



**A1R Services Ltd**

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**HANDBOOK OF COMPANY PROCEDURES**

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## **INTRODUCTION**

### **1. APPLICATION**

- 1.1 The purpose of this Handbook is to inform and help you and it is expected that you will familiarise yourself with its contents.
- 1.2 It should be read in conjunction with the Statement of Main Terms and conditions of Employment issued to you as it is part of your 'Terms of Employment'
- 1.3 If you are new, may I take this opportunity of welcoming you to the Company and hope that your period of employment with us will be an on going and pleasant one.

## **ATTENDANCE**

### **2. WORKING HOURS**

- 2.1 The present working hours are as detailed in your Statement of Main Terms and conditions of Employment. The Company reserves the right to re-arrange working hours in order to meet special conditions, subject to normal discussions and agreement with you.

### **3. OVERTIME**

- 3.1 Overtime is as defined in your Statement of Main Terms and Conditions of Employment.

### **4. TIME RECORDING**

- 4.1 You are required to complete a daily time sheet showing the time spent on each job, you should complete this daily and it should be available to your Manager in the event of your sickness or unexpected absence. Once authorised by your Supervisor in forms the basis of calculation wages.
- 4.2 It is an offence to falsify your working time and such action may render you liable to dismissal without notice. It is also an offence if your actual time worked does not agree with your recorded hours.

### **5. RE-WORK**

- 5.1 Where an Engineer is recalled to a job to carry out work that can readily be identified as carelessness on the part of the engineer during a previous visit, then the Engineer will not be paid for the time spent on rectification work.

### **6. OUTSIDE DUTY**

- 6.1 Authorised travelling and other expenses incurred on outside duties will be initially approved by the Company and reimbursed on submission of the appropriate receipts.

### **7. LEAVE OF ABSENCE (Subject to your statutory rights to Time off)**

- 7.1 If you wish to leave work during working hours, you must obtain permission from your immediate Manager. If you are required to record your working time you must clock off at the time of leaving work and, if appropriate, clock on at the time of returning to work.

- 7.2 When personal circumstances prevent you from attending work, you must notify your Manager at the earliest possible opportunity to discuss the reasons for the absence. Your Manager may exercise discretion in authorising a specific period of absence with or without pay, or agree to annual holiday being taken at short notice to cover the absence required. Where the circumstances are of a private and confidential nature, such confidentiality will be respected.
- 7.3 Any appointments should be made outside working hours if possible, however, if you must attend during work time please ensure the appointment is made at the end of the day to ensure minimum disruption to your work.
- 7.4 The Company may grant, at its sole discretion, up to 3 days paid compassionate leave in the event of the death of an immediate family member. As a guideline this would mean up to one day to attend the funeral and up to two further days in the event of special situations, which will be considered on their merits.

## **8. TIME OFF FOR DEPENDANT EMERGENCIES**

We recognise the right of all employees to reasonable amounts of unpaid leave to deal with incidents involving a dependant. This is defined as any person who reasonably relies on you to make provision of care. The type of situations when this leave may be taken would be when a dependant:

- Is ill, injured gives birth or is assaulted;
- When care arrangements unexpectedly break down;
- When a dependant dies; or
- To deal with an unexpected incident involving a child at school.

Employees wishing to take leave to deal with any of the above must telephone their line manager personally prior to the start of their working day giving the reason for the absence and the expected duration of the absence.

## **9. ABSENCE AND SICKNESS**

### **SICK PAY SCHEME**

- 9.1 In addition to the Statutory Sick Pay Scheme, for which the qualifying days will be Monday to Friday, the Company operates a discretionary Sick Pay Scheme for employees, details of which are as follows:
- 9.2 Sick pay for all periods of absence due to sickness or injury up to a maximum of 20 days in period 1<sup>st</sup> Jan to 31<sup>st</sup> Dec will be paid at the basic rate of pay; such payment shall be inclusive of any entitlement the individual may have to Statutory Sick Pay.
- 9.3 Any company sick Pay is payable at the Company's discretion.
- 9.4 Any payments in addition to the amount shall also be solely at the discretion of the Directors and shall not create a precedent for any future claims.

### **REPAYMENT**

- 9.5 It is a requirement of all employees who are absent due to injury/accident to notify the Company of any claim made to a third party. If you receive damages or compensation

from a third party in respect of injury then you must consider any sickness or injury payment made to you by the company as a loan, to be recovered by the Company from any damages or compensation you receive. This will not affect payments of SSP. This repayment will be made either as a lump sum or by deduction from wages by agreement.

### **SICKNESS CERTIFICATION**

- 9.6 You must ensure the Company is notified of the reason for your absence as soon as possible on the first day of that absence and keep in daily contact of the duration if your absence is uncertain. If the period of absence is for 7 continuous days or less due to sickness or injury, you must report to your Manager immediately on return to work and complete a Self – Certification form.
- 9.7 Failure to notify the Company on the first day of absence and to satisfactorily complete a Self – Certification form could result in payment from the Company’s Sick Pay Scheme, if relevant, and the Statutory Sick Pay Scheme, being withheld.
- 9.8 In the event of that absence exceeding 7 continuous days due to sickness or injury, you must submit a Medical Certificate as soon as possible. Thereafter, further Certificates must be submitted covering all absence until you resume work, at which time you will be allowed to recommence employment on the submission of final Certificate.
- 9.9 Should you fail to complete the Company’s Self Certification form, or provide false information, or fail to supply Medical Certificates for any absence exceeding 7 continuous days, then you could have disciplinary action taken against you.
- 9.10 Failure to notify the Company of absence and the reason for that absence in accordance with the above rules will be regarded as unauthorised absence. Unauthorised absence may be considered to be misconduct and result in disciplinary action.
- 9.11 If you are covered by a medical certificate you must not attend work unless you are expressly authorised by your Manager to do so.

### **GENERAL**

- 9.12 The Company reserves the right to arrange for a Medical Examination by an independent Medical Examiner at its cost, in order to ensure that you are fit to continue or undertake your job (subject to the provisions of the Access to Medical Reports Act 1988).
- 9.13 The company recommends that employees should investigate the cost of personal insurance to protect against loss of income following sickness/accident. Details should be available from your insurance agent or financial advisor.

## **10. BAD WEATHER POLICY**

- 10.1 In the event of extreme adverse weather conditions, e.g. heavy snow, flooding, etc you are expected to make every attempt to arrive at work at your normal starting time.
- 10.2 If you decide that the weather conditions will prevent you from travelling to work you must opt for one of the following:

- 10.2.1 Take a day (s) as holiday, or
- 10.2.2 Take the day (s) as authorised unpaid leave of absence
  
- 10.3 If this case, you must telephone your Manager at least 30 minutes before the normal starting time and inform him/her of the option you wish to take. If your Manager is not available, you must ensure that another member of staff is notified of your absence.
  
- 10.4 In the event you decide to travel to work and then subsequently find that the weather conditions prevent you from completing your journey, you must telephone your Manager within two hours of your normal starting time and inform him/her of the exact circumstances.
  
- 10.5 In this case, the Company at its discretion, in light of the circumstances, will decide weather or not you will quality for full pay.
  
- 10.6 In any event, your absence or lateness from/to work due to extreme adverse weather conditions will not be subject to Company’s disciplinary procedure provided you notify a Manager in accordance with the above policy.

## **11 COFFEE/TEA BREAKS**

- 11.1 Arrangements for taking refreshments vary according to location and the nature of the work being undertaken.
  
- 11.2 Where there are not formal breaks, refreshments are taken when it is convenient from work point of view, minimising disruption to the business and customers.
  
- 11.3 If working locally, a coffee/tea break is provided each morning and/or afternoon then these are at the discretion of the company.
  
- 11.4 In such case, abuse of this discretionary benefit is regarded as a disciplinary matter and the company reserves the right to withdraw it if necessary. Any time allocated for breaks that are taken cannot be accrued to be taken at a later date or paid in lieu.

## **12 LAY-OFFS**

- 12.1 The company reserves the right to lay off any employee without pay where no work is available for whatever reason.
  
- 12.2 Should you be entitled to Guarantee Pay, the Company will make such payments.
  
- 12.3 During any period of lay off you must keep in daily contact with the Company and must be available for work if required.
  
- 12.4 Please note that “lay-off” is term used to cover a period of difficulty for the Company i.e. regarding loss of major contract, workplace flooded etc, and will not be used to cover poor production planning. If the need for “lay-off” ever occurs you will be notified orally and in writing of the period of “lay-off” and the reasons for it.
  
- 12.5 The benefits to you are:

- 12.5.1 Continued employment with no break of service
- 12.5.2 The ability to claim DSS Benefit immediately
- 12.5.3 No need to seek another position as you are still employed

12.6 All benefits including holiday accruals will continue during the lay-off period

## **BENEFITS**

### **13 HOLIDAYS AND HOLIDAY PAY**

- 13.1 The Holiday year is from 1<sup>st</sup> January to 31<sup>st</sup> December. The full holiday entitlement (for full-time staff) is shown in your Contract of Employment.
- 13.2 Holiday periods must be agreed at least 4 weeks in advance with your Manager.
- 13.3 No more than two weeks may be taken in the summer months between 1<sup>st</sup> may and 31<sup>st</sup> August, inclusive. Any other holiday entitlement may be taken at any other time provided it is agreed with your line manager. One day will be defined by the Company, usually during the Christmas period.
- 13.4 The Company expects employees to take all their holiday entitlement within the year it is accrued. Any holiday not taken during this time will be lost.

Should you be incapacitated for work during any period of pre-booked holiday (whether in whole or in part) the Company will, subject to the correct notification and certification, pay statutory sick pay. You must follow the absence reporting procedure and provide the Company with a relevant medical certificate covering the period of incapacity.

- 13.5 You will not qualify for payment for recognised Public Holidays if you fail to work the normal working day immediately preceding and following the holiday unless your absence is by prior arrangement or is due to sickness certified by a Medical Certificate. Public Holidays for the purposes of definition include Bank Holidays.
- 13.6 If you are eligible to receive overtime payments and you work on a Public Holiday, then payment will be made to you at (double time).
- 13.7 Should you leave the Company, for whatever reason, your full entitlement to paid holiday will be calculated on a pro rata basis per completed week of service less any holiday entitlement taken during the holiday year. If the holiday taken exceeds your holiday entitlement, then by acceptance of this employment, you accept that the Company had your terms and conditions of employment, you accept the company has the right to deduct payments made in excess of Holiday pay entitlement from any money owing to you at the time of your leaving.

## **WORKING PRACTICES**

### **14 EMPLOYEE'S PROPERTY**

- 14.1 The Company does not accept any liability for the loss of or damage to your property brought onto the Company's premises, whatever the cause, although investigations will be carried out on matters brought to the Company's notice.
- 14.2 Should you damage or be unable to find your personal tools brought onto the Company's premises which are essential for the performance of your job, and then the matter should be reported immediately to one of the Directors who will consider the situation on its merits.
- 14.3 If you bring your own powered hand tools will be accepted for use when carrying out work for the Company. It is your responsibility to ensure the safe working condition of such personal items.
- 14.4 If you bring a motor vehicle or cycle into Company premises, it must be parked in the authorised parking places provided. Any vehicle or cycle is parked entirely at your risk and the Company accepts no liability in respect of damage to or loss form such vehicle or cycle.

### **15 RIGHT OF SEARCH**

- 15.1 To safeguard you and to ensure that there is no abuse with regard to the removal of Company property or equipment, the Company reserves the right to search any employee or contents of parcels or vehicles entering or leaving the premises. The search where possible will be conducted by a person of the same sex in the presence of a third person and you will have the right to ensure that another independent witness is present if so required.

### **16 INTELLECTUAL PROPERTY**

- 16.1 In the course of your employment with A1R Services Ltd you may have access to, acquired to gain, intellectual property, confidential knowledge or information:
  - 16.1.1 With respect to formulae, secret processes, plans, devices, products, computer programmes and other intangible property, know-how and other data belonging or relating to A1R Services Ltd or belonging to a customer or supplier of A1R Services Ltd.
  - 16.1.2 With respect to identity of customers of A1R Services Ltd and the identity of product's, quantity and prices of the same ordered by such customers.
- 16.2 You must recognise and accept that all such intellectual property and information is the sole property of A1R Services Ltd or its customer or supplier and you should treat such intellectual property and information as set out below:
- 16.3 You must keep confidential all such intellectual property and knowledge or information described above and shall not divulge it to other, nor use it for your own private purpose.

This obligation shall continue during and after your period of employment with Constant Cooling Ltd.

- 16.4 On termination of your employment or at any time when the Company may request, you must deliver A1R Services Ltd all notes, memoranda, formulae, records, files, and other papers, tapes, discs or programmes and copies in your custody relating to any such intellectual property, knowledge or information described above to which you have had access or which you may have developed during the course of your employment.
- 16.5 You shall not without the prior written permission of the Company after leaving the employment of A1R Services Ltd for any reason, work for others, or on your own account, on any of the secret processes, formulae, programmes or data on which you may have worked or to which you have had access whilst in the employ of A1R Services Ltd.
- 16.6 Any invention, formula, process, product, programme, idea, discovery, or improvement conceived or developed by you within the period of your employment, relating to any activity engaged in by A1R Services Ltd will be the sole and exclusive property and intellectual property of A1R Services Ltd and you must promptly communicate to A1R Services Ltd full information with respect to any of the foregoing, conceived or developed by you.
- 16.7 You must execute and deliver all documents and do all other things as shall be deemed by A1R Services Ltd to be necessary and proper to effect the assignment to A1R Services Ltd of the sole and exclusive right, title and interest in and to all such inventions, formulae, processes, products, programmes, ideas, discoveries, improvements, patent applications and patents thereon.
- 16.8 You must understand, accept and agree that A1R Services Ltd has no interest in and will not accept divulgence to it of any confidential knowledge or information which is the property of any previous employer or third party, notwithstanding any other paragraph of this Clause, you shall not communicate any such confidential knowledge or information to A1R Services Ltd in order to use the same during the course of your employment.

## **17 INVENTIONS**

- 17.1 The law relating to inventions is governed by the patents Act of 1988 and if you make an invention then you are protected by a statutory scheme of compensation details in that Act. However, there are circumstances in which such an invention will be regarded as belonging to the Company:
  - a) if it was made in the course of your normal duties under such circumstances as an invention might reasonable be expected to result from these duties,
  - b) if it was made outside the course of your normal duties but during the performance of duties specifically assigned to you when an invention might reasonable be expected to result from these,
- 17.2 If the invention was not made under any of these circumstances it is taken as between you and Company to belong to you. If the invention properly belongs to someone other than you in the first place then none of the above rules affect that ownership.

## **18 USE OF COMPANY COMPUTER EQUIPMENT**

- 18.1 In order to control the use of the Company's computer equipment and reduce the risk of contamination, the following will apply:
- 18.1.1 The introduction of the new software must first of all be checked and authorised by the senior member of the Company before general use will be permitted.
  - 18.1.2 Only authorised staff should have access to the Company's computer equipment.
  - 18.1.3 Only authorised software may be used on any of the Company's computer equipment. Only software that is used for business applications may be used.
  - 18.1.4 No software may be brought on to or taken from the Company's premises without prior authorisation.
  - 18.1.5 Unauthorised access of the computer facility will result in disciplinary action. Unauthorised copying and/or removal will result in disciplinary action. Such actions could lead to dismissal.

## **19 INTERNET**

- 19.1 The internet is an important communication facility providing contact with professional and academic sources throughout the world. Where appropriate and duly authorised, staff are encouraged to make use of the internet as part of their official professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Company's name. Where personal views are expressed, a disclaimer stating that this is the case should be clearly added to all correspondence.
- 19.2 Intellectual Property Rights and Copyright must not be compromised or infringed when publishing on the internet.
- 19.3 The availability and variety of information on the internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the internet to access and/or distribute any kind of offensive material or non-related employment issues will leave an individual liable to disciplinary action, which could lead to dismissal.

## **20 E MAIL POLICY**

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

## **PROCEDURE**

### **AUTHORISED USE**

- 20.2 The e-mail systems are available for communication on matters directly concerned with the legitimate business of this Company. If you use the e-mail system you should pay particular attention to the following points:

- 20.2.1 All e-mails must comply with Company communication standards.

- 20.2.2 E-mail messages and should only be sent to those for whom they are particularly relevant.
- 20.2.3 E-mails should not be used as a substitute for face-to-face communication. “Flame-mails” (e-mails that are abusive) must not be sent. Hasty messages, sent without proper consideration, can upset, cause concern or misunderstandings.
- 20.2.4 If e-mail is confidential, the user must ensure that the necessary steps are taken to protect confidentiality. The Company will be liable for infringing copyright or any defamatory information circulated either within the Company or to external users of the system.
- 20.2.5 Offers or contracts transmitted via e-mail are as legally binding on the Company as those sent on paper.

Any failure to observe these guidelines can result in disciplinary action, including summary dismissal.

### **UNAUTHORISED USE**

- 20.3 The Company will not tolerate the use of the e-mail system for unofficial or inappropriate purposes, including:
- Any messages that could constitute bullying, harassment or other detriment.
  - Excessive personal use e.g. social invitations, personal message, jokes, cartoons, chain letter or other private matters
  - On-line gambling
  - Accessing or transmitting pornography
  - Transmitting copyright information and/or software available to the user.
  - Posting confidential information about other employees, the Company or its customers or suppliers.
- 20.4 Any unauthorised or inappropriate use of e-mail may result in disciplinary action, which could include summary dismissal.

### **IMPLEMENTATION OF THE POLICY**

- 20.5 Regular monitoring of e-mail messages will be carried out on a random basis. Hard copies of e-mail messages will be used as evidence in disciplinary proceedings. All e-mail messages are retained within the company for a period of 3 years.
- 20.6 The Company will appoint an individual to be responsible for the e-mail system and advice on all aspects of the e-mail policy.
- 20.7 Unknown files or messages should never be introduced into the system without first being check for viruses.
- 20.8 Training in the use of e-mail will be run regularly on an in-house basis. Managers are required to ensure that all new employees attend the training programme prior to using the e-mail system.
- 20.9 E-mail users will be issued with a confidential password, which will be changed at irregular intervals. Access to the e-mail system using another employee’s password without prior authorisation is likely to result in disciplinary action.
- 20.10 Critical information must not be stored solely within the e-mail system. Hard copies must be retained and it is the responsibility of the individual issuing the e-mail to ensure the hard copy is filed. If necessary, documents must be password protected.

- 20.11 Users are reminded that the mere deletion of a message or file may not fully eliminate it from the system.
- 20.12 Users are required to be familiar with the requirements of the Data Protection Act 1998 and to ensure that they operate in accordance with the requirements of the Act. Details are from the Group Financials Controller.
- 20.13 If you have cause for complaint as a result of e-mail communications you should raise the matter initially with your immediate manager and/or the e-mail manager. If appropriate, the complaint can then be raised through the Company's grievance procedure.

## **21 DISCLOSURE OF INFORMATION**

- 21.1 You must not directly or indirectly disclose to any unauthorised person any knowledge or information relating to the Company's business, or the business of any of the Company's customers without first obtaining permission in writing from the Company.
- 21.2 You must not use for your own purposes or profit or for any purposes other than those of the Company, any information, which you may acquire in relation to the Company and/ or its customers business.
- 21.3 The rules concerning disclosure of information apply both during and after your employment with the Company.
- 21.4 Unauthorised access to Company Information, whether computerised or manual may lead to a disciplinary action being taken against you. In the case of computerised information "hacking" will be considered a dismissible offence.
- 21.5 At the time of leaving the Company, for whatever reason, you required to return all products, documentation or any other information related to the Company and, if required confirm compliance of the same in writing. In addition, the Company reserves the right to request such information to be returned during the period of notice should the Company deem it possible that there could be a risk, intentional or otherwise, of Company or commercially sensitive information being made available to other parties.

## **22 ASSOCIATED WORK**

- 22.1 You must not be associated in any capacity with a business that carries out work of a similar type of the Company's, without the Company's prior written approval.
- 22.2 If you choose to take up additional employment outside your normal working hours, this will be accepted by the Company subject to the provisions above unless such additional employment is felt to have an adverse effect on the performance of your normal duties with the Company.

## **23 RESTRAINT CLAUSE**

- 23.1 Should any restraint clauses be applicable to yourself then they will be as detailed in your Statement of Main Terms and Conditions of Employment.

## **24 USE OF EMPLOYEES MOTOR VEHICLES ON COMPANY BUSINESS**

- 24.1 If you need to use your own car on Company business, you should only do so with the prior approval of your Manager, and you should ensure that the vehicle is appropriately insured, taxed, and where applicable MOT'd, and that you hold a current, valid driving licence.

- 24.2 You will be reimbursed for mileage undertaken on Company business at the rate notified to you. *It is essential that you provide VAT receipts to support your mileage claim.*

## **25 INFORMATION FOR DRIVERS OF COMPANY VEHICLES**

- 25.1 The information set out below applies if you have been provided with a car for your personal use, have the use of pool car drive commercial vehicles.
- 25.2 In order to safeguard it and to ensure it is used correctly, you must adhere to following at all times.
- 25.3 Company vehicles are provided for business use only and not for employee's private use unless otherwise agreed.
- 25.4 Only Company products/equipment and personal belongings may be carried in Company vehicles at any time. You are reminded that the vehicle provided to you is a costly item.
- 25.5 A vehicle is only available if you hold a current and valid driving licence. As all vehicles are insured through the company, any conviction for driving offences, any driving endorsements and any fines incurred whilst you are in possession of the vehicles must be reported immediately. You are personally responsible for the payment of any fine or fixed penalty incurred whilst in charge of the vehicle.
- 25.6 If you are considered to be acting carelessly or recklessly in your use of the vehicle, you will be subject to action under the Disciplinary and Dismissal Procedure (and this may involve the withdrawal of the vehicle where appropriate). If you are prosecuted or convicted of driving offence, which results in a period of disqualification and the holding of licence, is an essential requirement of the job, this will result in your dismissal.
- 25.7 The company encourages safe and considerate driving at all times and will not be responsible for payment of any speeding, parking fines or congestion or for any other offences relating to a Company vehicle. If legal action is to be taken against you, the Managing Director must be notified immediately. Disciplinary action may be taken if this instruction is not followed. Any accidents, vehicle damage, theft, contravention of any legal requirements, unacceptable driving standards or safety, charges resulting in fines, imprisonment, loss of licence, etc, to which the employee has contributed through negligence or fault will result in disciplinary action being taken.
- 25.8 You must immediately report any and every accident or incident in which a vehicle in your charge becomes involved, regardless of fault and whether or not persons or property are affected.
- 25.9 You must avoid the consumption of alcohol or drugs prior to or during the course of driving. Infringement of this rule will result in your dismissal.
- 25.10 Only authorised personnel may drive the Company's vehicles. Unauthorised passengers must not be carried in vehicles, nor must vehicles be used for personal purposes without permission.
- 25.11 Whenever the vehicle is left unattended, it must be locked and secured, the keys removed and kept safely by the vehicle user. You must ensure that all security devices are operable when the vehicle is left unattended.
- 25.12 If a telephone is installed in your vehicle, it may only be used for business purposes or in an emergency unless prior authorisation to do so has been given, and in accordance with the law.
- 25.13 You must ensure that the vehicle is kept in good condition. This includes keeping it clean and ensuring that the tyre pressure, lights oil, water etc are up to the required standard. You must not drive the vehicle in an unroadworthy condition. Any defects must be reported immediately to management. The vehicle must not be driven without the fault being rectified or prior approval given.
- 25.14 You must keep the vehicle clean and tidy, inside and out, at all times.

- 25.15 You are responsible for ensuring that any service, maintenance and repair are carried out. All vehicles must be serviced in accordance with the Company's policy and/or manufacturer's recommendations. Services must be arranged on time and the service record completed and stamped by the garage. Whenever possible servicing should be booked and carried out at a time when it will cause least disruption to your working day. You must obtain prior authorisation from management and/or the Company insurers with the required not hire a replacement vehicle whilst repairs are being carried out without prior authorisation.
- 25.16 Where you are responsible for any damage or loss to the vehicle deliberately or otherwise, the Company reserves the right to insist on you rectifying the damage at your own expense or paying the excess or paying the excess part of any claim on the insurers. You will be responsible for any fines incurred. If these sums remain unpaid the appropriate deductions will be made from your pay in such circumstances.
- 25.17 Smoking is prohibited throughout the entirety of all our workplaces with no exceptions this includes all company vehicles.
- 25.18 You will need to produce your driving licence each year, or as otherwise requested, so that a copy can be kept on file for insurance purposes.
- 25.19 If you wish to take your vehicle abroad you must obtain prior authorisation and further information.
- 25.20 The company has a policy on renewal or replacement of cars and vehicles. Details of this will be issued to you separately. The right is reserved, however, to amend this from time to time and not necessarily replace with the same or equivalent type of vehicle.
- 25.21 You must not have modifications made, or extras fitted to the vehicle, without prior permission from management. Where the reversal of the modification or the removal of the extra would result in the value of the vehicle being less than had they not been done or fitted, then the modification and/or extra will become the property of the Company.
- 25.22 The Company reserves the right to require you to surrender any vehicle you have been issued with, at any time, in the event of absence from work. (This does not apply to the statutory Ordinary Maternity/Adoption Leave period). You should make your available for another employee to use on business at any time, if so required.
- 25.23 In the event of termination of your employment, you will be entitled to retain the use of vehicle for the duration of your contractual notice period where applicable; however, the company services the right to replace your vehicle with a suitable alternative for the duration of your notice. Upon termination of employment you must return the vehicle in a clean and tidy state. If it is not returned in a satisfactory condition and charge may be made for valeting costs, which will be deducted from any outstanding salary.

## **26 MOBILE TELEPHONES**

### **MOBILE PHONE ISSUED BY THE COMPANY**

- 26.1 Where a mobile phone has been issued, it is for business use only and at all times will remain the property of the Company. A mobile phone is provided primarily to enable you to do your job- i.e. to keep the Company informed at the earliest opportunity of matters, which it needs to know and to be similarly contactable by the Company, or to contact customers or clients when you are working away from your base. Therefore, it is your responsibility to ensure that the mobile phone is kept charge and switched on while you are on duty.
- 26.2 If you have been issued with a mobile phone, you are responsible for the safekeeping and condition of the mobile phone at all times. You will be responsible for any cost of repair or replacement other than fair wear and tear. The Company will arrange for any repair or

- replacement. In the event that the mobile phone is lost/stolen, the Company must be notified immediately in order to cancel the number. You agree that upon termination of your employment, should you not return your mobile phone or should your mobile phone be returned in an unsatisfactory condition, the cost of replacement or a proportionate amount of this, as decided by the Company, will be deducted from any final monies owing to you, or you will otherwise reimburse the Company.
- 26.3 The Company recognises that you may have to make personal calls during working hours or outside normal working hours. Where it is deemed that an unreasonable amount of personal calls/text messages have been made using the mobile phone, the Company reserves the right to deduct those cost, either through deduction from pay or otherwise as agreed. The Company may, after formal investigation, take action under the Disciplinary and Dismissal Procedure if such use is excessive.

## **DRIVING**

- 26.4 You must ensure that you have proper control of a vehicle that you are driving at all times.
- 26.5 It is an offence to use hand-held mobile phones whilst driving. You will be liable for prosecution if you are holding a mobile phone and any other type of hand-held device to send or receive any sort of data, be it voice, text or pictorial image. You are regarded to be driving if you are in charge of a vehicle with its engine running on a public road, even if the vehicle is stationary. It is therefore strictly forbidden for you to use hand-held mobile phones whilst driving.
- 26.6 A mobile phone may only be used where there is an in-coming call or an out-going voice activated call through a hands-free device that is activated without a need to hold the phone at any time, in which case the call should be kept to the shortest possible time and only to effect essential communications. When you need to operate the mobile phone or make or deal with a call through a caller's hands-free device for longer than receiving or giving a short communication, before doing so you must stop and park the vehicle where it is safe and lawful to do so and with the engine switched off. Whilst driving, you must not use the text message facility on the mobile phone, or if available through such a phone, an image facility or internet access.
- 26.7 You should note carefully that a breach of the Company's rule on the use of a mobile phone whilst driving will render you liable to action under the Disciplinary and Dismissal Procedure, up to and including dismissal dependent upon the circumstances.

## **PERSONAL MOBILES**

- 26.8 Where special circumstances dictate and you request that you need to have the user of a personal phone during working hours this must be referred to your Manager who will deal with such a request on an individual basis.
- 26.9 Unauthorised use of a personal mobile phone during working hours will result in a disciplinary warning or dismissal, depending on the circumstances.

## **27 EQUAL OPPORTUNITIES POLICY**

### **Policy statement**

The Company is an equal opportunity employer and is committed to a policy of treating all its employees and job applicants equally. The Company will avoid unlawful discrimination in all aspects of employment including recruitment and selection, promotion, transfer, opportunities for training, pay and benefits, other terms of employment, discipline, selection for redundancy and dismissal.

It is the policy of the Company to take all reasonable steps to employ and promote employees on the basis of their abilities and qualifications without regard to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality and ethnic or national origins), religion or belief, sex and/or sexual orientation. In this policy, these are known as the 'protected characteristics'. The Company will appoint, train, develop and promote on the basis of merit and ability alone.

Employees have a duty to co-operate with the Company to ensure that this policy is effective to ensure equal opportunities and to prevent discrimination. Action under the Company's disciplinary procedure will be taken against any employee who is found to have committed an act of improper or unlawful discrimination. Serious breaches of the equal opportunities policy will be treated as potential gross misconduct and could render the employee liable to summary dismissal. Employees should also bear in mind that they can be held personally liable for any act of unlawful discrimination.

Employees must not harass, bully or intimidate other employees for reasons related to one or more of the protected characteristics. Such behaviour will be treated as potential gross misconduct under the Company's disciplinary procedure. Employees who commit serious acts of harassment may also be guilty of a criminal offence. The Company has a separate anti-harassment policy which deals with these issues and sets out how complaints of this type will be dealt with.

Employees should draw the attention of their line manager to suspected discriminatory acts or practices. Employees must not victimise or retaliate against an employee who has made allegations or complaints of discrimination or who has provided information about such discrimination. Such behaviour will be treated as potential gross misconduct under the Company's disciplinary procedure. Employees should support colleagues who suffer such treatment and are making a complaint.

### **Direct discrimination**

Direct discrimination occurs when, because of one of the protected characteristics, a job applicant or an employee is treated less favourably than other job applicants or employees are treated or would be treated.

The treatment will still amount to direct discrimination even if it is based on the protected characteristic of a third party with whom the job applicant or employee is associated and not on the job applicant's or employee's own protected characteristic. In addition, it can include cases where it is perceived that a job applicant or an employee has a particular protected characteristic when in fact they do not.

The Company will take all reasonable steps to eliminate direct discrimination in all aspects of employment.

### **Indirect discrimination**

Indirect discrimination is treatment that may be equal in the sense that it applies to all job applicants or employees but which is discriminatory in its effect on, for example, one particular sex or racial group.

Indirect discrimination occurs when there is applied to the job applicant or employee a provision, criterion or practice (PCP) which is discriminatory in relation to a protected characteristic of the job applicant's or employee's. A PCP is discriminatory in relation to a protected characteristic of the job applicant's or employee's if:

- It is applied, or would be applied, to persons with whom the job applicant or employee does not share the protected characteristic,
- The PCP puts, or would put, persons with whom the job applicant or employee shares the protected characteristic at a particular disadvantage when compared with persons with whom the job applicant or employee does not share it,
- It puts, or would put, the job applicant or employee at that disadvantage, and
- It cannot be shown by the Company to be a proportionate means of achieving a legitimate aim.

The Company will take all reasonable steps to eliminate indirect discrimination in all aspects of employment.

### **Sources of recruitment**

The recruitment process will be conducted in such a way as to result in the selection of the most suitable person for the job in respect of abilities and qualifications. The Company is committed to applying its equal opportunities policy at all stages of recruitment and selection.

### **Advertisements**

Recruitment publicity will aim to positively encourage applications from all suitably qualified people. When advertising job vacancies, in order to attract applications from all sections of the community, the Company will as far as reasonably practicable:

1. Ensure advertisements are not confined to those areas or publications which would exclude or disproportionately reduce the numbers of applicants with a particular protected characteristic;
2. Avoid setting any unnecessary provisions or criteria which would exclude a higher proportion of people with a particular protected characteristic.

Where vacancies may be filled by promotion or transfer, they will be published to all eligible employees in such a way that they do not restrict applications from employees with a particular protected characteristic.

However, where, having regard to the nature and context of the work, having a particular protected characteristic is an occupational requirement and that occupational requirement is a proportionate means of achieving a legitimate aim, the Company will apply that requirement to the job role and this may therefore be specified in the advertisement.

### **Selection methods**

The selection process will be carried out consistently for all jobs at all levels. The Company will ensure that this equal opportunities policy is available to all staff and in particular is given to all staff with responsibility for recruitment, selection and promotion.

The selection of new staff will be based on the job requirements and the individual's suitability and ability to do, or to train for, the job in question. Person specifications and job descriptions will be limited to those requirements that are necessary for the effective performance of the job. Candidates for employment, promotion or transfer will be assessed objectively against the requirements for the job.

With disabled job applicants, the Company will have regard to its duty to make reasonable adjustments to work provisions, criteria or practices or to physical features of work premises or to provide auxiliary aids or services in order to ensure that the disabled person is not placed at a substantial disadvantage in comparison with persons who are not disabled.

### **Selection tests**

Any selection tests which are used will be limited to questions relating to the particular job and/or career requirements. The tests will measure the individual's actual or inherent ability to do or to train for the work or career. Thus, questions or exercises on matters which may be unfamiliar to applicants with a particular protected characteristic will not be included in the tests if they are unrelated to the requirements of the particular job. The tests which are used will be reviewed from time to time in order to ensure that they remain relevant and free from any unjustifiable bias, either in content or in scoring mechanism.

### **Applications and interviewing**

All applications will be processed in the same way. The staff responsible for short-listing, interviewing and selecting candidates will be clearly informed of the selection criteria and of the need for their consistent application.

Wherever possible, all applicants will be interviewed by at least two people. All questions that are put to the applicants will relate to the requirements of the job.

If it is necessary to assess whether personal circumstances will affect the performance of the job (for example, if the job involves unsociable hours or extensive travel), this will be

discussed objectively, without detailed questions based on assumptions about any of the protected characteristics.

### **Training, transfer and promotion**

The Company will take such measures as may be necessary to ensure the proper training, supervision and instruction for all line managers in order to familiarise them with the Company's policy on equal opportunities, and in order to help them identify discriminatory acts or practices and to ensure that they promote equal opportunity within the departments for which they are responsible. The training will also enable line managers to deal more effectively with complaints of bullying and harassment.

The Company will also provide training to all employees to help them understand their rights and responsibilities under the Company's equal opportunities and anti-harassment policies and what they can do to create a work environment that is free of discrimination, bullying and harassment.

All persons responsible for selecting new employees, employees for training or employees for transfer or promotion to other jobs will be instructed not to discriminate because of one or more of the protected characteristics.

Where a promotional system is in operation, the assessment criteria will be examined to ensure that they are not discriminatory. The promotional system will be checked from time to time in order to assess how it is working in practice.

When a group of workers who predominantly have a particular protected characteristic appear to be excluded from access to promotion, transfer and training and to other benefits, the Company's systems and procedures will be reviewed to ensure there is no unlawful discrimination.

### **Terms of employment, benefits, facilities and services**

All terms of employment, benefits, facilities and services will be reviewed from time to time in order to ensure that there is no unlawful direct or indirect discrimination because of one or more of the protected characteristics.

### **Equal pay and equality of terms**

The Company is committed to equal pay and equality of terms in employment. It believes its male and female employees should receive equal pay where they are carrying out like work, work rated as equivalent or work of equal value. In order to achieve this, the Company will endeavour to maintain a pay system that is transparent, free from bias and based on objective criteria.

### **Grievances and complaints**

All allegations of discrimination will be dealt with seriously, confidentially and speedily. The Company will not ignore or treat lightly grievances or complaints about unlawful discrimination from employees. Such complaints should be raised promptly under the terms of the Company's grievance procedure.

If the complaint involves bullying or harassment, the grievance procedure is modified as set out in the anti-harassment policy.

Employees will not be penalised for raising a grievance, even if it is not upheld, unless the complaint was both untrue and made in bad faith.

### **Monitoring equal opportunity**

The Company will regularly monitor the effects of selection decisions and personnel practices and procedures in order to assess whether equal opportunity is being achieved. This will also involve considering any possible indirectly discriminatory effects of its standard working practices. If changes are required, the Company will implement them. The Company will also make reasonable adjustments to its standard working practices to overcome substantial disadvantages caused by disability.

## **28 POSITIVE WORK ENVIRONMENT POLICY**

### **STATEMENT OF THE POLICY**

- 28.1 The Company is committed to creating a harmonious working environment, which is free from harassment and bullying and in which every employee is treated with respect and dignity.
- 28.2 It is committed to ensuring that individuals do not feel apprehensive because of their religious belief, political opinion, gender, marital status, sexual orientation, race, age, disability or any inappropriate behaviour.
- 28.3 Harassment and bullying are unacceptable behaviour at work and will be treated misconduct, which may include gross misconduct warranting dismissal. All employees must comply with this policy.

### **DEFINITION OF HARASSMENT**

- 28.4 Harassment is conduct that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment of them.
- 28.5 Harassment may take many forms. It can range from extreme forms such as violence to less obvious actions such as persistently ignoring someone at work. The following, though not an exhaustive list, may constitute harassment:
- Physical contact ranging from touching to serious assault
  - Verbal and written harassment through jokes, offensive language, gossip and slander, letters
  - Isolation or non-cooperation at work, exclusion from social activities
  - Intrusion by pestering, spying, following etc

### **DEFINITION OF WORKPLACE BULLYING**

- 28.6 Workplace bullying is repeated inappropriate, offensive behaviour, which is often an abuse of power or position. It can be direct or indirect, either verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment, which could reasonably be regarded as undermining the individual's right to dignity at work.

The following examples may constitute bullying:

- Threats, abuse, teasing, gossip and practical jokes
- Humiliation and ridicule either in private, at meeting or in front of customers/clients
- Name calling insults, devaluing with reference to age, physical appearance
- Setting impossible deadlines
- Imposing excessive workloads
- Making unjustified criticisms
- Excessive monitoring
- Removing responsibilities
- Allocating menial and pointless tasks
- Withholding information
- Refusing requested for leave, holiday or training.

It should be noted that it is the impact of the behaviour which is relevant and not the motive or intent behind it.

### **YOUR RESPONSIBILITIES**

- 28.7 All employees have a responsibility to help create and maintain a working environment that respects the dignity of employees. You should be aware of the serious and genuine problems, which harassment and bullying can cause, ensure that your behaviour is beyond question and could not be considered in any way to be harassment or bullying. You should discourage such behaviour by making it clear that you find it unacceptable and by supporting colleagues if they are experiencing harassment or bullying and are considering making a complaint. You should alert a Manager or Supervisor to any incidents to enable the Company to deal with the matter.

### **MANAGERIAL RESPONSIBILITY**

- 28.8 Managers and supervisors have a responsibility to ensure that harassment or bullying does not occur in work areas for which they are responsible.
- 28.9 Managers also have a responsibility to explain the Company's policy to their staff and take steps to positively promote it. They will be responsive and supportive to any member of staff who makes a complaint, provide full and clear advice on the procedure to be adopted, maintain confidentiality in all cases and ensure that there is no further problem or any victimisation after a complaint has been resolved.
- 28.10 The Company will provide training to ensure that all managers, supervisors and other staff are fully aware of this policy and the procedures for dealing with harassment and bullying.

### **PROCEDURE FOR DEALING WITH ALLEGED HARASSMENT OR BULLYING**

- 28.11 If you believe that you have been the subject of harassment or bullying, you should, in the first instance, ask the person responsible to stop the behaviour, as it is unacceptable to you. Person to person reproof at an early stage will often be sufficient to stop the behaviour, which is causing the offence without involving third parties.
- 28.12 If you decide to make a formal complaint you should do so through the Grievance Procedure as soon as possible after the incident has occurred. All complaints will be

- guaranteed a fair and impartial hearing and the matter will be investigated thoroughly. If the investigation reveals that your complaint is valid, prompt attention and action designed to stop the behaviour immediately and prevent its recurrence will be taken. In such circumstances, if relocation proves necessary, every effort will be made to relocate the harasser or bully rather than you as the victim; however, the company will endeavour to relocate you if this is your preference.
- 28.13 You will be protected from intimidation, victimisation or discrimination for filing a complaint or assisting in an investigation. Retaliating against an employee for complaining about harassment or bullying is a disciplinary offence.
- 28.14 Whilst this procedure is designed to assist genuine victims of harassment or bullying, you should be aware that if you raise complaint, which are proven to be deliberately vexatious, you will become subject to proceedings under the Disciplinary and Dismissal Procedure.

## **29 HIV/AIDS POLICY**

- 29.1 In accordance with the current recommendations, the Company is committed to ensuring there will be no discrimination against applicants or employees on the grounds that they have AIDS or are HIV positive.
- 29.2 Consideration will be given to making reasonable adjustments to enable continuation at work if required.
- 29.3 If it becomes known that an employee has AIDS the company will ensure that adequate support is provided and will make reasonable arrangements to enable continuation of work.
- 29.4 Any employee whose performance suffers or are absent because of AIDS will be treated in the same way as individuals with any other serious illness.
- 29.5 Employees will not be dismissed because they have AIDS or re-deployed to alternative employment unless they request it or medical advice states this is in the employee's best interests.
- 29.6 Employees who are HIV positive or have AIDS are not required to inform the Company, however if it becomes known, confidentiality will be maintained. Breaches of this confidentiality will constitute a disciplinary offence.
- 29.7 Any acts of discrimination on the grounds of AIDS or HIV status must be reported to the Managing Director.

## **30 REDUNDANCY**

- 30.1 The Company hopes that it will not have to make redundancies but should there be a downturn of business or re-organisation, for whatever reason, that requires jobs to cease or diminish, then the Company reserves the right to select employees on the grounds of:
- 30.2 Retaining necessary expertise/skills to allow the Company to continue operating efficiently;
- 30.3 Retaining employees whose overall performance, attendance and behaviour is in keeping with the Company's expectation
- 30.4 If all of the above criteria are equal then the principle of "last in – first out" will be used.
- 30.5 A manager will explain the process of selection, consultation and the opportunity to question the decisions regarding redundancy.
- 30.6 If you are selected for redundancy (dismissal), you have the right to be accompanied by a work colleague or Trade Union Official at the final meeting. In the event that your dismissal is confirmed, you have the right to appeal against your selection. Your appeal must be lodged in writing with a Director by no later than 3 working days after you have

been notified of your selection. You have the right to be accompanied by a work colleague or Trade Union Official at the appeal hearing.

### **31. MATERNITY & PATERNITY & ADOPTION LEAVE**

If you are pregnant please do speak to us as early as possible so that we can discuss with you any particular health and safety risks which may affect you or the baby. By the 15<sup>th</sup> week before the baby is due you must tell us (if you haven't already) when you wish to start your Maternity Leave. This can be anytime from 11 weeks before the baby is due. We will then write to you to confirm all the details and state the date we will be expecting you to return to work. You can change your mind about the date but you must give us 28 days notice of the change.

All pregnant employees are entitled to 52 weeks Maternity Leave and this is made up of 26 weeks Ordinary Leave and 26 weeks additional leave. The first two weeks after the birth are compulsory.

Throughout the Maternity Leave you are entitled to all your non pay related contractual benefits.

If you are not planning to take all your Maternity leave you must let us know when you will return. You can change your mind but must give us 8 weeks notice of a change.

If you decide not to return to work you are required by law to give the correct notice if you are resigning but giving longer is helpful. You are still entitled to Statutory Maternity Pay or Maternity Allowance even if you are not returning to work.

#### **IVF**

You will be entitled to paid time off for antenatal care only after the fertilised embryo has been implanted. From that point onwards, all entitlements are the same.

#### **Ante Natal Care**

All pregnant employees are entitled to paid time off to receive ante-natal care provided such care is on the advice of a doctor, midwife or health visitor. Where such appointments can be arranged to take place outside of working hours you should do so. Copies of all appointment times should be given to your line manager.

We need you to provide us with your MATB1 Maternity certificate which your midwife will give you when you are about 25 weeks pregnant.

Adoptive Parents must give us the matching certificate or notification that one is being issued within 7 days of having been matched with a child or as soon as is practicable.

## **Pay & Benefits during Maternity Leave**

### **To receive Statutory Maternity Pay (SMP) you must have been:**

- Earning before tax an average that is no less than the lower earnings limit which applies to National Insurance. This is the amount you have to earn to qualify for benefits. You have to earn more than this amount before you actually start paying NI.
- Employed by the same employer continuously for at least 26 weeks up to and into the 15<sup>th</sup> week before the week your baby is due.

The earliest date that SMP can start is from the 11th week before the week your baby is due and the latest from the day following the birth.

If you continue to work after the 11th week before the week your baby is due you can choose when you want your SMP to start. SMP will start from any day you choose, once you have stopped work to have your baby. This means that your SMP should start from the first day of your maternity leave.

The start of your SMP will change if:

- your baby is born before the start of the 11th week or before the start of your SMP pay period. If this happens SMP will start from the day following the birth of your baby
- you are off sick from work with a pregnancy-related illness at the start of or in the 4 weeks before your baby is due, SMP will start from the day following the first complete day you are off sick from work for that reason.

If you are entitled to SMP and you leave your employment with us:

- after the start of the 15th week before your baby is due but before the start of the 11th week – SMP will start from the beginning of the 11th week before the week your baby is due.
- at any time after the start of the 11th week before the week your baby is due and before the start of your maternity pay period, your SMP will start from the day after you left employment.

SMP is paid for a continuous period of up to 39 weeks.

First 6 weeks      90% of your average weekly earnings with no upper limit

Remaining      33 Standard rate or a rate equal to 90% of your average weekly earnings. You  
weeks              will get whichever rate is lower.

### **Maternity Allowance**

If you are not eligible for Statutory Maternity Pay you may be entitled to Maternity Allowance if:

- you have worked (including self-employment) for 26 weeks during the 66 weeks before your baby is due

- you can find 13 weeks in which you earned over £30 a week or paid Class 2 (self-employed) National Insurance contributions or held a certificate of small earnings exception.

To claim Maternity Allowance, ask your local Jobcentre Plus for form MA1.

### **Keeping in Touch Days**

Whilst you are on Maternity we will try to keep you up to date with all that is happening here. This may be to let you know about any changes; invite you to attend a particular event or to offer a training opportunity. You do have the right to refuse to attend.

If we offer and you wish to accept, you can work up to 10 days during your leave without this affecting your Statutory Maternity Pay.

### **Returning to work**

If you plan to return to work before the end of your Additional Maternity Leave you must give us 8 week's notice. If you come back to work after the Ordinary Maternity Leave you may return to the same job with the same terms and conditions as you had before your leave. If you return after additional leave you are entitled to return to the same job on the same terms and conditions but if for a good reason we cannot do this we will find a position which is at the same level and with terms and conditions at least as good as your previous role.

If you are planning to breast feed when you return to work please let us know so that we can carry out a risk assessment and provide suitable rest facilities for you.

### **Adoption Leave**

As long as you have 26 weeks continuous service ending in the week in which you are notified of being matched with a child you will be entitled to 52 weeks leave. Either one of the parents may chose to take Adoption Leave.

Throughout the Adoption Leave you are entitled to all your non pay related contractual benefits

If you are not planning to take all your Adoption Leave you must let us know when you will return. You can change your mind but must give us 8 weeks notice of a change.

If you decide not to return to work you are required by law to give the correct notice if you are resigning but giving longer is helpful. You are still entitled to Statutory Adoption Pay even if you are not returning to work.

### **Statutory Adoption Pay**

Paid adoption leave is available for a child adopted under UK law - but some details may vary for parents adopting outside the UK.

### **To receive Statutory Adoption Pay (SAP) you must:**

- Be the Child's adopter
- Earn before tax an average that is no less than the lower earnings limit which applies to National Insurance. This is the amount you have to earn to qualify for benefits. You have to earn more than this amount before you actually start paying NI.
- Be employed for a continuous period of at least 26 weeks ending before the placement of the child.
- Have received official matching certificate or notification that it is being issued.

Statutory Adoption Pay is paid for 39 weeks and is paid at the current statutory rate or 90% of earnings whichever is the lower.

### **Keeping in Touch Days**

Whilst you are on Adoption Leave we will try to keep you up to date with all that is happening here. This may be to let you know about any changes; invite you to attend a particular event or to offer a training opportunity. You do have the right to refuse to attend.

If we offer and you wish to accept you can work up to 10 days during your leave without this affecting your Statutory Adoption Pay.

### **Transfer of Maternity or Adoption Leave**

If your baby is due or placed on or after 3<sup>rd</sup> April 2011 you have the choice to transfer up to six months leave to your spouse, partner, civil or cohabiting partner or to the father of the child. This is only available during the second six months of the child's life after the Mother has returned to work.

Some of the leave may be paid if you have not taken all the 39 weeks paid entitlement. They would take this Additional Leave as Paternity Leave. Further information about the process is detailed in the Paternity Leave section.

### **Flexible Working**

We will consider requests from eligible employees for flexible working patterns.

Eligible employees can request:

- A change in hours; i.e. working less than normal hours and or fewer days
- a change to the times when they are required to work;
- job sharing;
- to work from home for part of the time.

To be eligible to care for a child you must:

- Have been employed continuously by us for 26 weeks;

- Be (or be married to) the spouse, parent, civil partner, guardian, adopter, guardian or foster parent and have a child aged 16 or under, in the case of a disabled child in receipt of disability living allowance under 18;
- Make the application before the day of the child's 17<sup>th</sup> birthday or in the case of a disabled child 18<sup>th</sup> birthday;
- Have or expect to have responsibility for the child's upbringing;
- Be making the application to enable them to care of the child.

To be eligible to care for a dependent you must:

- Have been continuously employed by us for 26 weeks;
- Be, or expect to be, caring for a person aged 18 or over who is either:
  1. married to or the partner or civil partner of the employee; or a close relative of the employee The "close relative" definition includes parents, parent-in-law, adult child, adopted adult child, siblings (including those who are in-laws), uncles, aunts or grandparents and step-relatives or
  2. living at the same address of the employee.

To make an application you must submit a written request setting out the working pattern you want and how you believe it could work. An accepted application will mean a permanent change to your contract of employment. Your Manager will hold a meeting with you within 4 weeks to discuss the request. You are entitled to be accompanied at the meeting by a work colleague. At this meeting a practical business assessment of how the proposed arrangement can work will be undertaken. After the meeting the Manager must write to you within two weeks either:

- Accepting the request, setting out any action on which agreement is dependent and establishing a start date; or
- Rejecting the request and explaining the business reasons surrounding this and setting out the appeals procedures.

If the request is refused you have two weeks to appeal in writing against the decision setting out the reasons for the appeal. An appeal hearing must be held and you have the right to be accompanied and a decision should be given within two weeks of the hearing setting out the answers to the points raised.

### **Repeated Requests**

Further to submitting your request, regardless of whether your request was agreed or refused, you must wait a further year before making a new request.

### **Parental Leave**

Unpaid parental leave may be taken to look after a child or make arrangements for the good of the child.

Eligible employees:

- All employees employed by the Company for a minimum of one year.
- Employees who have a child or children under the age of 5.
- Employees who have a disabled child under the age of 18.

- Employees who have become the adoptive parents of a child under the age of 18. This can be until the fifth anniversary of their placement date or their 18<sup>th</sup> birthday, whichever comes first.

A maximum of 13 weeks per child (pro rata for part time employees) may be taken in total.

If you wish to take parental leave you should submit an application to your line manager. Leave should normally be taken in one week blocks to a maximum of 4 weeks at any one time; requests for longer periods will be dealt with on an individual basis. You should submit an application to take the time off four weeks prior to leave being taken. The Company must respond in two weeks. We will respond sympathetically to all requests but on occasions may ask you to postpone the leave for business reasons. However this cannot be for more than 6 months. Any leave at the time of childbirth or adoption cannot be postponed.

Where the child is disabled and eligible for Disability Living Allowance, parental leave is extended to 18 weeks (pro rata for part time employees) and may be taken in shorter periods.

We will keep a record of parental leave taken.

### **Ordinary Paternity Leave**

Ordinary Paternity Leave, of two weeks on the birth or adoption of a child is allowed if you have six months service at 15 weeks before the baby is due or matched. This will be paid at the standard statutory rate as SMP or SAP. The leave must be taken within the first 56 days following the birth or placement of the child.

### **Additional Paternity Leave**

To qualify for APL you must meet each of the following criteria:

- You are the biological father, civil partner, spouse or partner of primary adopter and have a responsibility to bringing up the child;
- The purpose of the leave is to care for the child;
- You have worked continuously for the Company for 26 weeks at 15 weeks before the baby is due or matched;
- You remain continuously employed with the Company until the week before the 1<sup>st</sup> week of APL;

If you are eligible for APL you may be able to take up to 26 weeks leave within the first year of the child's life or adoptive placement; this is on the condition that the mother or adopter has returned to their own workplace prior to using their own 52 weeks maternity or adoption leave. The earliest that additional paternity leave may commence is 20 weeks after the date on which the child is born, or 20 weeks after the date of the placement of the child for adoption, and it must end no later than 12 months after the date of childbirth or no later than 12 months after the date of the placement of the child for adoption.

The mother or primary adopter is entitled to one or more of Maternity/Adoption Leave and SMP/SAP or MA and has returned to work and decided not to use their remaining Additional Maternity/Adoption Leave or SMP/SAP or MA.

If you wish to request to take APL you must give the Company at least 8 weeks notice prior to your chosen start date. The request must be made in writing to your line manager and contain details of:

- The Child's date of birth or the date of the placement;
- Dates you intend to take as APL.

Within the same time frame, the mother or primary adopter must submit to us, the Company, signed details of the following information:

- Name, address and National Insurance details;
- The date they are intending to return to their workplace and confirmation that they have advised their employer of their return to work date;
- That father, partner or adoptive parent meets the eligibility criteria and the employee taking APL is the only applicant who is requesting APL in respect of the child;
- Details of the SMP, SAP or MA they are receiving and when their Maternity/Adoption pay period started.

The Company reserves the right to ask you and mother/primary adopter for details of the name and business the mother or primary adopter is working for and a copy of the birth certificate or placement documents for the child, this information must be supplied within 28 days of request, failure to do so could delay in the undertaking of APL.

You can take a maximum of 26 weeks APL and this must be taken in complete weeks.

During the period of APL your contract of employment continues to remain in force and you are entitled to receive your contractual benefits, except salary. You will be paid SPP where applicable, the final 13 weeks of a period of APL will be unpaid as in line SMP, SAP or MA.

Whilst you are on APL we will try to keep you up to date with all that is happening here. This may be to let you know about any changes; invite you to attend a particular event or to offer a training opportunity. You do have the right to refuse to attend.

If we offer and you wish to accept you can work up to 10 days during your leave without this affecting your SPP.

If you are intending to return earlier than the return date you stated, then you must give the Company at least 6 weeks written notice of your intention, failure to do so may mean the Company postpones your return to work for up to 6 weeks, provided of course this is not later than your originally stated return to work date.

## **32 RETIREMENTS**

- 32.1 The intended retirement age for employees for the Company is 65 years
- 32.2 In practise this will mean that the retirement date is the actual date on which your retirement age is reached.
- 32.3 Within a year of the intended retirement date the Company will write to you about your retirement.
- 32.4 You have a right, under the 'duty of consider' procedure, to request working beyond the Company's intended retirement age.

- 32.5 You should write to your Manager with your requested between six and three months before the intended retirement date.
- 32.6 The Company will meet with you (if necessary) to discuss the request and notify you of its decision in writing.
- 32.7 You also have a right of appeal against a decision to refuse your request

## **HEALTH AND SAFETY**

### **33 HEALTH AND SAFETY POLICY/PROCEDURES**

- 33.1 You must comply with the Company Safety Policy and Safety Procedures as posted on the Company Notice Boards. These procedures may be changed from time to time by management or because of the requirements of Health and Safety Legislation.
- 33.2 You are reminded that you are responsible for ensuring that you act in a safe and sensible manner whilst at your place of work and failure to do so will lead to disciplinary action by the Company and possibly criminal proceedings under the Health and Safety at Work Act, 1974.
- 33.3 In the case of fire, you must evacuate the building in accordance with the Fire Instructions. It is your responsibility to be aware of these instructions and where the nearest Fire Exit and Fire Appliances are located.
- 33.4 You must use and operate equipment and machinery in the appropriate manner prescribed and in cases of gross negligence, disciplinary action will be taken.
- 33.5 The Company recognises that it has a duty, under the Health and Safety at Work Act, 1974, to safeguard as far as is reasonably practicable, the health, Safety Policy is displayed on the Notice Board.

### **34 SMOKING**

- 34.1 It is the policy of the company and the law that all of our workplaces are smoke free to ensure all employees can enjoy their right to work in a smoke free environment.
- 34.2 Smoking is prohibited throughout the entirety of all our workplaces with no exceptions, and includes all company vehicles. This policy applies to all employees, consultants, contractors, suppliers, customers and visitors to the premises.
- 34.3 Where possible, the Company will designate an area outside the branches where staff can smoke. A suitable receptacle will be supplied for cigarette ends and ash. Disciplinary procedures will be followed if any member of staff does not comply with the regulations.

### **35 ENVIRONMENTAL POLICY**

The Company recognises its responsibility to protect the environment and has in place the following policy that commits to:

- 1. Wherever possible meet the requirements of BS EN ISO14001:2004, and other industry relevant codes of practice.
- 2. The prevention of pollution arising from our activities
- 3. Recognising and compliance with all relevant environmental legislation and other requirements to which the company subscribes
- 4. Establishing and reviewing environmental objectives in order to drive continual improvement of the company environmental management system.
- 5. Minimisation of waste, conservation of energy and natural resources.

6. Where possible use the most environmentally efficient methods of transport.
7. Whenever required, use registered waste disposal companies or licensed waste management facilities for the disposal of waste, particularly hazardous materials.
8. Maintaining clean and tidy work sites to ensure minimum inconvenience to clients.
9. Making known the contents of this policy to all employees, subcontractors and suppliers, and the public on request.

The MD has overall responsibility for dealing with all issues relating to the Environmental Policy and will ensure the policy is properly implemented and periodically reviewed in accordance with relevant statutory provisions.

## **GENERAL RULES**

### **36 DISCIPLINARY PROCEDURE**

#### **AIM**

- 36.1 The Company requires rules and procedures to be complied with to ensure a good relationship between employees and their Managers. It is hoped that there will be no need to use the disciplinary procedure. However, should such action be deemed necessary, the procedure laid down below should allow all relevant issues to be fairly dealt with. Disciplinary action is initially at the discretion of the individual's immediate Manager.
- 36.2 Any disciplinary action taken against you for matters concerning performance, behaviour or absence, etc, will normally follow the procedure detailed below:
- 36.3 If you have less than one year's continuous service you are not subject to this procedure and will only be disciplined or dismissed after a meeting has been held with you.

#### **Oral Warning**

- 36.3 You will receive a letter detailing the reason why you have been requested to attend a disciplinary meeting together with any supporting documentation, advised of the time and date of the meeting and of the right to be accompanied.
- 36.4 You will be interviewed by your immediate Manager and given an opportunity to explain your case.
- 36.6 You will be given advice and help if possible and if a disciplinary warning deemed to be necessary, you will be given an oral warning and a record of this will be kept on your personal file and will not be considered spent until 12 months have elapsed.
- 36.7 This warning will detail the reason, the expected improvements, the timescale within which the improvement should occur and the consequences of failure to improve (and the names of the persons present during this meeting).

#### **First Written Warning**

- 36.8 You will receive a letter detailing the reasons why you have been requested to attend a disciplinary meeting together with any supporting documentation, advised of the time and date of the meeting and of the right to be accompanied.
- 36.9 You will be interviewed by your Manager and given an opportunity to explain your case.
- 36.10 If a disciplinary warning is deemed necessary, you will be given a First Written Warning and a record of this will be kept on your personal file and will not be considered spent until 12 months have elapsed.

- 36.11 This warning will detail the reason, the expected improvements, the timescale within which the improvement should occur and the consequences of failure to improve (and the names of the persons present during this meeting).

### **Final Written Warning**

- 36.12 You will receive a letter detailing the reasons why you have been requested to attend a disciplinary meeting together with any supporting documentation, advised of the time and date of the meeting and of the right to be accompanied.
- 36.13 You will be interviewed by your Manager and given an opportunity to explain your case.
- 36.14 If a disciplinary warning is deemed necessary, you will be given a Final Written Warning and a record of this will be kept on your personal file and will not be considered spent until 12 months have elapsed.
- 36.15 This warning will detail the reason, the expected improvements, the timescale within which the improvement should occur and the consequences of failure to improve (and the names of the persons present during this meeting).

### **Dismissal**

- 36.16 You will receive a letter detailing the reasons why you have been requested to attend a disciplinary meeting together with any supporting documentation, advised of the time and date of the meeting and of the right to be accompanied.
- 36.17 You will be interviewed by your Manager and given an opportunity to explain your case.
- 36.18 If disciplinary action warranting dismissal is deemed necessary, notice of termination of employment will be served on you.

## **Examples of Misconduct and Gross Misconduct**

### **Misconduct**

Misuse of the Company's E-mail, Internet or internal mailing facilities.  
Persistent absenteeism or lateness  
Poor effort or sub-standard work  
Absence without authorisation  
Failure to follow absence reporting procedures  
Non-serious failure to comply with health and safety requirements  
Misuse of Company equipment  
Failure to comply with a reasonable management instruction  
Incapacity through drink or drugs  
Sleeping on the premises  
Foul or abusive language  
Abusive, objectionable or insulting behaviour  
Disorderly conduct  
Wilful or excessive wastage of Company time or materials  
Damage to plant, equipment or material caused by carelessness  
Misinterpretation of fact – lying

### **Gross Misconduct**

Serious misuse of the Company's e-mail, Internet or internal mailing facilities  
Theft or others' possessions whether belonging to the Company, employees, visitors or customers  
Fraud, bribery or falsification of records

- Fighting/Physical Assault
  - Gross immorality or indecent behaviour
  - Malicious damage to Company property
  - Supply/possessing and/or taking illegal drugs and/or alcohol on Company premises
  - Smoking in prohibited areas
  - Serious cases of no-compliance with health and safety instructions
  - Racial or sexual harassment or discrimination
  - Refusal to carry out reasonable management instructions
  - Drinking and Driving
  - Unauthorised released of Company/commercially sensitive information
  - Undertaking private work using Company equipment or premises without prior authorisation
  - Negligence or neglect of duty resulting in any loss which might expose the Company to serious claim. The unauthorised released of technical, commercial, financial or other information which could lead to a competitor gaining commercial advantage Solicitation and/or acceptance of money, gift, services or other inducements for personal gain or the gain of family or friends.
- 36.19 In case of gross misconduct employees will be summarily dismissed without notice and without the necessity of issuing warnings as detailed above.
- 36.20 Both lists identified above are not intended to be exhaustive or restrictive. Other issues not previously identified may also be considered as warranting disciplinary action being taken.
- 36.21 However, prior to the decision to dismiss, the relevant Senior Manager/Director will review all the facts and ensure that you are given every opportunity to explain the issues revolving around the case and respond to any charges made.

### **General**

- 36.22 Advance notice, of no less than 48 hours, will be given of any Disciplinary Hearing.
- 36.23 Disciplinary action will not be taken until the case has been carefully investigated. You must take reasonable steps to attend any meeting.
- 36.24 The outcome will be notified in writing to you and will confirm any action that is required.
- 36.25 The Company reserves the right to use or omit any step in the procedure should it consider it appropriate and also reserves the right to have a flexible yet fair standard of disciplining employees if required, including the right to appeal. Where you are given the right to appeal and exercise your right to do so, you must inform the Company in writing.
- 36.26 The Company reserves the right to suspend you with pay, normally for up to five working days to investigate an incident at any stage of procedure.
- 36.27 You have the right to be accompanied by the fellow employee or Trade Union Representative of your choice at any formal disciplinary/dismissal meeting.
- 36.28 You have the right to appeal against a disciplinary/dismissal decision being made by the Company. Any appeal should be in writing within 5 days confirmation of the disciplinary action and submitted to the appropriate Director. Appeals should normally be submitted to a level of management senior to that which carried out the original disciplinary/dismissal decision. The outcome of the appeal will be confirmed by letter.

## **37. GRIEVANCE PROCEDURE**

### Aim

37.1 The Company acknowledges that during the course of their employment some employees may have concerns, problems or complaints which need addressing. There are known as grievances. If such grievances cannot be resolved informally, then the formal procedure, set out below, must be followed.

37.2 The purpose of the procedure is to allow the Company to deal with the grievances fairly, consistently, confidentially and speedily. To this end, every endeavour will be made to resolve any grievance within 5 working days, at each stage.

### 37.3 Stage 1

- You must set out, in writing, details of your grievance(s) and submit this to your immediate Supervisor or Manager.

### 37.4 Stage 2

- You will then be invited to a meeting and must take all reasonable steps to attend.
- You have the right to be accompanied at this meeting by a colleague who is either a fellow worker or an official of a Trade Union.
- The purpose of the meeting is to consider and try to resolve the grievance(s) you have set out in writing.
- The outcome of the meeting will be confirmed to you in writing, as will your right of appeal.

### 37.5 Stage 3

- If you are not satisfied with the outcome at Stage 2, you will be given the right to an appeal meeting with a more senior manager/Director who has not previously been involved in the procedure.
- You will be expected to take all reasonable steps to attend the appeal meeting and have the same rights to accompaniment as applied at Stage 2.
- The purpose of appeal meeting is to consider and try to resolve the grievance(s) you have set out in writing.
- The outcome of the appeal meeting will be confirmed to you in writing. This is the final stage in the procedure.
- If within five working days the issue has not been resolved the individual(s) concerned have the right to refer the issue to mutually accepted independent arbitrator whose decision will be accepted by both parties unconditionally. (Please note that this does not apply to cases of dismissal/discipline).

## **38 PUBLIC INTEREST DISCLOSURE**

38.1 Any Employee has the right to make a complaint or to disclose information, which the employee reasonably believes will show one or more of the following:

- That a criminal offence has been committed is being committed or is likely to be committed

- That a person has failed is failing or is likely to fail to comply with any legal obligation to which he or she is subject
- That a miscarriage of justice has occurred is occurring or is likely to occur.
- That the Health & Safety of an Individual has been is being or likely to be endangered.
- That the environment has been is being or is likely to be damaged.
- That the information intended to show any matter falling within any one of the preceding paragraphs has been is being or is likely to be deliberately concealed.
- Such matters should be raised with an appropriate responsible person within the Company. In any situation of doubt, the matter may be raised in confidence with the Group Financial Controller.

### **39. CONFIDENTIALITY & DATA PROTECTION POLICY**

A1R Services Ltd has access to information concerning many organizations both supplier and end user and it is therefore imperative that the strictest confidentiality is maintained at all times.

Information belongs to the person and/or company organization entrusting it to a member of staff of A1R Services Ltd. Any information passed on outside of A1R Services Ltd will only be given with the express permission of the person and/or body which supplied the information unless we are legally obliged to disclose the type of information in question.

Under the Data Protection Act we endeavour to ensure that all information is stored under the relevant guidelines and is password protected and stored accordingly as follows:

- Confidential and sensitive information is kept securely
- It is fairly and lawfully processed
- It is accurate and kept up to date
- It is limited to relevant information and not excessive for its purpose
- It will not be used for any purpose other than, for which it was given.

#### **Responsibility**

A1R Services Ltd has a responsibility to ensure all staff are aware of Data Protection principles and the need for confidentiality, and that they are aware of specific guidelines that maybe developed for specialized areas of work.

All members of staff in A1R Services Ltd are responsible for ensuring that any information they hold or are party too, is handled in line with the A1R policies and Data Protection Act, which are in force.

All personal records, whether in paper form or on computer hardware are covered by the Data Protection Act and the individuals and the organization have a criminal liability if found to be reckless and disclose of any personal information. A serious breach would be classed and dealt with as a disciplinary matter.

It is accepted that most breaches of confidentiality are accidental rather than deliberate and it is important to remember never to break the confidentiality regardless of how the information is received. It is important to recognize that descriptions of individual events and circumstances can lead to identification even when exact names are not used.

It is accepted that on certain occasions you and/or us may need to discuss an issue with other people. If this occurs it must be absolutely clear that confidentiality and that bind all people or persons concerned no matters arising are discussed outside of AIR Services Ltd.

If staff require to access their personnel file or records they should ask one of the Directors of the company for permission. References will only be disclosed if the referee has given permission.

The MD has overall responsibility for dealing with all issues relating to the Environmental Policy and will ensure the policy is properly implemented and periodically reviewed in accordance with relevant statutory provisions.

#### **40     GENERAL RULES**

The following general rules apply within the Company:

- 40.1 You are expected to be punctual at your place of work and lateness can result in disciplinary action
- 40.2 You are not allowed to take materials or Company tools off the Company premises unless you have prior Management approval in writing.
- 40.3 The consumption of intoxication liquor or non-medically prescribed drugs on the Company or client's premises is not permitted without prior approval of the Management. If you are considered to be under the influence of drink or non-medically prescribed drugs, you will be suspended from work without pay and will be subject to disciplinary action. If this is due to medically prescribed or O.T.C (over the counter) drugs you will be suspended with pay until you are fit to work.
- 40.4 If you have brought any intoxication liquor, without Management permission, or non-medically prescribed illegal drugs on the Company's or clients premises you will be subject to disciplinary action, which could lead to dismissal.
- 40.5 You should not place signs, bills or notices on the Company notice board without prior Management permission. In addition, you should not distribute pamphlets or propaganda material and you should not undertake the unauthorised sale of goods.
- 40.6 You are expected to keep private telephone calls to a minimum and such calls should only be for matters of urgency. This applies to both incoming and outgoing calls, and outgoing calls must have prior Management approval.
- 40.7 Behaviour with Customers, Supplies, Company colleagues or any other parties should always be professional, courteous and helpful.
- 40.8 The choice of clothing and personal grooming is largely a matter of individual taste. However, there are certain personal appearance factors that may affect the performance of your job. Extremes in personal appearance including manner of dress may cause distractions.
- 40.9 Therefore, you are expected to dress in a comfortable, but neat and businesslike manner. You should familiarise yourself with the Company dress code and wear times of Company clothing/workwear provided. You should present a smart and professional image at all times to customers and all external parties. This includes tidy hair, men clean shaven and tidy beard, no excessive jewellery, attention to personal hygiene and cleanliness and any other aspects which may affect customer perceptions or the company image.
- 40.10 You must make collections on the Company's premises without prior Management permission.

## 41 IMMIGRATION, ASYLUM AND NATIONALITY ACT 2006 POLICY

It is a requirement that before employment commences, prospective employees provide the Company with confirmation of their eligibility to work in the UK by providing the relevant original document or documents detailed in either List A or B below.

Document or documents provided from List A establish that the employee has an ongoing entitlement to work in the UK. If not subject to immigration control, or without restrictions on staying in the UK, prospective employees should be able to produce a document or the specified combination of documents from List A. If a prospective employee has restrictions on their entitlement to be in the UK, they will need to produce a document or the specified combination of documents from List B. Once in our employment, the Company will repeat the check on employee's eligibility to work in the UK at least once every 12 months, until either they provide a document from List A or they leave the Company's employment for whatever reason.

### List A

- An ID Card (issued to the holder under the Identity Cards Act 2006) or a passport showing that the holder, or a person named in the passport as the child of the holder, is a British citizen or a citizen of the UK and Colonies having the right of abode in the UK.
- An ID Card (issued to the holder under the Identity Cards Act 2006), a passport or a national identity card showing that the holder, or a person named in the passport as the child of the holder, is a national of the European Economic Area or Switzerland.
- A residence permit, registration certificate or document certifying or indicating permanent residence issued by the Home Office or the UK Border Agency to a national of a European Economic Area country or Switzerland.
- A permanent residence card issued by the Home Office or the UK Border Agency to the family member of a national of a European Economic Area country or Switzerland.
- A Biometric Immigration Document issued by the UK Border Agency to the holder which indicates that the person named in it is allowed to stay indefinitely in the UK, or has no time limit on their stay in the UK.
- A passport or other travel document endorsed to show that the holder is exempt from immigration control, is allowed to stay indefinitely in the UK, has the right of abode in the UK, or has no time limit on their stay in the UK.
- An Immigration Status Document issued by the Home Office or the UK Border Agency to the holder with an endorsement indicating that the person named in it is allowed to stay indefinitely in the UK or has no time limit on their stay in the UK, **when produced in combination with** an official document giving the person's permanent National Insurance Number and their name issued by a Government agency or a previous employer.
- A full birth certificate issued in the UK which includes the name(s) of at least one of the holder's parents, **when produced in combination with** an official document giving the person's permanent National Insurance Number and their name issued by a Government agency or a previous employer.

- A full adoption certificate issued in the UK which includes the name(s) of at least one of the holder's adoptive parents **when produced in combination with** an official document giving the person's permanent National Insurance Number and their name issued by a Government Agency or a previous employer.
- A birth certificate issued in the Channel Islands, the Isle of Man or Ireland, **when produced in combination with** an official document giving the person's permanent National Insurance Number and their name issued by a Government agency or a previous employer.
- An adoption certificate issued in the Channel Islands, the Isle of Man or Ireland, **when produced in combination with** an official document giving the person's permanent National Insurance Number and their name issued by a Government agency or a previous employer.
- A certificate of registration or naturalisation as a British Citizen, **when produced in combination with** an official document giving the person's permanent National Insurance Number and their name issued by a Government agency or a previous employer.
- A letter issued by the Home Office or the UK Border Agency to the holder which indicates that the person named in it is allowed to stay indefinitely in the UK **when produced in combination with** an official document giving the person's permanent National Insurance Number and their name issued by a Government agency or a previous employer.

#### **List B**

- A passport or travel document endorsed to show that the holder is allowed to stay in the UK and is allowed to do the type of work in question, provided that it does not require the issue of a work permit.
- A Biometric Immigration Document issued by the UK Border Agency to the holder which indicates that the person named in it can stay in the UK and is allowed to do the work in question.
- A work permit or other approval to take employment issued by the Home Office or the UK Border Agency **when produced in combination with** either a passport or another travel document endorsed to show the holder is allowed to stay in the UK and is allowed to do the work in question, or a letter issued by the Home Office or the UK Border Agency to the holder or the employer or prospective employer confirming the same.
- A certificate of application issued by the Home Office or the UK Border Agency to or for a family member of a national of a European Economic Area country or Switzerland stating that the holder is permitted to take employment which is less than six months old **when produced in combination with** evidence of verification by the UK Border Agency Employer Checking Service.
- A residence card or document issued by the Home Office or the UK Border Agency to a family member of a national of a European Economic Area country or Switzerland.
- An Application Registration Card issued by the Home Office or the UK Border Agency stating that the holder is permitted to take employment, **when produced in combination with** evidence of verification by the UK Border Agency Employer Checking Service.

- An Immigration Status Document issued by the Home Office or the UK Border Agency to the holder with an endorsement indicating that the person named in it can stay in the UK, and is allowed to do the type of work in question, **when produced in combination with** an official document giving the person's permanent National Insurance Number and their name issued by a Government agency or a previous employer.
- A letter issued by the Home Office or the UK Border Agency to the holder or the employer or prospective employer, which indicates that the person named in it can stay in the UK and is allowed to do the work in question **when produced in combination with** an official document giving the person's permanent National Insurance Number and their name issued by a Government agency or a previous employer.

## **CONCLUSION**

### **42 ALTERATIONS AND ADDITIONS**

- 42.1 Provisions of the Handbook may be altered by the Company as occasion requires or as legislation demands. Such legislative changes as are mandatory on the Company will be deemed to take effect as at the effective date of the legislation. However, the terms of any other proposed alteration or addition will be discussed as appropriate and posted on the Notice Board.

### **43 BREACH OF PROVISIONS**

- 43.1 Any breach of these provisions or any misconduct not specifically mentioned herein may be dealt with by the disciplinary procedure. The taking of disciplinary action by the company does not preclude the possibility of action in Civil or Criminal Court, whether initiated by the Company, the individual or the Civil Authorities.

### **44. NOTICE BOARDS**

- 44.1 It is your duty to read all notices on the official Notice Boards, and to comply with their requirements insofar as they relate to Main Terms and Conditions of Employment. Alleged ignorance of any notice will not be accepted as an excuse of non-compliance

We hope that is Handbook helps you to understand they way in which the Company works and your role within it. However, if any of the above items should be unclear or you have any questions to realise, please do not hesitate to do so with your immediate Supervisor.