

# EMPLOYEE HANDBOOK



16/03/2026

Bulloughs Cleaning Services

**Bulloughs**  
CLEANING  
SERVICES



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# Bulloughs Cleaning Services

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# Employee Handbook Issues

<b>Pages</b>	<b>Issue No.</b>	<b>Date</b>
1-38	1	Re-launched January 2013
24	2	September 2013
30, 32	3	October 2013
9	4	December 2013
21, 30-32, 35	5	February 2014
12, 20, 21, 27, 28	6	April 2015
1-39	7	Re-launched May 2015
17	8	June 2015
24, 29	9	February 2016
4-9, 14, 15, 17-32, 34-38, 41-43, 47-50	10	November 2016
30	11	August 2017
4, 17, 18, 20, 21, 30	12	July 2018
22-25, 28-31, 33-35, 47, 48, 50-53	13	August 2019
6, 14, 37, 39, 45, 46, 47	14	October 2020
12, 40	15	February 2021
5, 32	16	October 2021
16, 30	17	April 2022
49	18	December 2022
36	19	April 2023
1-58	20	April 2025
15	21	October 2025
22	22	October 2025
14, 22, 40, 49	23	March 2026

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# Introduction

## **WELCOME TO OUR TEAM**

We would like to wish you every success during your employment whether you recently joined us or whether you are an existing employee. We hope that your experience of working here will be positive and rewarding.

This Employee Handbook is designed both to introduce you to our organisation and to be of continuing use during your employment.

We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains information on some of the main employee benefits that may be available to you and the policies and procedures relating to your employment. If you require any clarification or additional information please refer to your Manager.

Please note that we provide equal opportunities and are committed to the principle of equality in accordance with legislative provisions. We expect your support in implementing these policies. We will not condone any unlawful discriminatory act or attitude in the course of your employment or in your dealings with our clients, suppliers, contract workers, members of the public or with fellow employees. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

General amendments to the Employee Handbook will be issued from time to time.

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# Joining Our Organisation

## **A) CONVICTIONS AND OFFENCES**

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

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

Your initial employment is conditional upon the provision of a satisfactory Disclosure and Barring Certificate of a level appropriate to your post. You may be required to undertake subsequent criminal record checks from time to time during your employment as deemed appropriate by the Company. In the event that such certificate(s) are not supplied your employment with us will be terminated. In the event that you leave our employment before you have completed three months' service you will be required to repay the cost of the application (where this has been at our expense) for the DBS check in full, this will be deducted from your final wages. Data collected about criminal convictions will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

## **C) ABILITY TO PERFORM JOB**

You must inform the Company of any physical or mental conditions which might limit your ability to perform the job.

## **D) SICKNESS**

Prior to commencement we will request confirmation of your periods of sickness in the last year.

## **E) EMPLOYEE TRAINING**

At the commencement of your employment you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities within the business. It is a condition of your employment that you participate in any training deemed necessary by us for you to reach the required levels of attainment standards. You must ensure that you do not carry out any duties for which you have not received formal training for.

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## **F) INDUCTION**

At the start of your employment with our Company you are required to complete an induction programme, during which all our policies and procedures (including Health and Safety) will be explained to you. Information relating to these will be given to you at the induction.

## **G) JOB DESCRIPTION/RESPONSIBILITIES**

You may be provided with a job description or be made aware of your responsibilities of the position to which you have been appointed but amendments may be made to your job description or responsibilities from time to time in relation to our changing needs and your own ability.

## **H) PERFORMANCE AND EMPLOYEE REVIEWS**

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

## **I) JOB FLEXIBILITY**

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within our business. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volume of work is always subject to change.

## **J) MOBILITY**

It is a condition of your employment that you are prepared, whenever applicable, to travel or transfer to any other of our sites within reasonable travelling distance on a temporary basis. This mobility is essential to the smooth running of our business.

## **K) WORK PERMITS**

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

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

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# Information for Apprentices

## **A) TIME OFF FOR LEARNING**

As an apprentice, you have joined the Company for a fixed period during which you will receive training from the Company in the skill/trade/occupation specified in your Apprenticeship Agreement. The Company will permit you time off during working hours to undertake your studies at your place of learning. You may be requested to provide proof of your required attendance at your place of learning.

Where applicable, you will also be permitted time off to attend examinations (this includes all examinations/tests that are required by your course). You will be expected to attend work both before and after examinations where this is reasonably required by your Manager. You may be required to undertake workplace assessments where it is a requirement of your apprenticeship that you do so. The conditions attached to attendance/performance in these examinations and/or assessments are set out in your Apprenticeship Agreement. Alternatively, your learning will take place on the job.

You are expected to use annual leave to cover any time off you may require during working time for examination revision.

## **B) EXAMINATIONS AND ASSESSMENTS**

As the Company is investing in your learning, you are expected to apply due diligence in your examinations and/or assessments in order to perform at the required level. The conditions attached to your attendance at and performance in those examinations and/or assessments is set out in your Apprenticeship Agreement. Failure to meet those standards is likely to result in the termination of your Apprenticeship Agreement.

You are required to provide notification to your Manager of the date/time of any examinations or assessments within two working days of your being informed that an examination will take place. If the date subsequently changes, or the examination or assessment is cancelled for any reason, you are required to inform your Manager at the earliest opportunity, and in all circumstances, before the examination or assessment was due to take place. If, upon attendance for an examination or assessment, you are informed that it will not take place, you must contact your Manager immediately and attend work, unless instructed otherwise by your Manager.

You are subsequently required to provide notification of your examination results to your Manager at the soonest possible opportunity. Photocopies of hard copy results will be taken. If you are informed by e-mail, you must forward the e-mail to your Manager and this e-mail will be stored.

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### **C) COMMUNICATION WITH LEARNING PROVIDER**

Where necessary, the Company will undertake communications with your learning provider regarding, amongst other matters which may arise, your performance.

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# Safeguarding Policy

“We at Bulloughs Cleaning Services Ltd. are committed to practices that protect children and vulnerable individuals from any potential harm. Directors and staff in this organisation recognise and accept our responsibilities to develop the awareness of the issues that may cause children or vulnerable individuals harm.”

## **A) DEFINITION**

For the purposes of these policies and procedures they relate to children or any person under the age of 18 years, or those whom are vulnerable.

## **B) LEGAL FRAMEWORK**

This policy has been drawn up based on law and guidelines that seeks to protect children, namely The Children Act 1989; Human Rights Act 1998; Data Protection Act 1998; Sexual Offences Act 2003; Children Act 2004; Safeguarding Vulnerable Groups Act 2006; Protection of Freedoms Act 2012 and the Children and Families Act 2014.

We will endeavour to safeguard children and vulnerable individuals by: -

- 1) Adopting child protection policies and guidelines through a code of behaviour for all staff.
- 2) Sharing information about concerns with the agencies who need to know, and involving parents, teachers and children appropriately.
- 3) Ensuring that we carry out safe recruitment, selection and vetting of all our staff and all staff are checked through the Disclosure and Barring Service, in accordance with their guidelines, to an enhanced level of clearance. This clearance is necessary for all staff who work in an environment where children or vulnerable individuals could be present (Bulloughs Cleaning Services Ltd. provides specialist services to educational establishments and so all staff may at some stage encounter children so all employees should be cleared to an enhanced level).
- 4) Making all new staff aware of our child protection procedures and policies.
- 5) Appointing two designated people to enable all concerns to be directly reported in accordance with our procedures (Safeguarding Officer and Deputy Safeguarding Officer).

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- 6) We are also committed to reviewing our policy and what is best practice at regular intervals. The policy is approved and endorsed by the Board of Directors and is reviewed on an annual basis or as required if there are any changes in legislation.
  - 7) We will keep up to date with all legislation and guidance relative to child protection issues.
  - 8) Ensure in every case the welfare of the child or vulnerable individual is paramount.
  - 9) All children have the right to protection from all forms of harm or abuse regardless of age, gender, racial heritage, religious belief, ethnicity, disability, sexual orientation or beliefs.

### **C) BACKGROUND**

It is recognised that during our regular work within educational establishments and through our employment of people below the age of 18, that staff may encounter children or vulnerable individuals on what could be a regular basis and it is therefore essential we have the policies and guidelines in place that make it clear what behaviour is expected and adopt best practice for the safeguarding of children as far as is possible.

Having safeguards in place within the organisation not only protects and promotes the welfare of children but it enhances the confidence of staff and the general public, protects the company's reputation and helps to effectively meet the company's objectives.

### **D) CODE OF BEHAVIOUR - FOR ALL STAFF**

You must not:-

- 1) Employees should not spend time alone with children, away from others. Meetings with individual children should be avoided or if they are ever deemed necessary they should take place within sight of others. If privacy is needed, the door should always remain open and other staff should be aware that a meeting is taking place.
- 2) Employees should avoid making any physical contact with children.
- 3) Employees should never take children alone in a car, however short the journey. If this is ever unavoidable, it must be with the full knowledge and consent of the parents (or guardians).
- 4) Employees should never meet children outside of the work environment, unless it is with the knowledge and consent of the parents or the person in charge of the company event.

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- 5) Employees should not start an investigation or question anyone after an allegation or concern has been raised. This is the job of the authorities. You should just record the facts accurately and report these to the designated Safeguarding Officer.
  - 6) Staff should never (even in fun) –
    - a) Initiate or engage in sexually provocative conversations or activity.
    - b) Allow the use of inappropriate language to go unchallenged or use foul language.
    - c) Do things of a personal nature for children that they can do themselves.
    - d) Allow any allegations made by a child go without being reported and addressed, or either trivialise or exaggerate child abuse issues.
    - e) Make promises to keep any disclosure confidential from relevant authorities.
    - f) Take photographs of any nature that include children.
    - g) Employees should never show favouritism to any one child, nor should they issue or threaten any form of physical punishment.

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You must:-

- 7) Employees must respect children's rights to privacy and encourage children and adults to feel comfortable enough to report attitudes or behaviour that they do not like.
- 8) Employees are expected to act with discretion with regards to their personal relationships. They should ensure their personal relationships do not affect their roles within the organisation. All pre-existing relationships between staff and/or participants of any Bulloughs Cleaning Services Ltd. event must be declared.
- 9) Staff must refrain from consuming alcohol for a period of at least 12 hours prior to any work period or any event where they are representing the company.
- 10) All staff should be aware of the procedures for reporting concerns or incidents, and should familiarise themselves with the contact details of the designated persons.
- 11) If a member of staff finds himself or herself the subject of inappropriate affection or attention from a child, they must make others aware of this immediately.
- 12) If a member of staff has any concerns relating to the welfare of a child, be it concerns about actions/behaviours of another staff member or concerns based on any conversation with the child; particularly where the child makes an allegation, they should report this to the designated Safeguarding Officer with as much information as possible. They are not to take any action or make any further investigation themselves.

Failure to follow the code of behaviour or breaches of the code will lead to disciplinary action.

### ***E) COMPANY SAFEGUARDING OFFICER***

All issues relating to safeguarding children must be reported to the Company Safeguarding Officer (or in their absence their Deputy)

- 1) The organisation has nominated Duncan Bullough (Managing Director) as Company Safeguarding Officer who will advise and ensure that Safeguarding is being adhered to in the organisation. Ms Emma Lewis (Welfare Officer) is the Deputy Safeguarding Officer.
- 2) The Company Safeguarding Officer must attend a 'Safeguarding and Protecting Children' workshop a minimum of every three years.

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- 3) The Company Safeguarding Officer must have an Enhanced Vetting Check.
  - 4) The Company Safeguarding Officer must attend the NSPCC 'Time to Listen' course (3 hours) advising on the role, requirements and responsibilities of child protection.
  - 5) The Company Safeguarding Officer is responsible for reporting any issues of concern to the appropriate authorities which would usually be the relevant LADO (Local Authority Designated Officer) and has the contact details for the police and NSPCC.
  - 6) The Company Safeguarding Officer is responsible for safely storing records of any incidents, concerns or referrals. The storage must be in-line with data protection requirements.

**Contact Details:**

**Designated Company Safeguarding Officer – Duncan Bullough (01756) 79868 or [d.bullough@bullough.co.uk](mailto:d.bullough@bullough.co.uk)**

**Designated Deputy Safeguarding Office – Emma Lewis (01756) 798768 or [e.lewis@bullough.co.uk](mailto:e.lewis@bullough.co.uk)**

**NSPCC Helpline – 0808 800 5000**

***F) ARRANGEMENTS FOR CARRYING OUT RISK ASSESSMENTS ON DISCLOSURES RESULTING FROM DBS CHECKS.***

Every employee of Bullough Cleaning Services Ltd. staff must have a valid Enhanced DBS declaration to be able to work on an educational site.

If there is any disclosure on a DBS then the following procedure will be followed:-

- 1) The disclosure is passed to Duncan Bullough (Managing Director) who is also the Company Safeguarding Officer.
- 2) The Company Safeguarding Officer where necessary will meet with the employee or prospective employee to verify the information disclosed and gather any other relevant information.
- 3) The Company Safeguarding Officer will then assess the relevance of the disclosure in line with the DBS code of practice and 'Safeguarding Children and Safer Recruitment in Education' (DCSF 2007) to determine the person's suitability to work in a child-related setting.

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- 4) The Company Safeguarding Officer may where appropriate seek advice / support from the Education Authorities DBS team and / or their Lead Officer for Safer Recruitment when determining suitability to work in the Councils schools.
  - 5) Bulloughs will confirm to the school in writing each employee's details including the date their ID documents were verified and the ISA barred list check was completed, their enhanced DBS reference number and the date it was completed. The school will include this information on their Single Central Record.

If additional disclosure information is supplied to Bulloughs separately by the bureau or by a relevant Chief Constable, the Company Safeguarding Officer will seek advice from the Education Councils lead officer for Safer Recruitment.

If an application is received from an individual who has items of a safeguarding nature on their disclosure, the application will be refused and the appropriate LADO (Local Authority Designated Officer) will be advised that an application to work within a school environment had been received.

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# Wages, etc

## A) ADMINISTRATION

### 1) Payment

- a) For all staff the pay week ends on Sunday at midnight. Wages are available each Friday and payments are made in arrears.
- b) You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.
- c) Any pay queries that you may have should be raised with Payroll.
- d) Timesheets must be completed accurately in full on a weekly basis and submitted to the office no later than 1.00 pm. Monday. Failure to do so may result in the delayed or inaccurate payment of your wages.
- e) All overtime is voluntary and must be authorised by your Line Manager.

## **Time, Attendance, and Lone Worker Monitoring (Ezitracker)**

### 1. Policy Overview

To ensure accurate payment of wages, meet health and safety obligations for lone workers, and fulfil our contractual obligations to clients, the Company utilises the Ezitracker workforce management system. Accurate recording of time and attendance is a fundamental requirement of your employment.

### 2. Mandatory Use

All employees are required to log their start time, rest breaks, and finish time for every shift using the Ezitracker system. Failure to "log in" or "log out" may result in delays in pay processing and may be treated as a performance or disciplinary matter.

### 2) Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

### 3) Income Tax and National Insurance

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At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them for tax purposes.

## **B) LATENESS/ABSENTEEISM**

- 1) You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your work.
- 2) All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.
- 3) Failure to follow the absence reporting procedures will be treated as misconduct and may result in disciplinary action.
- 4) If you arrive for work more than 30 minutes late without having previously notified us, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the shift without pay.
- 5) Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

## **C) ABSENCE MANAGEMENT**

- 1) Introduction  
We operate a system to monitor all absence. This is referred as the 'Bradford Factor'. This works on a points system and any employee with a score of above 100 points in any twelve month period may be subject to disciplinary action.
- 2) Establishing The Criteria For Disciplinary Action  
As an organisation we need to determine at what point absence levels become unacceptable and disciplinary action is required. One suggestion for establishing criteria is to use the "Bradford Factor" which is calculated as follows:
- 3) Target  
Staff whose absence score is above 100 in any twelve month period may be required to attend a disciplinary hearing.

The absence score system gives higher scores for frequent short absences than for longer continuous periods of absence.

- 4) Formula

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Number of times absent squared multiplied by the total number of days absent.

i. Example 1

One Continuous absence of three months.

1st absence - 91 days

$$1 \times 1 \times 91 = 91 \text{ points.}$$

91 days continuous absence in twelve months = **91 points**

ii. Example 2

Frequent short absences varying in duration.

1st absence - 3 days

$$1 \times 1 \times 3 = 3 \text{ points}$$

2nd absence - 4 days

$$2 \times 2 \times 7 = 28 \text{ points}$$

3rd absence - 2 days

$$3 \times 3 \times 9 = 81 \text{ points}$$

4th absence - 1 day

$$4 \times 4 \times 10 = 160 \text{ points}$$

10 days absence in twelve months = **160 points**

iii. Example 3

1st absence - 1 day

$$1 \times 1 \times 1 = 1 \text{ point}$$

2nd absence - 1 day

$$2 \times 2 \times 2 = 8 \text{ points}$$

3rd absence - 1 day

$$3 \times 3 \times 3 = 27 \text{ points}$$

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4th absence - 1 day

$4 \times 4 \times 4 = 64$  points

5th absence - 1 day

$5 \times 5 \times 5 = 125$  points

5 days absence in twelve months = **125 points**

- 5) In **all** instances of absenteeism a Return to Work Interview will take place. The aim of this meeting will be to allow an informal discussion to take place to discuss the absences, which have occurred. It is the Company's policy that this meeting should be handled in an understanding and compassionate manner. It is **not** intended in any way to be a disciplinary interview.
- 6) Following consideration of the reasons behind the absenteeism period, it may be that the employee will be informed that the Absenteeism Warning Procedure will be applied to them and that they will be allocated "points". This is not a punishment; it is simply a case of the Company wishing to formally monitor absence with a view to keeping it under control and improving levels of attendance.
- 7) Should the situation arise where the employee's attendance at work is deemed to be at an unacceptable level, the Company may, after considering all factors including any medical evidence and the employee's own views or opinions, decide to implement the Company's Absenteeism Warning Procedure.
- 8) Whilst each situation will be treated on its merits and with sensitivity, it should be recognised that frequent and persistent short-term absence may lead to disciplinary action which could eventually result in termination of employment.
- 9) The Absenteeism Warning Procedure is intended to promote consistency and fairness in the way the company controls, reviews and deals with absence/non-attendance. This system is not intended to be punitive. Its aim is to help employees to be aware of the levels of their absenteeism, and the effect that their non-attendance is having on their colleagues and upon the Company.
- 10) Once an employee's scoring is **APPROACHING** 100 his/her Line Manager at the employee's return to work interview, will advise the employee that they are reaching the unaccepted level of absence.

11) The Warning Procedure

Stage 1

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When the target of 100 “points” has accumulated, an investigation into the cause of the absenteeism will take place, and may result in the employee being asked to attend a formal disciplinary hearing.

#### Stage 2 - First Formal Hearing – Possible Verbal Warning

Once the Procedure has commenced and a verbal warning has been issued, it is in force for six months.

#### Stage 3 – Second Formal Hearing – Possible Written Warning

In the event a further absence occurs in the rolling twelve-month period following stage 2 then a formal written warning may be issued. This warning remains in force for a period of nine months. The employee will be informed at all stages that their overall attendance record is unacceptable, and in the event that no improvement is made, this could eventually lead to termination of employment.

#### Stage 4 – Third Formal Hearing – Final Written Warning.

In the event that a further absence occurs in the rolling twelve months period following stage 3 then a formal written warning may be issued. This warning remains in force for a period of twelve months. Any further absence after this stage could result in the company terminating employment by reason of unacceptable attendance record.

### **D) SHORTAGE OF WORK**

In the event that the Company is faced with a shortage of work, or is unable to provide you with work for any other reason, then you agree that the Company may temporarily:

- place you on short-time working, in which case you will be paid for those hours worked; or
- lay you off from work, in which case you will be paid in accordance with the statutory guarantee pay provisions in place at that time; or
- designate you as a furloughed (or similar) worker, in accordance with the terms of any Government furlough (or similar) scheme in place from time to time, in which case during such period, if required, you will cease to carry out any work for the Company. (For this purpose you agree that the Company may adjust your salary and benefits by an appropriate amount to ensure that it receives reimbursement of such salary and benefits under the said scheme to the fullest extent possible)

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

### **E) PENSION SCHEME**

We operate a National Employment Savings Trust (NEST) which you will be

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auto-enrolled into (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the company. Further details are available separately.

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# Holiday Entitlement and Conditions

## **A) ANNUAL HOLIDAYS**

- 1) Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
- 2) It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.
- 3) Holidays should be booked with Head Office and approved by the Contracts Manager.
- 4) Staff employed at educational sites will be required to take their holidays outside of term time.
- 5) Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
- 6) You should give at least four weeks' notice of your intention to take holidays.
- 7) You may not normally take more than two working weeks consecutively.
- 8) Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.
- 9) Depending on your site, you may be required to reserve holiday entitlement to take during the site shutdown periods. If you have not accrued sufficient holiday entitlement to cover these periods you will be given unpaid leave of absence. The shutdown dates will be notified to you as soon as possible each year.

## **B) PUBLIC/BANK HOLIDAYS**

Your entitlement to public/bank holidays and to any additional payment which may be made for working on a public/bank holiday is shown in your individual Statement of Main Terms of Employment.

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# Sickness/Injury Payments and Conditions

## **A) NOTIFICATION OF INCAPACITY FOR WORK**

- 1) You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than one hour before your start time. Text messages and e-mails are not an acceptable method of notification. Other than in exceptional circumstances notification should be made personally, to Head Office and your Manager/Supervisor.
- 2) You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. The notification procedures should be followed on each day of absence unless you are covered by a medical certificate.
- 3) If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.
- 4) Throughout the duration of your incapacity you may be contacted via telephone or post by your Manager or a Welfare Officer, who may wish to discuss your absence in more detail or arrange a welfare meeting.

## **B) EVIDENCE OF INCAPACITY**

- 1) Medical certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must complete and forward to Head Office a self-certification absence form as soon as possible.
- 2) If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should obtain a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive medical certificates to cover the whole of your absence.
- 3) In some situations, in line with government guidance, an extension of self-certification of absence will be temporarily accepted. You will be informed of any such changes should these apply.

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## **C) PAYMENTS**

- 1) You are entitled to statutory sick pay (SSP) if you are absent because of sickness or injury provided you meet the statutory qualifying conditions. Statutory sick pay is treated like wages and is subject to normal deductions for tax and national insurance contributions.
- 2) Payments will only be made when your self-certification or medical certificate has been received by Head Office.
- 3) Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. SSP is payable from the first day of sickness absence for a maximum of 28 weeks. If you have any queries regarding your entitlement to SSP you should contact your Manager.
- 4) Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.
- 5) Failure to follow the notification of incapacity for work procedure will be treated as unauthorised absence and the Company reserves the right to withhold sick pay. Moreover, it will be treated as misconduct and may result in disciplinary action

## **D) RETURN TO WORK**

- 1) You should notify your Manager as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
- 2) If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
- 3) Upon returning to work after any period of sickness/injury absence, you may be required to attend a “return to work” interview to discuss the state of your health and fitness for work. Information arising from such an interview will be treated with strictest confidence.

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## **E) GENERAL**

- 1) Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.
- 2) In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness/injury. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.
- 3) We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.
- 4) If we consider it necessary, we may ask your permission to contact your doctor and/or for you to be independently medically examined.

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# Safeguards

## **A) RIGHTS OF SEARCH**

- 1) We have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business.
- 2) Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at the time that any further questioning takes place.
- 3) You may be asked to remove the contents of your pockets, bags, vehicles, etc.
- 4) Whilst you have the right to refuse to be searched, such refusal will constitute a breach of contract, which may result in disciplinary action being taken against you.
- 5) We reserve the right to call in the police at any stage.

## **B) CONFIDENTIALITY**

- 1) All information that:
  - a) is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;
  - b) relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort; and
  - c) has not been made public by, or with our authority;shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.
- 2) You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.
- 3) You must make yourself aware of our policies on data protection in relation to personal data and ensure compliance with them at all times.

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## **C) COMPANY PROPERTY AND COPYRIGHT**

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

## **D) STATEMENTS TO THE MEDIA**

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

## **E) DATA PROTECTION**

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

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

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

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

You are required to comply with all Company policies and procedures in relation to processing data. Failure to do so may result in termination of your engagement with us.

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## **F) VIRUS PROTECTION PROCEDURES**

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

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

## **G) USE OF COMPUTER EQUIPMENT**

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

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

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## H) E-MAIL AND INTERNET POLICY

### 1) Introduction

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

### 2) Internet

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

### 3) Procedures – Acceptable/Unacceptable Use

- a) unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal.
- b) the internet system is available for legitimate business use and matters concerned directly with the job being done. Employees using the internet system should give particular attention to the following points:
  - i) comply with all of our internet standards;
  - ii) access during working hours should be for business use only;
  - iii) private use of the internet should be used outside of your normal working hours.

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

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

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

#### 4) E-mail

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

#### 5) Procedures - Authorised Use

- a) unauthorised or inappropriate use of the e-mail system may result in disciplinary action which could include summary dismissal.
- b) the e-mail system is available for communication and matters directly concerned with the legitimate business of the Company. Employees using the e-mail system should give particular attention to the following points:
  - i) all comply with Company communication standards;
  - ii) e-mail messages and copies should only be sent to those for whom they are particularly relevant;
  - iii) e-mail should not be used as a substitute for face-to-face communication or telephone contact. Abusive e-mails must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;

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- iv) if e-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The Company will be liable for infringing copyright or any defamatory information that is circulated either within the Company or to external users of the system; and
  - v) offers or contracts transmitted by e-mail are as legally binding on the Company as those sent on paper.
- c) The Company will not tolerate the use of the e-mail system for unofficial or inappropriate purposes, including:
- i) any messages that could constitute bullying, harassment or other detriment;
  - ii) personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
  - iii) on-line gambling;
  - iv) accessing or transmitting pornography;
  - v) transmitting copyright information and/or any software available to the user; or
  - vi) posting confidential information about other employees, the Company or its clients or suppliers.
- 6) Monitoring

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

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## **I) USE OF SOCIAL NETWORKING SITES**

Any work related issue or material that could identify an individual who is a client or work colleague, which could adversely affect the Company, a client or our relationship with any client must not be placed on a social networking site. This means that work related matters must not be placed on any such site at any time either during or outside of working hours and includes access via any computer equipment or mobile device. Employees should familiarise themselves with the company's Social Networking Policy on the next pages.

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

## **J) KEYHOLDING/ALARM SETTING**

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

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

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

## **K) CLOSED CIRCUIT TELEVISION**

CCTV is operated on some of our Client premises. This is for a number of reasons, including the prevention of crime and the safety of employees and clients. CCTV footage is monitored regularly.

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Employees should be aware that CCTV footage may be used and relied upon, where necessary, for disciplinary purposes. Similarly, if there were allegations of criminal activity by employees or claims brought against any member of the Company leading to civil proceedings by clients or employees the Company may use and/or submit the relevant footage to the relevant authorities.

We will ensure all personal data obtained in this way is processed in line with the current Data Protection Act. You may refer to the employee privacy notice for more information on the data we hold, the reasons we hold it and the lawful basis which applies.

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# Social Networking Policy

## **A) INTRODUCTION**

Social networks are web-based communication structures that enable easy communication and relationship building between individuals via the Internet, many of which include additional access to further methods of interaction, such as e-mail and instant messaging. While we at the organisation consider the widespread use of social networking applications an effective and useful method for communication in the appropriate context, the potential for misuse by workers, during and out of work hours, is such that the following guidelines are in place.

## **B) PURPOSE OF POLICY**

This social networking policy has the following purpose:

- To help protect the organisation against potential liability;
- To give employees clear guidance on what can and cannot be said about the organisation or other workers;
- To help line managers effectively manage employee performance, time management and use of the organisation's resources;
- To help workers separate their professional and personal communication;
- To comply with the law on discrimination, data protection and protecting the health of employees;
- To be clear about the use of monitoring within the organisation.

## **C) POLICY**

Access to email and the Internet is provided during working hours for the purpose of effectively completing work and use must comply with all organisation policies and procedures.

The organisation will not tolerate employees using social networking sites for unofficial or inappropriate uses. Specifically:

- You should not use such sites during contracted working hours for personal interest/benefit, without the authority of an appropriate manager. Usage during your agreed breaks is permitted, subject to the rules contained in this policy;

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- You should not at any time upload photographs to your social networking sites of yourself or any other employee taken in a work situation or in a work uniform No defamatory comments about the organisation should be made on such sites at any time;
  - You should not at any time include information that identifies any other employee/contractor/supplier/client/customer or any other individual working in connection with us;
  - You should not at any time express opinions on such sites which purport to be the opinion of the organisation, nor comments representing your own views on our organisation;
  - Any personal blogs should contain a disclaimer that the views expressed on it are personal views of the author only;
  - You should not at any time make comments on such sites which bring the organisation into disrepute;
  - You should not at any time make comments on such sites which amount to bullying, harassment or any other detriment towards other employees/ contractors/suppliers/clients/customers or any other individual working in connection with us.

The term “use” includes accessing social media by means of PC, mobile phone or by any other device.

You should not use instant messaging whether on a PC or by any other means for personal interest during working hours.

#### ***D) MONITORING OF SOCIAL NETWORK USE***

It is recommended that all employees use strict privacy settings on their social network profiles.

The organisation monitors your internet usage regularly and may undertake more in depth monitoring where considered necessary. This includes monitoring the websites you visit and any other matters referred to in this policy. Monitoring your usage will mean processing your personal data. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

#### ***E) ENFORCEMENT***

Any employee who we suspect has breached this policy will be subject to the organisation’s disciplinary procedure.

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# Standards

## A) WASTAGE

- 1) We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of our organisation.
- 2) You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:
  - a) handle machines, equipment and stock with care;
  - b) turn off any unnecessary lighting and heating. Keep doors closed whenever possible;
  - c) ask for other work if your job has come to a standstill; and
  - d) start with the minimum of delay after arriving for work and after breaks.
- 3) The following provision is an express written term of your contract of employment:
  - a) any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement;
  - b) any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss; and
  - c) in the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess up to a maximum of £500.00.
- 4) In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

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## **B) STANDARDS OF DRESS**

As you are liable to come into contact with customers and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. Where a uniform or workwear is provided, this must be worn at all times whilst at work and laundered on a regular basis. Where a uniform or workwear is not provided, you should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times. You must ensure that appropriate footwear is worn and under no circumstances should flip-flops, open toe sandals or heels be worn when on our client's sites. If you are unsure whether your footwear is suitable, please ask your Manager.

You are not permitted to wear any uniform outside of work unless travelling to and from work.

On termination of employment all company issued uniform/workwear items must be returned to us. Failure to return such items will result in the company making a deduction for the cost of the uniform from your final pay. This is an express written term of your employment.

## **C) HOUSEKEEPING**

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

## **D) QUALITY POLICY**

The Quality Policy of the company is to determine, agree & conform to our Customers needs & expectations, whilst fulfilling the requirements of BS EN ISO 9001: 2008, & statutory law.

The company recognises that to be competitive & maintain good economic performance, we must employ management systems that continually improve the quality of our service & increase the satisfaction of our customers, employees, shareholders, suppliers & society at large.

It is a key in the objectives of the company that the Quality Management System provides: -

- a) Confidence of our Customers that their requirements for quality and safety are being achieved in the delivered service.
- b) Confidence of our management & staff that the requirements for quality are being fulfilled & maintained, & that quality improvements take place.
- c) A framework for establishing and reviewing quality objectives

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We are conscious that the motivation of our employees is dependent on their training and understanding of the tasks they are expected to perform. It is part of our on-going training programme that this policy is communicated and understood at appropriate levels in the company.

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# Health, Safety, Welfare and Hygiene

## **A) SAFETY**

- 1) You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
- 2) You must not take any action that could threaten the health or safety of yourself, other employees, clients or members of the public.
- 3) Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.
- 4) You should report all accidents and injuries at work, no matter how minor, to management and enter details in the accident book that can be found on site.
- 5) You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

## **B) REFRESHMENT MAKING FACILITIES**

Where we provide refreshment making facilities for your use, this area must be kept clean and tidy at all times.

## **C) ALCOHOL & DRUGS POLICY**

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

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

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## **D) NO SMOKING POLICY**

Our policy of no smoking on company premises must be observed at all times. Smoking is only permitted in designated areas. Please be aware this restriction is also extended to all forms of electronic or artificial smoking devices.

## **E) HYGIENE**

- 1) Any exposed cut or burn must be covered with a first-aid dressing.
- 2) If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
- 3) Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

## **F) FITNESS FOR WORK**

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

## **G) MANUAL HANDLING**

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury and to ensure that you do not carry or move anything unless you have received specific training in that area.

## **H) FIRST-AID AT WORK**

We will comply with our obligations regarding first-aid at work and ensure that all employees are given details of our first-aid arrangements, in accordance with current legislation. This may include (but is not limited to) providing trained first-aiders, depending on the outcome of our first-aid needs assessment.

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# General Terms and Procedures

## **A) CHANGES IN PERSONAL DETAILS**

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

## **B) OTHER EMPLOYMENT**

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

- 1) Working hours;
- 2) Competition, reputation and credibility;
- 3) Conflict of Interest;
- 4) Health, safety and welfare.

You will be notified in writing of the Company's decision. The Company may refuse to consent to your request. If you work without consent this could result in the termination of your employment.

If you are unhappy with the decision you may appeal using the Grievance Procedure.

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

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

## **C) TIME OFF**

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of your Manager and Welfare Officer and will normally be without pay.

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

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

## **E) PARENTAL/SHARED PARENTAL LEAVE**

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

## **F) TIME OFF FOR DEPENDANTS**

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

## **G) BEREAVEMENT LEAVE**

Reactions to bereavement may vary greatly according to individual circumstances and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with Senior Management and agree appropriate time off, and depending on the circumstances whether this is with or without pay.

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

## **H) PARENTAL BEREAVEMENT LEAVE**

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

## **I) BEREAVED PARTNER'S PATERNITY LEAVE**

In the unfortunate event that the primary carer of your child dies, you may be entitled to bereaved partner's paternity leave in accordance with the current statutory provisions. You should discuss your circumstances with your Manager and agree time off.

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## **J) FLEXIBLE WORKING**

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

## **K) CARER'S LEAVE**

Employees with caring responsibilities may be entitled to take Carer's Leave in line with current statutory provisions. You should discuss your situation with Senior Management who will explain your entitlements and if appropriate, agree time off.

## **L) NEONATAL CARE LEAVE**

Eligible employees are entitled to neonatal care leave and pay in line with current statutory provisions. If you need time off in these circumstances, you should speak with Senior Management who will explain your entitlements and agree time off.

## **M) TRAVEL EXPENSES**

We will reimburse you for any reasonable expenses incurred whilst travelling on our business. The rules relating to travelling expenses will be issued separately. You must provide receipts for any expenditure.

## **N) EMPLOYEES' PROPERTY AND LOST PROPERTY**

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

## **O) PARKING**

Where parking facilities have been made available to you at any premises you must ensure that you observe all of our traffic requirements e.g. speed limits, etc. To avoid congestion, all vehicles must be parked only in the designated parking areas. No liability is accepted for damage to private vehicles, however it may be caused.

## **P) MAIL**

All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

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

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing personal calls can only be made with the prior permission of your Manager. The site policy regarding mobile phones must be adhered to at all times.

It is illegal to use a mobile phone without a hands-free set whilst driving. It is our policy that you should not use any mobile phone whilst driving without a hands-free set. You should pull over to the side of the road in an appropriate place before making or receiving any telephone calls. In the event of being unable to pick up a call because you cannot find a safe place to park, you must return the call as soon as conveniently possible.

## **R) COMPANY MOBILE PHONES**

The Company mobile phones are to be used for business purposes only except in the case of an emergency. Therefore any personal use deemed by the Company to be excessive may be recharged back to you. This is an express written term of your contract of employment. Internet usage on Company mobile phones is subject to the same provisions set out in our E-mail and Internet Policy. The Company reserves the right to monitor all communications made on Company mobile phones in order to ensure compliance with our policies and procedures.

## **S) BUYING OR SELLING OF GOODS**

You are not allowed to buy or sell goods on your own behalf on our premises or during your working hours.

## **T) COLLECTIONS FROM EMPLOYEES**

Unless specific authorisation is given by your Manager no collections of any kind are allowed on our premises.

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## **U) CLIENT RELATIONS**

Our business involves the provision of services to clients and some of our employees are employed to perform work on behalf of those clients, sometimes on the client's own premises. Due to this relationship, our clients may, on rare occasions, require that such an employee be removed from a job in accordance with their contract with us. In such circumstances we will investigate the reasons for such requests. However, if our client maintains their stance we will then take all reasonable steps to ensure that alternative work is provided. If this is not possible we may have no alternative but to terminate such an individual's employment. This procedure is separate from any concurrent disciplinary matter that may need to be addressed.

## **V) SITE RULES**

Whilst visiting or working at any of our clients premises, you must ensure that you are aware of and strictly comply with all of their rules and requirements e.g. security, health and safety, smoking, parking, etc. Failure to comply with site rules could result in your removal from site and disciplinary action, which, dependant upon the circumstances, could result in your dismissal.

## **W) BEHAVIOUR AT WORK**

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

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

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

## **X) BEHAVIOUR OUTSIDE OF WORK**

The Company recognises the importance of work/life balance. However, owing to the nature of the business, the Company insists on employing staff of the highest integrity, we expect you to maintain these standards outside of working hours. Activities that result in adverse publicity to ourselves, or which cause us to lose faith in your integrity, may give us grounds for your dismissal.

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## **Y) DRIVING LICENCE**

If driving is a necessary part of your role it is imperative that you maintain a valid driving licence suitable for the vehicle you operate at all times during your employment. You are required upon request to produce your driving licence to your Manager. We may also require you to provide us with the ability to access your driving licence details online. If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately. If you are required to drive as part of your job and we are unable to find alternative employment, your employment may be terminated.

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

## **Z) THIRD PARTY INVOLVEMENT**

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

## **AA) RECORDING OF FORMAL MEETINGS**

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

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# Anti-Bribery Policy

## **A) INTRODUCTION**

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

## **B) POLICY**

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

## **C) SUSPICION**

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

## **D) REPORTING**

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

Staff are reminded of the Company's Whistleblowing Policy which is available in this Employee Handbook.

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## **E) GIFTS AND HOSPITALITY**

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

No gift should be given nor hospitality offered by an employee or anyone working on our behalf to any party in connection with our business without receiving prior written approval from your Manager.

Similarly, no gift or offer of hospitality should be accepted by an employee or anyone working on our behalf without receiving prior written approval from your Manager.

## **F) RECORD KEEPING**

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

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

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# Anti Tax Evasion Policy

## **A) INTRODUCTION**

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

Indicators of tax evasion are:-

- a) request for payment by cash;
- b) overly-complex payment mechanisms;
- c) services/goods provided to jurisdictions that do not subscribe to Common Reporting Standards;
- d) transactions involving overly complex supply chains;
- e) transactions involving private banking facilities; and/or
- f) records are incomplete or missing.

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

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

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

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

## **B) DEFINITIONS OF TAX EVASION**

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

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### **C) POLICY**

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

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

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

### **D) TRAINING/MONITORING/REVIEW**

The Company will ensure that it gives all relevant training for staff in relation to financial crime detection and prevention, it will ensure it monitors and enforces compliance with the prevention procedures and regularly review the effectiveness of prevention procedures, refining them where necessary.

### **E) CONCERNS**

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

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# Whistle-blowers

## **A) INTRODUCTION**

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

## **B) QUALIFYING DISCLOSURES**

- 1) Certain disclosures are prescribed by law as “qualifying disclosures”. A “qualifying disclosure” means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the Company has committed a “relevant failure” by:
  - a) committing a criminal offence;
  - b) failing to comply with a legal obligation;
  - c) a miscarriage of justice;
  - d) endangering the health and safety of an individual;
  - e) sexual harassment (unwanted conduct of a sexual nature, as defined in the Equality Act 2010);
  - f) environmental damage; or
  - g) concealing any information relating to the above.
- 2) These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The Company will take any concerns that you may raise relating to the above matters very seriously.
- 3) The Employment Rights Act 1996 provides protection for workers who ‘blow the whistle’ where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure has to be “in the public interest”. We encourage you to use the procedure to raise any such concerns.

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### **C) THE PROCEDURE**

- 1) In the first instance you should report any concerns you may have to a Director who will treat the matter with complete confidence. You can report your concerns via email or phone call. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate official organisation or regulatory body.
- 2) Depending on the nature of the disclosure, it may be necessary to go straight to the relevant organisation or body, who may have set procedures on how they can be contacted. Similarly, it may not be appropriate for a third party to contact a Director, so they should follow the same procedure of contacting the relevant organisation or body.
- 3) When whistleblowing, you should provide as much information as possible on the act being committed, dates and if relevant, names of those involved, in order for a thorough investigation to take place.

### **D) TREATMENT BY OTHERS**

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

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# Capability Procedures

## **A) INTRODUCTION**

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

Apprentices should read this procedure in conjunction with clause B) Examinations and Assessments under Information for Apprentices in this Handbook, and also the corresponding section on Examinations and Assessments in your Apprenticeship Agreement.

## **B) JOB CHANGES/GENERAL CAPABILITY ISSUES**

- 1) If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.
- 2) If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.
- 3) If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.
- 4) If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

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## **C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES**

- 1) Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.
- 2) There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

## **D) SHORT SERVICE STAFF**

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

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# Disciplinary Procedures

## A) INTRODUCTION

- 1) It is necessary to have a minimum number of rules in the interests of the whole organisation.
- 2) The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.
- 3) Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
- 4) The following rules and procedures should ensure that:
  - a) the correct procedure is used when requiring you to attend a disciplinary hearing;
  - b) you are fully aware of the standards of performance, action and behaviour required of you;
  - c) disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
  - d) you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions we may implement temporary measures in order that an uninterrupted investigation can take place. These measures may include, for example:
    - working in a different department, or from a different office or site
    - a change to your usual duties
    - working with different customers/clients, or away from customers/clients
    - working from home
    - suspension on contractual pay.

this list is not exhaustive, and we may implement other measures which are appropriate to the circumstances. None of these measures are to be regarded as disciplinary action or a penalty of any kind.

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Where an employee on temporary suspension tells us that they are sick, the employee will be considered to be on sickness absence, rather than suspension, until the employee notifies us that they are no longer sick, at which point suspension will resume where appropriate;

- e) other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process;
- f) you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
- g) if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

## **B) DISCIPLINARY RULES**

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

## **C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT**

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

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

- a) failure to abide by the general health and safety rules and procedures;
- b) smoking in designated non-smoking areas;
- c) consumption of alcohol on the premises;
- d) persistent absenteeism and/or lateness;
- e) unsatisfactory standards or output of work;
- f) rudeness towards clients, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;

- 
- g) failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
  - h) unauthorised use of e-mail and internet;
  - i) failure to carry out all reasonable instructions or follow our rules and procedures;
  - j) unauthorised use or negligent damage or loss of our property;
  - k) failure to report immediately any damage to property or premises caused by you;
  - l) use of our vehicles without approval or the private use of our commercial vehicles without authorisation;
  - m) failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs;
  - n) if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
  - o) carrying unauthorised goods or passengers in our commercial vehicles or the use of our vehicles for personal gain;
  - p) loss of driving licence where driving on public roads forms an essential part of the duties of the post;
  - q) taking unauthorised annual leave;
  - r) (if you are an apprentice) failure to attend an examination or assessment; and
  - s) (if you are an apprentice) failure to pass an examination or assessment.

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## D) SERIOUS MISCONDUCT

- 1) Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.
- 2) You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

## E) RULES COVERING GROSS MISCONDUCT

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

- a) theft or fraud;
  - b) physical violence or bullying;
  - c) deliberate damage to property;
  - d) deliberate acts of unlawful discrimination or harassment;
  - e) possession, or being under the influence, of drugs\* at work and/or testing positive for drug use in a random sample drug test in line with our policy;
- \*For this purpose, the term 'drugs' is used to describe **both** illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.
- f) breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person;
  - g) sleeping on duty and/or during working hours; and
  - h) Deliberate falsification of timesheets and the TimeGate logging in and logging out system.

(The above examples are illustrative and do not form an exhaustive list.)

**F) DISCIPLINARY PROCEDURE**

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

<b>OFFENCE</b>	<b>FIRST OCCASION</b>	<b>SECOND OCCASION</b>	<b>THIRD OCCASION</b>	<b>FOURTH OCCASION</b>
<b>UNSATISFACTORY CONDUCT</b>	Formal verbal warning	Written warning	Final written warning	Dismissal
<b>MISCONDUCT</b>	Written warning	Final written warning	Dismissal	
<b>SERIOUS MISCONDUCT</b>	Final written warning	Dismissal		
<b>GROSS MISCONDUCT</b>	Dismissal			

- 2) We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal.
- 3) If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.
- 4) In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

**G) DISCIPLINARY AUTHORITY**

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

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

	<b>MANAGEMENT</b>	<b>OTHER EMPLOYEES</b>
<b>Formal verbal warning</b>	Director	Manager
<b>Written warning</b>	Director	Manager
<b>Final written warning</b>	Director	Manager
<b>Dismissal</b>	Director	Contract Manager

**H) PERIOD OF WARNINGS**

- 1) Formal verbal warning

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

- 2) Written warning

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

- 3) Final written warning

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

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## **I) GENERAL NOTES**

- 1) If you are in a supervisory or Managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.
- 2) In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
- 3) Gross misconduct offences will result in dismissal without notice.
- 4) You have the right to appeal against any disciplinary action.

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# Capability/Disciplinary Appeal Procedure

- 1) You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.
- 2) If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment.
- 3) An appeal against a formal warning or dismissal should give details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances.
- 4) The appeal procedure will normally be conducted by a member of staff not previously connected with the process so that an independent decision into the severity and appropriateness of the action taken can be made.
- 5) If you are appealing on the grounds that you have not committed the offence then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.
- 6) You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice. The result of the appeal will be made known to you in writing, normally within five working days after the hearing.

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# Grievance Procedure

- 1) It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
- 2) Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.
- 3) You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.
- 4) If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Statement of Main Terms of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
- 5) If you wish to appeal you must inform the Senior Contract Managers within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the Company will be represented by a more Senior Manager than attended the first meeting (unless the most Senior Manager attended that meeting).
- 6) Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.
- 7) There will be strictly no retaliation or victimisation that will result from reporting a grievance. Bullying, harassment or any other detrimental treatment afforded to a colleague who has reported a grievance is unacceptable. Anyone found to have acted in such a manner will be subject to disciplinary action.

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# Personal Harassment Policy and Procedure

## A) INTRODUCTION

- 1) Harassment or victimisation on the grounds of the following protected characteristic: age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.
- 2) Personal harassment takes many forms but whatever form it takes, it is unlawful under the Equality Act 2010 and will not be tolerated.
- 3) This policy will be reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness.

## B) SCOPE

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

## C) DEFINITIONS

### Harassment

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

Unwanted conduct can include:

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

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## **Sexual harassment**

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

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

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

This occurs when:

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

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## **D) CIRCUMSTANCES WHICH ARE COVERED**

- 1) This policy covers behaviour which occurs in the following situations:
  - a) a work situation
  - b) a situation occurring outside of the normal workplace or normal working hours which is related to work, for example, a working lunch or social event with colleagues;
  - c) outside of a work situation but against a colleague or other person connected to the Company, including on social media;
  - d) against anyone outside of a work situation where the incident is relevant to their suitability to carry out the role.

## **E) COMPLAINING ABOUT PERSONAL HARASSMENT**

### **1) Informal complaint**

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

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

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## **2) Formal complaint**

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

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

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

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

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

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

## **F) DISCIPLINARY ACTION**

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

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- 2) When deciding on the level of disciplinary sanction to be applied, we will take into consideration aggravating factors such as abuse of power over a more junior colleague.
  - 3) If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if it is concluded that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

## **G) THIRD PARTY HARASSMENT**

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

Should you be subjected to third party harassment, you are encouraged to report this as soon as possible to your Manager.

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

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# Sexual Harassment Policy

## **A) INTRODUCTION**

- 1) All members of staff are entitled to be treated with dignity and respect in our place of work. This means freedom from sexual harassment, feeling safe and supported, and having access to redress if such behaviour does arise.
- 2) Sexual harassment takes many forms but whatever form it takes, it is unlawful under the Equality Act 2010 as amended. We will not tolerate it.
- 3) The law requires employers to take reasonable steps to prevent sexual harassment of their workers. We take action to prevent sexual harassment from occurring and have clear reporting procedures for our staff to make a complaint about sexual harassment. If you have been sexually harassed, or you have witnessed sexual harassment, we encourage you to tell us so that we can deal with the matter swiftly.
- 4) Senior Management has overall responsibility for the operation of this policy. Our managers will maintain an open door policy. All of our staff have a responsibility to behave in line with the requirements of this policy.
- 5) Instances of sexual harassment or victimisation may lead to disciplinary action including termination of employment.
- 6) This policy is reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness. Any changes required will be implemented and communicated to our workforce.

## **B) SCOPE**

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

## **C) DEFINITIONS**

- 1) Sexual harassment is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person. It also covers treating someone less favourably because they have submitted to or refused to submit to unwanted conduct of a sexual nature, or that is related to gender reassignment or sex.

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- 2) Sexual harassment may be committed by a fellow worker, an agent of an organisation, or a third party. It does not need to occur in person. It can occur via digital means including social media sites or channels e.g. Whatsapp. Someone may be sexually harassed even if they were not the target of the behaviour. Examples of sexual harassment include, but are not limited to:
- a) sexual comments or jokes, which may be referred to as 'banter'
  - b) displaying sexually graphic pictures, posters or photos
  - c) suggestive looks, staring or leering
  - d) propositions and sexual advances
  - e) making promises in return for sexual favours
  - f) sexual gestures
  - g) intrusive questions about a person's private or sex life or a person discussing their own sex life
  - h) sexual posts or contact in online communications including on social media
  - i) spreading sexual rumours about a person
  - j) sending sexually explicit emails, text messages or messages via other social media
  - k) unwelcome touching, hugging, massaging or kissing
  - l) (Insert any other examples that may be applicable to your workplace)
- 3) Victimization is subjecting someone to detriment because they have done, are suspected of doing, or intend to do an act which is protected under discrimination and harassment laws. It is not necessary for the person to have done the protected act in order for detrimental treatment to be considered as victimization.
- 4) The protected acts are:
- a) making a claim or complaint under the Equality Act 2010 (for example, for discrimination or harassment)
  - b) helping someone else to make a claim by giving evidence or information in connection with proceedings under the Equality Act 2010
  - c) making an allegation that someone has breached the Equality Act 2010, or
  - d) doing anything else in connection with the Equality Act 2010

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- 5) Examples of victimisation may include:
- a) Failing to consider someone for promotion because they have previously made a sexual harassment complaint
  - b) Dismissing someone because they accompanied a colleague to a meeting about a sexual harassment complaint
  - c) Excluding someone from work meetings because they gave evidence as a witness for another employee as part of an employment tribunal claim about harassment.

#### ***D) CIRCUMSTANCES WHICH ARE COVERED***

This policy covers behaviour which occurs in the following situations:

- a) a work situation
- b) a situation occurring outside of the normal workplace or normal working hours which is related to work, for example, a working lunch, a business trip or social functions
- c) outside of a work situation but involving a colleague or other person connected to the Company, including on social media
- d) against anyone outside of a work situation where the incident is relevant to your suitability to carry out the role.

#### ***E) WHAT TO DO IF YOU ARE SUBJECT TO SEXUAL HARASSMENT OR VICTIMISATION***

We are committed to ensuring that there is no sexual harassment or victimisation in our workplace. Allegations of sexual harassment and victimisation will be treated as a disciplinary matter, although every situation will be considered on an individual basis and in accordance with the principles of our disciplinary procedures.

##### **Informal complaint**

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

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

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In addition, you may also choose to raise concerns during your regular communication with your manager, for example, in a 1-2-1 meeting. Your manager will listen to you and take your concerns seriously if you do this, but may encourage you to follow the reporting procedures set out below.

### Formal complaint

Where the informal approach fails or you do not wish to use the informal procedure, you should bring the matter to the attention of your Manager as a formal written complaint and again your confidential helper can assist you in this.

If possible, you should keep notes of what happened so that the written complaint can include:

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

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

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

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

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You have the right to appeal against the findings of the investigator. If you wish to appeal you must inform (Senior Manager) within five working days. You will then be invited to a further meeting. As far as reasonably practicable, the Company will be represented by a more Senior Manager than attended the first meeting (unless the most Senior Manager attended that meeting).

Following the appeal meeting, you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

Regardless of the outcome of the procedure, we are committed to providing the support you may need. This may involve mediation between you and the other party or some other measure to manage the ongoing working relationship.

You will not be victimised for having brought a complaint.

#### **F) WHAT TO DO IF YOU WITNESS SEXUAL HARASSMENT OR VICTIMISATION**

- 1) If you witness sexual harassment or victimisation, you are encouraged to take appropriate action to address it. You should not take any action that may put you at risk of sexual harassment or other harm. If you feel able, you should intervene to prevent the matter continuing. If you are not able to do this, your action may include offering support to the person who has been sexually harassed and encouraging them to report the incident or reporting the incident yourself.
- 2) If reporting the incident, you should bring the matter to the attention of your Manager in writing.
- 3) Your concerns will be handled by a Senior Manager who will sensitively talk to the person subject to sexual harassment to determine how they want the matter to be handled.

#### **G) THIRD-PARTY SEXUAL HARASSMENT**

- 1) Third-party sexual harassment occurs when one of our workforce is subjected to sexual harassment by someone who is not part of our workforce but who is encountered in connection with work. This includes our customers, suppliers, members of the public, (insert as appropriate i.e. clients, service users, patients, friends and family of colleagues, delegates at a conference, audiences, self-employed contractors etc).
- 2) Third-party sexual harassment of our workforce is unlawful and will not be tolerated. The law requires employers to take steps to prevent sexual harassment by third parties.

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- 3) The law does not provide a mechanism for individuals to bring a claim of third-party harassment alone. However, failure for an employer to take reasonable steps to prevent third-party sexual harassment may result in legal liability in other types of claim.
  - 4) If you have been subjected to third-party sexual harassment, you are encouraged to report this as soon as possible to (insert name).
  - 5) Should a customer sexually harass a member of our workforce, we will (include details, for example, warn the client or customer about their behaviour/ban the customer/share information relating to the incident with our other offices/branches). Any criminal acts will be reported to the police.
  - 6) We will not tolerate sexual harassment by any member of our workforce against a third party. Instances of sexual harassment of this kind may lead to disciplinary action including termination of employment

#### **H) DISCIPLINARY ACTION**

- 1) If the decision is that the allegation of sexual harassment or victimisation is well founded, the harasser/victimiser will be liable to disciplinary action in accordance with our disciplinary procedure up to and including summary dismissal. An employee who receives a formal warning or who is dismissed for sexual harassment/victimisation may appeal by using our disciplinary appeal procedure.
- 2) When deciding on the level of disciplinary sanction to be applied, we will take into consideration any aggravating factors affecting the case. One example of aggravating factors is an abuse of power over a more junior colleague.
- 3) If, due to the investigation, it is concluded that your complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

#### **I) TRAINING**

- 1) We provide training to all our staff on sexual harassment to ensure there is a clear understanding of, amongst other things, what sexual harassment is and how it may occur, that it will not be tolerated, expected levels of behaviour, how they can report any incidents of having been sexually harassed or having witnessed it and that acts of harassment will be dealt with under the disciplinary procedure potentially resulting in dismissal.

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- 2) We ensure that all levels of management are trained on implementing this policy including preventing and managing sexual harassment in the workplace, and the procedure to follow if an allegation is reported.
  - 3) We will regularly review the effectiveness of our training and provide refresher training.

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# Equality, Inclusion and Diversity Policy

## A) STATEMENT OF POLICY

- 1) The terms equality, inclusion and diversity are at the heart of this policy. 'Equality' means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. 'Inclusion' means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. 'Diversity' means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our employees are valued and treated with dignity and respect. We want to encourage everyone in our business to reach their potential.
- 2) We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedure, we have made the decision to adopt a formal policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.
- 3) The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.
- 4) We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.
- 5) The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
- 6) The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.
- 7) We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

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## **B) RECRUITMENT AND SELECTION**

- 1) The recruitment and selection process is crucially important to any equality, inclusion and diversity policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
- 2) Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.
- 3) Job descriptions, where used, will be revised to ensure that they are in line with this policy. Job requirements will be reflected accurately in any personnel specifications.
- 4) We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
- 5) We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
- 6) All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.
- 7) All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.
- 8) Short listing and interviewing will be carried out by more than one person where possible.
- 9) Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
- 10) We will not disqualify any applicant because they are unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.
- 11) Selection decisions will not be influenced by any perceived prejudices of other staff.

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## **C) TRAINING AND PROMOTION**

- 1) Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.
- 2) All promotion will be in line with this policy.

## **D) MONITORING**

- 1) We will maintain and review the employment records of all employees in order to monitor the progress of this policy.
- 2) Monitoring may involve:
  - a) the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;
  - b) the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and
  - c) recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.
- 3) The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

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# Termination of Employment

## **A) RESIGNATIONS**

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

## **B) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE**

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

## **C) RETURN OF OUR PROPERTY**

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

## **D) RETURN OF VEHICLES**

On termination of your employment you must return your Company vehicle in your possession to our premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

## **E) GARDEN LEAVE**

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

**NB.**

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

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# Company Vehicle Rules

## **A) DRIVING LICENCE AND AUTHORITY TO DRIVE COMPANY VEHICLES**

- 1) You must be in possession of a current driving licence and have a Director's authority to drive one of our vehicles.
- 2) Your driving licence must be produced for scrutiny by a Director prior to driving any of our vehicles. Alternatively, we may require you to provide us with the ability to access your driving licence details online.
- 3) If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately. \*If you are required to drive as part of your job and we are unable to find alternative employment, your employment may be terminated.
- 4) It is your responsibility to see that the vehicle is not used by anyone other than authorised employees. Special written permission must be obtained from a Director for the vehicle to be used by any other person.
- 5) Data collected about driving licences will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

## **B) FIXTURES, FITTINGS AND MODIFICATIONS**

- 1) No fixtures such as aerials, roof racks, towing apparatus, stickers, may be attached to any of our vehicles without prior written permission. When handing the vehicle back to us such attachments must remain unless adequate rectification work is carried out professionally to restore the vehicle to its former condition.
- 2) No change or alteration may be made to the manufacturer's mechanical or structural specification of the vehicle.

## **C) WARRANTY**

All warranty work must be reported to us prior to it being carried out.

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## **D) CLEANING AND MAINTENANCE**

- 1) When you drive one of our vehicles it is your responsibility to ensure that it is kept clean and tidy and that it is returned to us in that condition after use.
- 2) Any maintenance or repair work, or replacement of parts, including tyres, must be reported to us so that we can organise for it to be carried out.
- 3) Failure to adequately clean the vehicle may mean you are subject to the cost of the valet being deducted from your pay.

## **E) USE OF MOBILE PHONE WHILST DRIVING**

It is illegal to use a mobile phone whilst driving (without a hands free set). It is our Company policy that you should not use any mobile phones whilst driving. You should pull over to the side of the road in an appropriate place before making or receiving any telephones calls. In the event of you being unable to pick up a call because you cannot find a safe place to stop, you must return the call as soon as conveniently possible.

## **F) NO SMOKING POLICY**

It is our policy that all workplaces including vehicles are smokefree, which includes the use of e-cigarettes. This policy applies to all employees, contractors, clients or members of the public including using their own vehicle for Company business. You may only smoke during authorised breaks and in the designated areas.

Company disciplinary procedures will be followed if you do not comply with this policy. Those who do not comply with the smokefree law may also be liable for a fixed term penalty fine and possible criminal prosecution.

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## **G) FUEL ETC.**

- 1) In addition to keeping the vehicle regularly serviced, it is your responsibility to see that the oil and water levels, battery and brake fluid and tyre pressures are maintained and that the tread of all tyres conforms to the minimum legal requirements.
- 2) If you have been issued with a Company fuel card, you are responsible for its security and safekeeping. In the event that it is lost or stolen, it is imperative that you report this to a Director immediately. Any private fuel charged on the card must be declared within your expenses and will be deducted from your pay. This is an express written term of your contract of employment.

Failure to comply with this procedure will result in disciplinary action which may result in dismissal.

## **H) FINES**

We will not be held responsible for any fines (e.g. parking, speeding, etc) incurred by you whilst working for us. If we receive the summons on your behalf, we may pay the fine and deduct the cost from any monies owing to you.

## **I) DAMAGE OR INJURY**

- 1) If you are the driver of any of our vehicles and it is involved in an accident which causes damage to our vehicle or property, another vehicle, or injury to any person or animal, you must notify us immediately. You are required to give your name and address, the name and address of the Owner, the registration number of the vehicle and the name of the Insurance Company to any person having reasonable grounds for requiring such information. It is important that you give no further information. If for some reason it is not possible to give this information at the time of the accident, the matter must be reported to the police as soon as possible, but within twenty-four hours of the occurrence.
- 2) In addition in the case of an incident involving injury to another person or to notifiable animals (i.e dogs), you are responsible for notifying the police of the occurrence, and you must produce your insurance certificate to a Police Officer attending the accident, or any other person having reasonable grounds for seeing it. The accident must be reported to a police station or to a Police Officer within twenty-four hours. If you are not then able to produce the certificate, you must, in any event, produce it in person within five days after the accident, to such police station as you may specify at the time of first reporting the accident.

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- 3) For security reasons, insurance certificates are kept by us. However, a copy of the certificate of insurance is provided with each vehicle and this will be renewed annually. You should make sure that it is with the vehicle at all times. Replacement copies can be obtained from us if necessary.

## **J) LOSS**

- 1) In the case of theft of one of our vehicles, the police and ourselves must be informed immediately. Full details of the contents of the vehicle must also be given. If any contents are stolen from the vehicle the police and ourselves should be notified immediately.
- 2) Please note that only Company property is insured by us and you should make your own arrangements to cover personal effects.
- 3) The vehicle should be kept locked when not in use and the contents should be stored out of sight, preferably in the boot. If a vehicle is stolen we are required to prove to the Insurance Company that there has been no negligence and, therefore, we must hold you responsible in the event of such negligence.

## **K) ACCIDENT PROCEDURE**

- 1) It is a condition of the insurance policy that the insurers are notified of all accidents, even if apparently of no consequence. You must, therefore, as soon as possible after the accident, obtain an accident report form from us which must be completed and returned to us within twenty-four hours. All the information required on the form must be completed. You should note that whenever possible the following particulars should appear in the form:-
  - a) The name and address of the other driver and the name and address of his/her insurers.
  - b) The names and addresses of all passengers in both our vehicle and the third party's vehicle.
  - c) Names and addresses of all witnesses. It will be of considerable assistance if statements can be obtained from all witnesses at the time of the accident.
  - d) Particulars of the police attending i.e. name, number and division.
- 2) A detailed sketch must be provided showing the relative position of the vehicle before and after the accident, together with details of the roads in the vicinity, e.g. whether they are major or minor roads and as many relevant measurements as possible.

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- 3) If our vehicle is undriveable you are responsible for making adequate arrangements for the vehicle to be towed to a garage, and the name and address of the garage where the vehicle may be inspected must be stated on the claim form.
  - 4) We will organise for repairs to be carried out.
  - 5) Under no circumstances may repairs be put in hand until the Insurance Company has given its Agreement. We will notify you when this has been done.
  - 6) You should not under any circumstances express any opinion one way or the other on the degree of responsibility for the accident. Only exchange particulars mentioned in 1) above and nothing more.

### ***L) ROAD FUND LICENCE***

The road fund licence for each vehicle will be renewed automatically when due.

### ***M) PERMITTED USE***

Subject to the restrictions already stipulated, our vehicles may only be used for our authorised business of travelling to and from clients for the purpose of servicing clients and prospect clients unless previous arrangements for private domestic or social use have been agreed with us in advance. They may not be used for the carriage of passengers for hire or reward, nor may they be used for any type of motoring sport, including racing, rallying or pace making, whether on the public highway or on private land.

### ***N) PERSONAL LIABILITY FOR DAMAGE TO VEHICLES***

- 1) Where any damage to one of our vehicles is due to your negligence or lack of care, we reserve the right to insist on your rectifying the damage at your own expense or paying the excess part of any claim on the insurers.
- 2) Repeated instances may result in the use of the vehicle being withdrawn and disciplinary action being taken.

### ***O) SECURITY TRACKERS***

All Company vehicles are fitted with trackers for security and management information purposes. These enable the Company to monitor the vehicles' whereabouts at any time, both live and retrospectively. Vehicles are monitored to assist in the safety of lone workers, to verify movements and to track the vehicle in the event of theft.

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## **P) ONBOARD VEHICLE CAMERAS**

Cameras may be fitted to some of our vehicles. This is for a number of reasons, including the prevention of crime, the safety of employees and clients, and for reducing insurance and legal costs. The footage can be monitored live or retrospectively.

Employees should be aware that footage from the cameras may be used and relied upon, where necessary, for insurance purposes and for disciplinary purposes. Similarly, if there were allegations of negligence or careless driving made by clients or third parties against employees, or claims brought against any member of the Company leading to civil proceedings, by clients, third parties or employees the Company may use and/or submit the footage to the relevant authorities.

## **Q) OTHER GUIDELINES**

- 1) It must be emphasised that you must never drive under the influence of alcohol, or drugs, including medicines which may affect your driving.
- 2) Use seat belts at all times and comply with local traffic conditions.
- 3) Always drive within the speed limit and reduce speed where weather conditions required you to.
- 4) DO NOT DRIVE if tired.
- 5) Always take regular breaks from the vehicle.