LITTLEWORLD DAY NURSERIES LTD

Policies & Procedure Manual 2026

HR DEVELOPMENT OF POLICIES

It is essential for Littleworld Day Nurseries to set out clearly how it wants to run its business, and how it wants its employees to work with each other. Nursery policies provide everyone with guidelines, of processes to use and they explain the standards of behaviour we expect from all employees.

These policies do not form part of your employment contract, and we may update them at any time.

There are several key objectives in setting out policies clearly:

- To help us to achieve good business results and achieve a successful, profitable business.
- To ensure that we comply with the law and recognise codes of practice.
- To ensure that we are treating employees fairly and consistently right across the Nursery.
- To explain the right 'way' of handling things.
- To save managers time, by providing a manual which they can refer to when dealing with different situations.
- To publish a set of policies that are completely open to anyone in the Nursery, and all employees can refer to them to see how a situation is likely to be managed.
- Policies will be developed where it is necessary e.g., to add maximum value to the business e.g., helps us in managing costs.
- For the benefit of employees.
- Clarify processes or procedures that employees are expected to follow.
- Provide guidance for managers and supervisors in dealing with difficult situations.
- Policies will have a clear purpose and be concise and easy to understand.
- Policies will be open to everyone in the organisation not just managers and supervisors.
- Policies will follow a standard format in the interests of consistency and ease of use.
- Policies will be held by managers or supervisors who will be responsible for making sure that they are accessible to their team, and for keeping them up to date.

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1 Recruitment Policy

Introduction

We will follow fair and lawful processes in recruitment.

This policy:

- Goes through each step of our process for attracting and selecting external and internal job candidates.
- Explains how we make sure that we avoid discrimination and any unfairness in recruitment.
- Sets out how we tackle the risk of unconscious bias.
- Explains how we incorporate special cases, such as agency workers and those selected for redundancy, into our recruitment processes.

An overview of the recruitment process

Our recruitment process for any vacancy includes the following steps:

Prepare a job description and a person specification or review any existing documents for the position. These documents will include the key criteria we are looking for in any applicant and will help us to prepare job adverts.

Receiving applications and shortlisting: We will look at all applications received and shortlist candidates. We will only consider information submitted as part of the application process when making decisions on shortlisting. This is to make sure that we treat all applicants fairly and equally.

Selection process: The selection process will vary depending on the vacancy. Examples of selection methods which we may use include structured interviews, case studies, presentations and psychometric tests.

Offer: We will make any offers in writing. They will usually be conditional on the following:

- Receipt of two satisfactory references.
- DBS.
- Completion of our Right to Work checks in line with our Right to Work Policy.
- Receipt of confirmation of essential qualifications.

Questions about heath and reasonable adjustments

We will not generally ask candidates any questions about their health or any disabilities before any job offer is made. However, we may do so in the following circumstances:

- To find out whether a candidate is able to carry out an assessment which forms part of the application process.
- To understand whether a candidate would be able to carry out a function which is central to the job.

Internal and external recruitment

As each vacancy arises, we will consider the needs of the business and what we are aiming to achieve from the recruitment process. This will involve consideration of whether the vacancy should be advertised internally before any external advertisement.

Our commitment to avoiding discrimination and unfairness in our recruitment processes

We take the following steps to avoid discrimination and unfairness in our recruitment processes:

- We generally follow a competency-based structure for interviews.
- We ask for Right to Work documentation at the same stage in the recruitment process for all candidates, so we are not influenced by immigration status in making any decision on recruitment.

How we deal with the risk of unconscious bias in recruitment

The brain makes judgments every day by processing information at rapid speed. The brain interprets the information it receives to make judgments and to influence actions. This is not something that we can stop from happening. However, this thought process can also cause us to treat some people more favourably or less favourably. This is what we mean by unconscious bias.

We recognise that unconscious bias is not something that can be prevented; it is human nature. However, we believe that by making those involved in recruitment aware of it, we can help them to step back and assess any decision they make for the presence of unconscious bias. To assist with this, we will:

- Standardise aspects of our recruitment processes so that candidates are judged on objective criteria and standards in certain areas.

Special situations: redundant employees

Employees who have been provisionally selected for redundancy will be made aware of all vacancies existing within the business and will be kept informed should any new vacancies arise. For further information, please see our Redundancy Policy.

Data protection

All information and documentation collated in relation to candidates as part of our recruitment processes will be stored, processed and destroyed in line with our Data Protection Policy.

Data protection

During the recruitment process we will need to collect, handle and store various data about you. This is likely to come from different sources including:

- your application form and covering letter,
- your CV,
- your assessments,
- notes of your interview,
- employer references,
- results of pre-employment checks.

We will only collect data that is relevant to the recruitment decisions we need to make.

We will only take up references on you with your consent, and if that consent is not provided the offer will be withdrawn.

Relevant data will be held confidentially, stored securely and retained for only as long as necessary, in line with our Data Protection and GDPR Policy.

Only information that has a bearing on the employment relationship will be transferred to your personnel file.

Enforcing this policy

If you are an employee of ours and believe that you have been discriminated against in breach of this policy, you should speak with your manager. You may want to take the formal step of raising a grievance, in which case you should follow our Grievance Policy.

If you make a complaint under this policy in bad faith (where, for example, you know the allegation you are making is not true), we may regard that as a disciplinary issue. In serious situations, that could lead to dismissal without notice or payment in lieu of notice.

If you are found to have breached this policy by unlawfully discriminating against someone during the recruitment process, we may consider that to be misconduct. We might deal with it by providing (additional) training, issuing a warning or, in serious cases, considering dismissal.

2 Probation Policy

Introduction

We use the first months of employment in a new role to assess your overall conduct and performance. We do this within a supportive environment aimed at giving you the best opportunity to succeed. We call this your 'probationary period'.

This Policy:

- Explains the purpose of a probationary period
- Sets out who will be subject to a probationary period
- Explains the review process which will be followed by us during your probationary period
- Sets out what happens where issues are identified during a probationary period
- Explains the roles and responsibilities of those involved with managing probationary periods
- Explains the different outcomes available both during and at completion of a probationary period.

This Policy does not form part of your contract of employment. We reserve the right to amend or remove this Policy at any time.

Your contract of employment sets out the contractual agreement between you and us in relation to your probationary period. To the extent that there is any conflict between that document and this, the provisions contained in your contract of employment shall prevail.

What is a probationary period?

A probationary period is a period of time at the start of the employment relationship where both you and we take some time to evaluate conduct, performance, and role suitability.

Your contract of employment will set out the specific probationary period rules applicable to your role. However, usually, your probationary period will run during the first three/six months of your employment with us.

Who do probationary periods apply to?

All new employees to the business will usually spend the first three/six months of their employment completing their probationary period.

Our promises

We undertake to provide sufficient information as part of the induction process such that you have a clear understanding of your role and the standards you are required to meet. These may include but are not limited to:

- standards of performance in the role
- standards of behaviour and appearance
- skills, qualities and levels of competence required
- any specific objectives or targets
- any agreed training and support available

We will also make it clear how requirements will be measured during the probation period and how you will know whether they are meeting them.

Probationary review process

We recognise that, as every employee is different, every probationary period will look slightly different. We will adapt our processes to best suit the needs of you and the business. However, the following general principles apply to all probationary periods:

- Your probationary period will be overseen by your manager.
- Your manager will give you feedback regularly throughout your probationary period, so you know what's going well and if there are any areas where you might need some more training and support.
- We will generally provide any reasonable training or support identified as part of the review process.
- You will be prompted to provide feedback on any areas you are not clear about or where you believe you need more support.
- We will keep records of the points discussed during formal and informal meetings as part of the probationary review process and will share our notes with you.
- You may be invited to attend formal review meetings during your probationary period. These are an opportunity to talk about your progress and outline any issues with how things are going.
- You will be invited to a final probationary review meeting at some point before the end of your probationary period. More details in relation to this are set out below.

Final probationary review meeting

Before the end of your probationary period you will be invited to a final probationary review meeting. At this meeting we will usually either:

- confirm that your probationary period has been successful; or
- employment with us to an end.

You will be offered the right to be accompanied at any final probationary review meeting by either a work colleague or trade union representative

On occasion, we may decide that we need a longer period of time for review. In such cases, we may extend the probationary period either on the same terms or on such modified terms as we think fit in all the circumstances. We will confirm any extension in writing.

Notice during the probationary period

Typically, your notice period during your probationary period will be set at one week from either party. This means that either you or we can end the employment by giving each other one week's notice.

If we give you notice of termination of employment during or at the end of your probationary period we reserve the right to end your employment immediately and pay you in lieu of your notice period.

Disciplinary procedures and other formal procedures

Our disciplinary procedures and all other formal procedures are disapplied during your probationary period.

Terms and conditions of employment during probationary period

The terms and conditions of employment applicable during your probationary period will continue to apply until you receive written notification from us that your probationary period has been successfully completed.

3 Holiday Policy

Overview

This policy covers everything to do with your holiday entitlement and explains what you must do to arrange time off for holidays.

This policy applies to all employees and workers but does not apply to self-employed contractors.

What is my holiday entitlement?

You will find the number of days of paid holiday you are entitled to in your contract. This includes bank and other public holidays.

Bank holidays are the public holidays which are observed each year in the UK.

We will not usually be open on these days. In England & Wales, there are usually eight bank holidays observed each year. These are Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, the first Monday in May, the last Monday in May and the last Monday in August. If a bank holiday falls on a weekend, then it will be observed on the next available working day following that weekend.

Although this general pattern is followed each year, there will be occasions when an additional bank holiday is declared. Recent examples include King Charles's Coronation in 2023. When an additional bank holiday or public holiday is declared, we will add this date to your annual holiday entitlement as an additional day. If your holiday entitlement is stated to be 'inclusive of bank holidays', then we may take account of any additional bank holidays or public holidays declared when calculating your overall annual entitlement.

What if I work part-time?

If you work part-time, then your holiday entitlement will be calculated on a pro-rata basis. Our calculation will take account of bank holidays and other public holidays.

What if I work Term Time only?

If you work Term time only your holiday is taken during School term closure periods. You will receive payment in respect of your paid statutory holiday entitlement. As a term time only employee, any requests to take holiday whilst "in term" will not be authorised.

When does the holiday year start?

The Nursery's holiday year begins on 1 April and ends on 31March. If you join or leave the Company part way through the holiday year, we'll calculate your holiday entitlement for that holiday year on a pro-rata basis.

What if I've just started work?

During your first year, you can only take the number of days you have accrued up to the day your holiday starts, unless your manager has agreed otherwise and confirmed that in writing.

Can I carry my holiday over if I don't take it all?

You are strongly encouraged to take all the holiday due to you in the holiday year in which it has accrued. Holidays not taken by the end of the holiday year will be lost and you will not receive any payment in lieu.

How do I request time off?

You can ask to take a maximum of two weeks' holiday at any one time. You should put in your request as soon as you have chosen the dates (but before booking your holiday), and you should give us notice of at least twice the length of the time you want to take off.

You must make all requests for holiday leave in writing to your manager by using your holiday card.

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

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

Provided you have sufficient holiday entitlement, we will – wherever possible – try to fulfil requests for time off for a religious occasion. This will however be subject to our business requirements. Further information can be found in our Religious & National Holiday Celebrations Policy.

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

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

How much will I be paid?

We will pay you at your normal rate while you are on holiday. We will let you know whether any commission or overtime payments will be included in your holiday pay. If we do include these elements in your holiday pay on one occasion, it does not mean that we must include them in the future.

Irregular hours workers: rules applicable from Holiday Year commencing 1st April 2024

This section sets out special rules that apply to holiday accrual and holiday pay for employees and workers whose number of paid hours in each week's or month's pay period is, under the terms of their contract, wholly or mostly variable.

Holiday entitlement for irregular hours workers accrues at the end of each pay period at a rate of 12.07% of the hours worked in that pay period. 'Pay period' means the intervals in which you are paid (i.e. weekly for weekly paid workers; monthly for monthly paid workers).

If you are on sick leave or statutory family leave (such as statutory maternity or paternity leave) you continue to accrue annual leave whilst you are off under a different calculation based on 12.07% of the average hours worked in the 52 weeks prior to your absence on sick leave or family leave (including any weeks where no work was done but excluding any weeks where you were on sick leave or family leave). If you have worked for less than 52 weeks, then this lesser period will be used to calculate the average.

Your holiday will be paid at the end of each pay period. This means that rather than being paid when you actually take your holiday entitlement, you will be paid for your holiday as you accrue it, at the same time as your ordinary pay each week/month. Your holiday pay will then be shown as a separate item on your payslip and will be 12.07% of your normal pay for that month.

During any period of sick leave or family leave, any worker who receives rolled-up holiday pay will continue to be paid rolled-up holiday pay calculated as an average of the rolled-up holiday pay received in the 52 weeks looking back from the date that the sick/family leave began.

Part-year workers: rules applicable from holiday year commencing 1st April 2024

This section sets out special rules that apply to holiday accrual and holiday pay for workers who are part-year workers under their employment contract (i.e. they only work a number of weeks or months in the year – most commonly seen with term-time workers).

Holiday entitlement for part-year workers accrues at the end of each pay period at a rate of 12.07% of the hours worked in that pay period. 'Pay period' means the intervals in which you are paid (i.e. weekly for weekly paid workers; monthly for monthly paid workers).

If you are on sick leave or statutory family leave (such as statutory maternity or paternity leave), you continue to accrue annual leave whilst you are off under a new calculation based on 12.07% of the average hours worked in the 52 weeks prior to the absence on sick leave or family leave (including any weeks where no work was done but excluding any weeks where you were on sick leave or family leave).

If you work Term time only your holiday is taken during School term closure periods. You will receive payment in respect of your paid statutory holiday entitlement which is split equally over 12 months along with your annual salary. As a term time only employee, any requests to take holiday whilst “in term” will not be authorised.

During any period of sick leave or family leave, any worker who receives rolled-up holiday pay will continue to be paid rolled-up holiday pay calculated as an average of the rolled-up holiday pay received in the 52 weeks looking back from the date that the sick/family leave began.

What happens if I am sick during my holiday?

If you are sick while on holiday, you can treat the time off as sick leave instead of holiday but you must tell your manager as soon as possible.

To reclaim your holiday time and take it at a later date, you must follow the absence reporting procedure and provide medical evidence — translated into English if necessary — of your illness or injury. If you do not do this, we will treat your absence as holiday and not sick leave.

If you are on sick leave at the start of a holiday period, and you are not fit to work at any time during it, you may reschedule the affected days. You will need to provide medical evidence and follow the procedure outlined above.

We may pay you sick pay, rather than holiday pay, for any scheduled holiday days taken as sick leave provided you qualify under our sick pay policy or your contract of employment. You will need to follow the procedure above for your request to be considered.

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

Holiday and long-term sickness absence?

You will continue to accrue holidays during periods of sickness absence.

You can request holiday in the same way as if you were at work. You will receive holiday pay rather than sick pay for any days approved.

We are able to designate specific days or weeks during your absence as holiday provided that we give you notice of at least twice the length of the holiday itself. You will receive holiday pay for these days.

If you are on a period of sick leave which spans two Holiday Years, you may carry over unused holiday (up to a maximum of four weeks (inclusive of bank holidays) less any days of holiday which have been taken during the year which has just ended) to the following Holiday Year. If you have taken four weeks' holiday by the end of the Holiday Year, you will not be allowed to carry over any unused holiday under this rule. If you have taken less than four weeks, the remainder (up to a cumulative total of four weeks (inclusive of bank holidays)) may be carried over under this rule.

Any holiday that is carried over during long-term sickness absence must be taken within 18 months of the end of the Holiday Year in which it accrued, or it will be lost.

Holidays and family leave

Holiday continues to accrue during periods of family leave.

If a period of family leave is likely to span two Holiday Years, then you are expected to take all holiday which will accrue in the first of those years before commencing family leave. Any holiday which cannot reasonably be taken before the start of the leave can be carried over to the next Holiday Year. This covers your full annual leave entitlement.

Any carried-over holiday entitlement must be taken immediately upon return to work following family leave unless other arrangements are agreed with your Manager.

What happens if I leave the Nursery?

If you give or receive notice of the termination of your employment, then we may require you to take any accrued but untaken holiday during your notice period.

If, on the termination of your employment, you have accrued more holiday than you have taken in the Holiday Year, then we will make a payment in lieu for each day which has accrued but which has not been taken. Payment will be processed through payroll.

If, on the termination of your employment, you have taken more holiday than you have accrued in the Holiday Year, then we will deduct any excess taken from any other sums due to you from us.

Payments and deductions on termination of employment will each be calculated on the basis of 1/260th of annual salary (or average annual remuneration) for each day.

4 Flexible Working Policy

Introduction

Flexible working is the idea that your working life can, with agreement, be adapted to suit your needs and preferences. This may mean a change to the hours that you work, your start and finish times, your days of work or the place where you work. We recognise the benefits of flexible working and will consider all flexible working requests with an open mind. However, we will need to balance the request against its effect on the business and its impact on other employees.

This Policy:

- Sets out your legal entitlement to make a flexible working request.
- Explains how such a request should be made and the procedures we follow.
- Sets out the circumstances where we may decline your request.
- Explains what happens if a request is approved.

This Policy applies to all employees.

This Policy sets out the formal process by which you can request flexibility at work. Before you make a formal flexible working application, we suggest that you discuss any request for flexibility informally with your line manager.

What is flexible working?

Flexible working might involve reducing or varying your hours or the days that you work or changing the location from which you work. There are lots of options, including:

- Part-time working
- Term-time working
- Annualised hours
- Compressed hours
- Flexitime
- Hybrid, home or remote working
- Job sharing

Who can make a flexible working request?

All employees have the right to make a flexible working request. Normally only two requests can be made in each 12-month period. But if you qualify as disabled, you can make requests to work flexibly as a 'reasonable adjustment', and you can do that more than twice a year.

How should a request be made?

Under the formal flexible working regime, a request for flexible working must be sent to your manager in writing and must:

- State that it is a flexible working request.
- Be dated.
- Set out the change that you want and when you want it to take effect.
- State whether you have previously made a flexible working request to us and, if so, when.

You can only have one live request at any one time. Once a request has been made, it remains live until any of the following occur:

a) A decision about the request is made by us (and any appeal is concluded)

b) The request is withdrawn

c) An outcome is mutually agreed

d) The statutory two-month period for deciding requests ends without an agreed extension

Our approach to flexible working requests

We will deal with flexible working requests reasonably.

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

We may grant your request in full or in part, or we may refuse it. We may also propose changes to your request for you to consider. You may be asked to complete a trial period before we confirm whether we agree to the changes.

Meeting

We will usually invite you to a meeting to discuss your request. The meeting will give you the chance to discuss why you are requesting the change how we can accommodate it and will allow us to understand how you think such a change will work in practice. We aim to hold a meeting within 28 days of receiving a request.

We will write to you with the outcome of your flexible working request, usually within 2 weeks of having held a meeting with you.

If we are happy to agree to the flexible working request, then we will confirm our agreement in writing without the need for a meeting.

The right to be accompanied

You may be accompanied by a colleague or trade union representative at any meeting called under this Policy.

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

Your colleague or union representative can, if you'd like them to, explain the key points of your case at the meeting and can respond on your behalf. You can also confer with them during the meetings. However, they must not answer questions put directly to you or try to prevent us asking questions or outlining our points.

Extending the time that we have to deal with a request

If, for some reason, we are not able to make a final decision within two months of the date that you made your request, then we will ask you to agree to extend the time that we have to deal with the request. This might be necessary if, for example, you have appealed against a decision taken to refuse your request or if we have accepted the request on a trial basis but have not made a final decision.

We will record any agreement to extend time in writing.

What we will do if we receive requests from more than one employee

We will look at each request individually, on its own merits. Agreeing to one request does not mean we will reach the same conclusion again, nor does it create a right for any other employee. There may be situations when agreeing flexible working with one employee means that others' requests for similar flexible working cannot be granted.

If we receive several requests from the same business area or team at the same time, and we believe that we will have difficulty in accommodating all requests, then we will speak to each employee with a view to seeing whether a compromise can be reached. If a compromise cannot be reached, then we will look at the requests in the order that they were received by us (unless the competing request is being made as a request for reasonable adjustments because of a disability under the Equality Act 2010).

Agreeing a request

If we accept your flexible working request, then your new work pattern will form a variation to your contract of employment and will be permanent unless otherwise agreed. We will confirm your new terms in writing.

We will review your new working pattern with you at regular intervals following the approval of your request to make sure that it is working as expected and meeting the needs and expectations of both you and the business.

Rejecting a request

We will try to accommodate flexible working requests where possible. If we cannot accept your request, we will explain why in writing and will rely on one or more of the following reasons:

- It will cost the business too much.
- The business cannot reorganise the work among other employees.
- The business cannot recruit more employees.
- There will be a negative effect on quality.
- There will be a negative effect on the business's ability to meet customer demand.
- There will be a negative effect on performance.
- There's not enough work for you to do when you've requested to work.
- There are planned changes to the business (for example, the business intends to reorganise) and we don't think the request will fit with these plans.

We will explain why our decision to reject your request for the stated reason or reasons, is reasonable.

If we reject your request, you have the option to appeal our decision.

Trial periods

The legal framework surrounding flexible working does not include any right to agree to the request on a 'trial period' basis. However, it may sometimes be useful for both you and us to 'try out' the new working arrangements before a permanent change is made to your contract of employment. In these circumstances, we may seek to agree a trial period with you. We will not impose a trial period on you. If you reject the offer of a trial period, we will have to agree or reject your flexible working request straight away. If you agree to a trial period, then we will set out this agreement in writing. The letter may also include reference to an extension of the two-month time limit for dealing with flexible working requests (as this period would otherwise continue to run during the trial).

At the end of any agreed trial period, we will make a final decision on your flexible working request and will communicate this in writing. If we decide to reject your request, then you will have the option to appeal this decision.

Appeals

You may appeal within one week of our decision. Your appeal should be dated and sent in writing to the person identified as the appeal officer in the decision letter. You must explain exactly why you are appealing.

We will invite you to an appeal meeting. Wherever possible, the appeal meeting will not be led by the manager who held the meeting at which we decided what action to take. You may be accompanied by a trade union representative or work colleague, in line with the process outlined above. Appeals will normally be determined before the end of the 'decision period' two months from when you sent your initial request) wherever possible. An extension to the 'decision period' may need to be agreed with you, if necessary.

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

Withdrawal of a request

You can withdraw a request for flexible working at any time after it has been made. A withdrawn request will count as one of the two requests that you are able to make under the statutory scheme in any 12-month period.

We may notify you that we have decided to treat your conduct as a withdrawal of your flexible working request where either of the following applies:

- You have failed, without good reason, to attend both the first meeting arranged to discuss your request and the next meeting arranged for that purpose.
- We have allowed you to appeal against the rejection of your request and, without good reason, you have failed to attend both the first meeting arranged by us to discuss your appeal and the next meeting arranged for that purpose.

We will notify you in writing if we decide to treat your conduct as a withdrawal of your request.

5 Equality Diversity and Inclusion Policy

Introduction

This Policy covers all aspects of how you are treated by us and everybody who works for us. It also sets out the standards of conduct we need from you. It covers:

- Recruitment
- Pay and conditions of employment
- Training and continuing professional development
- Promotion
- Appraisals
- Grievances and disciplinary matters
- Ending employment
- Giving references
- How visitors are treated
- How clients and suppliers are treated
- How any other business contacts and associates are treated

This Policy:

- Explains what we mean by equality and diversity.
- Sets out the legal protections in this area.
- Explains the importance of equality and diversity to the business.
- Sets out the role you can play in ensuring that the workplace is a diverse, inclusive and supportive environment for all, focused on the goal of equality.

This Policy applies to all employees, apprentices, consultants, officers, contractors, interns, volunteers, job applicants, and agency and casual workers.

What is equality, diversity and inclusion?

"Equality" requires us, and you, to treat everyone equally and fairly, with equal opportunities and rights.

"Diversity" recognises that this world is full of differences. We should note, value and positively embrace these differences. It is important for differences to be recognised. But it is equally important that, whilst recognising them, each and every person does so positively, with the importance of equality at the forefront of their minds.

"Inclusion" is the idea that, through raising awareness of the importance of equality and diversity, all members of the workplace environment feel that they are valued, respected, and included regardless of their background or identity. Everyone, without exception, should feel 'included' at work.

Our commitment to equal opportunities

We want everyone associated with our business to have a fair and equal opportunity to achieve their very best in a safe working environment. We want everyone who works for us to understand the importance of this, and to act consistently with it at all times.

We will not tolerate discrimination or harassment in our business, and we will never victimise anyone who makes a legitimate complaint to us about harassment or discrimination, or anyone who supports a colleague in their complaint.

This Policy is underpinned by the following further commitments:

- To create a working environment free from all forms of unlawful discrimination, including victimisation and harassment.
- To have a workplace capable of allowing everyone to achieve their potential, and where individuals are willing to give their best.
- To make sure that all staff understand their rights and responsibilities under this Policy – if you are not sure what we consider acceptable and unacceptable, you should check with your manager.

- To amend this Policy if we think it has become outdated, or circumstances suggest to us that it needs to be updated.
- To protect staff, wherever possible, from being victimised or treated less fairly if they make or support a complaint in good faith under this Policy.

Why might a person be treated unfairly or less favourably?

Although it is important to create a workplace which promotes fairness for all, the law focuses its protection on nine characteristics. The current protected characteristics are:

- Age
- Disability (which means someone with a physical or mental impairment which has a long-term and substantial adverse effect on their ability to carry-out normal day-to-day activities)
- Gender reassignment (which covers any person who is proposing to undergo, is undergoing or has undergone a process for the purpose of reassigning their sex by changing physiological or other attributes of sex)
- Marriage and civil partnership
- Pregnancy and maternity
- Race (incorporating colour, ethnic origin, national origin and nationality)
- Religion or belief
- Sex - following a legal ruling, this term refers to biological sex (sex at birth)
- Sexual orientation

You don't actually have to have a protected characteristic in order to be able to claim you have been discriminated against because of it. The law protects you from being treated less favourably because of a protected characteristic you are thought to have (discrimination by perception) or because of the characteristic of someone you are associated with (discrimination by association).

So, for example, if an employee who is straight is subjected to verbal homophobic abuse in the mistaken belief that they are gay, that employee could still claim discrimination on grounds of sexual orientation. If an employee who is straight is treated unfairly because they have been seen socialising with someone who is gay, then that employee could potentially claim discrimination on grounds of sexual orientation as they are being discriminated against by association. With the protected characteristic of sex, if a trans man (biological woman) is treated unfavourably because of the perception that they are a woman then they could claim direct sex discrimination.

What are the different types of discrimination?

Generally, discrimination boils down to unfair treatment based on an actual or perceived protected characteristic. It can take several forms which are legally protected. We do not tolerate any form of discrimination. Sometimes, actions can be intentional and sometimes unintentional. We include examples of both types in this list:

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

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

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

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

- Harassment: this occurs when someone is subjected to unwanted behaviour that is related to a protected characteristic or is of a sexual nature, and which either violates their dignity or creates an environment that is hostile, humiliating, degrading, or intimidating. Sexual harassment also occurs where a person is treated less favourably because they have rejected or submitted to unwanted conduct of a sexual nature.

Examples: name calling, lewd comments, excluding colleagues, making insensitive jokes and displaying pornographic material. We deal in detail with harassment in our separate Harassment & Bullying Policy.

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

Example: an employee who is ostracised or dismissed at work because they spoke up on behalf of one of their colleagues in a harassment investigation.

There are other actions which can be unlawful under equal opportunities legislation which apply specifically to disability:

- Failure to make reasonable adjustments to minimise certain disadvantages suffered by a disabled employee (or job applicant).

Example: a person has a physical disability which makes it difficult to walk upstairs. They ask to be given an office on the ground floor. If this is a reasonable request and will remove or reduce the difficulty the person experiences, then it will be a reasonable adjustment to make and we will discriminate if we do not make it.

- Treating someone less favourably because of something arising from their disability (rather than the disability itself) without a good reason which justifies that treatment.

Example: a person has a disability which means that they are absent frequently. If we tell them they should not attend a work social event because of their poor attendance levels, this will be discrimination arising from a disability unless we can show a good reason which justifies the treatment.

How we carry out our responsibilities and duties

Everyone in our company is essential to the success of this Policy. We all have a legal responsibility to comply with it, and any of us – however senior or junior we are – may be personally liable in an employment tribunal claim for unlawful discrimination if we breach terms of this Policy.

Everyone working at managerial level is expected to act in full accordance with this Policy, lead by example, and attain and maintain appropriate standards of behaviour within the teams they manage.

The ethos and standards covered by this Policy can only be achieved and maintained if you cooperate fully and embrace the approach in this Policy. It is also important that you understand you have a legal responsibility to comply. If you breach this Policy, we may be liable for your actions, and we may both have to pay compensation to anyone who claims against us. We expect you to take personal responsibility for following this Policy's aims and commitments and for drawing any actual or potential breaches to our attention.

Commitment to equal opportunities in recruitment, training and development

We will conduct recruitment, promotion, and other selection exercises, such as redundancy selection, on the basis of merit, using criteria and processes that avoid discrimination.

Training needs will be identified through regular appraisals or reviews. We will not be influenced by any protected characteristics that you may have. You will be given appropriate access to training to enable you to progress within the company, and all promotion decisions will be made on the basis of merit.

How we enforce this Policy and handle breaches

We will investigate any complaint or allegation you raise regarding a potential breach of this Policy. If you believe you have been harassed or discriminated against, you should contact your manager as soon as possible. If you want to take formal action, you will need to follow our grievance procedure, see our Grievance Policy and our Harassment & Bullying Policy.

You will face disciplinary action if we find you have harassed or discriminated against anyone else, in breach of this Policy. Sometimes, this type of behaviour may amount to gross misconduct, in which case we may dismiss you without notice.

Occasionally, people make complaints in bad faith, knowing that they're not true. People might do this to avoid or deflect disciplinary action or performance management. We view any complaint made in bad faith as an act of misconduct, and this will normally lead to disciplinary action. In some cases, bad faith complaints may lead to summary dismissal for gross misconduct.

How we monitor whether this Policy is working

We may record and analyse information about equal opportunities within the workplace, and when you join us, you give us consent to gather and process this data about you. We use the information to make sure this Policy works properly and to refine it. We may also use the information to review the composition of our workforce and to promote workplace equality. All data will be stored and processed in line with our Data Protection Policy and Privacy Notice.

The director will monitor the outcomes of any complaints raised under this Policy to note any patterns of behaviour and to assess the quality of investigations. We will use the information gathered to focus training, development and awareness needs appropriately.

6 Drug & Alcohol Policy

Introduction

We have duties to protect the health and safety of those who work for us. We want to create a safe and professional working environment for everyone. One of the ways we do this is by making clear what we expect in relation to alcohol and drugs at work and the support we will offer if you face issues with alcohol and drug misuse.

This Policy sets out:

- What we mean by 'drugs' and 'alcohol'
- Our rules on alcohol and drugs at work and at work-related social events
- The support we can provide should you struggle with alcohol- and drug-related issues
- Our policy on searching
- What will happen if you breach our rules on alcohol and drugs

This Policy applies to everyone who works for us – employees, officers, consultants, self-employed contractors, casual workers, agency workers, volunteers and interns.

What substances are covered by this Policy?

When we talk about 'drugs' under this Policy, we mean illegal drugs, psychoactive substances (often known as legal highs), and any other drugs (including prescription drugs) which may affect your ability to carry out your duties fully and safely.

'Alcohol' means any drink containing alcohol, regardless of its strength.

Our rules on drugs and alcohol at work

You must not come to work under the influence of alcohol or drugs (other than prescription drugs which have been prescribed for you).

You must not consume or be under the influence of alcohol or drugs (other than prescription drugs) at work or in a vehicle being used for work.

You must not bring alcohol or drugs (other than prescription drugs) into the workplace. There may be occasions when you are able to bring alcohol into the workplace for social events, but you must only do so with the consent of your manager.

If we reasonably believe that you are under the influence of alcohol or drugs at work, we may suspend you and start an investigation under our Disciplinary Policy. We will treat such behaviour as potential gross misconduct.

Prescription drugs

If you need medication for a genuine medical condition while working, you should only bring in enough for your own use. Such medication should be kept safely, in accordance with instructions and out of the view of other people. If your medication needs to be stored in a fridge, you must use a clearly labelled, sealed container.

Medication can have side effects that affect performance. If this applies to you, please raise it with your manager so that we can take medical advice if necessary and consider any adjustments that we might need to make.

It is your responsibility to seek advice from a doctor or pharmacist about the possible effects of your medication on your fitness to do your job.

We want to protect your health and safety, as well as that of your colleagues and our children so if you have any drug-related impairment, you must tell us straight away.

Drugs and alcohol at work-related social events

You may, on occasion, attend work-related social events where alcohol is available. If you choose to drink at such events, then you must be responsible with regard to your alcohol intake and behave appropriately at all times.

You must not bring, sell or buy any drugs at work-related activities.

These rules apply to events at the workplace and away from the workplace if you are representing us (whether officially or by association).

We may ask you to leave any event if you behave in breach of these rules, and you may subsequently be subject to disciplinary action up to and including dismissal.

Searches

We may conduct searches for alcohol and drugs in our workplace. We may search areas including desks, lockers, vehicles and filing cabinets. If we have reasonable cause to believe that you have brought drugs or alcohol to work with you, then we may, in addition, conduct a search of your bags and clothing. Any failure to agree to such searches will be treated as potential misconduct and will be handled under our Disciplinary Policy.

If we discover alcohol or drugs following a search, then you may be subject to disciplinary action up to and including dismissal under our Disciplinary Policy following an appropriate investigation.

How we will support you

There is support available to you if you face challenges around drug and alcohol misuse. You are not alone. We urge you to talk to us before it becomes an issue at work. You should approach your manager. They will offer support.

If you think that a colleague may have an issue with alcohol or drugs, then you should encourage them to seek help. If they do not seek help following your approach, then you should contact your manager to share your concerns. Any disclosures will be treated confidentially.

We will offer support if you face issues with alcohol and drugs, including:

- Referral for treatment
- Time off work to attend any treatment
- Adjusting your duties to support your recovery
- Implementing any other reasonable support recommended by those treating you

If you agree to enter treatment for drug and alcohol issues at a time when disciplinary or performance improvement processes are ongoing, then we may pause these processes as a supportive measure pending the outcome of treatment. We may then discontinue or restart such processes as we see fit.

Confidentiality

We appreciate the sensitivity of issues related to alcohol and drugs, and we will aim to maintain the confidentiality of any person experiencing alcohol- and drug-related issues. However, this will not always be possible.

Breaches of this Policy

Breaches of this Policy may result in disciplinary action being taken against you under our Disciplinary Policy, leading to the termination of your employment with us. If you carry out services for us, we may terminate your contract with us.

7 Wellbeing Policy

Overview

We are committed to maintaining a workplace in which the health, safety and welfare of those working for us is safeguarded.

This policy sets out our approach to identifying wellbeing issues, mitigating their effects, and supporting our people through difficult times, whether because of issues at home or at work.

This policy applies to all employees.

This policy should be read alongside our policies on Absence Management, Health and Safety, Equality, Diversity and Inclusion, Harassment and Bullying, Performance Improvement, Whistleblowing, and Recruitment.

Meaning of 'wellbeing'

Wellbeing is defined in the dictionary as 'the state of feeling healthy and happy'. It encompasses physical wellbeing and mental wellbeing.

Our responsibilities

We comply with our statutory duties to protect those who work for us. We will, for example, take all reasonable steps (sometimes with the benefit of risk assessments) to make sure that you:

- have a safe place and safe system of work,
- can take appropriate breaks,
- are not put under excessive working pressures,
- are not subjected to discrimination or harassment at work.

We aim to identify, minimise the effects of, and wherever possible remove hazards that could harm your wellbeing.

We also take our wider responsibilities towards our workforce seriously and do everything we can to ensure that you feel engaged, respected, and supported at work.

We promote an organisation-wide understanding of the importance of individual wellbeing, and of ways that each of us can take care of ourselves, as well as others.

We provide training in the management of mental health and other wellbeing issues to those responsible for applying this policy. These people include managers. Training helps them:

- understand the common types of mental ill health;
- spot the signs and symptoms of poor mental health;
- engage sensitively and supportively with team members;
- understand the support that can be offered and any physical and work management adjustments that could be made;
- recognise when an employee may need external support, and where that support could come from.

The director has overall responsibility for our Wellbeing Policy and for its implementation.

We aim to have a clear route to wellbeing support for everyone in our organisation. In particular, we have a number of mental health leads who can provide help and support if you need it, as well as promoting positive wellbeing throughout our organisation. Their contact details can be found on our noticeboards.

We treat everyone who works for us fairly and we do not discriminate against people because they might have mental health conditions. We aim to offer an environment in which stigma has no place and in which you can thrive.

Stress

Any working environment creates pressures. In most situations that pressure is not harmful; in fact some people find it helps them do their job well. However, where pressure is excessive or is applied in particular ways it can lead to stress.

Stress is negative. Its effects include anxiety and depression, as well as physical health problems.

Symptoms of stress may include absenteeism, uncharacteristic errors, temper outbursts and lack of motivation.

Stress can be brought about not just by the pressure of having too much work, or work that is overly challenging. It could also be the result of a difficult relationship with a colleague, not understanding your role, or change within our organisation. Pressures outside of work can cause or add to stress at work.

We recognise the debilitating effects that stress can have, and we do everything we reasonably can to minimise the impact within our workforce. However, we rely on you to tell us if you are feeling the effect of stress, or if you think somebody else is.

We recognise that similar circumstances can result in different reactions from different people. We are not all the same. Just because one person copes in a particular situation, it does not mean that others will not find it stressful.

Talk to us

We encourage open conversation about all aspects of wellbeing. If you are worried about anything to do with your physical or mental health, or that of a colleague, you should speak with your manager or, if you would feel more comfortable, with one of our mental health leads. We also have a number of mental health leads, details of whom can be found on our noticeboards.

Don't put this conversation off. The earlier you tell us about any difficulties you are having, or your concerns about a colleague's wellbeing, the quicker we will be able to start helping. It means you (or they) will not be struggling alone.

Once we know about any wellbeing issues you are having, we will have a better understanding of any changes in your behaviour and performance at work. We will then be able to address those in the right way – perhaps via this policy, rather than our Performance Improvement Policy or our Disciplinary policy.

How we will respond

Whether you have told us about an issue relating to your wellbeing, or it has come to our attention in a different way, we will meet with you to discuss it.

We may carry out a risk assessment. We would expect you to cooperate with this and contribute, where asked, to the process.

We will agree with you a strategy for supporting you and making adjustments to your working environment, your role and your terms of employment. For example:

- Reducing your workload,
- Giving you different responsibilities,
- Altering your hours of work,
- Homeworking or part-time working.

We will treat things you tell us as confidential. However, we may need to speak to your colleagues, including your manager/supervisor, about things they could do to help you, particularly if we need them to take over some aspects of your work. We may also need to involve other people from inside our organisation and also from outside - an occupational health advisor or mental health specialist, for example. We will talk to you about that first.

It will be difficult for us to help you unless you let us have those conversations about your wellbeing and potential remedial steps. Duties of confidentiality will apply. If confidentiality is breached by a member of staff, we may decide to take disciplinary action.

If we are concerned that you may pose a threat to yourself or to others, we may take immediate appropriate action without your consent. That could include contacting your family members, specialist support, or the emergency services, and sharing with them information about your mental health.

If issues to do with your wellbeing involve colleagues, customers, clients or others associated with our organisation, we will address those. That will usually mean we will need to discuss with them at least some of the issues you have told us about. Where somebody in the organisation has behaved inappropriately, we may investigate and take disciplinary action against them.

When you talk to us about your mental health, or you tell us your genuinely held concerns about a colleague, we will do everything reasonable to ensure that you are not victimised or otherwise treated badly for having done so or subjected to bullying or harassment as a consequence. We want you to report issues and ask for support without fearing negative consequences. Our Grievance Policy is in place to provide you with a formal way of complaining about any adverse treatment you receive, although you may find that the issue can be resolved via discussions with your manager.

We have an over-riding responsibility for your health and safety. Sometimes this may mean we make decisions you disagree with. We will always listen to your input and if there are occasions when we act against your preferred course of action, we will explain why we are doing so.

Absence

If you are absent from work because of your physical or mental health our Absence Management Policy will apply.

We will keep in touch with you during your absence to check on your condition. We may also be in contact with your GP and/or occupational health.

We will discuss with you ways of safely bringing you back to work when you are ready.

If identified risks mean that it is not possible for you to return to the same job, with adjustments in place, we will make all reasonable efforts to find a suitable alternative role for you.

We will continue to monitor your wellbeing once you have returned to work and do everything reasonable to support you.

If, having returned to work, you are then absent for a significant period, or at regular intervals, we may need to implement steps under our Absence Management Policy.

External support

We aim to provide comprehensive wellbeing support from within our organisation and our network of associates and contacts.

If you need time off from work for support purposes we will try and accommodate this; however, it is important that you discuss this need for time off in advance.

8 Menopause Policy

Overview

The menopause is something that we are all affected by, either directly or indirectly. We want you to understand what the menopause is and how it might affect people. We want to remove any stigma associated with the menopause. This is the best way of making sure that everyone impacted by it feels supported and understood.

We aim to create an environment in which all our employees feel informed about the menopause and are comfortable and confident talking about its impact. If you are going through the menopause, you'll have help in coping with its effects so that you can continue to do your job successfully.

What is the menopause?

Menopause occurs when a woman stops having menstrual periods. It is triggered by a reduction in the production of the hormone oestrogen. Menopause usually occurs between 45 and 55 years old. However, the timing and symptoms are different for everyone.

It's not only those who identify as women who will experience menopause. Some transgender men, non-binary people and intersex people or people with variations in sex characteristics may also experience menopause. In this Policy, reference to a specific gender should be taken to include all genders.

The menopause is split into perimenopause and postmenopause. Perimenopause marks the start of menopausal symptoms and may last several years. Postmenopause is the time after a woman experiences her last period.

The menopause affects each person differently. Three out of four women will have symptoms and one out of four women will have severe symptoms. Symptoms are both physical and psychological in nature and can change over time.

Common symptoms include:

- Hot flushes
- Headaches
- Poor concentration
- Dry eyes
- Anxiety
- Low mood
- Lack of confidence
- Panic attacks
- Poor sleep
- Weight gain
- Fatigue
- Poor memory
- Joint and muscle pain

Menopause symptoms tend to last about four years but can last longer.

The role of managers

We are committed to supporting you through the menopause. This process starts with creating an environment where discussion about the menopause isn't taboo – it is out in the open and understood. We do not want our employees to feel embarrassed or awkward. We aim to do things differently so that the menopause becomes a normal part of the health and wellbeing conversation.

We need you to be aware that the menopause may affect those you work with in the ways set out above. Sometimes you will need to make certain things easier for them. That might include simply accepting that some adjustments need to be made to a person's role, their working environment or their working day.

We may not be able to tell you about any menopause-related issues that a particular colleague is experiencing. We need you to accept that and respect their privacy.

If you treat a colleague badly (including making unwanted comments or jokes) because of her menopause symptoms, you could be disciplined.

For managers, recognising the symptoms of the menopause is vital to treating an affected employee fairly. It can explain certain behaviours that you might otherwise put down to a bad attitude or poor performance.

If you think that someone who reports to you may be going through the menopause and it is affecting their performance, and you're not sure what to do, please contact your manager. Women who don't get the right support can lose confidence in their ability to do their job (some even decide to leave) and may find that their mental health suffers.

Helping you through the menopause

If you are going through the menopause and are finding things difficult at work, please don't suffer in silence.

We know that the menopause is a very personal matter, so we will not raise it with you even if we think you are displaying symptoms. We might ask how you are, in general terms. You can then decide whether to talk to us about the menopause or not. We would encourage you to do so because we will want to support you.

We have a four-step procedure that applies to discussions around the menopause and the action we'll take:

Step 1

Speaking with your GP or medical specialist about your menopause-related concerns could be a good place for you to start.

You should also talk to a mental health and wellbeing lead. You could go straight to your manager instead if you would feel comfortable doing that.

Step 2

Meet with your manager. You should expect to be able to have a private, friendly, honest and constructive conversation.

We will discuss with you ideas that could make things easier for you. Adjustments will depend on different factors, including the budget we have available, but things you could ask us to consider could include:

- Modifying our uniform
- Installing a water cooler
- Giving you a desk fan
- Making a room available for rest
- Allowing you more frequent breaks
- Making a quiet working space
- Extending deadlines
- Agreeing a flexible working arrangement (a change in working hours or homeworking, for example)
- Altering some aspects of your duties

Your conversation with your manager will be confidential. He or she will probably need to discuss issues and possible solutions with others including HR, other managers, your GP, and occupational health. Those people will be subject to duties of confidentiality.

We will work hard to balance your needs with those of your colleagues, however on occasions we may not be able to find a solution that works for everyone.

We will not talk to your colleagues, other than those mentioned above, about the menopause-related difficulties you are having unless you ask us to.

We will keep notes of the things we discuss and will comply with our data protection responsibilities in respect of the information that passes between us. That's in line with our Data Protection Policy.

After your initial meeting with your manager, and periodically after that, we may carry out health and safety risk assessments and/or seek advice from occupational health.

Step 3

Taking account of any specialist advice, we will agree with you the adjustments that we will make.

We will meet with you to make sure that the adjustments are working for you and for us. If any modifications are needed, or if anything new needs to be put in place, we will discuss that with you.

Step 4

We will meet with you on an ongoing basis to check that your symptoms are being managed effectively.

You may find that your symptoms change over time. You should tell us if that happens so that we can look at making further or alternative adjustments. Once your symptoms pass, we would expect you to tell us, and we may discuss with you removing the adjustments that had been put in place.

We may need to consult with occupational health at various points to ensure everything is being done that should be done.

Our expectations of our staff

We may not be able to tell you about any menopause-related issues that a particular colleague is experiencing. We need you to accept that and respect their privacy.

Employees must treat each other fairly. Any unfavourable treatment, harassment, teasing or inappropriate comments in relation to the menopause or a colleague's symptoms could constitute age, disability or sex discrimination. You are expected to treat each other with respect and compassion. We have a zero-tolerance policy on bullying and harassment (please see our Harassment & Bullying Policy for more information).

If you treat a colleague badly (including making unwanted comments or jokes) because of their menopause symptoms, you could be disciplined.

9 Sexual Harassment Policy

Introduction

We are committed to providing a work environment where everyone is treated with dignity and respect.

Sexual harassment or victimisation of any member of staff, or anyone you come into contact with during the course of your work, is unlawful and will not be tolerated.

This Policy:

- explains the concept of 'sexual harassment';
- sets out our expected standards of behaviour;
- sets out the process you should follow if you have a sexual harassment complaint; and
- explains how we will deal with any complaints.

This Policy applies to everyone who works for us, including employees, workers, agency workers, consultants, casual workers, volunteers and interns.

This Policy does not form part of your contract with us. We reserve the right to amend or remove this Policy.

What is 'sexual harassment'?

When bullying or unwanted behaviour is related to certain protected characteristics under discrimination law, then we refer to it as 'harassment'.

- Discrimination law recognises sexual harassment as a specific type of harassment. It can occur in several different ways:
- when someone is subjected to unwanted conduct of a sexual nature; or
    - when a person is treated less favourably because they have accepted or rejected unwanted conduct which is either:
    - of a sexual nature;
    - related to sex, or
    - related to gender reassignment

Where the unwanted conduct had the purpose or effect of violating the person's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them.

Harassment in each of the above forms is unlawful.

It is also unlawful to treat someone badly because they have made a complaint of sexual harassment in any form or have helped someone else make a sexual harassment complaint. This is called 'victimisation' and is not tolerated in our business.

Behaviour can still be sexual harassment even if the person being harassed does not complain or ask for it to stop.

We define harassment as behaviour that creates a hostile, humiliating, degrading or similarly offensive environment related to a protected characteristic. Name-calling, unwanted sexual advances, touching, lewd comments, making insensitive jokes and displaying pornographic material are all examples of sexual harassment.

Sexual harassment can occur regardless of intent. If your behaviour has the effect of making someone feel harassed, it may still amount to sexual harassment, even if that was not your intention. This includes situations where the person affected was not the direct target of the behaviour but witnessed or was otherwise impacted by it.

Victimisation

We are committed to ensuring that everyone who works for us feels safe and supported in raising concerns about sexual harassment. You should feel able to speak up without fear of reprisal. Anyone who raises a concern or allegation of sexual harassment with us in good faith will not be subjected to any form of detriment or disadvantage as a result.

When someone is treated to their detriment because:

- they have complained about sexual harassment (either by making a legal claim, a grievance or more informally); or
- they have supported someone else's complaint of sexual harassment; or
- are suspected of doing or intending to do either of these things;

This is known as 'victimisation'. We do not tolerate victimisation in any form. You must not treat any person working for us any differently for any of these reasons.

Whistleblowers in the workplace have special protection if they 'blow the whistle' about certain matters.

If you bring forward information to us which you believe, in good faith, shows that sexual harassment has occurred, is occurring or is likely to occur, then this disclosure may be covered under our Whistleblowing Policy. For further details on whistleblowing and the protections we provide to whistleblowers in the workplace, please see our Whistleblowing Policy.

Anyone found to have retaliated against or victimised someone who has raised a complaint under this policy will be subject to disciplinary action under our Disciplinary Procedure. If you believe you have suffered any such treatment you should inform your manager. If the matter is not remedied, you should raise it formally using our Grievance Procedure.

Third-party sexual harassment

We want to create a workplace which is free of sexual harassment. This objective extends beyond acts of sexual harassment by those working for us, to acts by third parties such as customers, visitors, clients, suppliers.

The law requires employers to take reasonable steps to prevent sexual harassment by third parties. We are committed to doing this.

You are encouraged to report any third-party harassment you are a victim of, or witness to, in accordance with this Policy.

We will take active steps to prevent third-party harassment of staff.

We will assess the risk of third-party harassment in the workplace and undertake to keep our risk assessment under regular review. We encourage you to come forward with any areas in which you believe our third-party harassment protection could be improved. Please let your Manager know.

If any third-party harassment of staff occurs, we will take steps to remedy any complaints and to prevent it happening again.

Any sexual harassment by a member of staff against a third party may lead to disciplinary action up to and including dismissal.

Our position

We will not tolerate sexual harassment or victimisation by anyone working for us.

We expect you to treat people with respect and dignity in all communications you have with them, whether face-to-face, over the phone or in writing.

We will take pro-active reasonable steps to prevent sexual harassment of our workers in the course of their employment.

We will assess the risk of sexual harassment in the workplace and keep this assessment under regular review. We welcome your input on any areas where you feel our approach to preventing harassment could be improved. If you have any concerns or suggestions, please speak to your Manager.

You are encouraged to report any sexual harassment you are a victim of, or witness to, in accordance with this Policy.

We have clear and universal standards of workplace conduct regarding sexual harassment:

- Bad and/or offensive language or gestures of any nature (including those of a sexual nature) should not be used in the workplace, whether directed at a particular person or not.
- You should not treat a colleague differently because they have raised a complaint of sexual harassment, or you think they might do so, or if they have supported someone else's complaint.
- Sexual comments or jokes should not be made at work.
- You should not display sexually graphic pictures, posters or photographs in the workplace.
- Suggestive looks, staring or leering are not tolerated at work.
- You should not make promises in return for sexual favours.
- You should not make sexual gestures.
- You should not ask intrusive questions about a person's private or sex life or discuss your own sex life at work.
- You should not make sexual posts or contact on social media.
- You should not spread sexual rumours about a person.
- You should not send sexually explicit emails or text messages.
- You should not touch, hug, massage, kiss or have any physical contact with any person in the workplace if such conduct could be considered unwelcome by the recipient. If in any doubt, you are expected to refrain from such behaviour.
- You should not make continued suggestions for sexual activity after it has been made clear that such suggestions are unwelcome.
- You should not send offensive emails, text messages or social media content.
- Inappropriate images or other content should not be viewed or shared at work.
- You should always think before making a joke in the workplace – could anyone be upset or offended by what you say?
- You should never invade colleagues' personal space.
- You should not exclude colleagues unfairly from discussions or events.
- You should not use crude sexual humour.
- You should not make sexually suggestive comments.

Our standards of workplace conduct and zero tolerance of sexual harassment in the workplace apply equally:

- at work;
- during any situation related to work such as at a social event with colleagues;
- against a colleague or other person connected to the employer outside of a work situation, including on social media; and
- against anyone outside of a work situation where the incident is relevant to your suitability to carry out your role.

Raising a complaint

If you believe that you are being sexually harassed, then you should first consider whether it would be appropriate to discuss the matter informally with the person who is harassing you. Sometimes, people do not realise how their actions are impacting others and it might be that an informal discussion can resolve the issue and reset behaviours.

If you do not feel comfortable approaching the person yourself, or a direct approach has not worked, then you should refer to our Grievance Policy, which sets out a clear process for raising complaints (both informally with an appropriate manager, and formally, if you prefer). You can also choose to follow our whistleblowing procedure outlined in our Whistleblowing Policy.

We realise that sexual harassment is a sensitive topic. We want to make sure that you have options available so that you feel able to come forward and report any issue you are having. If you are considering making an anonymous report, it is important that you provide as much information as possible. If we don't have the ability to discuss the concern directly with you then we will need context and detail to inform any wider investigation which we may launch as a result. You should be aware that anonymous reporting can make it more difficult for us to investigate an individual's case. However, it can give us important insight into the type of issues that are occurring in the workplace, where they are occurring, what areas or issues to investigate further, and locations or groups of individuals to target with harassment training.]

We may, if we think it necessary, separate you from the person you are complaining about whilst we investigate. This is not a prejudgment of your complaint. It is simply a way to stop things from escalating during the investigation.

If you notice behaviour of others which may be in breach of this Policy, then you should first consider whether it is appropriate to challenge the behaviour yourself. Only do so if you feel comfortable. If you don't feel comfortable, or a direct approach has not worked, then please report the matter to your your manager, who will investigate. You also have the anonymous reporting channels available to you (see above) in sensitive cases.

If we decide that your complaint is not upheld, we will always tell you why in accordance with our Grievance Policy and/or Whistleblowing Policy. Regardless of the formal outcome, if your complaint related to a colleague, we will consider ways of improving your relationship with your colleagues and may, for example, suggest mediation or offer training.

We will monitor the treatment and outcomes of any complaints of sexual harassment or victimisation we receive to make sure that they are properly investigated and resolved, those who report or act as witnesses are not victimised, repeat offenders are dealt with appropriately, cultural clashes are identified and workforce training is targeted where needed.

Confidentiality

To protect the interests of the person complained about, the person who has raised the complaint and any others who may be involved as witnesses or otherwise, confidentiality will be maintained during any investigation process as far as is possible. Whilst any investigation is ongoing, we will ensure that details are only shared with those who need to be aware of them for the purposes of the investigation. Breaches of confidentiality in this context will be considered a serious disciplinary matter.

If you fail to maintain confidentiality when you are involved in some way in a sexual harassment complaint, then you may face action under our Disciplinary Policy.

We may place information and documents about a complaint raised by or about you on your personnel file. These will be processed in accordance with our Data Protection Policy.

Breaches of this Policy

Any breaches of this Policy will be handled under our Disciplinary Policy and may result in action including dismissal for gross misconduct or the termination of your contract with us.

Aggravating factors such as abuse of power over a more junior colleague will be taken into account in deciding what disciplinary action to take.

10 Maternity & Family Friendly Policy

Introduction

Mothers, fathers and partners (including same-sex partners) and adoptive parents all have statutory rights to family leave. In the UK, there are several different types of family leave and some of them overlap.

This Policy explains the rules relating to:

- Maternity Leave and pay
- Neonatal Leaver and pay
- Adoption Leave and pay
- Paternity Leave and pay
- Bereaved Partner's Paternity Leave
- Shared Parental Leave and pay
- Parental Bereavement Leave and pay

We have used abbreviations and acronyms in this Policy for ease. They are detailed in bold in the Policy itself and are listed in the glossary at the end of the Policy.

This Policy applies to all employees of the business.

If there is any conflict between the terms of this Policy and the statutory rights which it covers, then the statutory rights will prevail.

Maternity Leave

You are entitled to take up to 52 weeks of time off work when you have a child. This is known as Maternity Leave. This is your right regardless of how long you have worked for us or how many hours you work.

The rules relating to Maternity Leave separate the time off into an initial period of 26 weeks, which is known as Ordinary Maternity Leave (OML), and the following 26 weeks, which is known as Additional Maternity Leave (AML).

Telling us about your pregnancy

Once you are aware that you are pregnant, please let us know as soon as possible. This is so that we can review any health and safety implications and start to plan for your absence. Once you have told us you are pregnant, we will arrange for a risk assessment of your work environment to be carried out.

You should work out what your expected week of confinement (EWC) is. Your EWC is the week (beginning on Sunday and ending on Saturday) when your due date falls. Your EWC is used as the basis for several rules relating to maternity rights.

No later than the 15th week before your EWC (Qualifying Week) you must:

- Tell us what your EWC is,
- Tell us the date that you want your Maternity Leave to start. This date cannot usually be earlier than the 11th week before your EWC.

Once you have sent us these details, we will write to you stating the date we expect you to return to work (this will be calculated based on the assumption that you will be taking your full period of Maternity Leave) (Assumed Return Date).

Please provide us with a copy of your MATB1 form, which you will receive from your midwife. We will store and process your MATB1 form in accordance with our Data Protection Policy.

Starting Maternity Leave

Maternity Leave cannot usually begin until the 11th week before your EWC (unless your child is born before this date). Maternity Leave will automatically begin when you give birth if it hasn't already started before this.

If you want to change the start date for your Maternity Leave, then you should let us know in writing at least 28 days before the earliest of the original start date or the new start date (if you are bringing your leave earlier). We will then write to you with an adjusted Assumed Return Date.

Your Maternity Leave will start automatically if you are off sick for a pregnancy-related reason at any point in the four weeks before your EWC.

Statutory Maternity Pay

You will be eligible for Statutory Maternity Pay (SMP) if you:

- Have 26 weeks' continuous service with us by the Qualifying Week
- Earned at least the average amount set by the Government each year in the eight weeks before the Qualifying Week
- Provided us with a copy of your MATB1
- Gave us at least 28 days' notice of your proposed Maternity Leave start date.

You will receive SMP for up to 39 weeks. This will be paid at 90% of your average weekly earnings for the first six weeks and at the standard SMP rate for the remaining 33 weeks. The standard SMP rate is set by the government. We will pay SMP at 90% of your average weekly earnings for all of your Maternity Leave if your average weekly earnings fall below the standard rate.

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

If you do not have 26 weeks' service by the Qualifying Week, then you may still be eligible for Maternity Allowance (MA). MA is administered by the Government rather than us. We have no involvement in the administration of MA. This is your personal responsibility.

During Maternity Leave

We may contact you from time to time while you are on Maternity Leave – for example, to discuss arrangements for your return to work, possible internal job vacancies or qualification expiry dates. If you'd prefer us not to contact you during your Maternity Leave, please tell us.

You will continue to receive benefits due to you under your employment contract while on Maternity Leave. Except for terms relating to pay, all your normal terms and conditions will apply.

Time off for antenatal appointments

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

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

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

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

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

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

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

Time off for adoption appointments

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

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

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

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

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

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

Adoption Leave

You are entitled to take up to 52 weeks off work if you are the primary adopter in an adoption process (Adoption Leave). Adoption Leave is split into an initial period of 26 weeks, which is referred to as Ordinary Adoption Leave (OAL) and a further period of 26 weeks, which is referred to as Additional Adoption Leave (AAL).

You will be eligible for Adoption Leave if you are adopting and meet the following requirements:

- You are adopting a child through a UK adoption agency, or you are a local authority foster parent who has been approved as a prospective adopter.
- The adoption agency or local authority has given you written notice that it has matched you with a child and has told you the expected date of placement.
- You have told the agency or local authority that you agree to the placement.

Adoption Leave is also available in certain surrogacy cases if you meet the following conditions:

- A surrogate mother gives birth to a child who is biologically the child of either you or your spouse or partner (or both of you).
- You expect to be given parental responsibility under a Parental Order from the court. The child must live with you, and you must apply for the Parental Order within six months of birth.

Only one parent can take Adoption Leave (the Primary Adopter). The other parent may be eligible for Paternity Leave. In some cases, you may be able to take Shared Parental Leave with your partner.

All of your terms and conditions of employment will continue as normal during Adoption Leave, save those that relate to pay.

Notification of adoption or surrogacy

If you are adopting or fostering for adoption, then you should let us know as soon as you receive an expected date of placement (EDP) from the local authority. When you provide us with this information, you should also let us know when you would like your Adoption Leave to start (Intended Adoption Leave Start Date). We ask that you provide us with this information within seven days of receiving notification of a match, but we understand that this will not always be possible. Please let us know as soon as possible.

Please provide us with a copy of your matching certificate as soon as you receive it. We will store and process your matching certificate in accordance with our Data Protection Policy.

In a surrogacy case, you must inform us in writing of your intention to take Adoption Leave and give the expected week of childbirth (EWC) and your Intended Adoption Leave Start Date. You must give this information by the end of the 15th week before the EWC, or, if that is not reasonably practicable, as soon as you can. When the child is born, you must tell us the date of birth as Adoption Leave in surrogacy cases usually starts on the day that the child is born.

Once you have provided us with this information, we will write to you and confirm our understanding of your assumed return to work date (Assumed Return Date), which will be calculated on the assumption that you will be taking your full entitlement to Adoption Leave.

Starting Adoption Leave

In an adoption or fostering for adoption case, you can elect to start Adoption Leave at any point from 14 days before the EDP up to the EDP but not later.

In a surrogacy case, Adoption Leave will begin on the date that the child is born (or the following day if you are at work on the day that the child is born).

Adoption Pay

If you are the Primary Adopter and have at least 26 weeks' continuous service with us by the 15th week before the date of receiving notification of a match, or EWC in a surrogacy case, then you may be eligible for statutory adoption pay (SAP). SAP is paid for up to 39 weeks at the same rate as SMP.

Returning from Maternity or Adoption Leave

We will have told you our Assumed Return Date for you when you contacted us with details of your EWC or EDP. If you wish to return from Maternity Leave or Adoption Leave earlier than the Assumed Return Date, then you must let us know your new date in writing at least eight weeks before your altered return date (Altered Return Date). If you don't give us eight weeks' notice, then we can delay your return until the eight weeks' notice has been given (or you reach your Assumed Return Date if this is earlier).

If you want to come back to work later than your Assumed Return Date then you should consider applying for a period of Parental Leave or taking holiday.

If you decide not to return to work following Maternity Leave or Adoption Leave, then you should let us know in writing as soon as possible. You must give us at least the amount of notice set out in your contract of employment. Once you have told us that you do not wish to return to work following Maternity Leave or Adoption Leave, then you cannot change your mind without our agreement.

If you want to return to work with altered hours, days or times of work, then you should consider making a flexible working request under our Flexible Working Policy. Any application should be made in good time before you are due to return from Maternity Leave or Adoption Leave to allow sufficient time for us to consider your request.

Shortly before you are due to return to work, we may invite you to have a discussion about the arrangements for your return. This may cover:

- Letting you know about any changes in the business whilst you have been off.
- Identifying any training needs you might have on return.
- Any changes to working arrangements (especially if you have made a flexible working request under our Flexible Working Policy)

If you return from Maternity Leave or Adoption Leave before the end of OML or OAL, then you can normally return to the role that you had before you started Maternity Leave or Adoption Leave. If you return from Maternity Leave during or at the end of AML or AAL, then, if it is not reasonably practicable for us to allow you to return to the same role, we may give you another suitable and appropriate role on terms and conditions that are not less favourable.

Bereaved Partner's Paternity Leave (BPPL)

BPPL is a single period of up to 52 weeks of unpaid leave.

You are entitled to take BPPL for the purpose of caring for a child where:

- The child's primary carer dies; and
- You are either the child's father; a civil partner of the child's mother/adopter; or married to the child's mother/adopter; and
- You have main responsibility for the upbringing of the child.

BPPL must generally be taken within 52 weeks of the child's birth, date of placement for adoption, or date of entering Great Britain (in the case of an overseas adoption).

However, if the bereavement occurs within 13 days of the expiry of this 52-week leave window, then you will be entitled to take up to 14 days of leave regardless.

Giving notice to take BPPL

If you wish to start BPPL within 8 weeks of the bereavement date then you can notify us either orally or in writing. We do not require any specific period of notification, provided that you let us know before the time that you are due to start work on the first day of leave.

If you wish to start BPPL more than 8 weeks following the bereavement date then notice of this must be given in writing at least one week before you want the leave to start.

In either case, the notice must include:

- The bereavement date;
- The leave start date; and
- The child's date of birth/date of placement for adoption/date of entering Great Britain (in the case of an overseas adoption).

Where BPPL is proposed to start more than eight weeks after the bereavement date, the notice must include the following additional information:

- The intended return date;
- A declaration that the leave is being taken to care for a child; and
- A declaration of your relationship with the child.

Varying start date of BPPL

You are able to vary your BPPL start date.

If the new leave start date is no more than eight weeks after the bereavement date then this can be done orally or in writing before the original leave start date. No notice is required for this new date (as long as notice is given before the date itself).

Where the new leave start date is more than eight weeks after the bereavement date then notice of any variation must be made in writing at least one week before the last notified leave start date, and at least one week before the new leave start date.

Returning from or cancelling BPPL

When returning from a period of BPPL, you are entitled to take up the same job with the same employment terms you had before going on BPPL. However, in certain circumstances, it may not be reasonably practical for you to resume your previous role, and we may place you in another appropriate post with no less favourable terms and conditions. We are only able to do this in the following cases:

- Where you have taken a period of BPPL consecutively with a period of parental leave of more than four weeks, or
- Where you have taken BPPL consecutively with periods of other statutory leave taken in relation to the same child which, when added together with the period of BPPL, means that the total amount of statutory leave taken in relation to that child is more than 26 weeks

You are able to vary your return date from BPPL in writing.

If the previous notified return date was no more than eight weeks after the bereavement date, notice of a varied return date must be given at least one week before the last notified intended return date and at least one week before the new intended return date.

Where the previous notified return date was more than eight weeks after the bereavement date, notice of varied return must be given at least eight weeks before the last notified intended return date and at last eight weeks before the new intended return date.

You are able to cancel a period of BPPL which you have notified us of. Notice of cancellation must be given in writing.

If the leave had been due to start in the first eight weeks following bereavement then there are no notice requirements for any cancellation.

If the leave had been due to start more than eight weeks following the bereavement date than one week's notice is required to cancel it.

Where notice of return or variation is not given correctly

If you try to return to work without giving the required notice, or without properly notifying us of a change to your return date, we may postpone your return to a later date so that we receive the correct notice.

If we postpone your return for this reason, we will confirm this to you in writing.

We will not postpone your return beyond the day immediately after the end of the BPPL eligibility period.

If we have postponed your return and you come back to work before the postponed date, we are not required to pay you for that period unless we have confirmed in writing that the postponement has been withdrawn.

Special circumstances

There are special rules regarding BPPL if, **as well as** the child's primary carer dying, something also happens to the child themselves. These special rules apply in the following situations (**Relevant Events**):

- The child dies; or
- In a domestic adoption case, the child is returned after being placed for adoption; or
- in an overseas adoption case, the child ceases to live with you; or
- in a parental order case, you either do not apply for an order in respect of the child under section 54 of the Human Fertilisation and Embryology Act 2008 within the time limit set, or your application for an order in respect of the child under that section is refused, withdrawn or otherwise terminated without the order being granted and any time for an appeal or a new application has expired.

One of the requirements for taking BPPL is that it is being taken to care for the child. If you would be entitled to BPPL but for a Relevant Event then, provided that you had not already taken a period of BPPL prior to the Relevant Event, you will be entitled to be away from work until the earliest of:

- the end of a period of eight weeks following the end of the week in which the Relevant Event occurred; and
- the 52-week period from the date of the child's birth/placement for adoption.

The notice requirements in these circumstances mirror those set out above with the additional requirement that you must inform us of the date and nature of the Relevant Event:

- orally or in writing; and
- before your first day of absence from work on BPPL following the Relevant Event.

Keeping in touch on Maternity Leave, Bereaved Partner's Paternity Leave or Adoption Leave

You may be offered up to 10 days' work while you are on Maternity Leave, BPPL or Adoption Leave at a rate of pay agreed in advance. These days are sometimes used for purposes such as keeping a qualification valid or attending key meetings, company training days, appraisals or consultation meetings. You are not obliged to make us of these days. Your decision about whether you use some or all of these days will not affect your right to leave and pay. These days are known as Keeping In Touch days (KIT days).

Relationship between Maternity Leave and Adoption Leave and Shared Parental Leave

If you are on a period of Maternity Leave or Adoption Leave, then you and your spouse or partner may be eligible to transfer to a period of Shared Parental Leave. This gives you the flexibility to share leave and pay entitlements in the year after birth.

You need to give us eight weeks' notice if you want to end your Maternity Leave or Adoption Leave and move to a period of Shared Parental Leave. You can give us this notice at any time, but if you have given birth, you must stay on Maternity Leave for at least the first two weeks after birth (Compulsory Maternity Leave). After this time, you can share the leave with your partner in accordance with the rules set out below.

Shared Parental Leave

If you want more flexibility in the first year after your child is born or placed with you, you and your partner may want to consider Shared Parental Leave (ShPL) instead of just taking Maternity Leave/Adoption Leave and Paternity Leave. Provided that you are both eligible, ShPL allows you to split the available leave between you so that you can be off work at the same time or consecutively.

There is a total of 52 weeks of ShPL available, less any weeks the mother has either been on Maternity Leave (including the compulsory period) or receiving SMP or MA or any weeks when the Primary Adopter has been on Adoption Leave or receiving SAP or MA.

You or your partner may be eligible for ShPL if:

- You are:
    - the mother and share the main childcare responsibility with the child's father or your partner; or
    - the father and share the main childcare responsibility with the child's mother; or
    - the mother's partner and share the main childcare responsibility with the mother in place of the father.
- Either:
    - A UK adoption agency places a child with you and/or your partner for adoption, or;
    - A child in local authority care is placed with you and/or your partner as foster parents under a "fostering for adoption" or "concurrent planning" scheme, or
    - You adopt a child from overseas with UK government approval; or
    - You have a child with a surrogate mother and the court has made or is expected to make a Parental Order.
- You have worked for us for at least 26 continuous weeks by the end of the Qualifying Week and you will still be employed by us before you take ShPL; and
- The other parent has worked at least 26 of the 66 weeks before the EWC – this can be as an employee or self-employed – and had weekly earnings averaging at least £30 during 13 of the weeks; and
- You and the other parent fulfil the notice and other requirements detailed below.

The child's mother cannot start ShPL until the end of Compulsory Maternity Leave.

ShPL is additional to Paternity Leave. Paternity leave can be taken before or after a period of ShPL.

Notification of Shared Parental Leave

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

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

If you are the child's mother or Primary Adopter, you must give us at least eight weeks' notice in writing to end your Maternity Leave or Adoption Leave. We need this curtailment notice at the same time as you supply the ShPL opt-in notice, and you cannot take ShPL unless we have both. In the curtailment notice, you must tell us the date your Maternity Leave or Adoption Leave will end, which must be after the Compulsory Maternity Leave period for Maternity Leave.

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

Curtailment notices are binding and can only be revoked if your Maternity Leave or Adoption Leave has yet to finish and you meet one of the following conditions:

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

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

If the mother is still on Maternity Leave or the Primary Adopter is still on Adoption Leave or claiming SMP/SAP or MA, the partner will be unable to start ShPL until one of the following has happened:

- The mother has returned to work.
- The mother has given a curtailment notice to their employer to finish their Maternity Leave or Adoption Leave.
- The mother has given a curtailment notice to their employer to finish their SMP or SAP.
- The mother has given the benefits office a curtailment notice ending their MA.

We may also ask you to provide the following:

- A copy of your child's birth certificate or a signed declaration of the date and place of birth if you have yet to get the certificate.
- Contact details for the other parent's employer, or a declaration that they do not have an employer.
- In a UK adoption case, one or more documents from the adoption agency showing the agency's name and address and the EDP.
- In an overseas adoption case, a copy of your Official Notification.
- In a surrogacy case, the Parental Order from the court (if it has been granted).

Organising Shared Parental Leave

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

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

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

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

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

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

The other way we can approach this is if you agree to do one of the following:

- Choose a new start date and tell us what it is within five days of the end of the two-week discussion period. The new date has to be at least eight weeks after the start date of the first of the blocks you asked for.
- Withdraw the notice and inform us within two days of the end of the two-week discussion period. This will not be counted as a period of leave notice, and you are free to submit a fresh one.

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

If you want to change a start date, you must inform us in writing at least eight weeks before the earlier of the original date and the new start date. Similarly, you can change the end date if you inform us in writing at least eight weeks before the earlier of the original date and the new end date.

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

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

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

- The change is because your child was born earlier or later than the EWC or is placed with you earlier than the EDP.
- You cancel a request for separate blocks of leave within two days of the two-week discussion period ending.
- We ask you to make the change.

During Shared Parental Leave

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

- If your period of leave notice gave us a set date within the eight weeks following the EWC/EDP for your ShPL to start, you can move the date forward by the same number of days as long as you write to tell us as soon as possible.
- If you want to take ShPL in the eight weeks following birth/placement and your child arrives or is placed early, you will need to give us your opt-in notice and period of leave notice as soon as possible.

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

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

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

We may need to contact you from time to time while you are on ShPL – for example, to discuss arrangements for when you return.

You may also be asked to work during ShPL for up to 20 days. These days are known as SPLIT (Shared Parental Leave In Touch) days. SPLIT days are in addition to the 10 KIT days you have the option to work during your Maternity Leave or Adoption Leave. As is the case with KIT days, you are not obliged to work SPLIT days but, if you do, you will be paid at a rate agreed with your manager. This also applies if you ask to work any of the 20 days.

Returning from Shared Parental Leave

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

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

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

- Your ShPL plus any Maternity Leave, Adoption Leave or Paternity Leave taken amounts to more than 26 weeks, irrespective of whether or not it was taken consecutively.
- Your ShPL was taken consecutively, before or after more than four weeks of Parental Leave.

Shared Parental Pay

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

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

Holiday rights and Maternity Leave, Adoption Leave, Bereaved Partner's Paternity Leave and Shared Parental Leave

You will continue to accrue holiday entitlement during Maternity Leave, Adoption Leave, BPPL and Shared Parental Leave. If you are due any holiday before your Maternity Leave, Adoption Leave, BPPL or Shared Parental Leave begins and/or if your period of holiday entitlement is likely to span two holiday years, you should try to take all accrued leave before your leave starts where practical.

Pension contributions during Maternity Leave, Adoption Leave, Bereaved Partner's Paternity Leave and Shared Parental Leave

During OML or OAL, any paid period of Shared Parental Leave and any further period of paid Maternity Leave or Adoption Leave we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on leave provided that you continue to make contributions based on the maternity, shared paternity or adoption pay you are receiving. If you wish to increase your contributions to make up any shortfall from those based on your normal salary, then please contact your manager.

During unpaid AML, AAL, BPPL or unpaid Shared Parental Leave, we will not make any payments into a money purchase scheme. You do not have to make any contributions, but you may do so if you wish, or you may make up for missed contributions at a later date.

Redundancy and Pregnancy, Maternity Leave, Adoption Leave, Bereaved Partner's Paternity Leave and Shared Parental Leave

If a redundancy situation occurs during your Pregnancy, Maternity Leave, Adoption Leave, BPPL or Shared Parental Leave, we will let you know about the proposals and involve you in any consultation process. We will invite you to a meeting before any final decision is reached regarding redundancies.

You will, during your pregnancy and for a period of 18 months following the EWC (including any period on Maternity Leave), have the right of first refusal on any suitable alternative vacancies that are appropriate to your skills. If you inform us in writing of your child's actual date of birth prior to the end of your maternity leave and this date is later than the EWC, then we will alter the 18-month period so that it runs from your child's actual date of birth.

Employees on Shared Parental Leave will be given first refusal on any suitable alternative vacancies that are appropriate to their skills both during their period of leave and, provided that a period of at least six weeks' continuous Shared Parental Leave is taken, for a period of 18 months from the date of birth (or the date of placement for adoption in adoption cases).

Employees taking Adoption Leave will be given first refusal on any suitable alternative vacancies that are appropriate to their skills both during their period of leave and, for a period of 18 months from date of placement for adoption.

Employees taking less than six weeks of BPPL will be given first refusal on any suitable alternative vacancies that are appropriate to their skills during their period of leave.

Employees taking a period of BPPL of six weeks or more will be given first refusal on any suitable alternative vacancies that are appropriate to their skills during their period of leave and for a period of 18 months from the child's birth/date of match for adoption.

Paternity Leave

If you are the father of the child or the partner of another person who has or expects to have responsibility for the child's upbringing, then you are eligible to take Paternity Leave. This leave is a day one right in line with statutory provisions.

If you are eligible, you can take a maximum of two weeks of Paternity Leave, which can be taken at any time from the date of the child's birth or adoption placement (or any day in that week) and the 52 weeks after birth/placement (or due date if the child is born early).

Paternity Leave can either be taken as one week or two weeks (either separately or consecutively) but not as odd days.

You must let us know if you intend to take Paternity Leave by giving at least 28 days' notice in writing. You should tell us the start date of each week of leave to be taken, the EWC or EDP and confirm that you are taking the leave for the purpose of caring for a child or supporting the child's mother. You are able to provide two separate notices for each of your two weeks of leave.

If you want to change the date that your Paternity Leave starts, then please give us 28 days' written notice or, if this is not possible, as much notice as you can.

You are able to take Paternity Leave in the event of a stillbirth after 24 weeks of pregnancy or if your child is born alive after 24 weeks of pregnancy but later dies.

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

Statutory Paternity Pay

Although Paternity Leave is a day one right, there remains a service requirement of 26 weeks for Statutory Paternity pay. This may result in a new father being able to take the leave but not be entitled to any pay for the period of time off.

Provided that in the eight-week period prior to the 15th week before the EWC or EPD (the Relevant Period) your earnings were not less than the lower earnings limit set by the Government (see the link below), you will be entitled to receive Statutory Paternity Pay (SPP) during Paternity Leave. SPP is paid at a weekly rate set by the Government each year or, if your average weekly earnings in the Relevant Period are lower than this, then at 90% of your average weekly earnings in the Relevant Period.

Parental Leave

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

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

You must already have – or expect to have – responsibility for a child, and intend to use the leave only to care for the child or otherwise spend time with them.

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

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

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

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

Stillbirth and neonatal loss

In the event of a miscarriage before the end of the 24th week of your pregnancy, according to the statutory provisions, any time off work is treated as sickness absence. We will, of course, provide you with the appropriate support.

In the event that you lose your child after 24 weeks of pregnancy or your child is born alive at any stage of pregnancy but later dies, you are entitled to Maternity Leave and Parental Bereavement Leave. You may also be entitled to SMP (see below) if you are eligible.

In the event of a stillbirth or neonatal loss, we will support you in line with our Wellbeing Policy and Neonatal Leave.

Neonatal Care Leave

Neonatal care leave ('NCL') is intended to support parents of babies who are admitted into neonatal care within 28 days of birth. Neonatal care leave must be taken to provide care for the baby.

Who is eligible?

This is a day one right and will apply to parents of babies that are born on or after 6 April 2025. In order to qualify, the following conditions must be met. You must be

- The baby's parents
- The baby's intended parent's
- Partner to the baby's mother (who are unrelated and living with them in an enduring family relationship) with the expectation they will have responsibility for raising the child.

What counts as 'neonatal care?'

Three categories of medical care which count as 'neonatal care':

- Any medical care received in hospital;
- Medical care received elsewhere following discharge from hospital. Such care must be under the direction of a consultant and includes ongoing monitoring and visits to the child by healthcare professionals; or
- Palliative or end of life care.

How much leave am I entitled to?

The length of NCL will be dependent on how long the baby receives neonatal care but is capped at a maximum of 12 weeks. Parents will be able to take one week of leave in respect of each week the baby receives neonatal care without interruption. Initial entitlement only begins once the baby has spent 7 consecutive days in neonatal care. However, the 7-day count does not begin until the day after the baby is admitted to neonatal care. This means a baby has to be in neonatal care 8 consecutive days and leave can start on day 9.

For parents of twins or other multiple births, neonatal leave cannot be claimed in respect of babies who are receiving care at the same time. For example, if both twins were to receive care for a period of 6 weeks, the parents would only be entitled to 6 weeks of leave. The maximum amount of leave remains 12 weeks.

When can the leave be taken?

Any leave must be taken within 68 weeks of the baby's birth (or placement or entry to Great Britain in the event of adoption). It is expected that NCL is tagged onto the end of your family leave. This is because if your baby is admitted for neonatal care, it is highly likely you are already on some other family leave at that time – typically maternity/adoption/shared parental or paternity leave. You would be able to take NCL at the end of the planned family leave, so that the time the baby spends in neonatal care is compensated for.

However, there will be instances where you take neonatal leave whilst the baby is receiving neonatal care. This is most likely to be because a father or partner's paternity leave has run out while the baby is still receiving care in hospital.

Interaction with other family leave

Neonatal care leave can be taken in addition to maternity, paternity, adoption, and shared parental leave. Employees who qualify for multiple types of leave may take them consecutively, ensuring they receive the

maximum support available. Neonatal care leave does not reduce the length of any other statutory leave entitlement.

If a period of tier 1 neonatal leave is interrupted by the commencement of any other form of family leave then the neonatal care leave ends immediately before the start of the other period of statutory leave and either:

- the remaining entitlement to neonatal care leave must be taken immediately after the end of the other period of statutory leave, provided the leave is still being taken in the tier 1 period; or
- where, following the other statutory leave, the employee is now in the tier 2 period, the remaining entitlement to neonatal care leave must be taken consecutively with any other neonatal care leave taken in the tier 2 period.

An employee is not entitled to take leave in the tier 2 period where, at the time of giving notice, the employee knows that the leave will be interrupted by another statutory leave period.

What are the notice requirements?

There are 2 categories of neonatal leave which are known as Tier 1 and Tier 2.

Tier 1

Leave taken while the child is in neonatal care or up to 7 days after neonatal care ends can be taken in non-consecutive blocks of a minimum of one week.

Tier 2

Leave taken in the remainder of the 68-week period must be taken in one continuous block.

The required length of notice differs depending on when the leave is taken. For tier 1 leave the notice must be given before the first day of absence or as soon as reasonably practicable. For tier 2 leave, 15 days' notice is required for a single week of leave and 28 days' notice for two or more consecutive weeks of leave.

However, talk to us. We may be able to agree to mutually waive any notice requirements.

In line with other parental leave, employees are expected to provide notice of their intention to take NCL stating:

- Your name
- The baby's date of birth (or date of placement/entry to Great Britain if adopting)
- The start date or dates of neonatal care
- The date neonatal care ended (if applicable)
- The date on which the employee wants to take the leave
- The number of weeks of NCL the notice is being given for
- That the leave is being taken to care for the baby
- Confirmation that the employee is eligible to take the leave due to their relationship with the baby

Neonatal care leave pay

If you have at least 26 weeks' continuous service with us, ending the relevant week (the 15th week before the EWC or EDP) then you may be eligible for statutory neonatal care pay (SNCP), provided that your earnings were not less than the lower earnings limit set by the Government). SNCP is paid at a weekly rate set by the Government each year or, if your average weekly earnings in the relevant period are lower than this, then at 90% of your average weekly earnings in the Relevant Period.

During Neonatal Care Leave

As with other family leave entitlements, you will remain entitled to the same terms and conditions of employment, with the exception of pay. There are also similar rules around when you will be entitled to return to your original role, which will always be the case for a single period of NCL.

If you have taken 6 continuous weeks of NCL, you also benefit from the extended redundancy protection rights, with the right to be offered a suitable alternative vacancy applying from the day after you have taken six consecutive weeks of leave and ending on the day after the child turns 18 months old.

You will also be protected from detriment and dismissal for exercising your right to take NCL. Dismissal for a reason connected with your taking NCL will be deemed automatically unfair.

Parental Bereavement Leave

We offer two weeks' Parental Bereavement Leave for any parent who loses a child aged under 18. This includes a stillbirth after 24 weeks of pregnancy. We will be flexible about how you take this leave (for example, you might want to take it in one block, or as two separate weeks).

We understand you may not be in a position to have any detailed discussion if somebody close to you dies, but please tell your manager what has happened. An email will be fine.

Carer's Leave

We offer all employees who have a dependant with a long-term care need the right to take up to one week of unpaid leave in any 12-month period to provide or arrange care for that person.

A person is your **dependant** if they are your spouse, civil partner, child or parent; live in the same household as you, otherwise than by reason of being your boarder, employee, lodger or tenant; or reasonably rely on you to provide or arrange care.

A dependant is seen as having a **long-term care need** if they have an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months; if they have a disability for the purposes of the *Equality Act 2010*; or if they require care for a reason connected with their old age.

You do not need to take your week of annual entitlement all in one go. You are able to take several shorter periods of leave (as long as they are no shorter than half a day on any occasion).

You need to tell us in writing if you wish to take Carer's Leave. Your notice should confirm that you have a dependant with a long-term care need. It should also set out whether you have taken any other period of Carer's Leave in the previous 12 months. You must give at least twice the amount of notice than the period of leave requested or, if longer, three days' notice.

We will always try to accommodate your request, but we may have to rearrange your dates if your absence would unduly disrupt our business by, for example, leaving us short-staffed. If your leave has to be postponed, we will tell you why in writing before the leave is due to begin. We will, in discussion with you, make arrangements to reschedule the leave so that it can be taken within one month of the start date of the leave originally requested.

Your employment contract and all its terms and conditions remain in force throughout Carer's Leave, other than the fact that it is unpaid. Your holiday entitlement continues to accrue in the normal way.

Glossary

- AML – Additional maternity leave.
- BPPL – Bereaved Partner's Paternity Leave
- EDP – Expected date of placement in adoption cases.
- EWC – Expected week of confinement/childbirth, or the week in which a pregnant woman is due to deliver.
- KIT – Keeping In Touch days.
- NCL – Neonatal Care Leave
- MA – Maternity Allowance.
- OML – Ordinary maternity leave.
- Qualifying Week – the 15th week before the EWC.
- SAP – Statutory Adoption Pay.
- ShPL – Shared Parental Leave: The scheme under which a mother can share leave with somebody else (usually the father) by opting out of the Statutory Maternity Leave scheme.
- ShPP – Statutory Shared Parental Pay: A payment similar to SMP but paid to the mother and her partner while they are on ShPL.
- SMP – Statutory Maternity Pay: The legal minimum women are entitled to receive while on Maternity Leave.
- SNCP – Statutory Neonatal Care Pay
- SPLIT – Shared Parental Leave in Touch: The equivalent of KIT, in the ShPL context.
- SPP – Statutory Paternity Pay.

11 Social Media Policy

Introduction

Social Media is an important tool for all businesses, but it is not without its difficulties. Boundaries which exist in the 'real world' are easy to 'blur' in an online forum.

This Policy:

- Explains what we mean by the term 'social media'.
- Sets out a framework of expected standards and behaviour both in terms of personal social media use and business use.
- Sets out the implications if those standards are not met.

This Policy applies to all employees and workers in our business and anyone who could be identified as being associated with us, including contractors, agency workers, casual workers, interns and volunteers.

What is 'Social Media'?

'Social media' includes online communications and applications through which communications, media and messages can be shared. The 'social' aspect refers to the fact that you are interacting and sharing with other people.

There are different types of social media. Examples include:

- Social networks: the most well-known form of social media, such as Facebook, LinkedIn and Twitter.
- Media sharing networks: These are used for sharing photographs, videos and other forms of media, such as Instagram and Snapchat.
- Discussion forums: These are forums where particular topics of interest can be discussed, such as Reddit and Mumsnet.
- Consumer review networks: These are sites which allow you to leave reviews in relation to products, services and brands, such as TripAdvisor.
- Blogs: These are used for publishing and commenting on articles on different topics. Many businesses have their own blogs on their corporate web platforms, and many individuals have blogs chronicling things which they wish to share.

Personal use of Social Media

You should keep personal use of social media to a minimum during working time. Further details can be found in our Computer, Email and Internet Policy. Personal social media use should not negatively impact your productivity or your ability to meet deadlines. Personal notifications must be switched off during the working day to avoid distraction.

There may be occasions when your actions on social media in a personal capacity impact your employment with us. Even if you do not name us as your employer, people who know you and where you work may still make an association with us, or people might use 'jigsaw' identification (putting together information from more than one source) to discover you work for us. We have a right to protect our legitimate business interests.

Accordingly, we need you to follow these rules:

- You must not act inappropriately in your interactions on social media. This includes acting in a discriminatory manner, harassing others or being rude online.
- You must not make any derogatory statements about any other person or business.
- If, in a social media profile, you disclose your association with us, then you should make sure that all postings maintain an appropriate professional style and content.
- You must make clear that any opinions given are your personal ones.
- You must not publish anything which may bring us, or others associated with us, into disrepute.
- You must not publish anything which would be in breach of copyright or the rights of others.
- You must not add the details of business contacts you make through work to any of your personal social media accounts.

- The contact details of any business contacts you make while working for the business belong to us and must remain confidential. When you leave our employment, you must give us this data and delete any copies you have, including any you have added to your social media accounts.
- You must not post to social media other than in your own name, and you must not pretend to be another person, real or non-existent.

Where your actions on social media have a direct or indirect impact on us, then we may take disciplinary action against you.

Business use of social media

It is important that if you are posting or commenting on social media as a representative of our business, you behave appropriately and in a way which upholds our values.

If your duties require you to speak on our behalf on social media, you must seek approval for that communication from the director. If you are contacted for comments about the business for publication, you should contact the director for support. Do not respond without written approval.

Any circumstance where you are posting as a proxy for our business (so that the post reads as if it came directly from us) or as our representative, and any post or comment on a platform where your association with us is visible, is regarded by us as 'business use' of social media and the following rules apply:

- You should avoid slang.
- You should avoid inappropriate or rude language.
- You should only comment on matters which fall within your expertise or knowledge.
- You should not make any false or misleading statements.
- You should check spelling and grammar before posting any content online.
- You should only post on topics which are relevant to our business.
- You should never provide references for other individuals on social or professional networking sites. These references, positive and negative, can create legal liability for both you and us.
- You should not post any confidential or otherwise sensitive information.
- If your post is a posting as our representative, you should make sure that any post is approved in advance by the Director.

Ownership of passwords and contacts

This paragraph only applies to employees: If you have used social media (such as LinkedIn) to store or accrue business contacts in the course of your employment with us, then those contacts belong to us. If we ask you to do any of these things, whether during or after your employment, you must:

- Give us your access details to those social media accounts (i.e. your username, password, and any authentication details needed)
- Send us a list of all contacts accrued in the course of your employment with us, with all the details we reasonably ask for or irrevocably delete those contacts, without retaining any copies.

We own all passwords to our social media accounts. If you set up a social media account on our behalf, or if you change a password to one of our social media accounts, you must tell the director in writing of the (new) access details. If you are set as the contact for two-factor authentication (for example, if a text is sent to your personal phone number to corroborate that you are authorised to sign into a social media account), you must cooperate with us to change those details if we ask you to do so.

Monitoring

We may monitor, intercept and review any social media activity carried out using our IT and communications systems as permitted under our Data Protection Policy to monitor compliance with this Policy.

We may monitor, intercept and review social media accounts and posts if they are public. We may also review any content or post in a private or 'member only' forum or any deleted post in either a public or private forum which is brought to our attention (for example, by the provision of screenshots).

Breaches of this Policy

Breach of this Policy may result in disciplinary action being taken against you, up to and including dismissal.

We may require you to remove social media postings which we believe to be inappropriate or otherwise in breach of this Policy. Failure to comply with any request made may result in disciplinary action being taken against you.

12 Harassment & Bullying Policy

Introduction

We are committed to providing a work environment where everyone is treated with dignity and respect. We do not tolerate bullying and harassment.

This Policy:

- Explains the concepts of 'bullying' and 'harassment'.
- Sets out our expected standards of behaviour.
- Sets out the process you should follow if you have a bullying or harassment complaint.
- Explains how we will deal with any complaints.

This Policy applies to everyone who works for us, including employees, workers, agency workers, consultants, casual workers, volunteers and interns.

What is 'bullying'?

Bullying is unwanted behaviour from a person or group that is one of the following:

- Offensive, intimidating, malicious or insulting.
- An abuse or misuse of power that undermines, humiliates or causes physical or emotional harm.

Bullying can take many different forms. Examples of bullying behaviour include:

- Spreading malicious rumours about someone
- Consistently putting someone down and undermining them
- Deliberately giving someone a heavier workload than everyone else
- Excluding someone from team social events

Bullying could involve a pattern of behaviour or a one-off incident. It could happen face-to-face, online, by phone or in writing. It can be verbal and non-verbal. It is not always obvious to others.

Although bullying is often connected to a power imbalance, that does not mean that it always involves a more senior person bullying a more junior person. It can also be directed at someone more senior than the bully. It may take the form of spreading rumours, refusing to follow instructions, undermining authority, making fun of or mocking the more senior person or spreading rumours about them.

Constructive and fair feedback about your behaviour or performance from your manager or colleagues is not bullying. It is part of normal employment and management functions.

What is 'harassment'?

When bullying or unwanted behaviour is about certain protected characteristics under discrimination law, then we refer to it as 'harassment'. The protected characteristics which apply are:

- Sex
- Sexual orientation
- Race
- Religion or belief
- Gender reassignment
- Age
- Disability

Discrimination law also recognises sexual harassment as something separate to sex (i.e. female or male) harassment. Sexual harassment occurs when someone is subjected to unwanted conduct of a sexual nature or when a person is treated less favourably because they have accepted or rejected unwanted conduct of a sexual nature.

Behaviour can still be harassment even if the person being harassed does not complain or ask for it to stop.

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

Even if you did not intend to harass someone, if your behaviour has this effect on someone else, then you may be found to have harassed them. They may only be a bystander to behaviour you directed at someone else, but they may still have been harassed.

The law protects people who are harassed because they are thought to have a certain protected characteristic when they do not or they are linked to someone who has a certain protected characteristic even if they don't have it themselves.

The equality laws in the UK currently state that sex, for the purposes of protection from discrimination, means biological sex. This means that a trans woman, for example, falls under the definition of a man for the purposes of equality laws. We are committed to ensuring that this does not in any way diminish the right of our trans colleagues to a working life free from discrimination and harassment. Trans women and trans men working within the business are protected from harassment related to the protected characteristic of gender reassignment, whether or not they are undergoing or have undergone any surgical transition. They are also protected from sex-related harassment based on their perceived sex or their association with that sex.

Third party harassment

We want to create a workplace which is free of harassment. This objective extends beyond acts of harassment by those working for us to harassment by third parties such as parents, visitors, suppliers.

You are encouraged to report any third-party harassment you are a victim of, or witness, in accordance with this Policy.

We will take active steps to prevent third-party harassment of staff. Action may include for example, warning notices to parents, visitors or suppliers, or recorded messages at the beginning of telephone calls.

We will assess the risk of third-party harassment in the workplace and undertake to keep our risk assessment under regular review. We encourage you to come forward with any areas in which you believe our third-party harassment protection could be improved. Please let your manager know.

If any third-party harassment of staff occurs, we will take steps to remedy any complaints and to prevent it happening again. Action may include warning the harasser about their behaviour, banning them from our premises, reporting any criminal acts to the police, and sharing information with other branches of the business.

Our position

We will not tolerate bullying or harassment by anyone working for us.

We expect you to treat people with respect and dignity in all communications you have with them, whether face-to-face, over the phone or in writing.

We will assess the risk of harassment in the workplace and keep our risk assessment under regular review. We encourage you to come forward with any areas in which you believe harassment protection could be improved. Please let your manager know.

You are encouraged to report any harassment you are a victim of, or witness, in accordance with this Policy.

We have clear and universal standards of workplace conduct.

- Bad and/or offensive language or gestures of any nature should not be used in the workplace, whether directed at a particular person or not.
- Inappropriate images or other content should not be viewed or shared at work.
- You should always think before making a joke in the workplace – could anyone be upset or offended by what you say?
- You should never invade colleagues' personal space.
- You should not exclude colleagues unfairly from discussions or events.
- You should not use crude humour.

- You should not use an aggressive tone or aggressive language when speaking with colleagues.
- You should not be physically aggressive towards colleagues.
- You should not make sexually suggestive comments
- You should not mock, mimic or belittle colleagues in relation to any protected characteristic or otherwise
- You should not gossip about your colleagues.

Our standards of workplace conduct and zero tolerance of harassment in the workplace apply equally:

- at work; or
- during any situation related to work such as at a social event with colleagues; or
- against a colleague or other person connected to the employer outside of a work situation, including on social media; or
- against anyone outside of a work situation where the incident is relevant to your suitability to carry out your role.

Raising a complaint

If you believe that you are being bullied or harassed, then you should first consider whether it would be appropriate to discuss the matter informally with the person who is bullying or harassing you. Sometimes, people do not realise how their actions are impacting others and it might be that an informal discussion can resolve the issue and reset behaviours.

If you do not feel comfortable approaching the person yourself, or a direct approach has not worked, then you should refer to our Grievance Policy, which sets out a clear process for raising complaints (both informally with an appropriate manager, and formally, if you prefer). You can also choose to follow our whistleblowing procedure outlined in our Whistleblowing Policy, particularly if your allegation is that sexual harassment has occurred, is occurring or is likely to occur.

We may, if we think it necessary, separate you from the person you are complaining about whilst we investigate. This is not a prejudgment of your complaint. It is simply a way to stop things from getting worse during the investigation.

If you notice behaviour of others which may be in breach of this Policy, then you should first consider whether it is appropriate to challenge the behaviour yourself. Only do so if you feel comfortable. If you don't feel comfortable, or a direct approach has not worked, then please report the matter to your manager, who will investigate.

If we decide that your complaint is not upheld, we will always tell you why in accordance with our Grievance Policy. Regardless of the formal outcome, we will consider ways of improving your relationship with your colleague[s] and may, for example, suggest mediation or offer training.

Anyone who raises an allegation of bullying or harassment with us in good faith will not be subjected to any detriment as a result.

Confidentiality

To protect the interests of the person complained about, the person who has raised the complaint and any others who may be involved as witnesses or otherwise, confidentiality will be maintained during any investigation process as far as is possible.

If you fail to maintain confidentiality when you are involved in some way in a bullying and harassment complaint, then you may face action under our Disciplinary Policy.

We may place information and documents about a complaint raised by or about you on your personnel file. These will be processed in accordance with our Data Protection Policy.

Breaches of this Policy

Any breaches of this Policy will be handled under our Disciplinary Policy and may result in action including dismissal for gross misconduct or the termination of your contract with us.

Aggravating factors such as abuse of power over a more junior colleague will be taken into account in deciding what disciplinary action to take.

13 Performance Improvement Policy

Introduction

During your employment, there may be times when we think that your performance does not meet the standards we expect. If this happens, we will use this Policy to guide us in understanding why you might be experiencing performance issues and work with you to improve matters. Our aim is to make sure that you perform well in your role, maximise your own performance and, in doing so, drive our business forward.

This policy applies to all employees in the business.

We will use this Policy flexibly alongside other policies which might also be relevant to the issues you are having. For example, we may consider that an issue raised as one of poor performance is actually misconduct. If so, we will handle this under our Disciplinary Policy. Likewise, performance issues are sometimes connected to problems with attendance. We will normally deal with these under our Absence Management Policy.

Our expected standards

The standards of performance which we expect you to achieve are communicated to you in several ways:

- In your job description. This sets out the basic requirements of the role which you are doing for us.
- Through our appraisal process. You will work with your manager to set clear performance objectives which will be reviewed regularly.
- Through day-to-day feedback you will receive from those you work with. Our managers are proactive in their approach. We encourage them to praise good performance and provide regular feedback on any performance issues they may observe.

The first six months of employment

On 1st January 2027, the rights to unfair dismissal are being introduced to a six month qualifying period. From that date, employees who already have six months service or more will have protection. Other employees will gain this protection once they reach six month's service.

We may not follow our performance improvement process during the early stages of the employment relationship. If we are not satisfied with your performance during your probationary period, or during the first six months of your employment with us, we may simply terminate your employment.

Initial steps: informal performance improvement

When a performance issue is raised, we will usually approach you informally first to discuss it. Your manager will usually lead this discussion. We will:

- Explain the issues that have arisen and discuss them with you to get your view on them. We will show you evidence which supports our concerns.
- Discuss any underlying issues which may have contributed to the performance issues. For example, any medical issues, any additional management support or training you feel you need or any interpersonal issues.
- Discuss any support we can provide to help resolve the performance issues, including additional training, additional support, reallocation of work and other measures. If a medical issue is underpinning a performance one, then we may ask for your consent to obtain a medical report from your doctor, occupational health or an appropriate specialist.
- Set out a plan for improvement, including a clear timescale which takes account of any additional supportive measures which may take time to put in place. We will put this plan in writing, give you a copy and retain a copy.

We will usually agree a time to meet to review the success of the measures we have agreed at this informal meeting. This will allow a reasonable amount of time for any supportive changes to take effect.

If, when we meet, your performance has not improved sufficiently, then we will either extend the informal process or move to the formal performance improvement process.

Depending on the circumstances of each case, we may choose to omit the informal process and move straight to the performance improvement process.

Performance improvement plans (PIPs)

A PIP is a document which we will put together with you to guide us through the formal performance improvement process. It is a document which sets out:

- The areas where improved performance is required.
- Clear performance objectives which you will need to meet.
- The evidence we will look at to check whether those objectives have been met.
- The timescale for meeting those objectives.
- Any supportive measures we will put in place to help you meet those objectives.

It is a document which will help both you and us to focus on the improvement required and to assess improvement.

We usually use PIPs throughout the formal performance improvement process. We may also use them at an earlier stage of the process, when intervention remains informal.

The formal performance improvement process

If we have not seen an adequate improvement following the informal process set out above, or if we decide that the issues are sufficiently serious that they need to be placed on a formal footing at an early stage, then we will begin to follow our formal performance improvement process:

- Stage 1 meeting – At this meeting, we will aim to agree a PIP with you. This will highlight all performance concerns, the standard expected and how we will work together to achieve that standard. We will agree a timetable for improvement with you. This will depend on the issues but will generally be at least four weeks in duration. If a PIP cannot be agreed between us, then we will set it without your agreement, but only after we have tried to understand why you think the standards we expect of you are not reasonable or attainable.
- Stage 1 review meeting – At the end of the review period, we will hold a Stage 1 review meeting at which your progress will be discussed. If your performance has not improved sufficiently, then we may issue a first written warning for performance and move to Stage 2 of the process. We will put a further review period in place (usually at least 4 weeks in duration). Changes to the PIP and additional support will also be discussed.
- Stage 2 review meeting – Following the Stage 2 review period, we will hold a meeting where your progress will be discussed. Again, if your performance has not improved, then we may issue a final written warning for performance and move to Stage 3 of the process. We will put a further review period in place (usually at least 4 weeks in duration). Changes to the PIP and additional support will also be discussed.
- Stage 3 review meeting – Following the Stage 3 review period, we will hold a meeting where your progress will be discussed. At this meeting, if your performance has not improved sufficiently, you may be dismissed from our employment with notice for capability.

At each stage of the formal process the outcome of the meeting will be confirmed to you in writing, including (if relevant) details of the possible consequences of failing to improve during the relevant timescale or of additional poor performance in other areas.

Other options at each stage of the formal process include taking no further action or extending the review period.

Sometimes, we may omit Stage 2 and move straight from Stage 1 to Stage 3 (meaning you get two rather than three periods in which to demonstrate your improvement). It is up to us whether this happens or not.

Performance improvement meetings

It is your responsibility to attend meetings under this Policy, but if you cannot, we will normally reschedule them, provided we are satisfied with your reason for not attending. We will normally only reschedule the meeting once unless there is a very good reason to justify a second rescheduling. If you fail to attend a rescheduled meeting, we may have to make decisions in your absence.

We may record the meeting, but we will not do so without telling you. You are welcome to record the meeting if you wish, but please tell us beforehand, as we think it is discourteous to the managers involved for you to make a covert recording. You will also get a better quality recording if you do so openly rather than covertly.

A notetaker may attend formal meetings under this Policy to take notes.

You will be given a copy of any evidence to be relied upon before the meeting and a copy of the notes after the meeting.

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

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

We will give you the time you need to respond to the concerns raised and put your own case. We will also give you the chance to question us, present your own evidence, call your own witnesses, and respond to evidence that any of our witnesses put forward. If there are any questions you want us to ask anybody else, please tell us and (unless there is a good reason not to) we will make sure they are asked.

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

If we decide at any point during the process to take no further action, we will tell you.

The right to be accompanied

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

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

Your colleague or union representative can, if you'd like them to, explain the key points of your case to the meeting and can respond on your behalf. You can also confer with them during the meeting. However, they must not answer questions put directly to you or try to prevent us from asking questions or outlining our points.

Right of appeal

At each stage of the formal process, you have the right to appeal any warning given. In the case of dismissal, you have the right to appeal the dismissal. To do this, write to us within a week of being sent the notice or letter, explaining exactly why you are appealing.

If you lodge a grievance during the performance improvement process, which we think arises from the performance improvement process, we will normally treat it as an appeal under this process rather than a free-standing grievance.

We may choose to continue with the performance improvement process while your appeal is being considered. This is to prevent the process from being derailed, or delayed, by one or more appeals being inserted into the timeframe.

A flexible process

Our performance improvement process is focused on the positive: improving your performance at work. We will not allow the process to confine us and get in the way of this aim. We may choose to extend formal warnings under this process or pause them whilst training or other supportive steps are undertaken.

We are also aware of the close relationship between performance issues, attendance issues and conduct issues. Sometimes, the circumstances may mean that we need to follow more than one policy at the same time or switch to using a different policy, for example, if after investigation, we decide that the issues are misconduct-related rather than performance-related. If that happens, steps taken under this Policy will be regarded as taken under the other Policy (i.e. we won't do the same things twice unless there's a compelling reason to do so).

14 Absence Management Policy

Introduction

You should stay away from work if you are too unwell to carry out your duties for us. We want to make sure that you understand our approach to sickness absence and know the processes that we follow for short-term and long-term absence.

This Policy:

- Explains how you should report any absences from work due to sickness.
- Sets out how you will be paid if you are off work due to sickness.
- Explains what we regard as an unauthorised absence and how such absences will be handled.
- Sets out our approach to short-term absence.
- Explains when we might seek a medical opinion in relation to your health and how we might go about doing that.
- Sets out our approach to long-term sickness absence.
- Sets out the support measures in place for any return to work following sickness.
- Sets out other reasons why you may need to take time away from work and our approach to them.

This Policy applies to all employees.

Reporting your absence from work

If you are unwell and unable to attend work, then you should phone your manager as soon as possible that you will be absent, and no later than 7:30am at Clatford and 7:45am at Andover on that day. You must not notify your absence by email, text or via social media. You must speak to your manager yourself unless you are medically unfit to do so, in which case you can ask somebody else to make contact for you.

We may ask you to provide some details about the reason for your absence, whether you are going to see a doctor and to let us know how long you are likely to be off work. We realise that you might not know this straight away – we just ask that you keep us informed as your absence develops. The more information you provide to us, the easier it will be for us to manage and support your absence.

You should contact your manager on each subsequent day you are off work, unless you have a fit note, or you have agreed a different process with your manager.

For the first seven days of absence (including any non-working days, weekends and bank holidays), we will generally allow you to self-certify. This means that you do not need to provide us with a fit note from your doctor. You will just be asked to complete a self-certification form on your return to work.

If your absence continues for longer than seven days, then we will need you to obtain a fit note from your doctor or other healthcare professional covering the remainder of your absence. You should send your fit note to your manager.

A fit note includes details of the reason for your absence and allows your doctor or other healthcare professional to stipulate whether you are 'not fit for work' or whether you 'may be fit for work'. If the fit note states that you 'may be fit for work', then they are invited to provide details of any measures we could take to help you return. If your fit note provides this information, then we will generally arrange a meeting with you to discuss whether we are able to put these measures in place (which will depend on the needs of the business and our resources and capabilities). If we are not able to facilitate your return, then you will continue to be treated by us as if you are not fit for work.

Keeping in contact during sickness absence

We expect you to maintain regular contact with us during any period of sickness absence. This will generally be by telephone or email with your manager.

We, for our part, will maintain regular contact with you to discuss your wellbeing, the expected length of your continued absence from work and any of your work that requires attention. Such contact is intended to provide reassurance and will be kept to a reasonable minimum. This will usually be via telephone calls or emails from your manager but we will modify our contact arrangements if necessary to take account of the reason for absence.

We expect you to cooperate with our requests for updates on your condition.

Sick pay entitlement

Your contract of employment sets out your pay entitlements when you are off sick.

Unless your contract of employment sets out any enhanced entitlement, you will usually be entitled to receive Statutory Sick Pay (SSP) for the first 28 weeks of absence. The rate of SSP is set by the Government and changes every year. If your weekly earnings are lower than the current statutory rate of SSP then you will be entitled to receive 80% of your normal weekly earnings as sick pay instead.

In order to receive SSP, you must make sure that you follow our rules on reporting absence.

Holidays and sickness

When you are off work sick, you continue to accrue holiday. You are able to contact us to request holiday whilst you are off sick. In such cases, you will be paid holiday pay rather than sick pay for the days which you request to be treated as holiday.

If your sickness absence spans two holiday years, then you may be able to carry forward untaken holiday from one year to the next, subject to certain restrictions. Further details can be found in our Holiday Policy.

If you become unwell while on holiday, then we will usually allow you to convert your holiday into sick leave. You must report your absence as set out above and provide any evidence of sickness which we request. If approved, you will be able to take your holiday at another time, but you may also have to repay the holiday pay that you received.

Unauthorised absence

If you fail to turn up for work without good reason, then your absence will be treated by us as being unauthorised. Unauthorised absence includes any sickness absence which is not covered by required supporting evidence (for example, a fit note) or absence where you might be entitled to self-certify but you have not contacted us to tell us about your sickness absence.

If your absence from work is unauthorised, then you will not be entitled to receive pay or any other benefits. We reserve the right to deduct from your pay to take account of your unauthorised absence.

Unauthorised absence is a disciplinary matter which will be handled under our Disciplinary Policy and may result in the termination of your employment.

Returning to work following absence

We will hold a return-to-work meeting with you after sickness absence even if it is only one day. A note will be taken of the meeting, which you will be asked to sign and which will be retained on your personnel file for future reference. The return-to-work meeting also provides the opportunity for you to complete our self-certification form.

At the return-to-work meeting, we will discuss the reason for the absence and any support we can provide to improve future attendance levels.

If you are returning from a period of long-term sickness absence, then we will, where appropriate and possible, support your return by:

- Obtaining medical advice (if you agree that we are able to do so and sign all appropriate consents).
- Making reasonable adjustments to the workplace and/or your duties.
- Considering redeployment.
- Considering a phased return to work.

How we deal with short-term absence

Short-term absence can have a real impact on our business. Effective management of short-term absence to make sure that it does not happen too often is, therefore, important.

We will always take the time to discuss your absence with you. This will be done at return-to-work meetings following any period of absence regardless of duration. We will ask what we can do to help you to maintain good attendance and try and understand the reasons why you may be failing to reach our attendance standards. On occasion, this may involve asking for your permission to obtain information and support from a medical professional.

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

cause intermittent absence and we will always take account of your situation and support you as much as we can.

How we respond to absence depends on why you are off work and the pattern of your absences. We may want to talk informally with you, and we may get medical evidence so that we can better understand your situation.

You will generally be invited to a formal hearing at which your absence levels can be discussed. You are entitled to be accompanied at this meeting by a work colleague or trade union representative. This meeting will provide an opportunity to take an in-depth look at the reasons, impact and possible solutions in respect of your absence. We will always approach such meetings supportively, with the aim of understanding and addressing any underlying problems which are contributing to high absence levels. Having looked at all options available, one outcome of this meeting may be the imposition of a warning. We will explain the improvement we require and what support we will provide to help you with this. You will then be set a target for improved attendance in line with the system set out above. You have the right to appeal any warning issued. The same process of meeting, warning and right of appeal will be followed at each stage of the absence management process. If, following the imposition of a final written warning, absence remains an issue and avenues for support have been explored, a final formal meeting may result in the termination of your employment with notice.

Warnings at each stage of this procedure generally remain live on your file for 12 months, although we reserve the right to extend the length of time that a warning remains live in appropriate circumstances.

We will always take the time to understand the background to any absence and will not operate this system in a vacuum.

We will make reasonable adjustments to the above process to take account of individual circumstances and any disabilities.

Disabilities

We are aware that sickness absence may result from a disability. At each stage of the sickness absence meetings procedure (both long-term and short-term), particular consideration will be given to whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide support at work and/or assist a return to work.

If you consider that you are affected by a disability or any medical condition which impacts your ability to undertake your work, you should inform your manager. Any information you provide will be handled in a confidential manner and in accordance with our Data Protection Policy.

Seeking a medical opinion

We may, at any time in operating this Policy, require you to attend a medical examination by either or both Occupational Health and a doctor nominated by us at our expense.

We will ask for your consent for us to have full access to medical reports and to discuss the contents with the relevant medical practitioner. You do not have to consent, but if you don't, we will make decisions based on existing medical and other information.

How we deal with long-term absence

We define long-term absence as any absence from work which lasts longer than four weeks. Once an absence has been continuing for a period of four weeks or more, we will usually arrange an absence review meeting with you. This is an informal meeting at which we can discuss the reason for your absence and any help or assistance that we may be able to provide.

We will maintain regular contact with you throughout any period of long-term absence. We will discuss with you the best way to do this, bearing in mind the reason for your absence, and we will be sensitive to your needs.

We may, at any point during your absence, seek to obtain a medical opinion regarding your condition and likely timescale for recovery. This request may be made at our first informal meeting with you or at any time during your absence from work. Any request will be processed in line with the 'Seeking a medical opinion' section.

We will hold regular absence management meetings with you during your long-term absence to keep up to date with your prognosis, any adjustments which we may be able to make to enable you to return, the impact that your absence is having on the business and any support we can provide. We will discuss the most appropriate way to hold these meetings with you – for example, we could agree to hold them at your home, at an agreed location or remotely via video conference.

If your absence continues and we believe (whether based on medical evidence obtained or otherwise) that you are unlikely to return to work for some time, then we may proceed to hold a formal absence management meeting with you. You are entitled to be accompanied at this meeting by a work colleague or trade union representative. In the letter inviting you to this meeting, we will warn you that dismissal may result. At the absence management meeting, we will normally cover the following:

- A review of the meetings that have taken place and matters discussed with you.
- Whether there have been any changes since the last meeting, regarding either your possible return to work or opportunities for return or redeployment.
- Whether there are any reasonable adjustments which could be made to allow you to return to work
- The impact that your absence is having on the business.
- Any further matters that you wish to raise.
- Whether there is a reasonable likelihood of you returning to work in a reasonable time.
- The possible termination of your employment.

Termination will normally be with full notice or payment in lieu of notice.

Other types of absence

Jury service

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

Other public duties

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

Emergency time off to look after dependants

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

The time you take off must be both reasonable and necessary for you to deal with something immediately and/or respond to an emergency. Normally, this means hours or a maximum of one or two days, and this type of leave is not designed to provide care over the longer term. We do not pay you when you take time off to look after dependants.

Other family-related absences

We cover all other types of time off for family-related matters – including maternity, paternity, shared parental, carer's, parental bereavement, bereaved partner's paternity parental and adoption leave – in our separate Maternity and Family Friendly Policy.

Carrying out trade union duties

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

15 Grievance Policy

Introduction

A 'grievance' is an issue or problem with something at work. If you are having a problem at work or wish to raise a complaint, then you should use the process set out in this Policy to do so. We want to make sure that you feel comfortable to raise with us any problems you may have.

This Policy:

- Sets out the informal and formal processes that can be followed when raising a grievance.
- Explains what we will do if we receive a formal grievance.
- Explains how grievance meetings operate.
- Sets out how we will deal with tricky situations like related grievances and grievances raised during a disciplinary process.
- Explains the role of the grievance officer.

Please note that this Policy does not form part of your contract of employment. We reserve the right to amend or remove this Policy.

This Policy should be read alongside our Whistleblowing Policy and Bullying & Harassment Policy.

This Policy applies to all employees. It does not apply before your employment starts. If your employment has ended, we may refuse to investigate any grievance, or we may use a different procedure.

What we will do if we receive a formal grievance

If we receive a formal grievance from you, we will:

- Follow a full and fair procedure.
- Investigate all matters raised.
- Act promptly.
- Keep you regularly updated with the status of the grievance investigation.
- Be mindful of the impact of the grievance and the grievance process on your wellbeing and provide appropriate support in line with our Wellbeing Policy.
- Not treat you unfavourably for having raised a grievance.
- Retain all documentation collected as part of the grievance process securely, in accordance with our Data Protection Policy.

The informal grievance process

If you have an issue or complaint, before doing anything else, you should approach your manager, as most grievances can be resolved informally. If your grievance involves your manager – or there is some other reason you don't want to raise it with them – you should instead tell the director.

You do not have to put anything in writing. The issue can be discussed verbally if you prefer.

If this informal approach does not solve your problem, or you do not want to first raise the matter informally, you can use the formal procedure.

The formal grievance process

We follow a three-stage process when dealing with formal grievances.

Stage 1: Submission of a written grievance

Put your grievance in writing and send it to your manager. Your letter/email should include the following:

- What your complaint is – please provide as much specific information as possible.
- Any evidence you have to support your grievance – this can be sent as an accompanying file or bundle if necessary.
- What outcome you are hoping to achieve from the grievance process – this is particularly important, as if we don't know what you want, we can't help you achieve it.

We will confirm receipt of your grievance promptly. We will then investigate the complaint you have raised. How we do this will depend on the nature of your grievance. For example, it may involve a review of documents, or it may involve interviewing others involved in the complaint. You must cooperate with our investigation.

Stage 2: Grievance hearing

We will invite you to a grievance hearing to discuss your grievance. We will usually do this within five working days of receiving your grievance, although the process may take longer if the complaint is complex. We aim to act without unreasonable delay throughout the grievance process.

You have the right to be accompanied at this meeting by a work colleague or trade union representative.

If you or your chosen companion are unable to attend the meeting at the time arranged, then you should let us know without delay and we will organise an alternative date and time. Unless there is a good reason, we are unlikely to rearrange a meeting more than once. If you do not attend a grievance meeting that we have set up (or rearranged) for you, and you do not give us a good reason, we may treat the grievance as withdrawn by you.

At the meeting, our appointed grievance manager will discuss your grievance with you, including any desired outcome. A note-taker will usually be present or we may record the meeting. If we propose to do so, we will let you know in advance. We will let you have copies of any notes taken or recording made.

You may record the meeting yourself, but please tell us you plan to do so.

After the meeting, we will complete our investigation. Sometimes, this will involve looking at documents or interviewing other people. We may ask you for more information or for another meeting. We may conclude that there is no need for any further investigation.

We will tell you of the outcome of your grievance in writing.

Stage 3: Appeal

You have the right to appeal any finding we make in relation to your grievance. Any appeal should be submitted in writing within five working days of receiving the grievance outcome letter. In your appeal letter, you should explain clearly why you are appealing and provide us with any additional evidence you would like us to consider as part of your appeal.

We will appoint an appeal manager to deal with your appeal. An appeal hearing will be held with you. We usually aim to arrange an appeal hearing within two weeks of the submission of your appeal. You have the right to be accompanied at the appeal hearing by a work colleague or trade union representative.

Following the appeal meeting, we will carry out any additional investigation which we feel is required. Our final decision will be sent to you in writing. We will try to do this within two weeks of the appeal hearing. You do not have any further right of appeal, and this marks the end of the grievance process.

The right to be accompanied

You are entitled to be accompanied by a colleague or trade union representative at any grievance or grievance appeal meeting called under this Policy.

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

Your colleague or trade union representative can, if you'd like them to, explain the key points of your grievance at the meeting and you can confer with them during the meetings. However, they must not answer questions put directly to you or try to stop us from asking questions or outlining our views.

Grievance and grievance appeal officers

When we receive a formal grievance from you, we will appoint a grievance manager from the business to investigate it. The grievance manager will, wherever possible, have had no involvement in the subject matter of the grievance. The grievance manager's role usually includes investigating the grievance, holding a grievance hearing with you and communicating the outcome of your grievance.

If you appeal the outcome of a formal grievance, then we will appoint a grievance appeal manager to handle it. Wherever possible the grievance appeal manager will have had no prior involvement in the grievance process or the subject matter of the grievance. The grievance appeal manager's role includes reviewing the

background, undertaking any further investigation, holding a grievance appeal hearing with you and communicating the outcome of your grievance appeal in writing.

If you wish to raise any issue regarding an appointed grievance or grievance appeal manager, or if you are concerned about their actions, then please contact the director to discuss the matter further. We will not normally give credence to a belief by you that a grievance or grievance appeal manager is biased or has a personal animosity towards you unless you have raised it at the very earliest opportunity. The fact that someone does not agree with you, or tests your account by asking probing questions, is not evidence of bias or animosity.

Mediation

Depending on the subject matter of the grievance, we may consider offering mediation to resolve it.

Mediation involves an independent, impartial person working with both sides to find a solution. It can help to diffuse tension and avoid issues escalating.

We are not obliged to offer mediation, and it is an option which we will only look into with your agreement.

Competing or related grievances

Where we receive competing grievances, we will usually follow the full formal process set out above in relation to both. We will not prioritise one over the other. We will keep all information confidential and separate in relation to the two processes.

Where grievances cover similar or related subjects, we may approach all those involved to seek to agree that the grievances can be joined and a joint meeting held to discuss them. However, this would require the agreement of each person involved. Each person has the right to follow the full process individually if they wish to.

Grievances raised during a disciplinary or performance management process

Our approach is driven by the fact that we do not normally want a grievance to delay (or even derail) an ongoing disciplinary or performance management process.

Where a grievance is raised whilst a disciplinary or performance management process is in progress, we may choose any of these three options:

- Pause the existing process whilst we investigate the grievance.
- Deal with the existing process at the same time as the grievance, as part of the same overall process.
- Deal with the existing process at the same time as the grievance but run two independent processes. Concurrently.

When making our decision on this, we will take into account the most appropriate course of action in each case and the need to act without delay.

Temporary changes to the working environment during the grievance process

Most grievance investigations can be conducted while you remain in your usual working environment. However, there will be some situations when we may consider moving you or others to a different work location or role while the investigation is carried out. This would be a temporary move only. We will act reasonably and treat you fairly when considering any transfer.

16 Whistleblowing Policy

Overview

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

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

What is whistleblowing?

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

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

- any activity you suspect is criminal (facilitating tax evasion, for example),
- any activity you suspect puts health and safety at risk,
- any activity that shows sexual harassment has occurred, is occurring or is like to occur,
- any activity you suspect may damage the environment,
- any activity you suspect breaches our Bribery policy,
- any failure to comply with legal or regulatory obligations,
- any failure to meet professional requirements; and/or
- any attempt to conceal one or more of these activities.

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

How to raise a whistleblowing concern

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

If you would prefer not to go to your manager, you should write to one of the Company's directors. You should also do this if your concerns are of a very serious nature.

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

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

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

We will keep you informed in general terms about how our investigation is progressing and how long is it likely to take. We may not be able to give you details about the investigation or any action it leads to as we need to protect confidentiality and comply with legal obligations. We understand this may be frustrating, and so we will do our best to reassure you that things are in hand and to explain why we are acting in the way we are.

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

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

Confidentiality and anonymity

There is a significant difference between wanting to keep your concerns confidential and making a disclosure anonymously. We actively discourage anonymous whistleblowing. Concerns raised anonymously are very difficult — and sometimes impossible — to investigate. We can't properly establish whether allegations are credible without being able to ask you for more details or for clarification, and this makes it hard to reach an informed decision. This is why we urge you not to report matters anonymously.

If you do not feel comfortable in reporting your concern openly, tell us and we will do all we can to protect your identity. We may want to disclose your identity to people involved in the investigation, but we will always discuss this with you first.

You are protected from reprisals under this policy, but if you are still worried, talk to us. We will explore how far we can go in keeping your concerns confidential.

How we protect whistleblowers

If you raise a genuine concern under this policy, we will support you fully even if we find through our investigations that you made a mistake or that there has been no breach of policy, legal obligation or other activity set out on page 63 However, if you feel you have been treated badly as a result of raising a concern, you must tell us straightaway. First inform your manager and, if the matter remains unresolved, you must follow the formal process in our Grievance Policy.

All whistleblowers are given the same protection, so you must not threaten or otherwise badly treat others who have raised concerns under this policy. If you do, you may face disciplinary action which could include dismissal for gross misconduct. The whistleblower may also be able to bring legal action against you.

Taking your concerns outside the Company

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

In some exceptional circumstances, you may need to go to an external body — an industry regulator.

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

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

17 Bribery Policy

Overview

This policy outlines the responsibilities of the Company (and everyone who works for us) to adhere to the high standards we set for conducting our business affairs. You will find specific guidance in this policy on recognising and addressing bribery and corruption, whether in the UK or overseas. The standards detailed in this policy apply equally to activities conducted inside or outside the UK, we do not adopt 'local standards' overseas if they are lower than UK standards.

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

If you breach this policy, we may take disciplinary action against you, which could lead to dismissal for gross misconduct. You may also be committing a criminal offence.

Our commitment and your obligations

We are committed to integrity and fairness across all our operations. We do not tolerate bribery or corruption.

If you are employed or engaged by the Company, or are in any other way under our control, you must help prevent and detect bribery or corruption in our business.

You must report any conduct or activity that you believe or suspect amounts (or could in the future amount) to bribery or corruption to your manager or a Company director. Our Whistleblowing Policy has more information about raising these types of concerns.

Any report will be taken extremely seriously. We will not treat you unfavourably for having refused to become involved in bribery or corruption, or for flagging up your concerns to us in good faith. If you do suffer any negative treatment in this context, you must talk to your manager. If you are not satisfied that the issue has been resolved, you could raise a grievance under our Grievance Policy.

You must not threaten or otherwise treat badly anyone who refuses to become involved in bribery or corruption, or who has reported or is considering reporting a bribery or corruption-related issue to us.

What is bribery?

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

A bribe does not need to involve money. Offering hospitality, entertainment or gifts can also be classed as bribery if the purpose is to exert influence.

You could face up to 10 years in prison for offering, promising, giving, asking for, or accepting a bribe, as this is a criminal offence. We may as a Company also face sanctions if we don't stop bribery taking place. This can include an unlimited fine.

This list includes the most common actions we consider to be bribery, but it doesn't cover everything. You must not become involved in any of these things, or allow anyone else to become involved in them on your behalf:

- Promising, offering or giving money, hospitality or gifts in the expectation of receiving a business advantage, or because you have already received that advantage.
- Accepting or giving hospitality or gifts in the course of commercial negotiations of any kind, including tender processes, if there is any uncertainty about whether doing so could have an impact on the outcome.
- Accepting money, gifts or hospitality from anyone you suspect is seeking a business advantage in return.
- Accepting hospitality that is excessively extravagant for the context in which it is offered.
- Offering gifts to government or other officials, political parties, and individual politicians.

- Receiving gifts from government or other officials, political parties, and individual politicians.
- Offering or receiving gifts in return for the faster or smoother conclusion of a routine transaction or process.
- Retaliating against or threatening anyone who refuses to take part in bribery.
- Retaliating against or threatening anyone who raises concerns under the policy.
- Taking part in any other activity or process that might otherwise breach this policy.

What is corruption?

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

What is allowed?

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

- build or maintain business relationships,
- enhance or maintain our reputation,
- help market our products and services more effectively.

You may also give and accept gifts, but only if:

- you have your manager's prior approval each time,
- it is not being done in order to influence a business decision,
- you are not giving or receiving the gift as a reward for new business or to retain existing business,
- you are not giving or receiving the gift in return for any other benefits or favours,
- you are giving the gift on behalf of the Company (it must not be in your own name),
- you are not giving cash or any kind of cash equivalent, such as vouchers,
- your gift is appropriate in the particular context — for example, a small gift at Christmas,
- it's not being done in secret, and
- you are complying with local laws.

It is generally fine to give or receive low-value business-related gifts, such as branded umbrellas.

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

What are kickbacks and facilitation payments?

We don't make or receive kickbacks or facilitation payments.

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

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

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

If anyone asks you to make a payment on behalf of us, you must consider carefully whether what they're asking for is in proportion to the goods or services involved. Always get a receipt, and if you have any concerns you must discuss them with your manager straightaway.

Keeping records

You must keep written records of any gifts or hospitality you have given or received and declare these. All associated expenses claims must give full details of the reason for the expenditure and must be submitted in line with any rules we have on expenses.

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

18 Data Protection Policy

IMPORTANT: Our Data Protection Officer at the time off issuing this policy is Jan Cooper. Any questions about this policy should be addressed to them.

Overview

We need to gather and use information or 'data' about you as part of our business and to manage our relationship with you. This policy sets out the things we must tell you about data protection.

We take the security and privacy of your data seriously and intend to comply with our legal obligations under the Data Protection Act 2018 (the '2018 Act') and the UK General Data Protection Regulation ('GDPR') in respect of data privacy and security.

This policy applies to current and former employees, workers, volunteers, apprentices and consultants. If you fall into one of these categories then you are a 'data subject' for the purposes of this policy. You should read this policy alongside your employment contract (or contract for services) and any other notice we issue to you from time to time in relation to your data.

The Company has separate policies and privacy notices in place in respect of job applicants, customers, suppliers and other categories of data subject. Copies can be obtained from Jan Cooper.

The Company has measures in place to protect the security of your data in accordance with our Data Security Policy. A copy of this can be obtained from Jan Cooper.

The company will hold data in accordance with our Data Retention Policy. A copy of this can be obtained from Jan Cooper We will only hold data for as long as necessary for the purposes for which we collected it.

The Company is a 'data controller' for the purposes of your personal data. This means that we decide how and why we process your personal data.

This policy explains how we will hold and process your information. It explains your rights as a data subject. It also explains your obligations when obtaining, handling, processing or storing personal data in the course of working for, or on behalf of, the Company.

It is intended that this policy is fully compliant with the 2018 Act and the GDPR. If any conflict arises between those laws and this policy, the Company intends to comply with the 2018 Act and the GDPR.

Data Protection Principles

Personal data must be processed in accordance with the following 'Data Protection Principles.' It must:

- be processed fairly, lawfully and transparently,
- be collected and processed only for specified, explicit and legitimate purposes,
- be adequate, relevant and limited to what is necessary for the purposes for which it is processed,
- be accurate and kept up-to-date. Any inaccurate data must be deleted or rectified without delay,
- not be kept for longer than is necessary for the purposes for which it is processed; and
- be processed securely.

We are responsible for ensuring and demonstrating compliance with these principles.

How we define personal data

'Personal data' means information which relates to a living person who can be identified from that data (a 'data subject') on its own, or when taken together with other information which is likely to come into our possession. It includes any expression of opinion about the person and an indication of the intentions of us or others, in respect of that person. It does not include anonymised data.

This policy applies to all personal data whether it is stored electronically, on paper, or in/on other materials.

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

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

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

How we define special categories of personal data

'Special categories of personal data' are types of personal data consisting of information about:

- your racial or ethnic origin,
- your political opinions,
- your religious or philosophical beliefs,
- your trade union membership,
- your genetic or biometric data,
- your health; and
- your sex life and sexual orientation.

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

We may also hold and use personal data relating to criminal allegations, offences, proceedings and convictions.

How we define processing

'Processing' means any operation which is performed on personal data such as:

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

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

How will we process your personal data?

We will process your personal data (including special categories of personal data) in line with our obligations under the 2018 Act.

We will use your personal data:

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

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

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

Examples of when we might process your personal data

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

For example:

- to decide whether to employ (or engage) you,
- to decide how much to pay you, and the other terms of your contract with us,
- to check you have the legal right to work for us,
- to carry out the contract between us including, where relevant, its termination,
- to train you and review your performance*,
- to decide whether to promote you,
- to decide whether and how to manage your performance, absence or conduct*,
- to carry out a disciplinary or grievance investigation or procedure in relation to you or someone else,
- to determine whether we need to make reasonable adjustments to your workplace or role because of your disability*,
- to monitor diversity and equal opportunities*,
- to monitor and protect the security (including network security) of the Company, you, our other staff, customers and others,
- to monitor and protect the health and safety of you, our other staff, customers and third parties*,

- to pay you and provide pension and other benefits in accordance with the contract between us*,
- to pay tax and National Insurance,
- to provide a reference upon request from another employer,
- to pay trade union subscriptions*,
- to monitor compliance by you, us and others with our policies and our contractual obligations*,
- to comply with employment law, immigration law, health and safety law, tax law and other laws which affect us*,
- to answer questions from insurers in respect of any insurance policies which relate to you*,
- to run our business and plan for the future,
- for the prevention and detection of fraud or other criminal offences,
- to defend the Company in respect of any investigation or litigation and to comply with any court or tribunal orders for disclosure; and
- for any other reason which we may notify you of from time to time.

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

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

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

Personal data relating to criminal convictions and offences can be processed only:

- when it is authorised by law providing for appropriate safeguards for the rights and freedoms of data subjects.

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

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

We do not take automated decisions about you using your personal data or use profiling in relation to you.

Recording devices and smart wearable devices

Smart wearable devices include any personal or work-issued equipment capable of recording, capturing, storing or transmitting audio, visual or other data. This includes, but is not limited to: smart glasses, smart watches, body-worn cameras and similar emerging technologies.

Smart wearable devices are capable of collecting personal data, including special category data, whether intentionally or inadvertently. This includes devices that record automatically, are voice-activated or create the appearance of recording.

The use or wearing of smart wearable devices during working time may create a perception of recording or surveillance, even where no recording takes place. You must be mindful of this and avoid conduct that could reasonably cause concern, discomfort or distress to others.

You must not make any audio or visual recordings, or capture images or data relating to colleagues, clients, customers or third parties in the course of their work.

The use of personal smart wearable devices for recording or data capture during working time is strictly prohibited

Any unauthorised recording, transmission or storage of personal data using smart wearable devices may constitute a data protection breach and will be treated as a serious matter, which may lead to disciplinary action and/or regulatory reporting.

Sharing your personal data

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

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

Payroll provider: AVN Arena

Pension provider: Options pensions

We do not send your personal data outside the European Economic Area. If this changes, we will tell you. We'll also explain the protections that are in place to protect the security of your data.

How should you process personal data for the Company?

Everyone who works for, or on behalf of, the Company has some responsibility for ensuring data is collected, stored and handled appropriately, in line with this and other relevant policies.

The Company's Data Protection Officer is responsible for reviewing this policy and updating the Board of Directors on the Company's data protection responsibilities and any risks in relation to the processing of data. You should direct any questions in relation to this policy or data protection to this person.

You should only access personal data covered by this policy if you need it for the work you do for, or on behalf of the Company and only if you are authorised to do so. You should only use the data for the specified lawful purpose for which it was obtained.

You should not share personal data informally.

You should keep personal data secure and not share it with unauthorised people.

You should regularly review and update personal data which you have to deal with for work. This includes telling us if your own contact details change.

You should not make unnecessary copies of personal data and should keep and dispose of any copies securely.

You should use strong passwords.

You should lock your computer screens when not at your desk.

Personal data should be encrypted before being transferred electronically to authorised external contacts.

Consider anonymising data or using separate keys/codes so that the data subject cannot be identified.

Do not save personal data to your own personal computers or other devices.

Personal data should never be transferred outside the European Economic Area except in compliance with the law and authorisation of the Data Protection Officer.

You should lock drawers and filing cabinets. Do not leave paper that contains personal data lying about.

You should not take personal data away from Company's premises without authorisation from your line manager or our Data Protection Officer.

Personal data should be shredded and disposed of securely when you have finished with it.

You should ask for help from our Data Protection Officer if you are unsure about data protection or if you notice any areas of data protection or security we can improve upon.

Any deliberate or negligent breach of this policy by you may result in disciplinary action being taken against you under our Disciplinary Policy.

It is a criminal offence to conceal or destroy personal data which is part of a subject access request. This conduct would also amount to gross misconduct under our Disciplinary Policy and you could be dismissed.

How to deal with data breaches

If this policy is followed, we should not have any data breaches. But if a breach of personal data occurs (whether in respect of you or someone else) then we must take notes and keep evidence of that breach. If the breach is likely to result in a risk to the rights and freedoms of individuals then we must also notify the Information Commissioner's Office within 72 hours, where feasible.

If you are aware of a data breach you must contact the Data Protection Officer immediately and keep any evidence you have in relation to the breach.

Subject access requests

Data subjects can make a 'subject access request' ('SAR') to find out what information we hold about them. This request must be made in writing. If you receive a SAR you should forward it immediately to the Data Protection Officer who will coordinate a response.

To make a SAR in relation to your own personal data, you should write to the Data Protection Officer. We must respond within one month unless the request is complex or numerous in which case the period in which we must respond can be extended by up to two months.

There is no fee for making a SAR. However, if your request is manifestly unfounded or excessive, we may charge a reasonable administrative fee or refuse to respond to your request. We normally work on the basis that any request which will take more than a day to deal with is likely to be manifestly excessive, and in those circumstances, we believe a reasonable charge is one working day's salary for you.

Your data subject rights

You have the right to information about what personal data we process, how and on what basis as set out in this policy.

You have the right to access your own personal data by way of a SAR.

You can correct any inaccuracies in your personal data by contacting the Data Protection Officer.

You have the right to request that we erase your personal data where we were not entitled under law to process it, or where it is no longer necessary to process the data for the purpose for which it was collected. You can request erasure by contacting the Data Protection Officer.

During the process of requesting that your personal data is corrected or erased, or while you are contesting the lawfulness of our processing, you can ask for the data to be used in a restricted way only. To do this, contact the Data Protection Officer.

You have the right to object to data processing where we are relying on a legitimate interest to do so and you think that your rights and interests outweigh our own and you wish us to stop.

You have the right to object if we process your personal data for the purposes of direct marketing.

You have the right to receive a copy of your personal data and, with some exceptions, to transfer your personal data to another data controller. We will not charge for this and will in most cases aim to do this within one month.

With some exceptions, you have the right not to be subjected to automated decision-making.

You have the right to be notified of a data security breach concerning your personal data where that breach is likely to result in a high risk of adversely affecting your rights and freedoms.

In most situations we will not rely on your consent as a lawful ground to process your data. If we do request your consent to the processing of your personal data for a specific purpose, you have the right not to consent or to withdraw your consent later. To withdraw your consent, you should contact the Data Protection Officer.

You have the right to complain to the Information Commissioner. You can do this by contacting the Information Commissioner's Office directly.

19 Disciplinary Policy

Introduction

We have clear standards of conduct which all of our employees must meet. These standards are set out in our policies and procedures and your contract of employment, and they are communicated on a day-to-day basis through management instructions. They are also often a matter of common sense.

This Policy sets out the procedure which we will follow if you breach the conduct standards expected of you. We will normally follow this process in disciplinary situations, but we are not obliged to do so (particularly if you are in your probationary period).

This Policy applies to all employees in the business.

This policy does not form part of your contract of employment. We reserve the right to amend or remove this Policy.

Minor conduct issues and informal action

Minor conduct issues will often be addressed through informal discussion with your manager. In such cases, the procedure set out in this Policy will not be followed. We may make a note of the discussion and issue a letter of concern, which will be placed on your personnel file for future reference, but we will not issue a formal warning.

If your conduct does not improve (and in any case, where we believe it appropriate to do so), we will follow the formal process set out below.

Suspension

If there is an allegation of misconduct, then the first thing we will consider is whether there is a need to suspend you from work whilst we follow the disciplinary process. We will generally only do this where the allegation is one of gross misconduct and/or if we have concerns regarding preserving evidence.

Suspension is a neutral act. It is not an indication of our position on any allegation you may face.

If we suspend you:

- You must stay away from work; not visit our premises; and not make contact with staff, clients, suppliers or contractors (unless we authorise this in writing).
- You may contact somebody specifically to ask them to be a witness, or to accompany you at a meeting under this Policy, without asking us first.
- If pre-approved holidays fall during a period of suspension, they will still count as holiday leave and will be deducted from your holiday entitlement as normal.

You will continue to be paid as normal during any period of suspension unless your contract of employment says otherwise.

We will only suspend you for as long as reasonably necessary to allow us to complete our investigation and any formal process which follows it.

We will keep any suspension under review and may lift your suspension at any time if we decide that it is no longer necessary. Likewise, we may decide to suspend you at any point during the disciplinary process even if at the start of the process we did not choose to do so.

Investigation

It is important that all disciplinary allegations are investigated fully before any action is taken.

The investigation manager will gather evidence in relation to the allegation. How much investigation is required will depend on the nature of the allegation. The investigating manager may need to interview other witnesses, gather documents and view recordings. They will usually (but not always) hold a meeting with you to discuss the allegation. You do not generally have the right to be accompanied at an investigation meeting. You should cooperate fully with any investigation.

Investigation meetings are solely for the purpose of fact-finding, and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.

At the conclusion of the investigation, the investigating manager will usually collate the evidence and pass it to the disciplinary manager, who will generally be someone who has not been involved in the process up to this point. There may, however, be occasions where the investigation is carried out by the same person who will conduct the disciplinary hearing.

The ACAS Code recommends having two different people carry out the investigation and disciplinary roles, but in smaller businesses, or cases where the nature of the allegations means that the investigation required is limited, it will be reasonable for the same person to carry out both roles.

Right to be accompanied

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

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

Your colleague or union representative can, if you prefer, explain the key points of your case to the meeting and can respond on your behalf. You can also confer with them during the meeting. However, they must not answer questions put directly to you or try to prevent us asking questions or outlining our arguments.

Disciplinary meetings

If a decision is taken that an allegation should be taken forward to a disciplinary hearing, then we will write to you to:

- Set out the disciplinary allegation which has been made against you.
- Provide all the evidence we will look at when considering the allegation.
- Confirm the date, time and venue for a formal disciplinary hearing.
- Set out the possible outcomes of the meeting (including whether dismissal might result).
- Set out details of your right to be accompanied.

You should let us know as soon as possible if there is a reason why you cannot attend the meeting at the arranged time. We will usually reschedule the meeting once, provided we are satisfied with your reason for not attending. We will not reschedule the meeting a second time unless there is a very good reason to justify this. Note that we may not reschedule at all if we decide it is likely to lead to unreasonable delay, and we may instead have to make our decision on the disciplinary issue without you being present.

You should review the evidence provided and contact us as soon as possible if there are any other documents, or further evidence, which you would like us to consider. Please provide copies of anything you want us to look at.

We will usually arrange for a note-taker to attend formal disciplinary hearings, or we may choose to record the meeting, but we will not do so without telling you. You are welcome to record the meeting if you wish, but please tell us beforehand, as we think it is discourteous to the managers involved for you to make a covert recording. You will also get a better quality recording if you do so openly rather than covertly.

At the meeting, we will go through all of the evidence with you and make sure that you understand the allegation you are facing. We may call witnesses as part of this process, but we are not obliged to do so.

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

We will not usually make a decision on the day of the meeting. We will usually send you our decision in writing. We will try to do this within two weeks of the disciplinary meeting.

Appeal

You have the right to appeal against any disciplinary action taken against you under this Policy. You should set your grounds of appeal out in writing to the person or department detailed in the outcome letter you receive. You must submit your appeal within [seven] days of receiving your outcome letter, setting out the grounds of your appeal and any additional evidence you wish to be taken into account.

Once we have received your letter of appeal, we will arrange an appeal hearing. A manager will be appointed to hear your appeal. They will not usually have had any involvement in the process or the allegation up to this point.

You will receive a letter inviting you to the appeal hearing, at which you have the right to be accompanied. It may be necessary to conduct further investigation depending on your grounds of appeal.

The appeal could involve a review of the original decision, taking account of the specific grounds of appeal you have raised. Alternatively, it could involve a full re-hearing of the matter. We will decide which approach is most appropriate for your case.

You should be aware that our appeal manager is not limited in their options when considering your appeal. They can, if they believe it appropriate, decrease a sanction, approve the original outcome, remove a sanction.

Following your appeal hearing, we will send details of the outcome to you in writing. We will usually aim to do this within two weeks of your appeal hearing. The decision you receive on appeal is our final decision. There is no further right of appeal.

Disciplinary action and dismissal

There are three stages in our procedure for dealing with cases of misconduct. We may start at any stage of this procedure, and we may skip stages if we think it appropriate.

First stage – We will give you a first written warning. Unless you already have active written warnings relating to disciplinary matters on your work record, a first written warning will usually remain in place for 12 months from the date you are notified of the decision. It will then be removed from your record.

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

Third stage – If there is an active final written warning on your record and you are involved in further misconduct, you may be dismissed. You may also be dismissed for a serious case of misconduct, or if you are involved in gross misconduct. We explain what we mean by 'misconduct' and 'gross misconduct' below.

What is misconduct?

Misconduct is a general term referring to behaviour that falls below the standards we expect. You will not usually be dismissed for a first allegation of misconduct, unless it amounts to gross misconduct.

The following list gives examples of what we would normally regard as misconduct:

- Minor breaches of company policy
- Minor breaches of your employment contract
- Unauthorised use of, or minor damage to, company property
- Poor attendance and timekeeping
- Refusing to follow instructions, where doing so is not serious enough to be gross misconduct
- Making an excessive number of personal calls using company phones
- Sending and receiving an excessive number of personal emails
- Using the internet or email for personal purposes, other than on an occasional basis
- Using obscene language or otherwise behaving offensively
- Being careless when carrying out your duties
- Wasting time during your contracted working hours
- Smoking in areas where smoking is not allowed

What is gross misconduct?

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

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

- Safeguarding issues

- Serious breaches of company policy
- Bullying or physical violence
- Fraud, theft or any act of dishonesty
- Continued absence without leave
- Altering records, such as sales records, to put yourself in a better light even if there is no immediate financial benefit to you
- Malicious misuse of any of our procedures, for example, if you make up allegations when taking out a grievance against someone
- Serious negligence or carelessness, particularly if it leads to us losing trust and confidence in you
- Serious health and safety breaches
- Serious breaches of data protection legislation or our Data Protection Policy
- Serious and/or intentional damage to company property
- Unlawful harassment or discrimination
- Viewing, receiving or sending anything that breaches our Harassment and Bullying Policy or our Equality, Diversity and Inclusion Policy
- Knowingly accessing websites containing offensive, obscene or pornographic material
- Misuse of internal email, external email or other internet and computer-based facilities, including the storage and/or transmission of obscene, illicit or undesirable material
- Serious insubordination or refusal to obey management instructions
- Serious breaches of confidence
- Covertly recording your colleagues or any management (or other) meeting where the participants do not know you are recording
- Being under the influence of, or possessing, illegal drugs
- Being under the influence of alcohol unless this is with your manager's express knowledge and permission – for example, where you are involved in entertaining on the company's behalf
- Conduct that violates common decency, or engaging in behaviour that might bring the Nursery into disrepute
- Safeguarding issues

Sickness absence during the disciplinary process

Should you be absent due to sickness once you have been notified of a disciplinary investigation meeting or disciplinary hearing, you will be paid under the sick pay rules set out in our Absence Management Policy (which may not involve being paid full pay). Your rights to Statutory Sick Pay are unaffected.

If you say you are unable to attend a disciplinary hearing due to sickness, we will offer you a new date for the hearing. However, if you are unable to attend a hearing within what we consider to be a reasonable period of time, then we will look at alternative ways of conducting the hearing. This may involve conducting the hearing by phone or virtually, inviting you to send written submissions or asking a colleague to attend on your behalf.

Criminal offences

If the police are involved in any issues which we are also investigating, we will not usually delay our internal processes whilst we await the outcome of any decision to charge or criminal prosecution.

Conduct outside of work which is alleged to be criminal may be considered a disciplinary matter by us if we reasonably believe that it is relevant to your job or could impact on our business, our reputation, your reputation or on your work colleagues.

20 Redundancy Policy

Introduction

Every business hopes that it will never need to make redundancies. Despite this, sometimes companies need to do so. Redundancies can arise where there is a proposed change in working practices, a reduction in the volume of work or the closure of a workplace.

This Policy:

- Explains how redundancies might arise in our business.
- Sets out the general principles underpinning our approach to redundancy situations (including an overview of our redundancy process).
- Provides a brief introduction to the concept of collective consultation, which will apply if the business proposes to make 20 or more redundancies in a 90-day period.
- Provides information regarding your entitlement to redundancy pay and other support in the event that you are selected for redundancy.

This Policy applies to all employees of the business. It does not apply to workers, agency staff, self-employed contractors or volunteers.

Redundancy rights only apply to employees, so it is sensible to limit the application of the policy to employees only. A wider application could lead to practical difficulties.

When might a redundancy situation arise?

Redundancy situations can arise within a business for several different reasons:

- Where the need for employees to carry out their work has reduced or ceased.
- Where it is proposed that a workplace will close down.
- Where it is proposed that the business will shut down entirely.
- Where it is proposed to move the workplace to a different location where such a move would not fall within your contractual terms or form a reasonable management request in relation to your place of work.

Our redundancy principles

If a redundancy situation arises within the business, we will be guided by the following general principles:

- We will explore alternatives to compulsory redundancies.
- We will communicate clearly with all impacted employees.
- We will try to avoid delays in the process.
- We will treat all employees fairly.
- If a formal selection process is required, we will work with all impacted employees to put in place clear and reasonable selection criteria, which will be applied fairly.
- We will provide appropriate wellbeing support throughout the process, in line with the principles set out in our Wellbeing Policy.

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

If we invite applications for voluntary redundancy, we may not always accept a volunteer. We may have business reasons for not agreeing to a particular person for voluntary redundancy.

We will look at whether the roles at risk of redundancy are ‘stand-alone’ roles or whether the redundancy situation impacts part of a wider group. If there is a reduced requirement amongst a wider group, then all those potentially affected will be placed in a ‘pool’ from which selection will be carried out. We will decide the most appropriate pool in each case. Selection from a pool is generally done using selection criteria.

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

We recognise and understand our obligations towards those placed at risk of redundancy who are pregnant, absent on family leave or have recently returned from family leave. For more information on the special rules which apply in these situations please see our Family Friendly Policy.

Avoiding compulsory redundancies

In line with our principle of avoiding compulsory redundancies where possible, we will:

- Consider asking for volunteers for redundancy.
- Consider operating a recruitment freeze to allow existing staff to be kept on.
- Consider the possibility of job-sharing and/or flexible working arrangements.
- Consider reducing the use of agency workers and other casual labour.
- Consider financial measures, such as salary freezes.
- Communicate details of any and all suitable vacancies existing within the business to those selected to allow for redeployment to other roles, where possible.

Our redundancy process

Each redundancy situation is different, and there is no 'one-size-fits-all' process. However, we will generally be guided by the following:

- Announcement – We will announce the potential redundancy situation to all potentially affected employees. Depending on the number of affected individuals, this may take the form of a group announcement or individual/smaller meetings. Any announcement will set out the reason for the potential redundancy situation and the next steps in the process. These next steps might, for example, be an invitation for volunteers for redundancy, a review of selection criteria or arrangements for consultation meetings.
- Consultation meetings – We will carry out a series of consultation meetings with affected employees, during which the reason behind the redundancy situation will be discussed. You will be asked for your views and representations. If you have been selected following the application of selection criteria, then we will discuss any challenges you may want to raise about your scoring. We will also take the time to discuss other opportunities which may exist for suitable alternative employment within the business.
- Time off to look for other work – We understand that this will be an uncertain time for you and that you may want to explore alternative work options. We will support affected employees by allowing you reasonable paid time off during the working day to attend interviews and/or take other preparatory steps to find alternative work. Any requests for time off require approval and should be raised with your manager.
- Alternative employment and trial periods – If we offer you suitable alternative employment, you are entitled to a four-week trial period. During that trial period, you can decline the alternative role if it turns out to be unsuitable, and you will not usually lose your redundancy payment. If we decide the alternative role is not suitable for you during the trial period, you will also still get your redundancy payment. You may lose your entitlement to your redundancy payment if you unreasonably refuse to accept suitable alternative work we offer you.
- Your right of appeal – If, following the end of the consultation process, a decision is taken to end your employment by reason of redundancy, then you will be offered the right of appeal against this decision. Any appeal will usually be considered by someone who has not been involved in the initial process.

Collective redundancy: where more than 20 employees are impacted

If it is proposed that 20 or more employees are to be made redundant at one place within a 90-day period, then we are generally under a legal obligation to undertake collective consultation.

We will generally consult for a minimum period of 30 days if it is proposed that between 20 and 99 employees will be made redundant within a 90-day period.

We will generally consult for a minimum period of 45 days if it is proposed that 100 or more employees will be made redundant within a 90-day period.

Consultation will initially take place with a recognised trade union or elected employee representatives where the process is a collective one. We will set out the process for selection and election of employee

representatives at the time. We will make sure that any elections are fair and transparent.We will consult with the union or elected representatives about:

- The reason for the proposed redundancies.
- The proposed method of carrying out any redundancies.
- The time period over which the redundancies may be carried out.
- The proposed method of calculating redundancy payments.

We will engage in individual consultation processes with each affected employee, as well as the collective consultation process with representatives.

Redundancy payments

If you are selected for redundancy, then you will be entitled to the following payments:

Notice pay – We may ask you to work your notice or we may pay you in lieu of your notice period.

Accrued but untaken holiday pay – If, at the point of dismissal, you have accrued more holiday than you have taken, then you will be paid in lieu of any such excess amount. Further detail can be found in the Holiday Policy. We may ask you to take your holiday during your notice period.

Statutory redundancy pay – If you have been employed by us continuously for at least two years, then you will be entitled to receive a statutory redundancy payment. Statutory redundancy pay is calculated based on the concept of a 'week's pay'. The figure for a 'week's pay' will be your normal weekly pay subject to a cap, which is set by the Government each year. Statutory redundancy payments are tax free. Your entitlement is worked out as follows:

- 1.5 week's pay for each full year you were employed by us and aged 41 years or older.
- One week's pay for each full year you were employed by us and aged 22 or older but aged under 41.
- 0.5 week's pay for each full year you were aged under 22.

If you are offered suitable alternative employment with us and you refuse it, then this may impact your entitlement to a statutory redundancy payment. Should this situation arise, we will discuss it with you.

We will let you know our calculation of your statutory redundancy entitlement when making any final decision in relation to your employment.

21 Right to Work Policy

Introduction

We have legal duties as an employer to make sure that all those working for us have permission to work in the UK. We are at risk of substantial civil penalties if we do not check that those who work for us have the right to work in the UK. We take our responsibilities to prevent illegal working seriously.

We will carry out right to work checks on all prospective employees and workers, regardless of nationality. We will also carry out right to work checks on those who carry-out work for us but who are not employed by us (including self-employed persons) where we are a sponsor licence holder and are sponsoring the worker.

This Policy:

- Explains the current right to work system in the UK.
- Sets out the checks we will undertake in relation to the right to work.
- Sets out your obligations to keep us informed of your immigration status.

This Policy applies to all employees, prospective employees, workers, and prospective workers in the business. Please note that it does not form part of any contract. We reserve the right to amend or remove this policy.

The law on the right to work is complex and changes frequently. This policy does not set out every possible route for working within the UK, nor is it a comprehensive statement of what the law says. It is a basic guide for you and for our managers. We cannot give you advice on the technicalities of the law on right to work.

Right to work checks

We will follow a three-step process in all right to work checks which we carry out:

Obtain: We will either request original documents, as required by Home Office guidance to establish your right to work or request such information we need to check your right to work online. Please note that where you are a biometric card holder, we will only be able to check your right to work using the Home Office online service. Physical biometric residence cards cannot be accepted.

Check: We will make sure that these checks show that you have the right to work in the UK. We will check that the documents are genuine, relate to you and allow you to undertake the role for which you are applying.

Copy: We will copy and date any documents which have been checked manually. We will save the 'profile page' from any online checks. We will record the date for any follow-up check.

Documents we will use to establish your right to work in the UK

The Home Office has published a list of acceptable documents which can be used when checking an employee's right to work in the UK (the Home Office List). This list is used for manual checks and those using an Identity Service Provider.

The list is split into two sections: List A and List B. Documents in List A show a permanent right to work in the UK. Documents in List B show a temporary right to work in the UK. If a document from List B is used to show your right to work, then we will need to re-check your right to work before your temporary entitlement expires.

The different types of right to work check

There are three different ways in which we may conduct right to work checks. We have set out below the different approaches and when they might be used.

Using the IDVT system

For British and Republic of Ireland Nationals, we may conduct remote checking using Identification Document Validation Technology (IDVT). We will use the services of an Identity Service Provider (IDSP) to verify electronic or copy documentation from the relevant Home Office List. This is an alternative to the manual checking system. You agree to provide us and our nominated IDSP with all reasonable assistance to allow these online checks to take place. In addition to the remote checking carried out by our IDSP, we will also arrange for a face-to-face meeting to take place to check that you are the same person indicated on the documentation. We will keep a record of the IDVT check alongside a record of our face-to-face meeting.

Manual checks

We may choose to conduct a manual check as an alternative to using the IDVT system for British and Republic of Ireland Nationals, and also where non-British and Republic of Ireland Nationals hold immigration documents which are not also available digitally. In conducting manual checks we will ask to see a document from either List A or List B of the Home Office List. We will need to see the actual document and not a copy. We will arrange a face-to-face meeting in order to do this in order to check that you are the same person shown on your documentation.

Digital Checks for Non-British or Republic of Ireland Workers (where available)

The number of right to work checks carried out digitally is increasing. It is now the way we must carry out right to work checks for all those with digital status or a biometric residence permit (even if they also hold some form of physical documentation). It covers, but is not limited to, the following:

- Those with a Biometric Residence Permit/Card.
- Those with EU Settled Status.
- Those with a Certificate of Application for EU Settled Status before 30 June 2021.
- Those with a British National Overseas Visa.
- Those with a Frontier Worker Permit.
- Visa holders with an outstanding, intime application for permission to stay in the UK.
- Anyone with status issued digitally under the points-based immigration system.

For us to conduct a digital check, you need to log on to the Home Office website and generate a 'share code' so that we can view your immigration information. The share code for Right to Work checks begin with the letter 'W'. Share codes starting with 'S' or 'R' are not acceptable for eligibility to work checks. You must provide us with this 'share code', together with your date of birth, on request. We will use this information to log on to the employer section of the Home Office website and view your immigration information. In order to check that the person we are looking to employ is the same person whose details we are able to see online, we will arrange a face-to-face meeting with you. We will retain a copy of the report, together with details of the meeting which has been held with you.

An introduction to the points-based immigration system

EEA Nationals who arrived in the UK after 31 December 2020 and other workers from outside the UK and Republic of Ireland have to meet specific criteria to stay in the UK.

The UK operates a points-based immigration system which now applies to almost all people coming to the UK for work from all countries other than the UK and Republic of Ireland. Under this system, a certificate of sponsorship can be awarded by prospective employers to those who gain enough points, and this can be used to obtain a working visa.

In order to employ a foreign national under the points-based immigration system and issue a certificate of sponsorship, we are required to hold a sponsor licence. We do not currently hold a sponsor licence,

Where your right to work cannot be established or is unclear

If we are unable to confirm your immigration status via a review of physical documents or an online check, then we will usually contact the Home Office using the Employer Checking Service to check it. Situations in which we may need to take this step include:

- Where you have an outstanding appeal, review or application with the Home Office.
- Where you arrived in the UK before 1989 and do not have documents to prove your immigration status or right to work.
- Where you have a digital or non-digital Certificate of Application that says we need to ask the Home Office to check your right to work.
- Where you have an Application Registration Card.

The Employer Checking Service will send us a 'Positive Verification Notice' to confirm that you have the right to work. We will keep this document. A Positive Verification Notice is valid for a limited time (usually six months), and we will contact the Employer Checking Service towards the end of the validity period to obtain confirmation that you have a continuing right to work.

Where the right to work is temporary

If the outcome of our right to work checks shows that your right to work in the UK is temporary, then we will re-check your right to work before the end date shown on your right to work documentation. You must agree to comply with all reasonable requests in this regard.

Where an employee no longer has the right to work in the UK

If you become aware that you no longer have the right to work in the UK for any reason, then you should tell us immediately. We have a legal obligation not to employ workers who lack the right to work. A change in your right to work status may lead to the immediate termination of your employment with us. It would be illegal for your employment with us to continue.

Retention of right to work documents

We will store any and all documents provided as part of our right to work processes securely for the duration of your employment. In line with Home Office guidance, we will retain these documents for two years following the end of your employment with us.

For more information regarding our policy in relation to your personal data, please see our Data Protection Policy.

22 Computers, Email, and Internet Policy

Introduction

IT and communications systems are of key importance to our business. These systems must be used appropriately. There is a significant risk of damage to our business and its reputation if you misuse them.

In this Policy, we set out the standards we require you to follow when using these systems and equipment. We also explain when we will monitor your usage, and for what purpose, and set out the sanctions for breaches of this Policy.

Please note that this Policy does not form part of your contract with us. We reserve the right to amend or remove this Policy.

This Policy applies to all employees and workers in our business and anyone who has access to our IT and communications systems. This may include contractors, agency workers, casual workers, interns and volunteers.

Computers

You are responsible for the security of any IT equipment issued by us to you. You must not let any of your IT equipment be used by anyone else, whether at work or at home.

When working, either in the office or remotely, you are responsible for the security of your computer terminal. The screen should always be locked if the computer is left unattended.

You must shut down your computer at the end of each working day. We often schedule updates overnight and it is important that your computer is shut down for these updates to take effect.

You must not remove or tamper with any software systems installed on our computers. If you have an issue in relation to any software installed on your work computer, then you should contact The Silver Cloud Business for advice.

You should use unique passwords for each electronic device we issue to you. They should ideally include a random string of capital and lowercase letters, symbols and numbers. You should keep all passwords confidential and should not share them with anyone else (save as outlined below). You should change your passwords regularly.

You must provide us with details of all passwords on request and, in any event, on termination of employment.

You must report any loss of IT equipment to your manager immediately.

If you are issued with portable IT equipment by us, then you must make sure that it is stored safely and securely when being transported. If you are using our IT equipment whilst in a public place, then others may be able to view your screen. Please make sure that you do not display any confidential information when using IT equipment in public.

If you are issued with any IT equipment (such as computers, monitors, keyboards or printers) for use when working remotely, then you must agree to return it to us on demand and, in any event, on termination of your employment. You are responsible for maintaining any IT equipment issued for remote use in a good condition. You are responsible for damage to any issued IT equipment, other than that caused by reasonable wear and tear.

Systems and data security

You must not download or install any software from external sources without the prior approval of your manager.

You must not attach any devices (including USB sticks) to your work computer without the prior approval of

We have a virus detection system installed on all our computers. You must not tamper with it or disable it. You can assist us in cyber security by making sure that you review all emails you receive from unknown sources. If you suspect that an email is not genuine, then you should contact The Silver Cloud Business as soon as possible. Do not open the email or any attachments to it.

Email

The following rules should be followed when using email:

- Always consider the relevant recipients when sending an email – do not copy messages unnecessarily widely.
- You should not forward chain emails or send jokes.
- You should not forward emails from your work account to your private email address.
- Do not send emails which are or might be considered abusive, obscene, discriminatory, harassing or otherwise inappropriate in nature. If you receive such an email, then you should inform your line manager immediately. We have a zero-tolerance policy in relation to bullying and harassment in the workplace. Please see our Bullying & Harassment Policy for more details.
- Email correspondence is disclosable in legal proceedings. All messages should be treated as being potentially disclosable in a court of law.
- It is possible to enter into a legally binding contract via email. If your job role involves the negotiation of terms which could form a contract, then you should ensure that all correspondence is headed "Subject to contract".
- You must not use your personal email address for work purposes.

Internet

We provide internet access in our workplace primarily for work.

When using the internet, do not access any web page or download any image, document or other file from the internet which could be regarded as illegal, offensive or immoral. As a general rule, if any person might be offended by the contents of a page or if the fact that our software has accessed a page might be a source of embarrassment or reputational damage, then viewing it will be regarded as a breach of this Policy.

You must not use our systems to post on chat rooms or social media sites unless you are doing so as part of your job. For more guidance in this area, please refer to our Social Media Policy.

Monitoring

Your use of our IT and communications systems including computer, internet, email and telephone may be monitored by us. Any such monitoring will only be carried out to the extent permitted by law and in accordance with our Data Protection Policy.

We may monitor and check emails and internet usage for reasons including the following:

- To assess compliance with our rules and policies.
- To investigate alleged wrongdoing by you or others.
- To monitor performance, particularly if you are undergoing a performance management process and have been told that we will be monitoring your email and internet usage.
- To retrieve lost messages.
- To access messages and information if you are unable to do so directly (for example due to illness or other absence).
- To comply with our legal obligations.

Use of personal devices for work purposes

Our rule is that personal devices are not allowed to be used for business purposes. This includes smart wearable technology.

If you use your own device for work purposes, this will be a breach of this rule. It may also result in disciplinary action up to and including dismissal or, in the case of a contractor or agency worker, the termination of your engagement.

Breaches of this Policy

Any breaches of this Policy will be handled under our Disciplinary Policy. In the case of agency workers, contractors, casual workers and interns, we reserve the right to terminate your engagement in the event of a breach or an alleged breach of this Policy.

Certain behaviours in breach of this Policy may give rise to a criminal offence or other public concern. We may pass any evidence collated to the police or other relevant authority.

If you become aware of conduct of others which may be in breach of this Policy, you should report your concern immediately to your line manager. Our Whistleblowing Policy provides further guidance.

If you receive a suspicious email, please forward it directly to our dedicated address for dealing with such issues: support@thesilvercloudbusiness.com.

23 Religious & National Holiday Celebrations Policy

Introduction

We embrace the diversity of our workforce. We aim for inclusivity and want to create a workplace where events and occasions which are important to our employees are understood.

This Policy:

- Explains the concepts of 'religious holiday' and 'national holiday'.
- Sets out the legal position in relation to time off to celebrate each of them.
- Sets out our approach to dealing with requests for time off to celebrate religious and national holidays.
- Explains what you can do if you are unhappy with a decision which has been taken in relation to time off for a national or religious holiday.

Please note that this policy does not form part of your contract with us. We reserve the right to amend or remove this Policy.

This policy applies to all employees and workers in the business.

What are national holidays?

In the UK, national holidays are reflected in the 'bank holidays' which we observe each year. Most countries have certain designated national holidays. These holidays usually celebrate something notable in the creation of that country, such as its independence or the signing of its constitution. Some countries may have more than one national day. Examples include Thanksgiving in the United States (the fourth Thursday in November) and Bastille Day in France (14 July).

What are religious holidays?

In the UK, several national holidays coincide with the Easter and Christmas period – a reflection of the UK's historical national ties to Christianity. Different religions have their own religious observances and traditional holidays.

What is our approach to religious and national holidays?

There is no legal right to time off for religious or national holidays/celebrations.

However, we treat holiday requests made to observe a religious or national holiday sensitively, and we will act reasonably when dealing with your request.

If multiple requests are made by employees to take time off to observe a religious or national holiday, and we are not able to accommodate everyone's requests, then we will deal with requests on a 'first come, first served' basis.

We will consider requests for unpaid leave to observe religious and national holidays. Any request should, in the first instance, be discussed with your manager.

Support available for other religious observances

Religious observance takes many forms. If you need support or flexibility at work in connection with a religious observance, then please discuss this matter with your manager in the first instance. Examples include providing a place for prayer, additional breaks, and a temporary change to working hours to accommodate a religious observance.

What to do if you are unhappy with a decision taken

If you are unhappy with any decision reached in relation to the authorisation of holiday or any other aspect of religious observance, then you should raise this matter, in the first instance, with your manager or refer to our Grievance Policy.

Our commitment to raising awareness of the different religious and national holidays in the workplace

We will ensure that those who have responsibility for authorising holidays are sensitive and supportive where requests relate to the observance of religious and national holidays.