiday year in which it accrued. You shall not be entitled to carry over any additional Regulation 13A or contractual leave.

6.3 If you intend taking family leave and expect this to span two holiday years, you must give your manager as much notice as you can. You may carry over into the next holiday year any holiday entitlement that it is impractical for you take before the start of your family leave. This covers your full annual leave entitlement.

6.4 You should take any holiday leave you have carried over within the holiday year in which you return to work, unless a different timescale is agreed with your manager.

7. What happens if I leave the Company?

7.1 You will normally be required to use up any outstanding annual leave days during your notice period. This applies whether you resign or we give you notice that we are ending your employment.

7.2 We may alternatively pay you in lieu of any accrued holiday you have not taken. Payment will be made at the rate of 1/260th of your basic salary for each day of leave you have outstanding.

7.3 Should you have taken more annual leave than you were entitled to up to the day you leave the Company, an amount calculated as above will be deducted from the final payment we make to you.

Whistleblowing Policy

1. Overview

1.1 This policy outlines what you should do if you suspect something happening at work is putting you or others in danger, or is illegal or unethical.

1.2 This policy applies to all employees, contractors, consultants, officers, interns, casual and agency workers.

1.3 If you are an employee, this policy does not form part of your contract of employment.

2. What is whistleblowing?

2.1 Our aim is to maintain the highest standards of integrity in everything we do. However, all organisations can occasionally be affected by conduct that is dangerous, against the law or breaches ethical or professional codes. Should you have any such concerns, we encourage you to report them immediately — this is called ‘whistleblowing’. You can be assured that we will take your concerns seriously, they will be thoroughly investigated, and you can be confident there will be no reprisals.

2.2 The types of concerns you may want to raise with us by whistleblowing might include:

- any activity you suspect is criminal;
- any activity you suspect puts health and safety at risk;
- any activity you suspect may damage the environment;
- any activity you suspect breaches our policy on bribery and corruption;
- any failure to comply with legal or regulatory obligations;
- any failure to meet professional requirements; and/or
- any attempt to conceal one or more of these activities.

2.3 Speak to your manager if you are not sure whether something you have become aware of is covered by this policy. Note that if your complaint is about the way people are behaving towards you, then you should refer to our policy on Bullying and Harassment, or to our Grievance Policy, for guidance on how to proceed.

3. How to raise a whistleblowing concern

3.1 In most cases, you should start by raising your concerns with your manager, either face-to-face or in writing.

3.2 If you would prefer not to go to your manager, you should contact a member of the lead team or board member. You should also do this if your concerns are of a very serious nature.

3.3 Your letter should say that you are raising your concerns under this policy and then explain what they are. Include all the key facts, dates, and the names of the people involved.

3.4 You will be invited to a meeting to discuss your concerns, and you are entitled to be accompanied at this and any subsequent meetings by a colleague or trade union representative. If you bring a companion, we ask that you both agree to keep your disclosures confidential before and after the meeting and during any investigation that may follow.

3.5 After the initial meeting, we will investigate your concerns and we may ask you to attend further meetings. To investigate properly, we may involve specialists with particular knowledge or experience of the issues you have raised.

3.6 You will be kept informed about how our investigations are progressing and how long they are likely to take. Sometimes, however, we may be unable to give you details about the investigation (or any action it leads to) as we need to protect confidentiality and comply with legal obligations. We understand this may be frustrating and give you concerns about whether we have actually done anything, and if this happens we will do our best to sit down with you and explain why we are acting in the way we are.

3.7 Your concerns will be addressed fairly, but we cannot guarantee the outcome of our investigations will be the one you want. If you are not satisfied with how we have conducted the investigations, you can take the matter to one of our board directors for further consideration.

3.8 Most concerns are raised with us in good faith, but occasionally someone makes a false allegation out of malice or because they believe they have something to gain. Anyone found doing this will face action under our Disciplinary Policy and is at risk of being dismissed for gross misconduct.

4. Confidentiality and anonymity

4.1 There is a significant difference between wanting to keep your concerns confidential and making a disclosure anonymously. We actively discourage anonymous whistleblowing.

4.2 You are protected from reprisals under this policy (see paragraph 5), but if you are still worried we encourage you to discuss this with us and we will explore how far we can go in keeping your concerns confidential.

4.3 Concerns raised anonymously are very difficult — and sometimes impossible — to investigate. We can't properly establish whether your allegations are credible without being able to ask you for more details or for clarification, and this makes it hard to reach an informed decision. This is why we urge you not to report matters anonymously.

5. How we protect whistle-blowers

5.1 If you raise a concern in good faith under this policy, we will support you fully even if we find through our investigations that you made a mistake or that there has been no breach of policy, legal obligation etc. However, if you feel you have been treated detrimentally as a result of raising a concern, you must tell us at once. First inform your manager and, if the matter remains unresolved, you must follow the formal process in our Grievance Policy.

5.2 All whistle-blowers are afforded the same protection, so you must not threaten others who have raised concerns or carry out reprisals against them. You may face disciplinary action which could include dismissal for gross misconduct, if we find that you have. You may also face legal action from the whistle-blower in these circumstances.

5.3 You can seek further advice on whistleblowing, protecting confidentiality, and being protected from reprisals from the independent charity Public Concern at Work, which offers a confidential helpline on 020 3117 2520; www.pcaw.org.uk.

6. Taking your concerns outside the Company

6.1 This policy outlines the process for raising, investigating, and resolving wrongdoing within the workplace. It is rarely necessary – or, from our point of view, desirable – for anyone outside the Company to become involved when a whistleblowing allegation is made.

6.2 In some exceptional circumstances, you may need to go to an external body — an industry regulator, for example — and the independent charity Public Concern at Work (contact details in paragraph 5.3) can direct you towards the appropriate regulator for the type of issue you want to raise.

6.3 This policy covers the actions of third parties such as suppliers, service providers, and clients, as well as our staff. Should you have concerns about a third party, you are encouraged to raise them with us before approaching anyone else. Your manager will be able to explain how you should proceed.

6.4 Alerting the media to a concern — particularly before or during an internal investigation — is almost never justified or appropriate in any situation. We strongly discourage you from doing so, and will treat any contact with the press as a serious disciplinary issue justifying dismissal unless exceptional circumstances exist. We would normally expect you to have taken all reasonable steps to deal with the matter internally or with an external regulator, and to have taken full advice from a lawyer or Public Concern At Work before being justified in approaching the press.

Drugs and Alcohol Policy

1. Overview

- 1.1 This is our policy about the use and misuse of drugs and alcohol while working or representing the Company.
- 1.2 All employees are covered by our policy. This policy does not form part of your contract of employment, and we reserve the right to amend this policy at any time.
- 1.3 This policy also applies to self-employed contractors, workers and agency workers.
- 1.4 We have a legal duty to protect the health and safety of our employees and customers. It is very important that all staff, workers and contractors are able to carry out their duties safely and free from the influence of drugs or alcohol. The misuse of drugs or alcohol can also have a detrimental effect on the Company as it can lead to absence from work, and poor employee behaviour or performance. It can also reflect badly upon the Company as a whole.

2. Misuse of drugs or alcohol

- 2.1 We expect you to be able to fully and safely carry out your duties under your contract at all times, when you are working or representing the Company.
- 2.2 If your performance is impaired, or your behaviour or attendance is affected because of the misuse of drugs or alcohol, or our reputation is damaged as a result, then we may take action against you under the relevant Company Policy (Performance Improvement, Absence Management or Disciplinary) up to and including dismissal.
- 2.3 If you are aware of a co-worker who you know or suspect may have a drug or alcohol problem, then you should raise this in confidence with your manager. We cannot help someone unless we are made aware of the problem. We also need to be able to protect the health and safety of all of our staff and customers.

3. Drugs

- 3.1 When we talk about 'drugs' under this policy, we refer to illegal drugs, but also any 'legal highs', or prescription or non-prescription drugs which may affect your ability to carry out your duties fully and safely.
- 3.2 You should not be in possession of illegal drugs at any time while working for, or representing the Company.
- 3.3 If you require medication for a genuine medical condition while working, you must inform your manager and you should only bring sufficient medication into work for your own use. It should be kept safely, in accordance with instructions and out of the view of other people. If you need fridge facilities to store medication, it should be stored in a named container, in accordance with any instructions.
- 3.4 Sometimes, prescribed medication might have side-effects which affect your performance. If this is the case, please raise it with your manager, so that we can take medical advice where necessary and consider any appropriate reasonable adjustments.
- 3.5 It is your responsibility to seek advice from a doctor or pharmacist about the possible effects of your medication on your fitness to do your job. It is critically important that you do not drive or operate machinery if your performance or judgement might be impaired as a result of medication. We want to protect the health and safety of you, your colleagues and our customers, so please work with us on this by telling us immediately of any impairment you may be suffering from as a result of any drug.

4. Alcohol

- 4.1 Other than in paragraph 4.4, we do not expect you to be under the influence of alcohol while you are working for us. This applies equally to a situation where you may have drunk alcohol before coming to work, or the day before, if you are still affected by it.
- 4.2 We do not expect your appearance to suggest you are under the influence of alcohol, while you are working for us. For example, an untidy appearance, bloodshot eyes or the smell of alcohol.
- 4.3 You should not be in possession of alcohol at work without the sanction of your manager.

4.4 We understand that from time-to-time there may be work-related events at which you are sanctioned by your manager to attend and drink alcohol. For example, a meal with clients or a staff party. We still expect you to behave professionally, with integrity and in accordance with the reasonable standards of the Company during these occasions. Please remember that you are still representing the Company at these times. We will take disciplinary action against you if you breach our rules or policies, for example in relation to Health and Safety, Bullying and Harassment or Equal Opportunities, or commit acts of misconduct during these events.

4.5 Any gifts of alcohol given to you by customers or suppliers should be treated in accordance with our Bribery policy.

5. Screening

5.1 If we suspect you of being under the influence of drugs or alcohol, or if your role is critical to health and safety, then we may ask you to submit to a screening for drugs or alcohol. If you refuse, we may take disciplinary action against you, in accordance with our Disciplinary Policy, up to and including dismissal.

6. Searches

6.1 We may search our premises for drugs or alcohol at any time, including in your lockers and desks. If we have grounds to believe that there are illegal drugs in your personal possessions (for example your pockets or your bags), we expect you to cooperate with reasonable requests to search them. We will allow you to have a witness present should you ask for one.

6.2 We may retain or destroy any alcohol or drugs found in contravention of this policy and use it as evidence, along with any refusal to cooperate with a search, in any future disciplinary action.

Bribery Policy

1. Overview

1.1 This policy outlines the responsibilities of the Company (and everyone who works for us) to adhere to the high standards we have set for conducting our business affairs. You will find specific guidance in this policy on recognising and addressing bribery and corruption, whether in the UK or overseas.

1.2 The policy applies to all employees, contractors, consultants, officers, interns, casual and agency workers, and anyone else under our control.

1.3 If you are an employee, this policy does not form part of your contract of employment and it can be amended at any time.

2. Our commitment and your obligations

2.1 As a Company, we are committed to absolute integrity and fairness across all our operations and accordingly will not tolerate any activities involving bribery or corruption.

2.2 If you are employed or engaged by the Company, or in any other way under our control, you are obliged to take responsibility for preventing, detecting, and reporting anything you believe amounts, or could amount, to bribery or corruption.

2.3 You must report any conduct or activity that you suspect amounts to bribery or corruption to your manager or a Company director. Please consult our policy on whistleblowing for further information about raising concerns. Any report will be taken extremely seriously.

2.4 You can be confident that the Company will never penalise anyone who refuses to become involved in bribery or corruption or who flags up their concerns to us in good faith. Should you suffer any retributive treatment in this context, you must talk to your manager. You can raise the matter formally under our Grievance Policy if you are not satisfied that it has been resolved informally.

2.5 You must not threaten or penalise anyone who refuses to become involved in bribery or corruption.

2.6 Any breach of this policy may result in disciplinary action up to and including dismissal for gross misconduct. You may also be committing a criminal offence.

3. What is bribery?

3.1 We define bribery as a reward or inducement for acting improperly, illegally or unethically to gain an advantage, whether personal, commercial, or regulatory. You do not need to have actually given or received the reward or inducement for this process to amount to bribery.

3.2 A bribe does not need to involve the promise, or actual payment, of money — offering hospitality, entertainment or gifts can also be classed as bribery if the purpose is to exert influence.

3.3 You may face up to 10 years' imprisonment for offering, promising, giving, asking for, or accepting a bribe as this is a criminal offence. We may as a Company also face sanctions if we fail to stop bribery taking place. This can include an unlimited fine.

3.4 This list includes the most common actions we consider to be bribery, but it is not exhaustive. You must not become involved in any of them, or allow anyone else to become involved on your behalf. They are:

- promising, offering or giving money, hospitality or gifts in the expectation that you will receive a business advantage or because you have already done so;
- accepting or giving hospitality or gifts in the course of commercial negotiations of any kind, including tender processes, if there is any doubt about whether doing so could have an impact on the outcome;
- accepting money, gifts or hospitality from anyone you suspect is seeking a business advantage in return;
- accepting hospitality that is excessively extravagant for the context in which it is offered;
- offering gifts to government or other officials, political parties, and individual politicians;
- receiving gifts from government or other officials, political parties, and individual politicians;
- offering or receiving gifts in return for the faster or smoother conclusion of a routine transaction or process;

- retaliating against or threatening anyone who refuses to bribe a third party;
- retaliating against or threatening anyone who raises concerns under the policy; and
- taking part in any other activity or process that might otherwise breach this policy.

4. What is corruption?

4.1 We define **corruption** as the abuse of power, authority, or position in return for some personal advantage.

5. What is allowed?

5.1 Offering or receiving hospitality and entertainment from third parties is allowed under this policy provided that it is appropriate and reasonable in the circumstances and the purpose is to:

- build or maintain business relationships;
- enhance or maintain the Company's reputation; or
- help market the Company's products and services more effectively.

5.2 You may also give and accept gifts, but only if you observe the following conditions:

- you have your manager's prior approval in every case;
- you are not giving or receiving the gift to try and influence a business decision;
- you are not giving or receiving the gift as a reward for new business or to retain existing business;
- you are not giving or receiving the gift in return for any other benefits or favours;
- you are giving the gift on behalf of the Company and not in your own name;
- you are not giving cash or any kind of cash equivalent, such as vouchers;
- your gift is appropriate for the context — e.g., a small gift offered at Christmas;
- your gift is not given in secret; and
- your action complies with local laws.

5.3 It is generally acceptable to give or receive low-value business-related gifts, e.g. branded umbrellas.

5.4 You can reimburse a third party for business-related expenses — the costs of attending a meeting, for example — and you can also accept a third party's offer to pay your expenses. Although this does not normally constitute bribery, any payment made or received that exceeds reasonable or genuine business expenses is not acceptable. An example would be payment for an extended stay in a hotel, before or after business had been concluded.

6. What are kickbacks and facilitation payments?

6.1 The Company never makes or receives kickbacks or facilitation payments as defined below.

6.2 We define kickbacks as payments made in return for a business advantage or favour.

6.3 We define facilitation payments as unofficial payments, usually small, made to speed up or smooth out a routine process or activity. They are sometimes described as 'back-handers', and recipients typically include government or other officials.

6.4 You must avoid being put in a position where you might be asked to make or accept a kickback or facilitation payment on the Company's behalf. You must also avoid being put in a position from where it could be inferred that such a payment was available.

6.5 If anyone asks you to make a payment on behalf of the Company, you must consider carefully whether what is being asked for is in proportion to the goods or services involved. Always ask for a receipt, and if you have any concerns you must discuss them with your manager without delay.

7. Keeping records

7.1 You must keep written records of any gifts or hospitality you have given or received, and declare these. All associated expenses claims must give full details of the reason for the expenditure and be submitted to the Company using the process laid out in our expenses policy.

7.2 Invoices and other records relating to third-party dealings, including those with customers and suppliers, must be accurate and complete. You must never maintain 'off-book' accounts to conceal or facilitate payments of any kind.

Data Protection Policy

for Employees, Workers and Consultants

1 Overview

- 1.1 The Company takes the security and privacy of your data seriously. We need to gather and use information or 'data' about you as part of our business and to manage our relationship with you. We intend to comply with our legal obligations under the **Data Protection Act 2018** (the '2018 Act') and the **EU General Data Protection Regulation** ('GDPR') in respect of data privacy and security. We have a duty to notify you of the information contained in this policy.
- 1.2 This policy applies to current and former employees, workers, volunteers, apprentices and consultants. If you fall into one of these categories then you are a 'data subject' for the purposes of this policy. You should read this policy alongside your contract of employment (or contract for services) and any other notice we issue to you from time to time in relation to your data.
- 1.3 The Company has measures in place to protect the security of your data.
- 1.4 We will only hold data for as long as necessary for the purposes for which we collected it.
- 1.5 The Company is a '**data controller**' for the purposes of your personal data. This means that we determine the purpose and means of the processing of your personal data.
- 1.6 This policy explains how the Company will hold and process your information. It explains your rights as a data subject. It also explains your obligations when obtaining, handling, processing or storing personal data in the course of working for, or on behalf of, the Company.
- 1.7 This policy does not form part of your contract of employment (or contract for services if relevant) and can be amended by the Company at any time. It is intended that this policy is fully compliant with the 2018 Act and the GDPR. If any conflict arises between those laws and this policy, the Company intends to comply with the 2018 Act and the GDPR.

2 Data Protection Principles

- 2.1 Personal data must be processed in accordance with six '**Data Protection Principles.**' It must:
 - be processed fairly, lawfully and transparently;
 - be collected and processed only for specified, explicit and legitimate purposes;
 - be adequate, relevant and limited to what is necessary for the purposes for which it is processed;
 - be accurate and kept up to date. Any inaccurate data must be deleted or rectified without delay;
 - not be kept for longer than is necessary for the purposes for which it is processed; and
 - be processed securely.

We are accountable for these principles and must be able to show that we are compliant.

3 How we define personal data

- 3.1 '**Personal data**' means information which relates to a living person who can be **identified** from that data (a '**data subject**') on its own, or when taken together with other information which is likely to come into our possession. It includes any expression of opinion about the person and an indication of the intentions of us or others, in respect of that person. It does not include anonymised data.
- 3.2 This policy applies to all personal data whether it is stored electronically, on paper or on other materials.

3.3 This personal data might be provided to us by you, or someone else (such as a former employer, your doctor, or a credit reference agency), or it could be created by us. It could be provided or created during the recruitment process or during the course of the contract of employment (or services) or after its termination. It could be created by your manager or other colleagues.

3.4 We will collect and use the following types of personal data about you:

- recruitment information such as your application form and CV, references, qualifications and membership of any professional bodies and details of any pre-employment assessments;
- your contact details and date of birth;
- the contact details for your emergency contacts;
- your gender;
- your marital status and family details;
- information about your contract of employment (or services) including start and end dates of employment, role and location, working hours, details of promotion, salary (including details of previous remuneration), pension, benefits and holiday entitlement;
- your bank details and information in relation to your tax status including your national insurance number;
- your identification documents including passport and driving licence and information in relation to your immigration status and right to work for us;
- information relating to disciplinary or grievance investigations and proceedings involving you (whether or not you were the main subject of those proceedings);
- information relating to your performance and behaviour at work;
- training records;
- electronic information in relation to your use of IT systems/swipe cards/telephone systems;
- your images (whether captured on CCTV, by photograph or video);
- any other category of personal data which we may notify you of from time to time.

4 How we define special categories of personal data

4.1 **‘Special categories of personal data’** are types of personal data consisting of information as to:

- your racial or ethnic origin;
- your political opinions;
- your religious or philosophical beliefs;
- your trade union membership;
- your genetic or biometric data;

- your health;
- your sex life and sexual orientation; and
- any criminal convictions and offences.

We may hold and use any of these special categories of your personal data in accordance with the law.

5 How we define processing

5.1 **‘Processing’** means any operation which is performed on personal data such as:

- collection, recording, organisation, structuring or storage;
- adaption or alteration;
- retrieval, consultation or use;
- disclosure by transmission, dissemination or otherwise making available;
- alignment or combination; and
- restriction, destruction or erasure.

This includes processing personal data which forms part of a filing system and any automated processing.

6 How will we process your personal data?

6.1 The Company will process your personal data (including special categories of personal data) in accordance with our obligations under the 2018 Act.

6.2 We will use your personal data for:

- performing the contract of employment (or services) between us;
- complying with any legal obligation; or
- if it is necessary for our legitimate interests (or for the legitimate interests of someone else). However, we can only do this if your interests and rights do not override ours (or theirs). You have the right to challenge our legitimate interests and request that we stop this processing. See details of your rights in section 12 below.

We can process your personal data for these purposes without your knowledge or consent. We will not use your personal data for an unrelated purpose without telling you about it and the legal basis that we intend to rely on for processing it.

If you choose not to provide us with certain personal data you should be aware that we may not be able to carry out certain parts of the contract between us. For example, if you do not provide us with your bank account details we may not be able to pay you. It might also stop us from complying with certain legal obligations and duties which we have such as to pay the right amount of tax to HMRC or to make reasonable adjustments in relation to any disability you may suffer from.

7 Examples of when we might process your personal data

7.1 We have to process your personal data in various situations during your recruitment, employment (or engagement) and even following termination of your employment (or engagement).

7.2 For example (**and see section 7.6 below for the meaning of the asterisks**):

- to decide whether to employ (or engage) you;
- to decide how much to pay you, and the other terms of your contract with us;
- to check you have the legal right to work for us;
- to carry out the contract between us including where relevant, its termination;
- training you and reviewing your performance*;
- to decide whether to promote you;
- to decide whether and how to manage your performance, absence or conduct*;
- to carry out a disciplinary or grievance investigation or procedure in relation to you or someone else;
- to determine whether we need to make reasonable adjustments to your workplace or role because of your disability*;
- to monitor diversity and equal opportunities*;
- to monitor and protect the security (including network security) of the Company, of you, our other staff, customers and others;
- to monitor and protect the health and safety of you, our other staff, customers and third parties*;
- to pay you and provide pension and other benefits in accordance with the contract between us*;
- paying tax and national insurance;
- to provide a reference upon request from another employer;
- to pay trade union subscriptions*;
- monitoring compliance by you, us and others with our policies and our contractual obligations*;
- to comply with employment law, immigration law, health and safety law, tax law and other laws which affect us*;
- to answer questions from insurers in respect of any insurance policies which relate to you*;
- running our business and planning for the future;
- the prevention and detection of fraud or other criminal offences;
- to defend the Company in respect of any investigation or litigation and to comply with any court or tribunal orders for disclosure*;

- for any other reason which we may notify you of from time to time.

7.3 We will only process special categories of your personal data (see above) in certain situations in accordance with the law. For example, we can do so if we have your explicit consent. If we asked for your consent to process a special category of personal data then we would explain the reasons for our request. You do not need to consent and can withdraw consent later if you choose by contacting your manager.

7.4 We do not need your consent to process special categories of your personal data when we are processing it for the following purposes, which we may do:

- where it is necessary for carrying out rights and obligations under employment law;
- where it is necessary to protect your vital interests or those of another person where you/they are physically or legally incapable of giving consent;
- where you have made the data public;
- where processing is necessary for the establishment, exercise or defence of legal claims; and
- where processing is necessary for the purposes of occupational medicine or for the assessment of your working capacity.

7.5 For certain categories of employees, we may conduct background checks of your driving license and fitness to drive.

7.6 We might process special categories of your personal data for the purposes in paragraph 7.2 above which have an asterisk beside them. In particular, we will use information in relation to:

- your race, ethnic origin, religion, sexual orientation or gender to monitor equal opportunities;
- your sickness absence, health and medical conditions to monitor your absence, assess your fitness for work, to pay you benefits, to comply with our legal obligations under employment law including to make reasonable adjustments and to look after your health and safety; and
- your trade union membership to pay any subscriptions and to comply with our legal obligations in respect of trade union members.

8 Sharing your personal data

8.1 Sometimes we might share your personal data with group companies or our contractors and agents to carry out our obligations under our contract with you or for our legitimate interests.

8.2 We require those companies to keep your personal data confidential and secure and to protect it in accordance with the law and our policies. They are only permitted to process your data for the lawful purpose for which it has been shared and in accordance with our instructions.

9 How should you process personal data for the Company?

- 9.1 Everyone who works for, or on behalf of, the Company has some responsibility for ensuring data is collected, stored and handled appropriately, in line with this policy and the Company's Data Security and Data Retention policies.
- 9.2 The Company's Data Protection Manager is responsible for reviewing this policy and updating the Board of Directors on the Company's data protection responsibilities and any risks in relation to the processing of data. You should direct any questions in relation to this policy or data protection to this person.
- 9.3 You should only access personal data covered by this policy if you need it for the work you do for, or on behalf of the Company and only if you are authorised to do so. You should only use the data for the specified lawful purpose for which it was obtained.
- 9.4 You should not share personal data informally.
- 9.5 You should keep personal data secure and not share it with unauthorised people.
- 9.6 You should regularly review and update personal data which you have to deal with for work. This includes telling us if your own contact details change.
- 9.7 You should not make unnecessary copies of personal data and should keep and dispose of any copies securely.
- 9.8 You should use strong passwords.
- 9.9 You should lock your computer screens when not at your desk.
- 9.10 Consider anonymising data or using separate keys/codes so that the data subject cannot be identified.
- 9.11 Do not save personal data to your own personal computers or other devices.
- 9.12 Personal data should never be transferred outside the European Economic Area except in compliance with the law.
- 9.13 You should lock drawers and filing cabinets. Do not leave paper with personal data lying about.
- 9.14 You should not take personal data away from Company's premises without authorisation from your line manager.
- 9.15 Personal data should be shredded and disposed of securely when you have finished with it.
- 9.16 You should ask for help from your line manager if you are unsure about data protection or if you notice any areas of data protection or security we can improve upon.
- 9.17 Any deliberate or negligent breach of this policy by you may result in disciplinary action being taken against you in accordance with our disciplinary procedure.
- 9.18 It is a criminal offence to conceal or destroy personal data which is part of a subject access request (see below). This conduct would also amount to gross misconduct under our disciplinary procedure, which could result in your dismissal.

10 How to deal with data breaches

- 10.1 We have robust measures in place to minimise and prevent data breaches from taking place. Should a breach of personal data occur (whether in respect of you or someone else) then we must take notes and keep evidence of

that breach. If the breach is likely to result in a risk to the rights and freedoms of individuals then we must also notify the Information Commissioner's Office within 72 hours.

- 10.2 If you are aware of a data breach you must contact a member of the lead team immediately and keep any evidence you have in relation to the breach.

11 Subject access requests

- 11.1 Data subjects can make a '**subject access request**' ('SAR') to find out the information we hold about them. This request must be made in writing. If you receive such a request you should forward it immediately to your lead team member and CEO/MD/FD who will coordinate a response.
- 11.2 If you would like to make a SAR in relation to your own personal data you should make this in writing to your lead team member. We must respond within one month unless the request is complex or numerous in which case the period in which we must respond can be extended by a further two months.
- 11.3 There is no fee for making a SAR. However, if your request is manifestly unfounded or excessive we may charge a reasonable administrative fee or refuse to respond to your request.

12 Your data subject rights

- 12.1 You have the right to information about what personal data we process, how and on what basis as set out in this policy.
- 12.2 You have the right to access your own personal data by way of a subject access request (see above).
- 12.3 You can correct any inaccuracies in your personal data. To do so you should contact your line manager.
- 12.4 You have the right to request that we erase your personal data where we were not entitled under the law to process it or it is no longer necessary to process it for the purpose it was collected. To do so you should contact your line manager.
- 12.5 While you are requesting that your personal data is corrected or erased or are contesting the lawfulness of our processing, you can apply for its use to be restricted while the application is made. To do so you should contact your line manager.
- 12.6 You have the right to object to data processing where we are relying on a legitimate interest to do so and you think that your rights and interests outweigh our own and you wish us to stop.
- 12.7 You have the right to object if we process your personal data for the purposes of direct marketing.
- 12.8 You have the right to receive a copy of your personal data and to transfer your personal data to another data controller. We will not charge for this and will in most cases aim to do this within one month.
- 12.9 With some exceptions, you have the right not to be subjected to automated decision-making.
- 12.10 You have the right to be notified of a data security breach concerning your personal data.
- 12.11 In most situations we will not rely on your consent as a lawful ground to process your data. If we do however request your consent to the processing of your personal data for a specific purpose, you have the right not to consent or to withdraw your consent later. To withdraw your consent, you should contact your line manager.
- 12.12 You have the right to complain to the Information Commissioner. You can do this by contacting the Information Commissioner's Office directly. Full contact details including a helpline number can be found on the Information

Commissioner's Office website (www.ico.org.uk). This website has further information on your rights and our obligations.

Modern Slavery Policy

1. Overview and how we define Modern Slavery

1.1 Slavery, child labour and human trafficking are serious crimes and a violation of fundamental human rights. There are various forms of this 'Modern Slavery' which deprives victims of their liberty and usually involves financial exploitation.

1.2 At **Klarius Group** we conduct our business fairly, ethically and with respect to fundamental human rights. We are fully committed to the prevention of all forms of slavery, forced labour or servitude, child labour and human-trafficking, both in our business and in our supply chains. We will not tolerate it.

1.3 This policy does not form part of your contract of employment, and we reserve the right to amend this policy at any time.

1.4 You are required to read and comply with this policy if you work for, or on behalf of the Company in any capacity including as: an employee, director, officer, worker, consultant, volunteer, supplier or service provider.

1.5 The Company's CEO/MD is responsible for this policy and will de-facto act as our anti-slavery officer (ASO).

1.6 Failure to comply with this policy may result in disciplinary action, including dismissal, or termination of the contract between you and the Company. It could also involve other legal steps being taken against you.

2. Preventing slavery and human-trafficking in our business

2.1 The Company makes appropriate checks on all employees, recruitment agencies and suppliers, to know who is working for, or on behalf of us.

2.2 The Company provides every employee with a written contract of employment. We pay every employee in accordance with the law. We comply with our legal obligations to ensure the health and safety of all of our employees and workers, including in relation to working hours, rest breaks and holidays.

3. If you are one of our Suppliers

3.1 If you supply the Company with goods or services, you must assess your business and supply chains and confirm to us that you comply with your legal obligations, in relation to Modern Slavery, and are committed to ensuring there is no slavery, forced labour or servitude, child labour or human trafficking taking place in your business, or any of your supply chains.

3.2 If you breach this policy, or are found to have slavery or human-trafficking in your business, or knowingly in your supply chain, the Company may terminate the contract with you and pursue its legal remedies against you.

4. If you are an Employee or Worker providing services for us

4.1 You must immediately report any suspicions of Modern Slavery or human-trafficking in our business or supply chains to our ASO. Our ASO will investigate and report to our Board of Directors, within a reasonable time, on actions which may require to be taken.

4.2 You will not suffer any detrimental treatment as a result of reporting any genuine concerns, raised in good faith, under this policy. This applies, even if after investigation, they are found to be mistaken. If you believe that you have suffered any such treatment, you should immediately inform our ASO and if you are an employee, refer to our Grievance and Whistleblowing Policies.

Social Media Policy

1. Overview

- 1.1 This policy explains your responsibilities when you use social media, both on Company premises and in your own time.
- 1.2 This policy applies to all employees and anyone else working for the Company.
- 1.3 If you are an employee, this policy does not form part of your contract of employment, and we reserve the right to amend it at any time.
- 1.4 Your use of social media may, along with your wider use of Company IT resources, be monitored to make sure you are complying with this policy. Whenever you use our IT resources and systems, you give us your consent to monitor your activities.
- 1.5 If you breach this policy you may face action under our Disciplinary Policy. We may require you to remove any social media content that in itself breaches this policy and may invoke the Disciplinary Policy if you fail to do so. In addition, you could face legal proceedings if comments you post about the Company or named individuals are found to have harmed their reputation.

2. What is social media?

2.1 We define social media as any websites and applications that allow users to create and share content and/or take part in online networking. The most popular sites currently include the following (but this policy covers all social media):

- Facebook
- Twitter
- LinkedIn
- YouTube
- Google+
- Instagram
- Pinterest
- Flickr
- Tumblr
- Reddit.

2.2 This policy also covers personal blogs, any posts you might make on other people's blogs, and to all online forums and noticeboards.

3. Using social media at work

3.1 You must not use Company IT resources to access social media unless you need to do so as part of your job. You also must not use your own IT equipment — your personal phone, for example — to access social media during working hours except during authorised break times.

3.2 You must not post personal content on any Company social media account you are authorised to use. These accounts belong to us, and your access will be stopped if you abuse this policy in any way. If you leave the Company your access will also be stopped and we will ask for your user names and passwords. We may also ask for them at any other time and in either case you must supply them on request.

4. Your responsibilities when using social media

4.1 Always identify yourself and make it clear your opinions are your own and you are not speaking on the Company's behalf. You might consider doing this in a disclaimer. Use a personal email address, not your Company email address, and do not create a social media account that could be mistaken for a corporate account we have set up, or could set up.

4.2 It is your duty to protect the Company's interests and you must not publish anything that could directly or indirectly damage these or compromise our reputation. This includes when using your personal social media accounts. At all times the company requires that you comply with our values and behaviours. You must never speak on the Company's behalf on social media unless authorised to do so and you must always make sure anything you do post is accurate and lawful. Always get your colleagues' permission before posting images of them or any of their personal details.

4.3 You must take personal responsibility for your social media content. If you can be identified as working for the Company, you must make sure your profiles, and anything you post, fit with how we expect you to present yourself to business associates and colleagues. Be mindful that even if you do not name us as your employer, people who know you and where you work may still make an unwelcome association with the Company. If you are in any doubt about what is and is not acceptable, please talk to your manager.

4.4 You must always show respect to others when using social media and comply with our values and behaviours. You must never criticise the Company, our clients, suppliers, business associates, your colleagues or anybody else you come into contact with professionally. Our other Policies — in particular the Harassment and Bullying Policy and Equal Opportunities Policy — give guidance on the type of behaviour we consider unacceptable in the workplace, and we expect you to maintain the same high standards when using social media. Specifically, we will not tolerate any of the following:

- abusive or threatening language;
- sexually explicit language or images;
- unlawful or disrespectful comments;
- trolling (starting or pursuing arguments in an online community with the intention of disrupting normal discussions within that community);
- false or misleading statements;
- impersonating your colleagues or third parties; or
- inciting somebody to commit a crime.

If another Company employee is bullying, harassing or victimising you using social media, you must follow the process laid out in our Harassment and Bullying Policy

4.5 You are obliged to respect Company confidentiality at all times and not to use social media to comment on sensitive business matters, including — but not restricted to — the following:

- our intellectual property;
- our trade secrets;
- our current or future trading performance;
- any information intended for internal use only; or
- anything else that is not already in the public domain.

We also insist that you never use our logo, trademark, or other corporate artwork in anything you post or as part of any of your social media profiles.

4.6 You must remain aware at all times of the public nature of social media. Even content posted on a restricted forum can quickly be shared across other social media and you must assume that anything you publish anywhere will sooner or later reach the public domain. When you share content posted by others, remember that you may be seen as giving tacit approval to opinions that could bring the Company into disrepute.

4.7 You must never air grievances about the Company or any of its activities on social media. You should use our internal process if you want to make a complaint, raising it first with your manager. If the issue remains unresolved, you must then follow our Grievance Policy.

5. Other social media guidance

5.1 Always respect copyright and always check whether or not a third party's content is protected before you reuse or re-post it.

5.2 You are not allowed to add the details of business contacts you make while at work to any of your personal social media accounts.

5.3 The contact details of any business contacts you make while working for the Company belong to us and must remain confidential. When you leave the Company, you must give us this data and delete any copies you have, including any you have added to your social media accounts.

5.4 You should contact your lead team member if you find anything posted to a social media site that breaches this policy or otherwise brings the Company into disrepute.

Grievance Policy

1. Overview

1.1 This policy helps the Company ensure that complaints, concerns, and problems to do with employment are dealt with fairly, consistently and in accordance with our Values and Behaviours.

1.2 This policy applies to all employees, but does not form part of your contract of employment, and we reserve the right to amend this policy at any time.

1.3 You should only use this procedure to raise a grievance connected with your employment. Complaints made against you are dealt with under our Disciplinary Policy or Performance Improvement Policy as appropriate.

1.4 You should also look at our Harassment and Bullying Policy and our Whistleblowing Policy, both of which might be relevant.

2. Taking informal action

2.1 You should approach your manager before doing anything else, as we find most grievances can be resolved informally. If your grievance is about your manager — or you do not want to raise it with them for some other reason — you must instead notify their line manager or somebody else holding the same level of responsibility as your manager.

2.2 Should taking the informal approach not resolve your problem, you must use the formal procedure.

3. Taking formal action: First stage

3.1 You will need to set out the details of your complaint in writing. Include dates, names of individuals involved, and any other relevant facts, and tell us clearly that you want to lodge a formal grievance. It is helpful if you can set out any steps you have taken to resolve matters informally.

3.2 You must also explain clearly what you want to see the Company do. You could for example say: 'I want you to issue a warning to (the name of the individual you are complaining about)', or: 'I want you to change your policy on overtime working'.

3.3 Send or hand your written grievance to your line manager. If your line manager is part of your grievance, their line manager needs to receive your written complaint instead.

3.4 We will acknowledge receipt of your grievance in writing.

3.5 You must co-operate with us to ensure our investigation is fair and thorough. How we investigate will depend on the nature of your grievance. We will look at relevant documents and may interview you and/or take a statement from you and from other people able to provide information.

4. Taking formal action: Second stage

4.1 We will invite you to a meeting, as soon as possible of you lodging your grievance. The meeting is your opportunity to explain your problem and how you think we should resolve it, and we ask that you make every effort to attend.

4.2 You can bring a companion with you to the meeting — this will typically be a work colleague, a member of the works council or a trade union representative (full details in paragraph 6 below). You must let us know as soon as possible if either you or your companion is unable to attend the meeting and we will try to reschedule.

4.3 We may record the meeting, but we will not do so without telling you. You are welcome to record the meeting if you wish, but please tell us as we think it is discourteous to the managers involved for you to make a covert recording.

4.4 After the meeting, we will take any steps to investigate further that we consider appropriate. Sometimes this will involve looking at documents, or interviewing other people. We will not normally allow you to participate in this part of the investigation (for example, you will not normally be allowed to question other people directly). Sometimes, we may ask you for more information or for another meeting. And sometimes, we may think there is no need for any further investigation.

4.5 As soon as possible after the final meeting (this may be the first or the second meeting, depending on the circumstances) we will write to you with our decision and let you know if we plan to take any action to address your grievance.

5. Taking formal action: Third stage

5.1 You can appeal in writing within a week of us giving you our decision. You must address whomever is named in the letter you received telling you of our decision, and you must explain clearly why you are appealing. You should also give us any new evidence you may have acquired since the initial investigation was completed.

5.2 We will invite you to a meeting, usually within two weeks of you lodging your appeal. Wherever possible, the appeal meeting will not be led by the manager who held the original grievance meeting. You may be accompanied by a trade union representative or work colleague, in line with the process outlined in paragraph 6 below.

5.3 The Company's final decision will be sent to you in writing. We try to do this as soon as possible after the appeal hearing. You do not have any further right to appeal against our decision.

6. Your right to be accompanied

6.1 You are entitled to be accompanied by a colleague, a works council member or trade union representative at any meeting called under this policy.

6.2 If you want to exercise this right, you should tell us as soon as possible who you want to accompany you. It is your responsibility to arrange for them to attend. If you choose a work colleague, we will not prevent them from attending, but we may rearrange the meeting if their absence from work causes operational problems.

6.3 Your colleague, works council member or trade union representative can, if this is your preference, explain the key points of your grievance at the meeting and can respond on your behalf. You can also confer with them during the meetings. They must not however answer questions put directly to you or try to prevent the Company asking questions or outlining its views.

Equal Opportunities Policy

1. Overview

1.1 This policy covers all aspects of how you are treated by the Company and everybody who we employ. Matters it covers include (but are not restricted to) the following:

- pay and conditions of employment;
- training and continuing professional development;
- recruitment processes;
- promotion policies;
- procedures for appraisals;
- procedures for addressing grievances and disciplinary matters;
- ending the employment contract;
- providing outgoing employees with references;
- how visitors are treated;
- how clients and suppliers are treated; and
- how any other business contacts and associates are treated.

1.2 This policy applies to all employees, apprentices, consultants, officers, contractors, interns, volunteers, job applicants, agency and casual workers. We reserve the right to amend it at any time.

1.3 If you are an employee, this policy does not form part of your contract of employment.

1.4 You should read this policy in conjunction with our Harassment and Bullying Policy, and our Grievance Policy.

2. Our equal opportunities commitment and aims

2.1 We will not tolerate discrimination or harassment, and are fully committed to promoting equal opportunities in employment. Our staff and anyone applying for a job with the Company will receive fair and equal treatment.

2.2 We ensure, where possible, full access to everyone applying for a vacancy. Decisions concerning transfers and internal promotions are made so far as possible using only objective criteria.

2.3 We will never victimise anyone who makes a legitimate complaint to us about harassment or discrimination.

2.4 This policy is underpinned by the following further commitments and aims in accordance with our values and behaviours:

- a working environment free from all forms of unlawful discrimination, including victimisation and harassment;
- a workplace capable of allowing everyone to achieve their highest potential, where individuals are also willing to give their best;
- a Company-wide understanding of the message promoted by this policy;
- a commitment to ensuring all staff understand their rights and responsibilities under the policy — if you are not sure what we consider acceptable and unacceptable, you should seek clarification from your lead team member;
- a policy of ensuring employment opportunities are open to all qualified candidates, so that we recruit from the largest possible pool of available talent and recruit the best-qualified staff;
- a commitment to creating a workforce based on ability, that also reflects the multicultural composition of the Company's local community;
- a commitment to update this policy if we think it has become outdated, or circumstances suggest to us that it requires updating;
- a commitment to protecting staff, wherever possible, from being victimised or treated less fairly if they make a complaint in good faith under this policy.

3. How the law defines discrimination

3.1 The following list gives you a general description of the types of acts that may both breach this policy and be unlawful. Sometimes actions can be intentional, and sometimes unintentional. We include examples of both types in this list:

- **direct discrimination:** this is when somebody is treated less favourably because of a protected characteristic than somebody else has been, or would have been, in identical circumstances.

Examples: rejecting a job applicant because of their race, or refusing to promote someone because they are pregnant.

- **indirect discrimination:** this is when a group of people with one of the protected characteristics (subject to a couple of exceptions) is put at a disadvantage by a provision, criterion or practice applied to all staff unless the treatment is justified for a good business reason.

Examples: refusing a request to work part-time without a good business reason (which indirectly discriminates against women, who are more likely to have childcare responsibilities); insisting all staff work Saturdays without a good business reason (which indirectly discriminates against Jewish employees, who may not be able to work on the Jewish Sabbath)

- **harassment:** this is when a hostile, humiliating, degrading, intimidating or similarly offensive environment is created in relation to a protected characteristic. We also consider it harassment for a worker to be subjected to unwanted conduct related to a protected characteristic that — as an intended or unintended consequence — violates their dignity.

Examples: name calling, lewd comments, excluding colleagues, making insensitive jokes, and displaying pornographic material are all examples of harassment. We deal in detail with harassment under our separate policy on harassment and bullying; and

- **victimisation:** in a legal context, ‘victimisation’ has a much more restricted meaning than in real life. It occurs when a worker has complained about harassment or discrimination, or supported a colleague in their complaint, and is then treated less favourably as a result.

Examples: an employee who is ‘sent to Coventry’ because they spoke up on behalf of one of their colleagues in a harassment investigation, or an employee who is dismissed under a pretext because they, themselves, have complained of discrimination.

3.2 The ‘protected characteristics’ are:

- age;
- race (which includes colour and ethnic/national origin);
- disability;
- religion or belief;
- sex;
- gender reassignment;
- pregnancy or maternity;
- sexual orientation; and
- marital or civil partnership status.

3.3 There are other actions which can be unlawful under the equal opportunities legislation. Examples include:

- failure to make reasonable adjustments to minimise certain disadvantages suffered by a disabled employee (or job applicant);
- instructing another person (or applying pressure on them) to discriminate;
- knowingly assisting somebody else when they carry out a discriminatory act;
- discriminating against somebody believed to have a protected characteristic, whether or not they actually do, or because they associate with a third party who does.

4. How we carry out our responsibilities and duties

4.1 Both management and staff are essential for ensuring the success of this policy and each has their own duties and responsibilities. We all have a legal responsibility to comply, and any of us — management and staff — may be found personally liable for unlawful discrimination if we breach the terms of this policy.

4.2 Overall responsibility for the effective implementation and operation of the policy lies with management, specifically with the board of directors. Everyone working at managerial level is expected to act in full accordance with this policy, lead by example, and attain and maintain appropriate standards of behaviour within the teams they manage.

4.3 The ethos and standards covered by this policy can only be achieved and maintained if all staff also cooperate fully, and it is important to understand that you also have a legal responsibility to comply. If you breach this policy, you may also make the Company liable for your actions and both of us may have to pay compensation to anyone who claims against us.

We accordingly expect you to take personal responsibility for adhering to this policy's aims and commitments and for drawing any breaches to our attention.

4.4 We also encourage all staff to take part in promoting equal opportunities across the Company. Please contact your lead team member or works council member if you have any ideas about how we could do this better, or you would like to be more involved in achieving this policy's aims.

5. How we recruit, promote, and make other selections

5.1 We carry out all recruitment, promotion and other types of selection procedures, such as for redundancy exercises, on the basis of merit, using non-discriminatory and, as far as possible, objective criteria.

5.2 Advertisements for vacancies must not include wording that may discourage some groups of people from applying, or stereotype in any way, and they must be placed where they can reach as wide and diverse a pool of potential candidates as possible.

5.3 Nobody applying for employment with the Company must be asked about their health, attendance record, or whether they have a disability before a job offer is made, except in very limited situations. It may, for example, be justifiable to ask whether the applicant needs any disability-related measures put in place for the interview, or to check that they are capable of carrying out a key part of the job. It is acceptable to make some job offers dependent on a medical examination.

5.4 It is unlawful to ask job applicants anything that might suggest intent to discriminate on the grounds of a protected characteristic. Asking an applicant about their religion for a job entailing weekend working would not, for example, be permissible.

5.5 Including health or disability questions in equal opportunities monitoring exercises is acceptable, but the data gathered must not be used for selecting someone for a role, or other employment-related decisions.

6. How we enforce this policy and handle breaches

6.1 We investigate any complaint or allegation you raise regarding a potential breach of this policy, and if you believe you have been harassed or discriminated against you should contact your lead team member as soon as possible. If you want to take formal action, you will need to follow our grievance procedure and read our policy on harassment and bullying.

6.2 You will face disciplinary action if we find you have harassed or discriminated against anyone else in breach of this policy. Sometimes this type of behaviour may amount to gross misconduct, in which case you will be dismissed without notice and with no payment in lieu of notice.

6.3 Occasionally, people make complaints knowing them not to be true. They might do this to avoid or deflect disciplinary action, for example. We view any complaint made in bad faith as an act of misconduct and this will normally lead to disciplinary action. In some cases, bad faith complaints may lead to summary dismissal for gross misconduct.

7. How we monitor whether the policy is working

7.1 We may record and analyse information about equal opportunities within the workplace, and when you join the Company you give us consent to gather and process this data about you. We use the information to make sure this policy is operating properly and refine it, to review the composition of the workforce, and to promote workplace equality.

Harassment and Bullying Policy

1. Overview

1.1 This policy applies to all employees, apprentices, consultants, officers, contractors, interns, volunteers, job applicants, agency and casual workers. If you are an employee, this policy does not form part of your contract of employment. We reserve the right to amend it at any time.

1.2 You should read this policy in conjunction with our Equal Opportunities Policy, Grievance Policy and Values and Behaviours statement.

1.3 We want to provide a working environment free from harassment, bullying and intimidation. This policy applies in the following contexts:

- anywhere on the Company's premises;
- anywhere off the Company's premises during work-related social events, business events or business trips.

1.4 Taking part in any of the following behaviour will lead to action under our Disciplinary Policy, and this may lead to your dismissal for misconduct or gross misconduct:

- harassing or bullying anyone else (as defined in paragraphs 2 and 3 below);
- threatening anyone who raises a harassment or bullying complaint;
- retaliating against anyone who raises a harassment or bullying complaint;
- making allegations maliciously or in bad faith; and/or
- giving false or intentionally misleading information during any investigation.

1.5 Before you raise a complaint, you need to remember that the Company has a duty to protect all employees, workers and job applicants. That means that if you change your mind after complaining — even informally or in confidence — we may choose to investigate anyway. We will, however, not do so without talking to you first.

1.6 You should never be victimised or treated less favourably if you raise a harassment or bullying complaint, and you must inform your manager as soon as possible if you believe you have been subjected to this type of treatment.

1.7 If you are concerned about your own observations regarding the treatment of another, then sometimes the best approach is for you to challenge the behaviour or speak to your line manager informally regarding your concerns.

2. What is harassment?

2.1 Our definition of harassment relates to behaviour connected to what is termed a 'protected characteristic' (please see our Equal Opportunities Policy for the definition of this phrase).

2.2 We define harassment as any situation where a worker is subject to uninvited conduct that — as an intended or unintended consequence — violates their dignity in connection with a protected characteristic.

2.3 We also define harassment as behaviour that creates a hostile, humiliating, degrading or similarly offensive environment in relation to a protected characteristic. Name calling, lewd comments, excluding colleagues, making insensitive jokes, and displaying pornographic material are all examples of harassment.

2.4 Physical, verbal and non-verbal conduct can all amount to harassment. So can things you say or do online, especially on social media. This policy covers isolated or ongoing incidents of offensive behaviour. When someone treats another person less favourably because they either submit to such behaviour or refuse to do so, we also see that as harassment.

2.5 The impact on the victim is very important. People's behaviour can amount to bullying or harassment even if they had no idea it would be perceived that way.

3. What is bullying?

3.1 We define bullying as any behaviour (including behaviour perpetrated on social media) that leaves the victim feeling threatened, intimidated, humiliated, vulnerable or otherwise upset. There is no need to demonstrate a connection with a protected characteristic to establish a bullying allegation.

3.2 As with harassment, physical, verbal and non-verbal conduct can all amount to bullying. It can take various forms, from extreme behaviour involving violence and intimidation, through to subtle actions such as deliberate exclusion, e.g. 'sending someone to Coventry'.

3.3 Constructive criticism about your behaviour or performance from your manager or colleagues is not bullying. It is part of normal employment and management routine, and should not be interpreted as anything different.

4. How we deal with harassment and bullying

4.1 Many issues can be resolved informally. Before you use this formal procedure, it's sometimes a good idea to speak with whomever you feel is harassing or bullying you and explain that their behaviour is unwelcome, inappropriate, or it upsets you. Surprisingly often, they might not realise that their behaviour is having that effect on you (e.g. they might have thought of it as 'banter' and have had no idea that it was upsetting or inappropriate).

4.2 Sometimes it is difficult to speak with the perpetrator directly, in which case you should talk to your manager informally and in confidence. Should the issue be with your manager — or there's another reason you would prefer not to discuss it with them — you should instead speak to their line manager or a director of the Company.

4.3 If resolving the issue informally proves impossible, you should follow our Grievance Policy. We will treat your complaint in confidence, as far as is possible, and if we find that you have been the victim of harassment or bullying, we will take steps to stop it continuing or recurring. Sometimes, if we think it necessary, we may need to separate you from the person you complain about while we investigate. If that involves moving you on a temporary basis, or even asking you to stay at home while we investigate, it is not a pre-judgment of your complaint. It is simply us trying to stop things getting worse during the investigation.

4.4 Should we decide that your complaint cannot be substantiated, we will explain why. Either way, we will look at ways of addressing your relationship with the person you accused. We may, for example, change your work pattern or theirs, or suggest counselling or mediation.

5. Protecting confidentiality

5.1 Harassment and bullying allegations can raise strong feelings and are always serious, which is why both the Company and the accuser have an obligation to maintain confidentiality as far as possible. This applies at every stage, including the investigation and the outcome.

5.2 If you make a harassment or bullying complaint and fail to maintain proper confidentiality at any time during the process, or you are interviewed in connection with someone else's complaint and likewise fail to maintain confidentiality, you may face action under our disciplinary procedure and this could lead to dismissal for misconduct or even gross misconduct.

Maternity and Family Friendly Policy

1. Overview

1.1 This policy covers the Company's procedures for all types of family-related leave and pay, and it includes details of your statutory rights. This is our most complicated policy, not because we set out to make things complicated, but because the law is very detailed on maternity and family friendly rights. This policy summarises the law, but if there's anything in here which differs from legal requirements, the statutory provisions will always take precedence.

1.2 This policy does not form part of your contract of employment, and we reserve the right to amend it at any time.

1.3 This policy applies to all employees. Self-employed contractors and other workers are not covered.

1.4 Most of the rights set out in this policy apply to each pregnancy, not each baby. So (for example) the periods of leave are the same whether you have one baby or twins.

1.5 We use acronyms throughout this policy. They are explained the first time they are used, and for convenience are set out in the glossary at the end.

2. What happens during pregnancy?

2.1 To take maternity leave and be paid Statutory Maternity Pay ('SMP'), we need you to give us the following information in writing before the end of your Qualifying Week (the 15th week before the Expected Week of Confinement – see glossary):

- you must confirm that you are pregnant;
- you must give us the date of the week — starting on a Sunday — that your baby is due;
- you must give us the date you want your maternity leave to begin; and
- you must give us the date when you will start claiming SMP.

2.2 Although you are not obliged to tell us that you are pregnant before the end of your Qualifying Week, we would appreciate it if you could tell us earlier. This gives us more time to plan, and also gives us the chance to think about any health & safety matters that may arise.

2.3 We need a form MATB1 from you as soon as possible. Your midwife will normally give it to you automatically at the first antenatal appointment after your 20 week scan, or you can get a copy from your GP surgery. It must be signed by your doctor or midwife and confirm the date your baby is due.

Antenatal appointments

2.4 You are entitled to paid time off for antenatal appointments during working hours. We ask for as much notice as possible, and we may want to see confirmation of your pregnancy and an appointment card for all but the initial appointment.

2.5 If you have what is known as a 'qualifying relationship' with a pregnant woman or the unborn child, you are entitled to unpaid time off to accompany her to a maximum of two antenatal appointments. This applies to each pregnancy. A 'qualifying relationship' is one where you are:

- the baby's father
- the pregnant woman's spouse
- the pregnant woman's partner.

We expect you to give us as much notice as possible. Legally, you are only entitled to 6.5 hours off work for each appointment (which includes travelling and waiting time), but if you need more time, please discuss it with us. To attend any further appointments, you will need to request time off as holiday (which will be managed as laid out in our holiday policy) or unpaid leave.

You must provide a signed statement showing the date and time of each appointment. It must also confirm that:

- you are eligible under the 'qualifying relationship' criteria;
- the time off is solely to accompany the woman to her appointment; and
- a doctor, midwife, or nurse has advised that the woman needs the appointment.

2.6 You may be entitled to time off to attend up to two antenatal appointments if you are having a child by surrogate. For guidance, ask your line manager.

3. What happens during maternity leave?

3.1 You can decide when you want your maternity leave to begin, as long as it's not earlier than the 11th week before your Expected Week of Confinement ('EWC'), i.e. the week in which you are expected to deliver your baby.

3.2 We will write to you within 28 days of you telling us that you are pregnant, to tell you when your maternity leave will end (if you take your full entitlement).

3.3 You can change the start date for your maternity leave as long as we have the new date in writing at least 28 days before the earlier of the original or revised date. We will write to you within 28 days of you giving us the new date to tell you when your maternity leave will now end (if you take your full entitlement).

3.4 You are entitled to 52 weeks' maternity leave (consisting of 26 weeks' 'ordinary' maternity leave and 26 weeks' 'additional' maternity leave — your rights differ during the additional maternity leave, as set out in this policy). This is your right regardless of how long you have worked for the Company or how many hours you work.

3.5 Your maternity leave may start earlier than the date you wanted if you are off work because of your pregnancy at any time in the four weeks leading up to your EWC. Maternity leave will also start early if your baby is born before your preferred start date.

3.6 If you and your spouse or partner are both eligible, you may want to use the Shared Parental Leave ('ShPL') scheme so that you have more flexibility around your childcare in the first year after birth (see section 7). However, no woman is allowed to come back to work for the two weeks immediately after her baby is born or four weeks for women working on the shop floor. This is called 'compulsory maternity leave'.

3.7 We may contact you from time to time while you are on maternity leave — for example to discuss arrangements for when you return, possible internal job vacancies, or qualification expiry dates. If you'd prefer us not to contact you, please tell us.

3.8 You may also be offered up to 10 days' work while you are on maternity leave at a rate of pay agreed in advance. These are sometimes used for purposes such as keeping a qualification valid, key meetings, corporate training days, appraisals or consultation meetings. You do not have to come to them if you don't want to. Your decision whether or not to work some or all of them will not affect your right to maternity leave and SMP. These are known as Keeping In Touch days (also known as KIT days).

3.9 You will continue to receive benefits due to you under your employment contract while on maternity leave. Except for terms relating to pay, all your normal terms and conditions will apply and you will continue to accrue holiday entitlement. If you are due any holiday before your maternity leave begins, you should try to take it where practical.

4. How much is my maternity pay?

4.1 You may be entitled to SMP if you have at least 26 weeks' service with the Company by the end of the Qualifying Week (so, broadly, if you've been with the Company for just over nine months by the time the baby is due). Whether or not you qualify then depends on whether:

- your average weekly earnings are at or above the National Insurance Lower Earnings Limit;
- you are able to give at least 28 days' notice that you intend taking maternity leave (or as much notice as you can);
- you are still pregnant, or have already had your baby, 11 weeks before the EWC.

We calculate average weekly earnings during the eight weeks that end with the Qualifying Week.

4.2 You will receive SMP for up to 39 weeks. This will be paid at 90% of your average weekly earnings for the first six weeks, and paid at the standard SMP rate for the remaining 33 weeks. The standard rate is set by the government, and we will tell you how much you will receive. We will pay SMP at 90% of your average weekly earnings for all of your maternity leave, if your average weekly earnings fall below the standard rate.

4.3 We will deduct tax and National Insurance contributions from your SMP in the same way as we do from your regular salary.

5. What happens when I return to work?

5.1 There is no need to let us know if you intend returning to work at the end of your full 52 weeks' maternity leave. However, if you want an earlier return date you must give your manager at least eight weeks written notice. We may delay your return to work by up to eight weeks — or the end of your maternity leave if that's earlier — if you fail to inform us of your revised plans.

5.2 You are entitled to take up the same job you had before going on maternity leave if you return to work immediately after your ordinary maternity leave ends (i.e. at the end of the first six months' maternity leave). Should you instead return after taking additional maternity leave (i.e. in months 7-12), you may be offered a similar job if it is not reasonably practical for you to resume your previous role. Your terms and conditions will be unchanged.

5.3 When you return after maternity leave, you will meet your manager to discuss what has happened in your absence. You will also have the opportunity to talk about other matters, such as expressing milk during working hours.

5.4 You must tell us in writing as soon as possible, if you decide not to return at all after maternity leave and give notice as required under your employment contract.

5.5 Please refer to the Flexible Working Policy if you wish to make a flexible working request. It would be helpful if you could make any request as early as possible to allow us time to properly consider it.

5.6 If your job is one that has been identified as posing a risk to your health and safety as a new mother or because you are breastfeeding, we will notify you and take measures to eliminate all risks. This also applies to women during pregnancy. If you have any concerns about your health and safety, you should speak to your manager.

6. How do I claim paternity leave?

6.1 You are entitled to a maximum of two weeks' statutory paternity leave. This must be taken after the birth to care for the child and/or support the mother. You can take a single week's paternity leave or two consecutive weeks, but not separate weeks or as odd days.

6.2 You must take your paternity leave within 56 days of the child's birth. Where the baby is born early, paternity leave must be taken within 56 days of the date it was due.

6.3 To qualify, you must have worked for us for at least 26 weeks by the end of the 15th week before the EWC. You must also:

- be the biological father and have the main responsibility with the mother for the child's upbringing; or
- be the mother's partner and expect to have the main responsibility with the mother for the child's upbringing; or
- be the biological father and have some responsibility for the child's upbringing.

6.4 You must tell us in writing by the end of the Qualifying week (or as soon as possible):

- the EWC;
- whether you would like to take one or two weeks' paternity leave; and
- when you would like it to start. You can change this date by giving us 28 days' notice (or as much as you can).

6.5 While you are on paternity leave, all the terms and conditions not relating to pay in your employment contract will apply. When you return, you have the right to the same job with the same terms and conditions as you had before your paternity leave began.

7. How much is my paternity pay?

7.1 During your paternity leave rather than you claiming only statutory paternity pay the company will top up and pay you enhanced paternity pay such that the total sum will be calculated at the rate of 90% of your average weekly earnings. Tax and National Insurance contributions are deducted in the usual way.

8. How do I qualify for Shared Parental Leave?

8.1 If you want more flexibility in the first year after your baby is born, you and your partner may want to consider Shared Parental Leave instead of just taking maternity and paternity leave. Provided that you are both eligible, ShPL allows you to split the available leave between you, so that you can be off work at the same time or consecutively.

8.2 There is a total of 52 weeks of ShPL available, less any weeks the mother has either been on maternity leave (including the compulsory period) or receiving SMP or Maternity Allowance ('MA') if she is not entitled to maternity leave. ShPL is additional to paternity leave.

8.3 You or your partner may be eligible for ShPL if:

- you are the mother and share the main childcare responsibility with the child's father or your partner; or
- you are the father and share the main childcare responsibility with the child's mother; or
- you are the mother's partner and share the main childcare responsibility with the mother in place of the father; and
- you have worked for us for at least 26 continuous weeks by the end of the Qualifying Week and you will still be employed by us before you take ShPL; and
- the other parent has worked at least 26 of the 66 weeks before the EWC — this can be as an employee or self-employed — and had weekly earnings averaging at least £30 during 13 of the weeks; and
- you and the other parent fulfil the notice and other requirements detailed below.

8.4 The child's mother cannot start ShPL until the end of the compulsory maternity leave period. This is usually two weeks after birth.

8.5 The child's father, or the mother's partner, may consider using their two weeks' paternity leave before starting ShPL as once ShPL starts, any paternity leave not already taken is lost.

9. What paperwork is needed to claim ShPL?

9.1 You must tell us in writing at least eight weeks before you intend your ShPL to begin that you want to opt in to the ShPL scheme. We will also need to know:

- your name and the other parent's name;
- the start and end dates of the mother's maternity leave (or the SMP or MA start and end dates if she is not eligible for maternity leave);
- how many weeks of ShPL is available — that is, 52 weeks less maternity leave, SMP or MA already taken by the mother or due to be taken;
- how many weeks ShPL you will take and how many the other parent will take — you can change this by telling us in writing and you do not have to take your full allowance;
- the total Statutory Shared Parental Pay ('ShPP') available — that is, 39 weeks less the number of weeks of SMP or MA already taken or due to be taken;
- how many weeks of the ShPP available is to be allocated to you and how many to the other parent — you can change this by writing to us, and you do not need to use all your allocation;
- the pattern of leave you want to take, with start and end dates for each block of leave — although this is not binding, it will help us if you give us as much information as possible; and
- that you and the other parent are both eligible to claim ShPL and ShPP — we will need signed declarations from both of you.

9.2 If you are the child's mother, you must give us at least eight weeks' notice in writing ending your maternity leave. We need this curtailment notice at the same time as you supply the ShPL opt-in notice and you cannot take ShPL unless we have it. In the notice, you must tell us the date your maternity leave will end, which must be at least two weeks after the baby is born.

9.3 If your partner is the one taking ShPL, we need a written declaration that their employer has received an opt-in notice and all the necessary declarations have been made. They may be able to take ShPL from their employer before your maternity leave ends, but only if we have received your curtailment notice.

9.4 Curtailment notices are binding and can only be revoked if your maternity leave has yet to finish and you meet one of these conditions:

- you find out that neither you nor the other parent is eligible for ShPL or ShPP — in this case you can revoke the curtailment notice by writing to us any time up to eight weeks after it was given; or
- the curtailment notice was issued before the birth and you are revoking it in writing during the six weeks after the birth; or
- the child's other parent has died.

9.5 You cannot opt back into the ShPL scheme after you revoke a curtailment notice except if the notice was given to us before the birth and it is revoked in writing during the six weeks following the birth.

9.6 If the mother is still on maternity leave or claiming SMP or MA, you as the partner will be unable to start ShPL until she

- has returned to work; or
- has given a curtailment notice to her employer to finish her maternity leave; or
- has given a curtailment notice to her employer to finish her SMP; or
- has given the benefits office a curtailment notice ending her MA.

9.7 We may also ask you to provide the following:

- a copy of your child's birth certificate or a signed declaration of the date and place of birth if you have yet to get the certificate; and
- contact details for the other parent's employer, or a declaration that they do not have an employer.

10. How do I organise ShPL?

10.1 Once you have opted into the ShPL scheme, you need to give us a 'period of leave' notice to book your time off. You can give us this at the same time as your opt-in notice or at any other time, as long as it is at least eight weeks before the first period of ShPL begins.

10.2 On the 'period of leave' notice you can either give us specific dates or the number of days after the birth that you want ShPL to start and finish. You may prefer the second option if the father plans taking paternity leave as soon as the baby is born and wants ShPL to run on from it. You must take ShPL in blocks of at least one week at a time.

10.3 You are automatically entitled to take a single continuous block of ShPL (but we will consider any request for separate blocks of ShPL as detailed in the following paragraphs).

10.4 You may lodge up to three 'period of leave' notices, which may allow you to take up to three separate ShPL blocks with periods at work in between. If you later reschedule or cancel one of the blocks, it nevertheless counts towards your three notices.

10.5 To make it easier for us to consider allowing you to take ShPL in more than one block, you should discuss your requirements with your manager as early as possible before you submit your formal 'period of leave' notice.

10.6 If you want separate blocks of ShPL, you must give us details of the pattern you want to follow in your 'period of leave' notice. Once we have received this, we will either agree immediately or we will start a discussion period with you which will last for two weeks. If we reach agreement, we will confirm this in writing before the end of the two-week period. If we fail to agree, you can take all the ShPL you asked for in one continuous block, beginning on the start date you gave us in your notice. For example, if you asked for three separate three-week periods, you can combine them into one continuous 9-week leave period.

10.7 The other way we can approach this is if you agree to the following:

- choosing a new start date and telling us what it is within five days of the two-week discussion period ending. The new date has to be at least eight weeks after the start date of the first of the blocks you asked for; or
- withdrawing the notice and informing us within two days of the two-week discussion period ending. This will not be counted as a 'period of leave' notice and you are free to submit a fresh one.

10.8 If you need to cancel a period of ShPL, you must put your request in writing at least eight weeks ahead of the relevant block start date.

10.9 If you want to change a start date, you must put your request in writing at least eight weeks before whichever is the earlier of the original and new start dates. Similarly, you can change the end date if you inform us at least eight weeks before whichever is the earlier of the original or new end dates.

10.10 If you want to combine blocks of ShPL into one continuous period, you will need to give us the new start or end date, whichever is relevant.

10.11 If you want to split a continuous period of ShPL into two or more periods separated by periods at work, you will need to tell us the new start or end date. We may not be able to agree, but are prepared to approach your request as if you had asked for separate blocks of ShPL in the first place.

10.12 If you submit a notice to change or cancel a block of leave, we will count this as one of your three 'period of leave' notices. There are three exceptions to this rule, which are:

- if the change is because your baby was born earlier or later than the EWC;
- if you cancel a request for separate blocks of leave within two days of the two-week discussion period ending; or
- we ask you to make the change.

11. What happens during ShPL?

11.1 If your baby is born before the beginning of the EWC, we may allow you to start ShPL during the eight weeks following birth despite you being unable to give us eight weeks' notice. To enable us to do so, we need to apply the following rules:

- if your 'period of leave' notice gave us a set date within the 8 weeks following the EWC for your ShPL to start, you can move the date forward by the same number of days as long as you write to tell us as soon as possible;
- if you want to take ShPL in the eight weeks following birth and your baby arrives early, you will need to give us your opt-in notice and 'period of leave' notice as soon as possible.

11.2 If you had a start date of a set number of days — rather than a set date — after the birth in your 'period of leave' notice, you do not need to do anything.

11.3 You will continue to receive benefits due to you under your employment contract. Except for terms relating to pay, all your normal terms and conditions will apply and you will continue to accrue holiday entitlement.

11.4 If you are due any holiday, you should discuss with your manager when to take this before starting ShPL, and if you are the mother you should try to take any holiday due to you before your maternity leave begins.

11.5 We may need to contact you from time to time while you are on ShPL leave — for example to discuss arrangements for when you return.

11.6 You may also be asked to work during ShPL for up to 20 days. These are known as SPLIT (shared parental leave in touch) days. This includes training and — if you are a woman — is in addition to the 10 Keeping In Touch days you have the option to work during your maternity leave. You are not obliged to work any of these days, but if you do, you will be paid at a rate agreed with your manager. This also applies if you ask us to work any of the 20 days.

12. What happens when I return to work?

12.1 You must give us eight weeks' notice in writing if you want to end a ShPL period early and provide the new return-to-work date. You will be unable to end your ShPL early without our agreement if you have already used your three 'period of leave' notices.

12.2 If you have unused ShPL entitlement and want to extend your leave, you must tell us in writing by submitting a 'period of leave' notice at least eight weeks before the date you had intended returning to work. You will be unable to extend your ShPL without our agreement if you have already used your three 'period of leave' notices. Instead you may be able to take annual leave or ordinary parental leave.

12.3 You are entitled to take up the same job with the same employment terms you had before going on ShPL. However, under certain circumstances it may not be reasonably practical for you to resume your previous role and we may place you in another appropriate post with no less favourable terms and conditions. This will only apply if:

- your ShPL plus any maternity or paternity leave taken amounts to more than 26 weeks, irrespective of whether or not it was taken consecutively; or
- your ShPL was taken consecutively, before or after more than four weeks of ordinary parental leave.

13. Can I claim statutory Shared Parental Pay?

13.1 If you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week, you may be able to claim Statutory Shared Parental Pay for up to 39 weeks. We will pay this at the rate set annually by the government, less any SMP or MA already claimed by either you or your partner. Your average earnings must be not less than the lower earnings limit set each tax year for you to qualify.

13.2 When you give us your 'period of leave' notice (or notices), you must notify us that you intend to claim ShPP while you are on ShPL. You can also write to us at least eight weeks before the date you want us to start paying your ShPP if you have not already told us in a 'period of leave' notice.

14. What is ordinary parental leave?

14.1 Ordinary parental leave can be taken at any time until a child's 18th birthday and comprises 18 weeks' unpaid leave per child.

14.2 If you have responsibility for a child, you are entitled to take parental leave. Those eligible include the registered father and anyone else with formal parental responsibility for the child.

14.3 You must have worked for us for at least a year before you can take parental leave, already have — or expect to have — responsibility for a child, and intend using the leave only to care for the child or otherwise spend time with him or her.

14.4 You can take up to four weeks of ordinary parental leave per child, per year, in blocks of a single week or more. You cannot take less than a week at a time, unless the child is disabled.

14.5 You need to give your manager 21 days' notice that you intend to take parental leave. We will always try to accommodate your request, but may have to rearrange your dates if your absence would disrupt our business by, for example, leaving us short-staffed. If your leave has to be postponed, we will tell you why in writing within seven days of your request and provide you with new start and end dates.

14.6 We are unable to postpone parental leave if you have asked us for it to start immediately after a child's birth or adoption. We are also unable to postpone parental leave beyond six months or beyond the child's 18th birthday.

14.7 Your employment contract and all its terms and conditions remain in force throughout ordinary parental leave, other than the fact that it is unpaid. Your holiday entitlement continues to accrue in the normal way.

15. What happens if I am adopting a child?

15.1 You are entitled to time off to attend an adoption appointment. This is an appointment arranged by an adoption agency, usually for you to get to know the child who will be placed with you, but sometimes for other reasons related to the adoption.

15.2 If more than one child is being placed with you at the same time, we treat this as one adoption and will not give you time off to attend additional appointments. Time off for this type of appointment must be taken before any child is placed with you.

15.3 You may attend up to five appointments per adoption, on paid time off if you are adopting on your own or will be the primary adopter. You may attend up to two appointments, on unpaid leave, if you are the secondary adopter.

15.4 You are entitled to take up to 6.5 hours for each appointment. This includes travelling and waiting time. We will need a signed statement with details of the time and date of the appointment as well as confirmation that:

- the adoption agency has arranged or requested the appointment;
- you are either adopting the child on your own or jointly with someone else; and
- you are electing to take either paid or unpaid time off work if you are adopting jointly.

15.5 It is sometimes necessary to ask you to rearrange an appointment, and we reserve the right to refuse a request for a particular day or time in exceptional circumstances. We will however never do this without good reason.

16. Can I claim adoption leave and pay?

16.1 We have similar arrangements in place for adoption as we do for maternity leave and pay. You should ask your line manager for full details.

16.2 You may be entitled to adoption leave if you are having a baby by a surrogate mother. Your line manager will be able to explain the process.

16.3 You may also be eligible for ShPL and ShPP if you are adopting or having a child by a surrogate mother. Again, ask your line manager for more information.

17. Glossary

This is a glossary of the acronyms used in this policy:

- EWC — Expected Week of Confinement, or the week in which a pregnant woman is due to deliver
- Qualifying week — the 15th week before the EWC
- MA — Maternity Allowance
- SMP — Statutory Maternity Pay, the legal minimum women are entitled to receive while on maternity leave
- KIT – Keeping In Touch days
- ShPL — Shared Parental Leave, the scheme under which a mother can share leave with somebody else (usually the father) by opting out of the statutory maternity leave scheme
- ShPP — Statutory Shared Parental Pay, a payment similar to SMP but paid to the mother and her partner while they are on ShPL.

Employee Request For Flexible Working Policy

1. Overview

- 1.1 This policy explains how to make a flexible working request to the Company. It explains what flexible working means and how it can be used to help employees to achieve a balance between their work and home life and also help managers to organise work around business and customer needs.
- 1.2 This policy does not form part of your contract of employment and we reserve the right to amend this policy any time.
- 1.3 This policy applies to employees with at least 26 weeks' service only.
- 1.4 We encourage you to have an informal discussion with your line manager about flexible working before submitting a formal request.

2 What is flexible working?

2.1 Flexible working might involve reducing or varying your hours, the days that you work, or changing the location of where you work. Options are varied and can include:-

- Part-time working;
- Term-time working;
- Annualised hours;
- Compressed hours;
- Flexitime;
- Home-working; and
- Job-sharing.

3 Business needs

3.1 We recognise the benefits of flexible working and will genuinely and seriously consider all flexible working requests in a reasonable manner. However, we will need to balance the request against its effect on the business, the needs of the Company and the impact on other staff.

4 Eligibility

- 4.1 Any employee with at least 26 weeks' service with the Company can make a request for flexible working by law.
- 4.2 An eligible employee may submit one flexible working request in a 12-month period (unless it relates to a request to consider reasonable adjustments on account of disability under the Equality Act 2010.)

5 How to submit a flexible working request

- 5.1 To submit a request, send a letter to your line manager. The request must:
- state that it is a flexible working request and be dated;
 - include the changes that you want and the proposed start date for them;
 - explain the effect you think the change would have on the Company and how that could be dealt with; and
 - include the dates of any previous flexible working applications.

6 Meeting

6.1 We may invite you to a meeting, usually within 28 days, to discuss the flexible working request. It is your responsibility to make every effort to attend the meeting but, if you cannot, we will normally reschedule it, provided we are satisfied with your explanation for why you cannot attend. We reserve the right to make our decision without you being present, and we will in any case only reschedule the meeting once, unless there are very good reasons to justify a second rescheduling. If you fail to attend a rearranged meeting without good reason, we will assume you have withdrawn your application.

6.2 We may also grant your request without a meeting.

7 Your right to be accompanied

7.1 You are entitled to be accompanied by a colleague, works council member or trade union representative at any meeting called under this policy.

7.2 If you want to exercise this right, you should tell us as soon as possible who you want to accompany you. It is your responsibility to arrange for them to attend. If you choose a work colleague, we will not prevent them from attending, but we may rearrange the meeting if their absence from work causes operational problems.

7.3 Your colleague, works council member or union representative can, if this is your preference, explain the key points of your case to the meeting and can respond on your behalf. You can also confer with them during the meetings. They must not however, answer questions put directly to you, or try to prevent the Company asking questions or outlining its points.

8 Responding to a request

8.1 We will deal with flexible working requests reasonably and in less than three months from the date of your initial request, to informing you of our final decision (including any appeal), unless we have agreed a longer period with you.

8.2 We will consider the proposed flexible working arrangements, weighing up the benefits to you (and to the business) against any adverse impact that granting your request would have on the business or other staff.

8.3 Each request will be considered on its own merits. Agreeing to one request will not set a precedent or create a right for any other employee.

8.4 We will respond to your request in writing as soon as reasonably possible. We usually aim to respond within two weeks of the meeting.

8.5 We may grant your request in full or in part, or refuse it. We may also propose changes to your request for you to consider. Your request may be granted on a permanent or temporary basis, and you may be asked to complete a trial period, before we confirm whether we agree to the changes.

8.6 If we reject your request, it will normally be for one of the following business reasons:

- the burden of additional costs;
- an inability to reorganise work amongst existing staff or recruit additional staff;
- a detrimental impact on quality, performance or on our ability to meet customer demand;
- insufficient work for the periods you proposed to work; or
- where we intend to reorganise or change the business, and consider the flexible working changes may not fit with our plans.

8.7 You will be sent a letter with the Company's decision and the reason for rejection or details of the new working arrangements. Any permanent changes agreed will involve a permanent change to your contract of employment (i.e. you have no right to revert back to your original contract). You should sign and return a copy of this letter to your line manager.

8.8 We might ask that any change to your contract be for an initial trial period of three months. At the end of the trial period, if we do not think it is working, we may need to return to the previous contractual position before the variation happened.

9 Appeal

9.1 You may appeal the Company's decision within a week of the decision. Your appeal should be sent in writing to the person stated in the decision letter and dated. In your response to that letter, you must explain exactly why you are appealing.

9.2 We will invite you to an appeal meeting. Wherever possible, the appeal meeting will not be led by the manager who held the meeting at which we decided what action to take. You may be accompanied by a trade union representative or work colleague, in line with the process outlined in paragraph 7 above. Appeals will normally be determined before the expiry of the 'decision period' (i.e. 3 months) wherever possible. An extension to the 'decision period' may therefore need to be agreed with you, if necessary".

9.3 The Company's final decision will be sent to you in writing. We try to do this within two weeks of the appeal hearing. You do not have any further right to appeal.

Performance Improvement Policy

1. Overview

1.5 We recognise that during your employment 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 with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work. We will deal with any poor performance issues that exist under this policy.

1.6 This policy does not form part of your contract of employment, and we reserve the right to amend it at any time.

1.7 This policy applies to all employees. It does not apply to self-employed contractors, workers, and agency workers.

1.8 This policy does not apply to sickness absence (see our Absence Management policy for that). It does not apply to misconduct issues either (see our Disciplinary policy for that). Sometimes, the circumstances may mean that we need to follow more than one policy at the same time, or switch to using a different policy. For example, if after investigation the Company decides that the issues are not actually performance, but are misconduct. If that happens, steps taken under this policy will be regarded as taken under the other policy, i.e. we won't do the same things twice unless there's a compelling reason to do so.

2. Informal Discussions and Formal Investigation

2.1 If we have any concerns about your performance, we will normally work with you to help improve it informally first. This may include providing you with training, meeting with you and monitoring your performance.

2.2 We understand that it can be difficult to have discussions about performance improvement. We aim to deal with any performance issues sensitively, constructively and where possible, in confidence. It is however, important for our business that our employees perform to a satisfactory standard.

2.3 Before taking formal action, we will carry out an investigation. The nature of this will vary, but it might include looking at your documented performance records, some of your work, and other relevant documents. It will usually also involve speaking to you and your manager.

3. Your right to be accompanied

3.1 You are entitled to be accompanied by a colleague, works council member or trade union representative at any meeting called under this policy where you face a formal warning, or dismissal, as a result of that meeting. This right does not extend to any investigation meetings which lead up to a formal performance improvement meeting.

3.2 If you want to exercise this right, you should tell us as soon as possible who you want to accompany you. It is your responsibility to arrange for them to attend. If you choose a work colleague, we will not prevent them from attending, but we may rearrange the meeting if their absence from work causes operational problems.

3.3 Your colleague, works council member or union representative can, if this is your preference, explain the key points of your case to the meeting and can respond on your behalf. You can also confer with them during the meetings. They must not however, answer questions put directly to you, or try to prevent the Company asking questions or outlining its arguments.

4. How we carry out formal performance improvement meetings

4.1 If we decide after investigation to take formal action over your performance, or need to take further action following a review period, we will write to you to tell you:

- when and where your performance improvement meeting will take place;
- the details of the concerns we have with your performance; and
- the possible consequences.

We will usually include copies of any relevant documents.

4.2 You are entitled to bring a companion with you to the meeting - see above at paragraph 3 for details of what they can and cannot do.

4.3 You must let us know as soon as possible if you want to bring your own witnesses to the meeting and/or you have documents or other evidence you want to present.

4.4 It is your responsibility to attend the meeting but, if you cannot, we will normally reschedule it, provided we are satisfied with your explanation for why you cannot attend. We may however be obliged to make our decision without you being present, and we will in any case only reschedule the meeting once, unless there are very good reasons to justify a second rescheduling.

4.5 We may record the meeting, but we will not do so without telling you. You are welcome to record the meeting if you wish, but please tell us as we think it is discourteous to the managers involved for you to make a covert recording.

4.6 We will go through all the details at the meeting so that you fully understand our concerns with your performance and the standards of performance we need you to meet.

4.7 We would like to understand any reasons for your poor performance. If you consider that a medical condition or personal issues are affecting your performance, please tell us so that we can take medical advice where necessary and consider any reasonable adjustments.

4.8 We will give you the time you need to respond to the concerns raised and to put your own case during the meeting. We will also give you the opportunity to question us, to present your own evidence, to call your own witnesses, and to respond to evidence any Company's witnesses put forward. If there are any questions you want us to put to the Company's witnesses, please tell us and (unless there is a good reason not to) we will make sure they are asked.

4.9 We will discuss with you the targets for improvement that we need you to meet and the timescale for that improvement. We will also let you know of any support we will provide (such as training or supervision) to help you.

4.10 If we decide at any point during the process, that no further action will be taken, we will inform you of that.

5. Performance improvement notice

5.1 Assuming further improvement is required, we will send you a performance improvement notice following the performance improvement meeting. We try to do this within two weeks of the meeting. It will include:

- a description of the performance you need to improve;
- your targets and timescales for improvement;
- the monitoring we will do, and training, supervision or other help we will provide;
- the date when we will review your performance; and
- the possible consequences of a failure to improve during the relevant timescale, or of additional poor performance in other areas.

5.2 If your performance problem stems from insufficient skills, any performance improvement notice may include a plan of training, mentoring or other development activities to help you develop and apply the skills necessary to perform at the required standard. For these purposes 'skills' will encompass all the technical skills, soft skills (such as interpersonal and communication) and other characteristics you are required to demonstrate in your job to be effective at the required standard.

5.3 Each performance improvement notice will normally remain in place on your work record for 6 months from the date you are notified of it, unless you already have an active notice relating to poor performance. But sometimes we will keep them active for longer, particularly if we think there is a pattern developing of you improving performance while on an improvement notice, and then your performance going down again when the notice ends.

5.4 The stage of notice issued relates to the stage of performance improvement meeting you have had. For example, if you have had your first performance improvement meeting, then you will be issued with a first performance improvement notice. If you have had your final performance improvement meeting, then you will be issued with a final performance improvement notice. We may vary these steps if, for example, we have agreed to extend a review period.

6. Performance improvement stages

6.1 There are usually two stages of our policy for dealing with cases of poor performance, before we consider dismissal for capability, although we may vary this, depending on the circumstances:

- First performance improvement meeting, followed by the issue of a first performance improvement notice; and

- Final performance improvement meeting, followed by the issue of a final performance improvement notice.

6.2 Your performance will be monitored at each stage of the process and assessed at the end of the review period. If your performance has improved to a satisfactory standard, no further action will be taken. If substantial improvement has been made, but it still falls short of the required standard, then the review period may be extended. If your performance has not improved to a satisfactory level, then you will be invited to another performance improvement meeting at the next stage of this policy.

6.3 If your poor performance is serious and the facts warrant it, we may skip a stage of the procedure. For example, for serious poor performance we may move straight to a final performance improvement meeting. If you are grossly negligent, such that we could dismiss you without any written warnings, we may move straight to the meeting in paragraph 7 below to consider your dismissal. If your poor performance is more to do with refusing to work to acceptable standards (rather than difficulties doing it), we may use our Disciplinary Policy.

7. Dismissal for poor performance

7.1 If there is an active final performance improvement notice in place and your performance has not improved to the required standard during the review period, or your performance has been grossly negligent, you may be invited to a meeting, in accordance with paragraphs 3 and 4 above, at which you could be dismissed for capability.

7.2 Before dismissing you, we will consider whether you are likely to improve significantly within a reasonable time. We may also explore other actions short of dismissal. These may include deploying you to a different role, demoting you, and/or extending your final performance improvement review period.

7.3 The Company's decision following this meeting will be sent to you in writing. We try to do this within two weeks of the meeting.

8. Your right to appeal

8.1 You may appeal against any performance improvement notice given to you and also in the event of your dismissal, or other formal action taken in accordance with this policy, such as redeployment or demotion. To do this, you need to write to us within a week of being sent the notice or letter, explaining exactly why you are appealing.

8.2 We will invite you to an appeal meeting. Wherever possible, the appeal meeting will not be led by the manager who held the meeting at which we decided what action to take. You may be accompanied by a works council member, trade union representative or work colleague, in line with the process outlined in paragraph 3 above.

8.3 The Company's final decision will be sent to you in writing. We try to do this as soon as possible after the appeal meeting. You do not have any further right to appeal against that particular decision or stage of the process.

Redundancy Policy

1. Overview

1.1 This policy sets out how we want to treat employees should we need to reduce the number of people we employ. We will avoid making anyone redundant wherever reasonably possible, but it may sometimes be needed to address changing business needs and we have to consider our customers' and our own interests as well as those of our employees.

1.2 This policy does not form part of your contract of employment, and we reserve the right to amend this policy at any time.

1.3 This policy applies to all employees. It does not apply to self-employed contractors, consultants or to agency workers.

2. How we avoid redundancies

2.1 We will consider taking other action to avoid redundancies and will minimise them wherever possible. The following list gives examples of some alternative approaches we may consider (taking account of business needs):

- cutting back on overtime;
- freezing salaries and delaying pay rises;
- re-deploying and/or retraining some employees;
- finding suitable alternative work to offer some employees;
- inviting applications for voluntary redundancy;
- exploring job shares, short-time working and other types of flexible working
- limiting new recruitment; and/or
- looking at how we use consultants, self-employed contractors and agency staff.

3. How we make redundancies

3.1 The Company will always comply with any legal obligations to consult with recognised trade unions and employee representatives, depending on the number of redundancies we propose making.

3.2 If we invite applications for voluntary redundancy, we reserve the right not to accept a volunteer for business reasons.

3.3 If we cannot avoid making redundancies using the measures above, we will need to consider compulsory redundancies.

3.4 We will invite all those at risk to a meeting to explain our proposals. We may also write to you individually with the full details.

3.5 We will be fair, objective and transparent with the criteria we use to identify employees at risk of redundancy. Our main aim will be to make sure we retain the types of skills necessary to meet current and future business objectives.

3.6 We will never discriminate on the grounds of sex, maternity, pregnancy, race, colour, nationality, ethnic or national origin, religion or belief, gender reassignment, sexual orientation, age, disability, marital or civil partnership status at any stage in the redundancy process.

3.7 Those selected for possible redundancy will be allocated to a group known as the 'pool'.

The criteria we use to select employees for the pool will depend on the specific circumstances, but are likely to include some or all of the following considerations:

- experience and skills;
- length of service;
- levels of performance, where this can be measured objectively;
- disciplinary record;
- attendance record;
- compliance to company ETHOS including values and behaviours, HS&E and Quality;
- willingness to adapt;

4. How we work with you if you are selected

4.1 If you are provisionally selected after we have applied the criteria to the pool, you will be notified in writing that you are now at risk of redundancy.

4.2 Our next step is to invite you to a meeting to consider any suggestions you may have for avoiding redundancy. You can use this consultation process to tell us if you think you have been wrongly or unfairly selected and why, suggest how we could redeploy you, and put forward any other ideas you have. If we agree with you, your name will be removed from the redundancy pool. If we disagree with you, we will usually summarise our reasons in a letter.

4.3 Should we then proceed with selecting you for redundancy, you will be given notice that your employment is being ended as per your contract. We will also give you details of your redundancy pay — if you are entitled to it — and any other payments due to you.

4.4 After you have been given notice of dismissal, we will give you reasonable time off during working hours to look for a new job and/or enrol for training relevant to your future employment. We will pay you for a proportion of this time off as per our legal obligations.

5. Finding suitable alternative employment

5.1 We will explore whether we have any suitable alternative work for you before making you redundant. However, you must also let us know if there are any specific roles you want us to consider, as we may not be aware that you are interested in them.

5.2 Any offers of alternative work will always be driven by the needs of the business, and whether or not you can apply for an internal vacancy will depend on all the circumstances. We will let you know the procedure you will need to follow, if we think you are eligible.

5.3 If you are offered suitable alternative employment with the Company, you are entitled to a four-week trial period, during which you can decline the alternative role without losing your redundancy payment if it turns out to be unsuitable. If we decide the alternative role is not suitable for you during that four-week trial period, you will also still get your redundancy payment.

5.4 You may lose your entitlement to redundancy pay if you refuse to accept suitable alternative work offered by the Company.

6. Your right to appeal

6.1 You have the right to appeal against any decision to make you redundant. To do this, you need to respond within a week of being told you have been selected for redundancy, by writing directly to whoever is named in the letter you received. In your response to that letter, you must explain exactly why you are appealing.

6.2 Wherever possible, the appeal hearing meeting will not be led by the manager who took the decision to make you redundant. We will send you our final decision in a letter and will try to do this as soon as possible after the appeal hearing. You do not have any further right to appeal against the decision to make you redundant.

Disciplinary Policy

1. Overview

1.1 This policy covers the Company's procedure relating to disciplinary issues, where there is suspicion of misconduct.

1.2 It applies to all employees. It does not apply to self-employed contractors, workers and agency workers.

1.3 This policy does not form part of your contract of employment, and we reserve the right to amend this policy at any time. We will normally follow it in a disciplinary situation but are not obliged to do so (particularly if you are in your probationary period).

2. When we will take informal action

2.1 Sometimes we will choose to discuss a disciplinary issue with you before taking formal action. In that case, we may issue a Letter of Concern after our discussion.

2.2 If a discussion fails to resolve the problem, or we feel this approach is inappropriate in the circumstances, we will normally use this formal procedure.

3. How we investigate

3.1 We will not take disciplinary action without inviting you to a formal meeting, but — depending on the circumstances — that meeting may be the only meeting we invite you to attend. In other words, there may not be separate meetings for the investigation and disciplinary stages.

3.2 If you face a misconduct allegation, you may be suspended. Suspension is a neutral act, normally intended to cause the least disruption to the business while we investigate. If we suspend you:-

- you must stay away from work, not visit any Company premises or make contact with staff, clients, suppliers or contractors (unless we authorise this in writing). But if you want to contact somebody specifically to ask them to be a witness, or to accompany you at the hearing, then you may do so without asking us first.
- suspension will be on full pay, unless your contract says otherwise. If you are suspended on full pay but tell us you are unfit to work because of sickness issues, then you will be paid according to our Sickness Policy (which could entail a reduction in what you are paid, for example only paying you statutory sick pay).
- if pre-approved holidays fall during a period of suspension, they will still count as holiday leave and will be deducted from your holiday entitlement as normal.
- During the period of the suspension you are still expected to comply with the company's Values and Behaviours and its policies including social media.

3.3 If you lodge a grievance while we are investigating a disciplinary matter, we will not normally put the disciplinary process on hold. If the subject of your grievance is linked to the matters involved in the disciplinary investigation, or the process we are following, then we will normally consider the matters you raise as part of the disciplinary process and not start a separate grievance process.

4. Your right to be accompanied

4.1 You are entitled to be accompanied by a colleague, works council member or trade union representative at any meeting where you face formal sanctions (including dismissal). If we are holding separate investigation and disciplinary meetings, then your right to be accompanied only applies to the disciplinary meeting.

4.2 If you want to exercise this right, you should tell us as soon as possible who you want to accompany you. It is your responsibility to arrange for them to attend. If you choose a work colleague, we will not prevent them from attending, but we may rearrange the meeting if their absence from work causes operational problems.

4.3 Your colleague, works council member or union representative can, if this is your preference, explain the key points of your case to the meeting and can respond on your behalf. You can also confer with them during the meetings. They must

not however answer questions put directly to you or try to prevent the Company asking questions or outlining its arguments.

5. How we carry out the formal meeting

5.1 We will write to you to tell you:

- when and where your disciplinary meeting will take place;
- the details of the allegation of misconduct made against you; and
- the possible consequences.

We will include copies of any witness statements and other relevant documents, unless there is a good reason not to do so.

5.2 You are entitled to bring a companion with you to the meeting - see above at paragraph 4 for details of what they can and cannot do.

5.3 You must let us know as soon as possible if you want to bring your own witnesses to the meeting and/or you have documents or other evidence you want to present.

5.4 It is your responsibility to attend the meeting but, if you cannot, we will normally reschedule it provided we are satisfied with your explanation for why you cannot attend. We will not reschedule, however, if it is likely to lead to unreasonable delay. We may be obliged to make our decision without you being present, and we will in any case only reschedule the meeting once, unless there are very good reasons to justify a second rescheduling.

5.5 We may record the meeting, but we will not do so without telling you. You are welcome to record the meeting if you wish, but please tell us as we think it is discourteous to the managers involved for you to make a covert recording.

5.6 We will go through all the details at the meeting so that you fully understand the allegation of misconduct made against you. We will also outline the evidence we found when we carried out our investigation.

5.7 We will give you the time you need to respond to the allegations made against you and to put your own case. We will also give you the opportunity to question us, to present your own evidence, to call your own witnesses, and to respond to evidence the Company's witnesses put forward. If there are any questions you want us to put to the Company's witnesses, please tell us and (unless there is a good reason not to) we will make sure they are asked.

5.8 The Company's decision following the meeting will be sent to you in writing. We try to do this as soon as possible after the disciplinary meeting.

6. The disciplinary action and dismissal process

There are four stages of our procedure for dealing with cases of misconduct.

6.1 First stage: We will issue you with a Verbal warning (confirmed in writing). Unless you already have active written warnings relating to disciplinary matters on your work record, a verbal warning will usually remain in place for 3 months from the date you are notified of the decision. It will then be removed from your record.

6.2 Second stage: If there is an active Verbal warning on your record and you are involved in further misconduct, we will usually issue you with a first written warning. In serious cases of misconduct, we may issue a final written warning without previously issuing a first written warning. In either case the first written warning remains active for 6 months from the date you are notified of the decision. It will then be removed from your record.

6.3 Third stage: If there is an active first written warning on your record and you are involved in further misconduct, we will usually issue you with a final written warning. In serious cases of misconduct, we may issue a final written warning without previously issuing a first written warning. In either case the final written warning remains active for 12 months from the date you are notified of the decision. It will then be removed from your record.

6.4 Fourth stage: if there is an active final written warning against you and you are involved in further misconduct you may be dismissed. You may also be dismissed for a serious case of misconduct or if you are involved in gross misconduct. We explain what 'misconduct' and 'gross misconduct' comprise in the lists given below.

6.5 Sometimes we are prepared to explore other actions short of dismissal. These may include deploying you to a different role, demoting you, and/or extending your final written warning period to allow us further time to review how you respond. Redeployment or demotion may result in a reduction in pay.

7. Your right to appeal

7.1 You have the right to appeal against any disciplinary decision taken against you. To do this, you need to respond within a week of being told of the action by writing directly to whoever is named in the letter you received. In your response to that letter, you must explain exactly why you are appealing.

7.2 We will invite you to an appeal meeting. Wherever possible, the appeal meeting will not be led by the manager who held the meeting at which we decided what disciplinary action to take. You may be accompanied by a trade union representative, works council member or work colleague, in line with the process outlined in paragraph 4 above.

7.3 The Company's final decision will be sent to you in writing. We try to do this as soon as possible after the appeal meeting. You do not have any further right to appeal against our decision.

8. How we define 'gross misconduct' and 'misconduct'

8.1 You will usually be dismissed without warning, without notice, and without payment in lieu of notice if we find you have committed an act of gross misconduct. This is known as summary dismissal.

8.2 The following list gives examples of what we would normally regard as gross misconduct likely to lead to summary dismissal. This list is not exhaustive and should be referred to as a guide.

- bullying or physical violence;
- fraud, theft, or any act of dishonesty;
- malicious misuse of any of our procedures, for example if you make up allegations when taking out a grievance against someone
- negligence or carelessness, particularly if it leads to the Company losing trust and confidence in you;
- serious health and safety breaches;
- serious breach of the Data Protection legislation;
- serious and intentional damage to Company property;
- unlawful harassment or discrimination;
- viewing, receiving, or sending anything that breaches the Company's Harassment and Bullying Policy or Equal Opportunities Policy.
- knowingly accessing websites containing offensive, obscene or pornographic material;
- serious insubordination or refusal to obey management instructions;
- serious breaches of confidence;
- being under the influence of, or possessing, illegal drugs;
- being under the influence of alcohol, unless this is with your manager's express knowledge and permission — for example, where you are involved in entertaining on the Company's behalf;
- conduct which breaches common decency or brings the Company into disrepute.
- smoking in areas where smoking is not allowed.

8.3 The following list gives examples of what we would normally regard as misconduct (but not gross misconduct). This list is not exhaustive and should be referred to as a guide.

- Breaches of the company's ETHOS including Values and Behaviours, HS&E and Quality
- minor breaches of Company policy;
- minor breaches of your employment contract;
- unauthorised use, or damage to, Company property;
- absence from work that has not been authorised;
- poor attendance and timekeeping;
- refusing to follow instructions, where it is not serious enough to be gross misconduct;
- making an excessive number of personal calls using Company phones;
- sending and receiving an excessive number of personal emails;
- using the internet or email for personal purposes, other than on an occasional basis;
- using obscene language or otherwise behaving offensively;
- being careless when carrying out your duties;
- wasting time during your contracted working hours;

Absence Management policy

1. Overview

- 1.1 This policy covers the procedure for reporting and managing absences and sick pay.
- 1.2 This policy does not form part of your contract of employment, and we reserve the right to amend this policy at any time.
- 1.3 This policy applies to all employees. It does not apply to self-employed contractors.
- 1.4 If you are arranging a medical appointment, please do your best to arrange it outside working hours. If it is likely to involve taking most of the day off, please try to use a day's holiday (referring to our Holiday Policy)

2. If you know you will be absent

- 2.1 You should tell your manager as soon as possible if you know you need time off work — for a medical appointment, for example — and get their permission. We will not normally pay you. However, you do have the right to ask us to treat this type of time off as paid holiday, and you should proceed as set out in our Holiday Policy.
- 2.2 You should tell your manager by telephone. Unless there is a good reason, text or email notifications are not acceptable.

3. If you are sick or injured

- 3.1 If you are sick or have suffered an injury, you should let your manager know within the first hour of your usual start time, that you will be absent.
- 3.2 You must speak to your manager yourself unless you are medically unfit to do so, in which case you can ask somebody else to make contact for you.
- 3.3 You should contact your manager on each subsequent day you are off work, unless you have a doctor's certificate, Fit for Work return-to-work plan, or have agreed a different process.
- 3.4 Always contact your manager by telephone, not by (for example) email or text. That is because your manager might want to ask you questions about your absence and how long you are expecting to be off for.
- 3.5 Your manager may also contact you to ask for updates, or to ask work questions where s/he cannot get the information any other way (although s/he will not contact you for work issues, if you have said you do not want to be contacted, unless it is particularly important).

4. Evidence of sickness or injury

- 4.1 You must complete a sickness absence self-certification form when you return to work if you are absent for less than a week.
- 4.2 You must give us a GP's certificate (known as a MED3) confirming that you are unfit for work — and the reason why — if you are off work for more than a week. We will need further certificates if you remain absent beyond the expiry date of the first one, and we will also require a self-certification form from you for the first seven calendar days you are off work.

5. Payment for sickness or injury

5.1 We will pay you sick pay as follows:

If you are on an old company contract (prior 2013), you may qualify for company sick pay.

You will be paid as long as you comply with this policy and your other contractual obligations.

Sick pay is calculated at 2003/4 pay rate or the equivalent of 80% of current salary.

Those who are currently in the sick scheme who have triggered a management of attendance (MOA) stage are put onto 3 waiting days for 2 years from the date of trigger.

After these 3 waiting days company sick pay restarts.

If you are on a new contract which began from 2013, then you will be paid Statutory Sick Pay (SSP).

Statutory Sick Pay (SSP) is paid instead of your salary. It starts on the fourth day you are off work (the first three days are unpaid), and can be paid for up to 28 weeks. If you are entitled to SSP under the statutory requirements, it will be taxed and NI contributions will be deducted. The amount of SSP is set by the government.

5.2 If you do not provide us with a doctor's MED3 certificate after 7 days' absence, you may lose your right to sick pay.

5.3 The Company will not normally pay you sick pay, other than SSP (if you are eligible), if:-

- you are suffering from self-inflicted injury or illness, such as from substance misuse
- the absence results from hazardous activities, such as extreme sports
- there appears to have been an abuse of the system (for example, the absence appears not to be genuine or is in response to an employment matter such as a disciplinary or grievance investigation)
- the correct notification and reporting procedures have not been followed
- your injury is caused by other paid work
- the absence is as a result of surgery or medical treatment which you have elected to have, unless undertaken upon the advice of a registered medical practitioner and confirmed as necessary by any doctor appointed by the Company

6. How Fit for Work service operates

6.1 Fit for Work is an occupational assessment service set up and funded by the government to help people return to work. This sometimes involves drawing up a return-to-work plan.

6.2 You may be referred to Fit for Work — by the Company or by your doctor — after you have been off work for four weeks. Sometimes your doctor may begin the process earlier if they think it will be of help to you.

6.3 It will be helpful if you let your manager know if your doctor does refer you to Fit for Work. If your Fit for Work case manager wants to speak to us, please ask them to contact a Shift Manager. You can read more about Fit for Work on their website.

7. Returning to work

7.1 If you receive a doctor's certificate saying you may be fit to return to work you must tell your manager this straight away and provide us with a copy.

7.2 We may ask you to come to a return-to-work interview after you have been off work due to sickness or injury. At the interview, we will discuss why you were off work, check you are fit to return and consider any advice from your doctor.

7.3 Occasionally people say they are fit to return to work and we do not agree. If we do not think you are fit to return to work, even when you tell us you are, we might obtain our own medical evidence.

8. If you are off work long-term, or persistently absent

8.1 We may have to take formal steps if you are off work sick long-term, or we are concerned about the number of days you take off for sickness or injury.

8.2 What we will do depends on why you are off work and the pattern of your absences. We may want to talk informally with you (and we may get medical evidence so that we can better understand your situation). We may want formal meetings to review your absence in more detail and to explore whether we need to make reasonable adjustments to help you either return to work, or to work for longer periods.

8.3 If we want medical evidence, we will usually ask you to be examined by an occupational health expert, or another specialist of our choice. We will pay for this and all reports will be kept confidential. We will ask for your consent for us to have full access to medical reports and to discuss the contents with the relevant medical practitioner. You do not have to consent, but if you do not we will make decisions based on existing medical and other information. We will consider making reasonable adjustments to your role and/or work space if you are found to have a disability.

8.4 We understand that this process is difficult and upsetting if you suffer from a serious health condition, and you might feel as if you are being pressured into returning to work before you are ready. We do not want to make you feel that way and we want to treat you fairly. But no business can continue employing people indefinitely if they are not able to work. We feel it is better to keep you fully informed of our thought processes (than the alternative of not communicating with you and perhaps eventually deciding to dismiss you, without having told you in advance what the consequences of continued absence would be).

The procedure

8.5 We will write to you before we hold a formal meeting and explain when, where, and why it is taking place. You must let us know as soon as possible if you can't attend and we will try to find a mutually acceptable alternative date.

8.6 At the meeting, we will want to discuss why you are off work, how long you expect to remain off work, and whether you are likely to be off work for the same reason in the future. We will also review medical evidence, and explore whether further reports are needed and if there is anything the Company can do to help improve your health and/or make it easier for you to attend work. If you have been off work long-term, we may suggest you take part in a return-to-work programme. If you are persistently absent, we may set you targets to improve your attendance against a deadline. We may warn you that you may face dismissal if your attendance does not improve.

8.7 Should you be unable to return to work, or you fail to meet the deadline set for improved attendance, you will be asked to attend another meeting. Our aim at this meeting will be to find out if the situation is likely to improve. If it seems to us that you are either unlikely to return to work, or your attendance will not improve in the short term, then we may decide to issue you with notice of dismissal. Before doing so, we will also explore redeploying you elsewhere within the Company (if there are any suitable roles available) and we will consider any other issues you want to discuss.

8.8 You may face action under the Company's disciplinary procedure if we conclude that you are not off work for a medical condition and you are unable to offer any other satisfactory explanation and/or have falsely claimed sick pay. This may lead to your dismissal for misconduct or gross misconduct.

Your right to appeal

8.9 You have the right to appeal if we dismiss you on the grounds of your long-term absence. To do this, you need to respond within a week of being told you have been dismissed by writing directly to whoever is named in the letter you received. In your response to that letter, you must explain exactly why you are appealing.

8.10 Wherever possible, the appeal hearing meeting will not be led by the manager who took the decision to dismiss you. The Company's final decision will be sent to you in writing and we try to do this within two weeks of the appeal hearing. You do not have any further right to appeal against your dismissal.

Your right to be accompanied

8.11 You have the right to take a colleague or a trade union representative with you to any formal meeting called under this procedure, including the appeal meeting. You should tell us as soon as possible who will accompany you and it is your responsibility to arrange for them to attend. If you choose a work colleague, we will not prevent them from attending, but we may rearrange the meeting if their absence from work causes operational problems.

8.12 Your colleague or union representative can, if this is your preference, explain the key points of your case to the meeting and can respond on your behalf. You can also confer with them during the meetings. They must not however answer questions put directly to you or try to prevent the Company asking questions or outlining its arguments.

9. Other types of absence from work

Jury service

9.1 If you are called for jury service, you must tell your manager as soon as possible. While you are on jury service, you will not be paid and should therefore claim all allowances made available by the court.

Other public duties

9.2 We will allow you time off to carry out duties in some public roles, including magistrate and school governor. As soon as you know what your duties are, and have dates for meetings you must attend, you should tell your manager so that we can plan for your absence from work. While carrying out these duties, we will not pay you for time taken off work.

Emergency time off to look after dependants

9.3 You may take reasonable time off work to deal with emergencies involving your dependants. This does not cover general home issues, like wanting time off to deal with a problem with your boiler. We define a dependent as your spouse, civil partner, children (including adopted children), or a parent. Also included are other people who live in your household or anyone else who relies on you — for example, an elderly family member. You must follow the same procedure as for sickness leave, and contact your manager as soon as you know you will be taking time off.

9.4 We always consider the circumstances of each case to allow for some flexibility, but the time you take off must be both reasonable and necessary for you to deal with something immediately and/or respond to an emergency. Normally this means hours, or a maximum of one or two days, and this type of leave is not designed to provide care over the longer term.

9.5 We do not pay you when you take time off for dependants.

Compassionate Leave

9.6 In the event of the death of a Parent or Partner, an employee will be entitled to take up to two days' compassionate leave with full normal pay. For Siblings or Grandparents an employee will be entitled to take up to one days' compassionate leave with full normal pay.

9.7 All employees who lose a child or suffer a stillbirth will be entitled to 2 weeks' statutory leave with full normal pay to be taken in one block or as two separate blocks of a week.

9.8 Employees will have up to 56 weeks from the date of death (or stillbirth) to use up their leave entitlement.

9.9 The above leave is the maximum permissible under any circumstances and any additional leave of absence will be unpaid or off-set against annual holiday entitlement.

9.10 In such circumstances, you should notify your immediate manager as soon as possible.

Other family-related absences

9.11 We cover all other types of time off for family-related matters — including maternity, paternity, shared parental, parental and adoption leave — in our separate Maternity and Family Friendly Policy.

Carrying out trade union duties

9.12 If you are elected as a trade union official, you are legally entitled to reasonable time off to fulfil your obligations and you will be paid at your full basic rate for all related absences during working hours. We will not pay you for duties carried out outside working hours.

Values & Behaviours

“Our **strength** is the sum of all the **individuals** who **work with us**.”

E

Empowerment

- We are passionate about what we do, as one team we will inspire mutual success, creative thinking and challenge the status quo to win together.
- We will welcome and understand the ideas, knowledge and inputs from everyone in our team.
- We see leadership as an action, not a position, and value tolerance, individual courage & diversity.

T

Team

- We treat everyone with respect; learn together including from our mistakes, to create an open, honest and trusting culture.
- We work with pride, enthusiasm and strive to bring humour, enjoyment and energy; so creating a great place to work.
- We encourage entrepreneurial spirit whilst balancing informed risk taking.

H

Heart & soul externally

- We are externally focused to succeed together with both customers & suppliers.
- We think win-win, delivering operational excellence, to create and foster strong customer loyalty.
- We care for people and planet in order to be a force for positive change, including giving back to the communities in which we live and work.

O

Ownership

- We challenge ourselves to overcome obstacles with urgency through persistence, self-discipline and commitment.
- We anticipate issues and the needs of others using data and analysis to consistently complete tasks on time and in full.
- We are personally accountable for our actions, our integrity, unless we maintain these others will not trust us and team work will suffer.

S

Strive to succeed

- We constantly deliver exceptional levels of quality and service.
- We make the impossible possible, whilst acting with integrity to do the right thing.
- We develop technical mastery, efficient multi-functional processes to simplify, standardise, create value and eliminate waste.



The Klarius Group of Companies - **ETHOS**

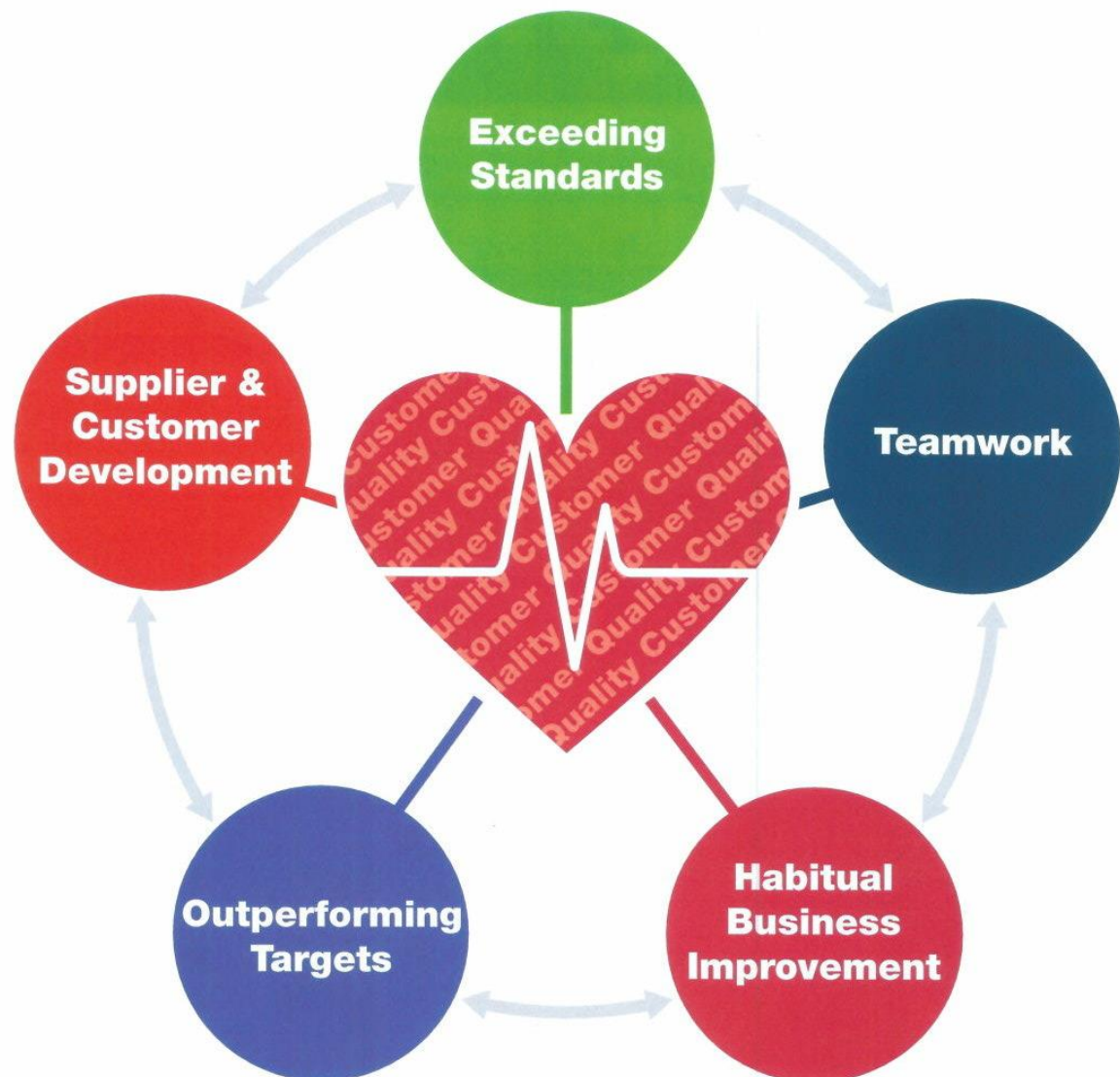
Klarius

KMT

Emissco

Customer Quality

“Quality is at the **heart** of everything we do”



The Klarius Group of Companies - **ETHOS**

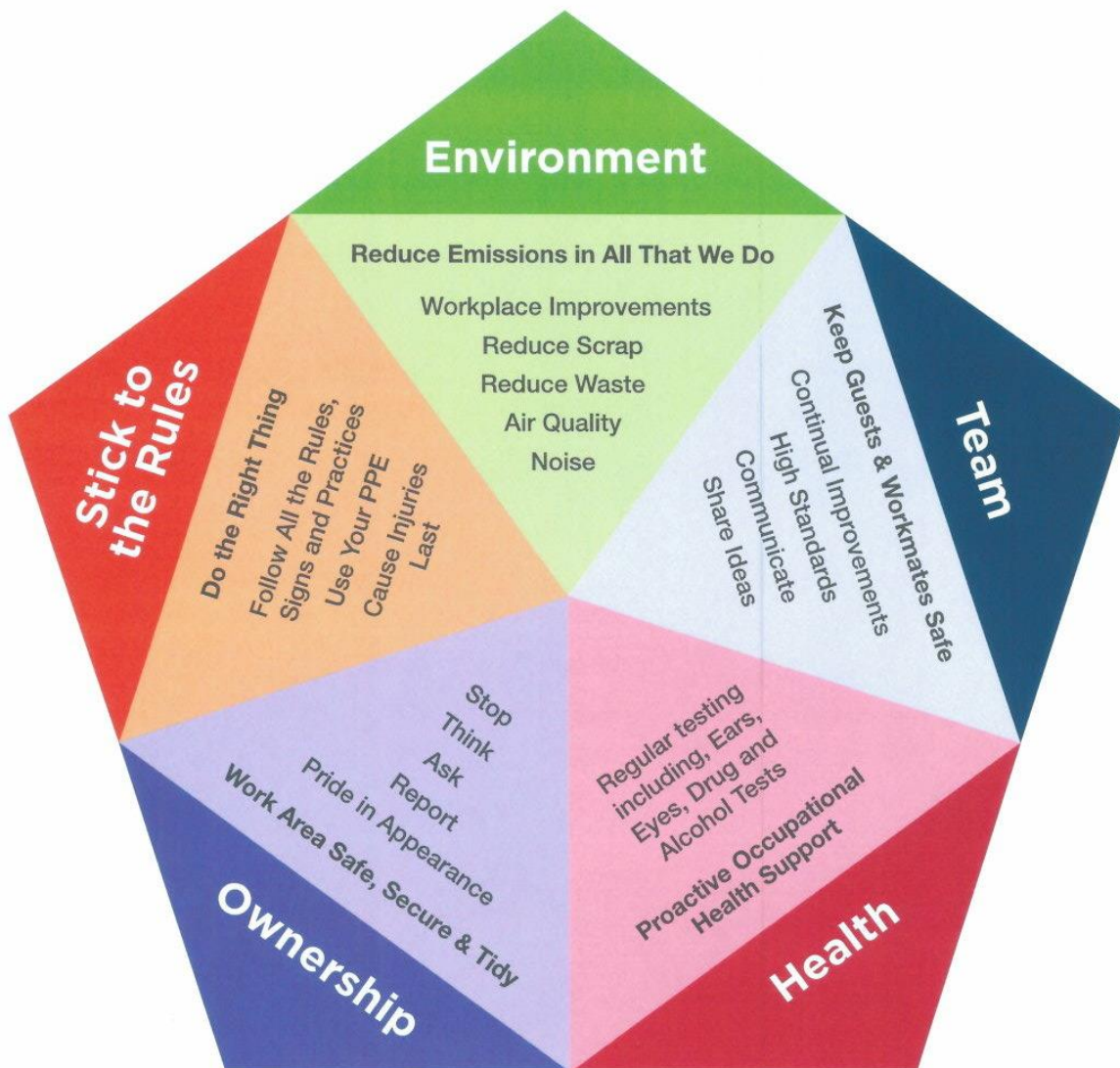
Klarius

KMT

Emissco

Environment, Health & Safety

Target Zero - **“We all go home safe”**



The Klarius Group of Companies - **ETHOS**

Klarius

KMT

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