

**HERRING  
PLANT HIRE LTD.**



# **HERRING PLANT HIRE**

# **EMPLOYEE HANDBOOK**

## Foreword

Herring Plant Hire is a private, family-owned Company which commenced trading in 2001.

You are now an important member of a close-knit workforce where loyalty, honesty, integrity and all other traditionally valued personal traits provide the background to a successful, rapidly growing business.

Quality of service is at the forefront of all our activities, and we constantly strive to excel on every front, including sourcing high quality equipment, offering first class service and excellent customer support.

Health & Safety is of paramount importance, and we will ensure a systematic approach to identifying hazards, assessing the risks, determining suitable and sufficient control measures and inform employees of the correct procedures needed to maintain a safe working environment.

The achievement of our business goals is dependent on every individual within the Company embracing this outlook. The individual should strive to be the best of their ability to consistently uphold these values and make the commitment to succeed in personal attainment to the same high standard.

We commit ourselves to our staff from the outset, providing considerate and compassionate care during the period of employment and in return, have high performance expectations from each employee.

This handbook, which should be kept safely by the employee, provides you with a general overview of our policies, conditions of employment and code of conduct.

Signed by the Directors of Herring Plant Hire

2023

## **Employer commitment**

We accept our responsibility to our workforce, including the provision of a happy and safe work environment physically, mentally and morally.

We hold ourselves available to each individual employee directly to provide help and advice on any work or personal matters and to listen to grievances in relation to work or the workplace.

## **Employee commitment**

We are committed to maintain an appropriate standard in our workplace as contained within this handbook and expect all our employees to respect and conform to this ethos. We understand that our employees may have different experiences, skill sets and personal backgrounds which all are welcome at Herring Plant Hire.

Conduct expected of employees includes suitable appearance, including an appropriate dress code, and to be honest and truthful. Smoking on outdoor farm areas only is permissible, however this must be in such areas where it would be deemed to be safe. The Company does not allow recreational drugs in any circumstance. Any breach of these requirements may result in disciplinary action.

We are an equal opportunities employer and do not discriminate on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

## **Responsibility for the Staff Handbook**

Everyone should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives. Management must ensure all staff understand the standards of behaviour expected of them and take action when behaviour falls below those requirements.

## **Personal details, home address and next of kin**

The Group Office and Administration team are responsible for maintaining up-to-date details of the home address, next of kin and emergency contact telephone numbers of each member of our staff.

We will request this information when you start work and you should advise of any changes immediately. Information is held in confidence and used in accordance with our Data Protection Policy.

## **About this Handbook**

This Handbook has been drawn up by the Company to provide you with information on employment policies and procedures. It is important for you to read the Handbook carefully as this, together with your Statement of Main Terms & Conditions of Employment, sets out your Contract of Employment (unless stated otherwise). You should familiarise yourself with it and comply with it at all times. Any questions you may have with regard to its contents or what you have to do to comply with it should be referred to your Line Manager.

The information covers a wide range of subjects relating to your employment and in the event that information in this Handbook conflicts with terms and conditions as stated in your Statement of Main Terms and conditions of Employment, your Statement of Main Terms & Conditions of Employment will take precedence.

If you have any questions or if any part of the Handbook is unclear to you, please do not hesitate to raise any queries with your Line Manager, Administration team or Managing Director.

You agree that by signing this Handbook you have read, understood and are willing to abide by all the Company's terms and conditions.

For the avoidance of doubt, the terms and conditions contained within this handbook are not contractual (unless stated otherwise) and the Company reserves the right to amend, vary or revoke the terms of this Handbook in part or in whole at any time and shall advise you if such changes are to be implemented beforehand. The company rules and processes which are stipulated in detail within this document are those that are to be followed by all employees.

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## **SECTION 1: GENERAL POLICIES**

### **1. Dress Code Policy**

- 1.1 Our employees represent us whenever they meet customers and suppliers, and we would ask that your appearance should be clean, smart and professional at all times. We encourage everyone to maintain an appropriate standard of dress and personal appearance at work. The purpose of our dress code is to establish basic guidelines on appropriate clothing and appearance at our workplace, so that we:
- promote a positive and professional image;
  - respect the needs of men and women from all cultures and religions;
  - make any adjustments that may be needed because of disability;
  - take account of health and safety requirements; and
  - help employees and managers decide what clothing is appropriate to wear to work.
- 1.2 All clothing is to be provided by the employee with the exception of PPE.
- 1.3 Management are expected to maintain appropriate work attire at all times except if a specific task permits otherwise. Safety shoes must be worn by all employees when required with no trainers or open toe shoes permitted in H&S restricted areas.
- 1.4 Employees who have been given a uniform or name badge should wear them at all times whilst on Company business. Uniforms must be kept presentable. Management are responsible for ensuring that this dress code is observed and that a common-sense approach is taken to any issues that may arise. Any enquiries regarding the operation of the dress code (including whether an article of clothing is suitable to wear to work) should be made to the Administration Office.
- 1.5 Any personal protective and/or health and safety equipment that is issued by the Company must be worn at the relevant time. Failure to wear this equipment or comply with the Dress Code Policy may result in disciplinary action.
- 1.6 We will review our dress code periodically to ensure that it reflects appropriate standards and continues to meet the Company and employees' needs.

### **2. Timesheets**

- 2.1 All site based employees are required to complete timesheets and ensure they are signed by the client. The client signed timesheets are used for the purposes of timekeeping and payroll. Local site rules may apply.
- 2.2 It is important that we are aware of when you are at your place of work and indeed at what time as it assists the Company / Client in monitoring individual presence for health and safety purposes, working time directive and can also be used as a fire register.
- 2.3 Any failure to comply with the requirement to complete client signed timesheets may result in disciplinary action.

### **3. Car parking**

3.1 The Company provides car parking facilities for use by customers and employees. Cars must be parked sensibly, and the Company does not accept liability for damage or loss to employees' private vehicles while parked at the company premises or on a client's site.

### **4. Food and Drink Facilities**

4.1 These facilities are provided for the convenience of all employees. Please ensure that all facilities are left in a clean and tidy condition after use. Care must be taken when using hot/electrical equipment and you must adhere to all health and safety rules concerning their use.

4.2 Please note that for health and safety reasons personal portable electrical appliances must not be brought on to the premises.

### **5. Flexi-Time Working**

5.1 The Company's core hours are between 8.30am – 4.00pm, Monday to Friday. Other hours of work are dependent upon the site rules when working on a client's site. Additional hours may be required to fulfil operational needs.

5.2 Different business premises may have different starting and finishing times please check with the appropriate management on site for details.

5.3 Some employees may have a slightly amended working pattern which has been agreed with them separately. Should you wish to request a change to your working pattern, all such requests must be made to the relevant Managing Director. The Company is under no obligation to agree to such requests and will consider each request upon its merits.

### **6 Flexible Working Policy**

#### **6.1 About this Policy**

6.1.1 This Flexible Working Policy gives eligible employees an opportunity to request a change to their working pattern in accordance with statutory requirements.

6.1.2 We will deal with flexible working requests in a reasonable manner and within a reasonable time. In any event, the time between making a request and notifying you of a final decision (including the outcome of any appeal) will be less than three months unless we have agreed a longer period with you.

6.1.3 This policy does not form part of your contract of employment, and we may amend it at any time.

#### **6.2 Eligibility**

6.2.1 To be eligible to make a flexible working request, you must:

- be an employee;



- have worked for us continuously for at least 26 weeks at the date your request is made; and
- not have made a flexible working request during the last 12 months (even if you withdrew that request).

### **6.3 What is a flexible working request?**

6.3.1 A flexible working request under this Policy means a request to do any or all of the following:

- to reduce or vary your working hours
- to reduce or vary the days you work
- to work from a different location (for example, from home).

### **6.4 Making a flexible working request**

6.4.1 Your flexible working request should be submitted to your Line Manager in writing and dated. It should:

- state that it is a flexible working request;
- explain the change being requested and propose a start date;
- identify the impact the change would have on the business and how that might be dealt with; and
- state whether you have made any previous flexible working requests.

### **6.5 Meeting**

6.5.1 We will arrange a meeting at a convenient time and place to discuss your request. You may, if you wish, be accompanied at the meeting by a colleague of your choice. They will not be entitled to answer questions on your behalf or act as an advocate.

6.5.2 We may decide to grant your request in full without a meeting, in which case we will write to you with our decision.

### **6.6 Decision**

6.6.1 We will inform you in writing of our decision as soon as possible after the meeting.

6.6.2 If your request is accepted, we will write to you with details of the new working arrangements and the date on which they will commence. You will be asked to sign and return a copy of the letter.

6.6.3 If we cannot immediately accept your request, we may require you to undertake a trial period before reaching a final decision on your request.

6.6.4 Unless otherwise agreed, changes to your terms of employment will be permanent.

6.6.5 We may reject your request for one or more of the following business reasons:

- the burden of additional costs;

- detrimental effect on ability to meet customer demand;
- inability to reorganise work among existing employees;
- inability to recruit additional employees;
- detrimental impact on quality;
- detrimental impact on performance;
- insufficiency of work during the periods that you propose to work; or
- planned changes.

This list is not exhaustive, and we may reject your request simply because we believe it is not in the best interests of the Company.

6.6.6 If we are unable to agree to your request, we will write to inform you. We will also set out the appeal procedure.

## **6.7 Appeal**

6.7.1 You may appeal in writing within 14 days of receiving our written decision. This includes a decision following a trial period.

6.7.2 Your appeal must be dated and must set out the grounds on which you are appealing.

6.7.3 We will hold a meeting with you to discuss your appeal. You may bring a colleague to the meeting.

6.7.4 We will tell you in writing of our final decision as soon as possible after the appeal meeting, including reasons. There is no further right of appeal.

## **7. Remuneration**

7.1 At the relevant payment interval, you will receive a payslip giving details of all payments and deductions e.g., gross pay, National Insurance contributions, etc.

7.2 You will receive a P60 each year detailing earnings and payment of Income Tax and National Insurance contributions. You should keep this in safe place.

7.3 If you are overpaid for any reason you are required to notify your Line Manager. The amount of overpayment will normally be deducted from the following payment but if this would cause hardship, alternative arrangements to repay may be made. Any failure to report an overpayment may result in disciplinary investigation.

## **8. Trade Union Membership and Recognition**

8.1 The Company recognises your right either to join or not to join a trade union of your choice.

8.2 The Company has no recognition agreement with any union and as a result no paid union officials will be allowed on the premises except for the purpose of representation at a disciplinary, dismissal or individual grievance meeting or any associated appeal meeting.

## **9. Rights of Search**

- 9.1 The Company has a contractual right of search in order to combat misappropriation of Company or client's property, stock losses, or if the Company genuinely believes that drugs or any illegal substances are on the premises. The right of search is to address problems relating to the above issues.
- 9.2 As an employee of the company, you also agree to all local client site rules and policies regarding random or with cause stop and search requests.
- 9.3 Under the rights of search procedure, the Company may carry out random checks on the identity, person, and property (including vehicles) of employees at any time whilst they are on Company premises or business. It is understood that such checks in themselves do not imply suspicion in relation to the individual concerned.
- 9.4 You may be asked to remove the contents of your pockets, bags, vehicle, etc., and you will have the right to be accompanied by a third party who is on the premises at the time of search.
- 9.5 If a personal search is deemed to be necessary, you will be entitled to be searched by a member of the same sex.
- 9.6 Any refusal to comply with this Policy (or clients site policies) will be regarded as a refusal to carry out a reasonable instruction and will normally result in a disciplinary investigation which may or may not lead to dismissal.
- 9.7 The company reserves the right to call the Police for assistance at any stage.

## **10 Health & Safety Policy**

### **10.1 General Statement of Policy**

- 10.1.1 Herring Plant Hire Ltd. is committed to ensure the Health and Safety of all personnel working for or on behalf of the Company, and all others who may be affected by the activities of the Company. This Policy is written with guidance provided by the Health & Safety Executive (HSE) and is in compliance with the Health & Safety at Work etc. Act 1974.
- 10.1.2 It is our individual responsibility, together with the Company Management, to ensure that our working environment is safe, without significant risks and meets the appropriate statutory requirements. All levels of management and employees have a vital role in the implementation of our health and safety programme and their personal co-operation is essential to its success.
- 10.1.3 It is our policy to:
- Prevent accidents, injuries and cases of work related illnesses.
  - Identify and eliminate or provide adequate control of the health and safety risks arising from our work activities.
  - Provide and maintain all necessary plant and equipment in a safe working condition.

- Ensure the safe transport, handling, use and disposal of materials and substances.
- Provide information, instruction and supervision for employees and, where appropriate, others who may be affected .
- Ensure all employees are competent to do their tasks, and to give them adequate instruction.

10.1.4 Company management, together with individual supervisors and employees, have specific responsibilities for implementing and monitoring this Safety Policy, to ensure all statutory obligations appropriate to our business are met at all times and ensuring that health and safety considerations are always given priority in planning and day-to-day supervision of work.

10.1.5 The company will ensure that the necessary resources and funds are available to meet these health and safety requirements, and that the facilities exist for effective consultation between management and employees on matters of Health and Safety.

10.1.6 Martin Herring, Director, is the person having particular responsibility for health, safety and welfare and will review this policy as appropriate in line with changes in health and safety legislation, Approved Codes of Practice and Guidance Notes applicable to the company's activities.

10.1.7 The Company will make arrangements to provide each employee with access to a copy of the Company's Health and Safety Policy and a copy of this statement will be displayed prominently in all workplaces.

10.1.8 All employees must contribute to safety by complying with all associated statutory Regulations Company safety rules and procedures, and customer site safety rules. Neglect of health and safety requirements will be regarded as a serious matter and may invoke the disciplinary procedure.

10.1.9 The Company commits to monitor and review the Company's Health & Safety performance and objectives against this policy on an annual basis, and to implement any improvements this review should identify.

## **10.2 Health & Safety Arrangements**

10.2.1 The following section details the practices and procedures employed by Herring Plant Hire Ltd. to discharge its duties under the Health & Safety at Work Act 1974 and meet the aims of the Company's Health & Safety policy.

### **10.2.2 The CDM Regulations & Activities on sites operated by Client's**

10.2.3 The Construction, Design & Management Regulations 2015 places added management duties on companies within the construction industry. Herring Plant Hire Ltd., when so appointed by the client or Principal Contractor, will carry out the duties of Contractor or Sub-Contractor as defined by the regulations in a manner that ensures compliance.

10.2.4 Whether the regulations apply to a contract or not the Company consider good management practice and competent supervision to be of paramount importance throughout all contracts.

10.2.5 The principal work of the Company is carried out on behalf of our clients, on sites or premises either owned by, or under the control of those clients. In these situations employees working at these sites shall be subject to the Health & Safety rules and procedures of the client or of the site in question. These will typically include:

- Fire Safety and Emergency Procedures;
- Accident Reporting Procedures and First Aid Arrangements;
- Personal Protective Equipment;
- Site vehicle and pedestrian traffic rules.

10.2.6 To this end prior to commencing any work on a new contract the Company shall establish with the client what, if any, specific site rules apply to the activities to be carried out by the Company, and what arrangements are in place for the induction of contractors on site. The Company shall then arrange for all employees to assigned to the job to undergo a site induction in these arrangements as per the client's own procedures.

10.2.7 In addition, where required by the client, the Company shall submit risk assessments and/or method statements for review and approval by the client prior to commencing work on site.

#### **10.2.8 Risk Assessments**

10.2.9 The Company acknowledges its responsibility and duty, under the Health & Safety at Work Act 1974, to ensure that our working environment is safe and without significant risks, and therefore undertake suitable assessment of risks in accordance with the Management of Health & Safety at Work Regulations 1999.

10.2.10 All activities carried out both on Company premises and on client's sites will be subject to a Risk Assessment to identify and implement the necessary controls, both physical and procedural, to maintain adequate control of risks.

10.2.11 The Risk Assessments shall be prepared using standard generic formats developed in accordance with the above regulations, and their associated Approved Code of Practice and Guidance. The assessment determines the level of risk by taking into account the severity of the potential hazard, the complexity of the task and how often the task is to be carried out. From this assessment the necessary control measures, safe methods of work and/or protective equipment can be determined.

#### **10.2.12 Accidents at Work**

10.2.13 All accidents occurring on Company premises or involving Company personnel or activities on client's sites, shall be recorded by the Company using the Company's own Accident Report form which can be obtained from the Administration Team and reported to Company management so they can be investigated accordingly.

10.2.14 Where required by the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) such accidents shall be reported to the HSE.

10.2.15 In general the following must be reported to the appropriate authorities under law: -

- Any death or major injury
- Any reportable occupational diseases
- Any injury that results in an employee being absent from work for more than seven days or unable to carry out their normal duties for more than seven consecutive days
- Any reportable dangerous occurrences
- A more detailed summary of such reportable injuries, dangerous occurrences and reportable diseases can be obtained from the Administration Team.

10.2.16 In addition, all incidents occurring on client's sites shall also be reported to the client to allow them to record and investigate the incident in accordance with their own reporting procedures.

10.2.17 Records of all accidents, and those of any subsequent investigations, shall be retained by the Company for a minimum of five years after the incident has occurred.

#### **10.2.18 First Aid Arrangements**

10.2.19 The Health & Safety (First Aid) Regulations 1981 requires that all employers make adequate provision for first aid in respect of its employees.

10.2.20 To this end, when working on client's sites Company employees are subject to the First Aid arrangements of the client, to be provided by the client/principal contractor as required by the Health & Safety (First Aid) Regulations 1981, and its Approved Code of Practice and Guidance: First Aid at Work L74. Details of the specific arrangements in place shall be determined by Company management prior to commencing work, and shall be included in the relevant site induction that all Company employees will undergo.

10.2.21 On company premises, and where a client does not provide the necessary first aid arrangements, appropriate arrangements will be made for the provision of first aid in accordance with the above regulations.

#### **10.2.22 Fire Precautions & Emergency Procedures**

10.2.23 On company premises a Fire Risk Assessment shall be carried out on the premises as per the Regulatory Reform (Fire Safety) Order 2005, and appropriate control systems and emergency procedures prepared accordingly. This assessment shall be reviewed on an annual basis, or if there is a significant change to the workforce, the premises or to the hazards to which the workforce may be exposed.

10.2.24 For activities carried out on client's sites then the risks of fire, where present, shall be included in the relevant risk assessments and method statements for those activities, along with appropriate control systems and emergency procedures where necessary, and provided to the client to incorporate into their own fire risk assessments and procedures. At these locations, Herring Plant Hire employees shall, in the event of a fire, follow the emergency procedure for that location.

10.2.25 Staff shall receive all necessary training in these systems and procedures, either as part of their Company induction, or as part of the client's own site induction. All fire safety equipment, under the control of the Company, shall be routinely tested and inspected as required by relevant legislation and industry standards, and staffed provided with instruction in its use.

#### **10.2.26 Manual Handling**

10.2.27 It is the Company Policy that all Manual Handling Operations shall be avoided wherever possible, or appropriate mechanical systems or aids employed as necessary. Where this is not possible then any Manual handling operations are assessed as part of the standard risk assessment process as described in section 2. above, to ensure that such operations meet the requirements of the Manual Handling Operations Regulations 1992 (as amended).

10.2.28 In the event that the initial assessment identifies specific operations as having a significant risk then a manual handling risk assessment shall be carried out on those operations and a safe method of work identified and included in the method statement. Any training requirements shall also be identified by this process.

10.2.29 The risk assessment shall be carried out in line with the above regulations and their associated guidance, Manual Handling: Guidance on Regulations L23, and shall cover all areas of the operation including load, task, environment and individual.

10.2.30 Guidance on safe manual handling techniques and use of mechanical handling aids supplied is provided in Appendix B of this policy.

#### **10.2.31 Control of Substances Hazardous to Health**

10.2.32 It is Company policy to avoid, where reasonably practicable, exposure of employees, or other individuals who may be affected by the Company's activities, to any substances classified as hazardous to health. To this end assessments shall be carried out on all substances used by the Company and its employees in the performance of its business, as per the Control of Substances Hazardous to Health (COSHH) Regulations 2002.

10.2.33 The COSHH Assessments shall be prepared using the Company's COSHH assessment form. This has been designed in accordance with the above regulations and their associated Approved Code of Practice and Guidance Notes L5, and shall detail the following:

- Identification of hazardous substances;
- Assessment of risks;
- Control measures required;
- Emergency Actions;
- Health surveillance required;
- Instruction, information and training to be provided to employees.

10.2.34 Information to support the completion of these assessments is obtained primarily from the Material Safety Data Sheet (MSDS) for the substance in question. It is the responsibility of those ordering such products to obtain a MSDS from the manufacturer/supplier (who have a legal duty to supply this information).

10.2.35 Other sources of information may be used, including product labelling, chemical information websites and literature or safety related websites, as well as direct job related experience.

10.2.36 Completed assessments are placed in the Company COSHH file, which is held in the main Company office, and which also contains a substance inventory, listing all substances used by the Company at that location. Copies of this file and its assessments shall be made available to employees as required.

10.2.37 Only those chemicals and substances listed in the substance inventory should be used, and only for the purposes they are specified for. Where necessary detailed training in the use of specific chemicals will be provided and records of such training maintained by the Company. Any new substance introduced by the Company must undergo this assessment process before it can be used.

#### **10.2.38 Control of Noise at Work**

10.2.39 The Company recognises its responsibility under the Control of Noise at Work Regulations 2005, to protect its employees from exposure to excessive noise levels that may result in damage to an individual's hearing. It also acknowledges the duties placed on it by the above regulations. To this end:

- The Company shall, as part of its standard risk assessment processes, make a preliminary assessment of noise exposure for any activities that may result in high levels of noise to determine if there is any potential risk to employee's health and safety resulting from this exposure.
- If such a risk is identified then the Company shall seek external specialist advice to determine the level of risk and, where necessary, to identify means of reducing the risk or controlling exposure, as required by the Control of Noise at Work Regulations 2005.
- Where such control measures are required the Company shall, where reasonably practicable, preferentially employ physical or engineering based measures to reduce or control exposure. Personal Protective equipment shall only be used as a last resort.

#### **10.2.40 Control of Vibration at Work**

10.2.41 The Company recognises its responsibility under the Control of Vibration at Work Regulations 2005, to protect its employees from exposure to excessive levels of vibration in their day to day work activities, and the duties placed upon it by these regulations. To this end:

- As part of the standard risk assessment process, then for any activities that may expose employees to high levels of vibration, a preliminary assessment shall be made to determine if there is any potential risk to employee's health and safety resulting from this exposure.



- If such a risk is identified then the Company shall seek external specialist advice to determine the level of risk and, where necessary, to identify means of reducing the risk or controlling exposure, as required by the Control of Vibration at Work Regulations 2005.
- Where such control measures are required the Company shall, where reasonably practicable, preferentially employ physical or engineering based measures to reduce or control exposure. Personal Protective equipment shall only be used as a last resort.
- The Company shall take into consideration when purchasing new equipment the potential levels of vibration generated by the operation of that equipment and endeavour wherever practicable to purchase equipment that generates low levels of vibration.

#### **10.2.42 Personal Protective Equipment**

10.2.43 It is the policy of the Company to remove hazards and reduce the level of risk, where reasonably practicable, through physical and engineering controls, and safe systems of work, and to use personal protective equipment (PPE) only as a last resort.

10.2.44 General PPE requirements for employees will be dependent on the requirements of the client at the site in question, but will generally include overalls, Hi-Vis clothing, safety helmets, gloves and safety footwear as a minimum.

10.2.45 Where specific activities or locations require the use of additional PPE, this is detailed in the relevant risk assessment and/or individual site rules, and shall be provided by the Company. This includes, for example, eye or face protection, special protective gloves etc., if handling hazardous substances, or ear protection when operating equipment generating high noise levels.

10.2.46 General PPE requirements shall be communicated to staff as part of their Company/Site induction and normal job training, along with instruction in the correct use of the PPE. Specific job and/or site PPE requirements shall be communicated via the risk assessment and/or site induction.

10.2.47 Employees are required to wear the specified PPE where risk assessments, method statement or site rules require such equipment to be worn. They also have the responsibility to take reasonable care of PPE issued to them and to use it according to instructions. Any loss or defect should be reported to Company Management immediately. Any failure to wear the specified PPE where required shall be considered a breach of company safety rules and may result in disciplinary action.

#### **10.2.48 Work Equipment**

10.2.49 All working equipment employed by the Company shall be suitable for the work to be undertaken and comply with the Provision and Use of Work Equipment Regulations 1998 (PUWER) and, where applicable, the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER). As such, where these regulations, together with their Approved Codes of Practice, require equipment to be maintained, tested and inspected to specific standards then the necessary maintenance, testing and inspection shall be carried out. In addition test and

inspection standards recommended by manufacturer's and relevant industry governing bodies are also maintained where appropriate.

10.2.50 Responsibility for ensuring that equipment is properly maintained in accordance with the regulations above lies with Martin Herring, Director. Inspection and certification of equipment to the standards specified in the above regulations, ACoP's and industry standards is carried out either internally by the Company's own employees, where they have received the necessary training/instruction to carry out such inspections, or by external specialist contractors. All Inspection and Certification documentation for equipment is held by the Company at its main office.

10.2.51 The general day to day maintenance of equipment shall be conducted by the individual employee using the equipment. They shall also be responsible for conducting any pre-use daily or weekly checks and inspections, and reporting any faults and failures to Company Management.

10.2.52 Where a contract requires the use of a specialised item of equipment that must be hired then the Company shall only use reputable hire companies that supply equipment with all necessary inspection and test certification. Responsibility for ensuring such companies are used and that all necessary certification is obtained lies with Martin Herring. If no certification is available the company will not hire equipment. The Company shall also ensure that employees are suitably trained and qualified to operate such equipment, or shall engage suitably qualified sub-contractors to operate said equipment.

#### **10.2.53 Electricity at Work**

10.2.54 The Company will ensure compliance with the Electricity at Work Regulations 1989, and all of its associated guidance, in all of its operations for the health and safety of its employees and others who may be affected by their undertaking. To this end the Company will ensure that:

- Any installations, repairs or alterations carried out by the Company will be performed by a suitably trained and qualified electrician;
- Work involving electrical equipment or electricity in any way is properly assessed as part of the individual risk assessment;
- Any electrical hand tools and portable appliances used by the Company shall be connected to electrical systems by means of correct sockets and plugs, and are properly protected from adverse weather conditions where appropriate;
- All electrical hand tools and portable appliances will be inspected visually prior to use and any defective equipment removed from service until repaired or replaced;
- All electrical hand tools and portable appliances owned by the Company will undergo Portable Appliance testing (PAT) on a routine basis.

10.2.55 Likewise, where said work is conducted on client's sites, the client shall ensure that:

- All electrical supplies and appliances supplied for use by the Company have been properly installed by a suitably trained and qualified electrician;

- Where required, a suitable electrical supply is provided, with correct sockets and, where appropriate, properly protected from adverse weather conditions;

### **10.2.56 Transport & Vehicles**

10.2.57 The Company supports the promotion of safe driving practises, both on the public highway and when on Company or client's premises. To this end :

- The Company will ensure all drivers are suitably trained and competent before they are allowed to drive any vehicle, company owned or otherwise, in the course of their duties;
- Where employees drive vehicles on the public highway as part their duties then the Company shall check the driving licenses of these drivers on a six monthly basis;
- All Company vehicles shall undergo regular maintenance and safety checks, and shall be serviced on a routine basis;
- Drivers of vehicles must report all faults and defects to the Company Management immediately;
- Journeys, particularly long distance ones, shall be properly planned so as to allow sufficient time, including rest stops, to complete the journey safely. Where necessary the planning should include consideration of potential road traffic issues, weather conditions and overnight stops.

10.2.58 With respect to site vehicles, which the Company hire out to clients, then:

- Employees shall not drive any specialist site vehicle without suitable training and/or current licence. The Company shall check that such training/licences are valid on an annual basis;
- It is forbidden for any person other than the driver to ride on dumpers, fork lift trucks etc., not constructed for the carriage of passengers;
- It is forbidden for any person to ride on hoists not designed for the carriage of passengers;
- Vehicles must not be left running whilst unattended and if unattended they must be left in a safe position.

### **10.2.59 Working at Heights**

10.2.60 The Company will ensure that all its work is in compliance with the Work at Height Regulations 2005 (as amended), and all of its associated guidance, in all of its operations for the health and safety of its employees and others who may be affected by their undertaking. To this end the Company will ensure that:

- Working at heights is avoided so far as is reasonably practicable;

- Where such work is unavoidable it shall be properly assessed, planned and organised as part of the risk assessment and method statement;
- It shall employ equipment and/or other measures so as to prevent falls, or where the risk of a fall cannot be removed, such equipment and/or measures so as to minimise the distances and consequences of a fall should one occur;
- The risk assessment shall, where appropriate, take account of weather conditions that could endanger health and safety;
- Those involved in carrying out the work are suitably trained and competent;
- The place where the work is done is safe;
- The equipment used is appropriately inspected;
- The risks from falling objects are properly controlled.

10.2.61 In practice, the principal work of the Company does not involve any significant work at height, other than for access to site vehicles. To this end the Company shall use vehicles fitted with appropriate access systems that either remove the need to work at height or provide a means of safe access to the necessary areas of the vehicle.

#### **10.2.62 Sub-Contractors**

10.2.63 Before engaging a Sub-Contractor, either to provide a service in support of Company operations or to carry out work on specific projects the Company Management shall assess the sub-contractor and ensure that their procedures, operations and personnel are suitably qualified and competent to carry out the necessary work in accordance with this Policy and the Health & Safety at Work Act 1974.

10.2.64 This assessment shall generally take the form of requesting from the proposed Sub-Contractor documented evidence of their competency to carry out the proposed work, for example by providing information on employee qualifications and experience, working practices etc. Furthermore the Company will require all proposed Sub-Contractors to demonstrate that they have sufficient and appropriate insurance in place.

10.2.65 Prior to commencing work the Sub-Contractor will be provided with a copy of this policy and asked to sign a declaration stating that they are conversant with the Health & Safety at Work Act and its associated Regulations, that they understand the requirements of the Company Policy and its rules, and that they agree to work in accordance with the Act and this Policy.

#### **10.2.66 Monitoring and Audits**

10.2.67 As part of the Company's Health & Safety Management System the Company shall monitor its performance to ensure compliance with legislation and this policy. As part of this monitoring the Company undertakes a programme of inspections and audits of Company premises, equipment and activities.

#### **10.2.68 Training**

10.2.69 All employees undergo a Company Induction programme on commencement of employment. This includes training in the Company Health & Safety Policy and its associated practices and procedures, including emergency procedures, accident reporting, first aid arrangements etc..

10.2.70 Where employees are working on client's premises, they shall also undergo a site induction, carried out by the client that shall include training in the relevant site safety and working procedures and rules, including emergency procedures, accident reporting, first aid arrangements etc..

10.2.71 Additional, specialized training is provided to employees as required to meet regulatory and business needs. Training records are reviewed on an annual basis to ensure that employees training levels meet the necessary legislative and industry standards.

10.2.72 All employee training records are held at the Company's main office.

### **10.2.73 Housekeeping and Welfare Facilities**

10.2.74 Welfare facilities are provided on Company premises in accordance with the standards required by the Workplace (Health, Safety & Welfare) Regulations 1992. Where employees are working on client's sites, then facilities will be provided by agreement with the client, either by installation of dedicated facilities for Herring Plant Hire staff, or by making arrangements with the client to use their facilities.

10.2.75 All employees are responsible for maintaining their working environment in a clean and safe condition, not only for themselves but also for other workers and persons who may be affected by the work being carried out.

10.2.76 General guidelines for good housekeeping include:

- Orderly arrangement of activities, operations and equipment;
- Provision of a definite place for each item, article or substance;
- Keeping each article or substance in its designated place or returning it if removed;
- Provision of adequate disposal arrangements of scrap, waste and surplus materials;
- General cleanliness of all work areas and equipment;
- Sufficient working spaces and adequate level passageways for safe access and egress;
- Adequate space for materials, tools and portable equipment;
- Anticipation of waste, scrap, spillage, leakage, dust, splashing and provision of some means of control;
- Only the materials required for that day to be taken to the workplace and return all surplus materials to the stores or stockpiles at the completion of the job or end of the day;

- Removing any obstruction found, do not leave it for someone else, removal and control of all sharp objects especially nails;
- Keep changing rooms, canteens, offices and all facilities clean and free of build-up of waste materials;
- Never ignore a housekeeping hazard, put it right.

10.2.77 Regular inspections will be undertaken by the Company Management to ensure housekeeping standards are maintained and welfare facilities are not misused.

### **10.2.78 Consultation and Communication**

10.2.79 The Company recognises its duties under the Health and Safety At Work Act 1974 to consult with its employees on matters of health and safety. Due to the nature of the company, with employees located on a number of client's premises, it meets these duties, and the requirements of the Health and Safety (Consultation with Employees) Regulations 1996, through the use of team briefings, and the issue of notices and memorandum as necessary.

10.2.80 As well as discussing health and safety matters and job specific issues the team briefings are also used to communicate broader Company issues when necessary, and act as a forum for employee feedback, which is communicated to Company Management.

## **11 Alcohol & Drug Abuse Policy**

### **Policy Statement**

The Company's success depends upon employee's contribution to the business. Employee health and well-being is of the utmost importance and the Company is committed to providing a safe and healthy working environment where all employees are supported to develop and utilise their skills and abilities to their full potential.

We aim to protect and maintain the health, safety and welfare of all employees who may be affected by their own or their colleagues' misuse of alcohol and drugs by reducing levels of drug abuse and related harm.

The Company recognises that employees may suffer from alcohol or drug related problems. This policy sets out the principles, within which the Company will usually manage alcohol or drug related problems at work, in accordance with the relevant legislation.

This policy and any associated documentation will be reviewed on a regular basis and the Company reserves the right to make changes as required.

### **Objectives**

The aim of this policy is to protect the health and safety of employees, customers and members of the public.

Whilst this policy sets out the Company's preferred approach to dealing with alcohol and drug related problems, it is recognised and accepted that every problem is an individual case and will occur within a specific context, and as such will be dealt with on its own merits.

The objectives of this policy are to:

1. Promote a safe working environment and reduce the harm which can be caused by the inappropriate use of alcohol, drugs, solvents and other harmful drugs;
2. Provide guidelines on acceptable and unacceptable use, and procedures relating to alcohol and drug use;
3. Provide a procedure for offering support to employees for whom alcohol and other drug abuse have become a problem, either to themselves or other people.

### **Scope**

This policy applies to all employees, including temporary, fixed term and casual workers. It also applies to contractors, agency workers, and third parties.

### **Principles**

The Company promotes a culture in which alcohol and drug abuse is not tolerated, due to adverse effects on health & safety, productivity, attendance, Company reputation, morale and employee relations.

Employees must be 'fit for work'; those employees whose inappropriate use of alcohol or drugs (either during work, during rest breaks, or, during the hours before work) is adversely affecting their work performance will be managed and where appropriate, encouraged to seek professional help.

The Company will seek to support employees with addiction problems, whilst ensuring that the health and safety of the employee, their colleagues and others' in the workplace is safeguarded.

The Company wishes to encourage a culture in which employees take responsibility for their own behaviour in relation to any alcohol or drug use and manage it responsibly in relation to the health and safety of all employees and their own work performance.

The policy will be applied fairly and consistently whilst allowing differing responses for individual circumstances.

### **Process**

#### **Limits**

The Company has clear and unambiguous limits on alcohol levels in line with legislation, which will apply whilst employees are at work. These limits are:

- the presence of drugs, other than prescription, pharmaceutical or medicinal medication which does not affect work performance or concentration; or,
- more than 29 milligrams of alcohol in 100 millilitres of blood; or,
- more than 13 micrograms of alcohol in 100 millilitres of breath; or,
- more than 39 milligrams of alcohol in 100 millilitres of urine.

As a minimum standard, whilst on Company premises, during working time (including rest breaks), it is unacceptable to:

- Be in possession of any illegal drugs;
- Attempt to supply or purchase any illegal drugs;

- Be involved in the production of any illegal drugs;
- Be under the influence of any illegal drugs;
- Consume alcohol on Company premises;
- Smell of alcohol whilst on duty;
- Attempt to report for work or be unfit for work due to alcohol or drug consumption. Alcohol consumption in the hours leading up to work is tolerated provided the employee is 'fit for work' at the start of shift (subject to specified limits).

Limits on alcohol consumption should not be taken to imply that consumption to this level is encouraged. However, the Company acknowledges that certain levels are reasonable, provided behaviour or ability is not impaired or safety compromised.

Employees are encouraged to:

- Take responsibility for monitoring the effect of alcohol on themselves;
- Know their own tolerance levels / limits;
- Understand that on average, the human body rids itself of one unit of alcohol per hour and therefore employees should adapt drinking patterns according to shift start times.

Breaches of the limits set out in this policy may be deemed as Gross Misconduct and subject to disciplinary action in accordance with the Disciplinary policy. Action may be taken up to and including summary dismissal from the Company.

### **Legal / Prescription Pharmaceuticals**

Where employees are prescribed medicines or are taking non-prescription over-the-counter medicines they must take steps to understand the effect these drugs may have upon their performance. Care should be taken to read any packaging, instruction and contraindications. Where an employee is unsure as to whether their ability may be affected, advice should be sought from a qualified person (Doctor, Pharmacist or Occupational Health).

It is the employee's responsibility to advise their manager if they are taking any medication that:

- May cause drowsiness or effect the employee's alertness;
- Should not to be consumed if driving a motor vehicle or operating machinery;
- They believe may affect their work performance in any way.

Employees that fail to advise management may be subject to disciplinary action in accordance with the Disciplinary policy. Action may be taken up to and including summary dismissal from the Company.

### **Working Off-Site**

Employees working at Client's sites should comply with their Alcohol and Drug Abuse policy.

The limits described in this policy also apply in circumstances where individuals are away from their normal place of work, e.g. training courses. Employees are responsible for ensuring that their behaviour resulting through the use of alcohol is appropriate as Company representatives. Home based employees must be fit for work during working hours.



## Social Events

Employees attending work related social events, including those outside of normal working hours are trusted to act responsibly and within the law.

The reasonable consumption of alcohol at official on-site staff functions is permitted, however employees must act responsibly and within the law.

At all work related social events, employees must avoid any actions that could result in a complaint, an act of Gross Misconduct or Misconduct, or could harm the Company's reputation. Employees must also ensure they remain 'fit for work' the following day.

## Testing

Testing may be carried out to establish levels of alcohol or drugs in accordance with the strict industry guidelines.

The count back method may be applied. For example, should an employee test below the alcohol limit but the Company can establish the employee would have been over the limit at any point during their shift, then the Disciplinary policy may be applied.

Testing will always be conducted by suitably qualified / trained personnel.

Employees will not be permitted to return to work until the test proves negative or within specified limits.

Testing circumstances:

- **Pre-employment:** prior to the employee commencing employment;
- **Post incident:** immediately after an accident, incident or 'near miss';
- **With cause:** where an employee's behaviour, conduct, demeanour or appearance gives reasonable cause for suspicion;
- **Routine:** as part of routine medical examinations;
- **Support programme:** following treatment for a dependency issue;
- **Random:** individuals selected at random;
- **Voluntary:** where an employee volunteers to be tested.

Testing methods:

- **Urine:** the most common type of test. Usually the sample is sent to a laboratory for a full alcohol and drug analysis;
- **Oral Secretion:** a swab is placed in the donor's mouth, absorbing oral fluid. Alcohol testing usually provides instant results whilst drug testing is usually sent to a laboratory for a full analysis;
- **Breath:** provides immediate results for alcohol levels. A positive result is usually followed by a second test to confirm initial findings;
- **Blood:** commonly used for drug testing and is sent to a laboratory for a full analysis;
- **Hair:** provides much long detection windows (up to 90 days) hence it is generally used to confirm abstinence for individuals undergoing treatment.

Employees will be informed what tests are being carried out and for what purpose. Employees should provide photographic proof of identification before the test begins.

Employees have the right to refuse a test. However, employees refusing to co-operate with the testing procedure may be subject to disciplinary action in accordance with the Disciplinary

policy. Action may be taken up to and including summary dismissal from the Company.

Positive results, above the limits set out in this policy, may be subject to disciplinary action in accordance with the local Disciplinary policy. Action may be taken up to and including summary dismissal from the Company.

### **Searches**

Employees may be subjected to personal searches. Employees refusing to co-operate with the search procedure may be subject to disciplinary action.

### **Education And Training**

Excessive alcohol and drug abuse can be harmful to the body and mind. Simultaneous use of alcohol and drugs can be particularly dangerous.

There are many underlying causes of alcohol and drug abuse. E.g.

- Stress (personal or work related);
- Long working hours;
- Depression;
- Low self-esteem;
- Health problems / medical conditions (including psychiatric);
- Life events (e.g. bereavement, divorce, personal relationship problems etc);
- Lifestyle choice.

There are some general signs of alcohol or drug abuse, which are variable depending on the type of drug. E.g.

#### Physical Signs

- Smelling of alcohol or something to disguise the smell of alcohol, such as strong mints or aftershave / perfume;
- General neglect of appearance including personal hygiene;
- Hand tremors, slurred speech or facial flushing, especially after rest days;
- Confusion;
- Sleepiness, vague / distant manner;
- Poor co-ordination and balance;

#### Personality Changes

- Sudden mood changes;
- Sudden changes in behaviour pattern;
- Moodiness, apathy, depression, irritability or aggression (including violence);
- Tendency to blame others for shortcomings at work and to over react to real or imagined criticism;
- Paranoia;

#### Absenteeism and Timekeeping

- Poor timekeeping;
- Poor attendance, particularly after / before rest days;
- Prolonged meal breaks;
- Unexplained absences;

#### Reduced Work Performance

- Increase in accidents;
- Increase in mistakes / errors;
- Periods of very high and very low energy or productivity;
- Reduced quality / quantity of work;
- Difficulty concentrating or following instructions;
- Missed deadlines / appointments;

#### Relationships

- Poor relationships with colleagues.

This list is not exhaustive.

The above signs may also be caused by other factors.

The Company wishes to demonstrate a continuing commitment to awareness training and other education regarding alcohol and drug abuse.

#### **Dependency**

All employees are encouraged to inform their manager of any alcohol or drug dependency problems before it starts to affect performance.

In addition, all employees are encouraged to seek professional help if they have any issues with alcohol or drug dependency.

The Company will seek to support employees with addiction problems, provided they:

- Admit their dependency;
- Cooperate with the Company;
- Have not committed an act of Misconduct or Gross Misconduct;
- Agree to a programme of support.

Deliberate disregard of the policy or declining support may result in a less tolerant / sympathetic approach.

Each programme of support will be individual, however, in general terms, addiction problems will be treated constructively and as far as is reasonable, sympathetically, in the same way as other health problems. Employees may be permitted time off for rehabilitation programmes, counselling and medical treatment. Testing may still take place.

However, if individuals fail to acknowledge their problem, are positively tested, discontinue treatment or fail to comply with this policy or a subsequent programme of support, the matter may be treated as a disciplinary issue in accordance with the Disciplinary policy. Action may be taken up to and including summary dismissal from the Company.

### **Whistle Blowing**

Employees are not permitted to cover up a colleagues' potential alcohol or drug problem. Employees found to be colluding or covering up a potential issue may be subject to action taken under the Disciplinary policy. Action may be taken up to and including summary dismissal from the Company.

Employees who are aware of a potential problem with a colleague should inform his / her manager immediately to avoid any risks to health and safety. Where an employee does not feel able to confide in internal management, the Whistle blowing procedure should be applied.

### **Dealing With Breach Of Policy**

Breaches of any aspect of this policy or the limits set out in this policy, may be subject to action in accordance with the Disciplinary policy. Action may be taken up to and including summary dismissal from the Company.

Under normal circumstances, where an employee is suspected of Misconduct or Gross Misconduct, the employee may be tested (where applicable) and searched. In Gross Misconduct cases the employee may also be suspended on full pay pending further investigation and if supporting evidence is found during the investigation, summarily dismissed.

If an employee is suspected of possessing, supplying or producing illegal drugs at work the Company is required by law to notify the police.

Where any other illegal activity occurs (e.g. where an employee is under the influence of an illegal drug), the Company reserves the right to notify the police.

### **Confidentiality**

Individual cases will remain confidential to the employee's manager, and third party support services. Other members of the management team will be informed only for the purpose of health and safety compliance, rehabilitation programmes and employee support.

If third parties are involved in testing procedures / processing of results, data will be stored and processed confidentially, ensuring data is protected at all time.

In all circumstances, employee's sensitive data will be maintained in accordance with the Data Protection Regulations.

## **11 Smoke-free Policy**

- 11.1 In accordance with the Health Act 2006 and associated regulations, it is illegal to smoke in enclosed or substantially enclosed workplaces. The Company has a policy that prohibits smoking in an enclosed or a substantially enclosed workspace. This also includes commercial and pool vehicles. This policy applies to all employees and to visitors to the premises.
- 11.2 This Policy also applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.
- 11.3 Anyone using our vehicles, whether as a driver or passenger, must ensure the vehicles remain smoke-free.

- 11.4 You may only smoke outside in either areas that are deemed to be safe areas, designated areas or away from the workplace during breaks. When smoking outside, you must dispose of cigarette butts and other litter appropriately.
- 11.5 Breaches of this Policy by any employee will be dealt with under our Disciplinary Procedure and in serious cases may be treated as gross misconduct, leading to summary dismissal. Smoking in smoke-free premises or vehicles is also a criminal offence and may result in a fixed penalty fine and/or prosecution.

## **12 Redundancy Policy**

- 12.1 If a redundancy situation arises for whatever reason, the Company will take whatever steps are reasonable in an effort to avoid compulsory redundancies, for example:
- Analyse overtime requirement
  - Reduce hours
  - Lay off with Statutory Guarantee Pay
  - Ask for voluntary redundancies, or whether anyone has plans to retire or is considering a career move
  - Job sharing opportunities
- 12.2 If compulsory redundancies are necessary, employees will be involved and consulted at various meetings to discuss alternative positions, selection criteria and be given every opportunity to put forward any views of their own.
- 12.3 Employees will be given the opportunity to discuss the selection criteria drawn up. The Company reserves the right to reject any voluntary applications for redundancy if it believes that the volunteer has skills and experience that need to be retained for the future viability of the business.

## **13 Lay Off and Short-Time Working**

- 13.1 If a situation arises where there is a reduction of work, or there is any other occurrence that affects the normal running of the business, the Company has a right to either lay off without pay (other than Statutory Guarantee Pay) or implement shorter working hours. This procedure is in line with terms and conditions of employment.
- 13.2 The Company also reserves the right to select the employees best suited to carry out whatever work is available.
- 13.3 Employees will be offered alternative work wherever possible.
- 13.4 Employees who are laid off must still be available for work when necessary, since continuity of service is not affected by any period of lay off.
- 13.5 The Company will pay Statutory Guarantee Pay in accordance with the current statutory regulations.
- 13.6 Any employee who is laid off for longer than the Statutory Guarantee Pay period will be given a letter to take the relevant Government agency. Employees should then be able to sign on as temporarily unemployed, even though they will still be employed by the Company.

## **14 Training Policy**

### **14.1 Training Responsibility**

14.1.1 Day to day training is the responsibility of your Line Manager, who can call on specialised skills and knowledge within the Company and from external sources for advice on training matters.

### **14.2 Aims**

14.2.1 The aims of our training are:

- To provide induction training for all new employees, including relevant health and safety information (see Health & Safety Policy);
- To provide job specific training to all new employees and to existing employees who are changing job within the Company, including health and safety information; and
- To identify the longer-term development needs of those employees with potential to progress beyond their present job and to meet those needs when they are consistent with the needs of the Company.

### **14.3 Procedures**

14.3.1 The procedures for training are:

- A record will be kept for each employee showing the training received;
- The training records will be monitored on a regular basis and the needs checked; and
- All training programs will be monitored and revised as necessary in order to meet changing business needs.

14.3.2 The Company will provide any necessary training and, in most cases, will meet the costs involved. However, if you fail to complete the training or your employment ends within one year of completing any external training course for any reason (except redundancy), you are required to reimburse the cost of any training on a pro-rata basis to the Company. Any employees carrying out any training will be required to sign a "Training Agreement" which shall confirm the cost of any training prior to starting any external course and authorise the Company to make any deduction.

## **16 Absence / Sickness Absence Policy**

### **16.1 About this Policy**

16.1.1 This Policy sets out our arrangements for sickness absence pay and for reporting and managing sickness absence or any other absence.

16.1.2 Abuse of this Policy, including failing to report absence or falsely claiming sickness absence pay will be treated as misconduct under our Disciplinary Procedure.

## **16.2 Reporting when you are sick**

- 16.2.1 If you cannot attend work because you are sick or injured, you should telephone your Manager before 6.00am on the first day of absence. Your Statement of Main Terms & Conditions of Employment contract of employment also refers to your contractual obligations in respect of reporting any sickness absence.
- 16.2.2 Any unauthorised absence must be properly explained in the first subsequent contact and, if the absence continues, you must keep us fully informed.
- 16.2.3 This Policy applies to both short and long-term situations and you will be expected to contact the Company on a daily basis during the first week and weekly thereafter, unless certification from your GP dictates otherwise. The Company reserve the right to contact you regarding your absence at any time during this period.

## **16.3 Evidence of Incapacity**

- 16.3.1 You must complete a self-certification form for sickness absence of up to seven calendar days.
- 16.3.2 For sickness absence of more than seven calendar days you must obtain a certificate from your doctor stating that you are not fit for work, giving the reason. You must also complete a self-certification form to cover the first seven days. If sickness absence continues beyond the expiry of a certificate, a further certificate must be provided.
- 16.3.3 If your doctor provides a certificate stating that you "may be fit for work" you must inform your Line Manager immediately. We will hold a discussion with you about how to facilitate your return to work, taking account of your doctor's advice. If appropriate measures cannot be taken, you will remain on sickness absence, and we will set a date for review.

## **16.4 Statutory Sick Pay**

- 16.4.1 You may be entitled to Statutory Sick Pay (SSP) if you satisfy the relevant statutory requirements. Qualifying days for SSP are Monday to Friday, or as set out in your Statement of Main Terms & Conditions of Employment. The rate of SSP is set by the Government in April each year. No SSP is payable for the first three consecutive days of sickness absence. It starts on the fourth day of sickness absence and may be payable for up to 28 weeks.

## **16.5 Return to Work Interviews**

- 16.5.1 After a period of sickness absence, for whatever reason or period, you must complete a self-certification sickness absence form. This can be collected from the Administration team.
- 16.5.2 After a period of sickness absence (or another absence for whatever reason that is not annual leave) your Line Manager may hold a return-to-work interview with you. The purposes may include:
- ensuring you are fit for work and agreeing any actions necessary to facilitate your return
  - confirming you have submitted the necessary certificates
  - updating you on anything that may have happened during your sickness absence

- raising any other concerns regarding your sickness absence record or your return to work

## **16.6 Managing Long-term or Persistent Absence**

16.6.1 The following paragraphs set out our procedure for dealing with long-term absence or where your level or frequency of short-term absences (by reason of sickness or otherwise) has given us cause for concern. The purpose of the procedure is to investigate and discuss the reasons for your absence(s), whether it is likely to continue or recur, and whether there are any measures that could improve your health and/or attendance. We may decide that medical evidence, or further medical evidence, is required before deciding on a course of action.

16.6.2 The Company operates an absence trigger system to help management identify when absence levels are of concern to the business and may require further investigation. The absence trigger system noted below will normally involve you being invited to attend a meeting to discuss your level of absence.

16.6.3 The follow instances may be deemed a trigger:

- If you have been absent for a period of two weeks or more with no indication of a return to work within the following two weeks
- You have had three absences (whether due to sickness or otherwise), which shall include any part, half or full-day of absence in a rolling twelve-month period
- Your level of absence has reached a level of 3% in any rolling 6-month period
- Any apparent pattern of absence that gives cause for concern

16.6.4 If you reach any of the above noted triggers, further investigations will be carried out by your Line Manager (or another senior member of the Company), and you will be invited to attend a hearing. We will notify you in writing of the time, date and place of any meeting, and why it is being held. We will normally give you a week's notice of the meeting.

16.6.5 Meetings will be conducted by your Line Manager and will normally be attended by another member of staff as a minute taker. You may bring a companion to any meeting or appeal meeting under this procedure. Your companion may only be either a trade union representative or a colleague.

16.6.6 If you cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.

**16.6.7** While the Company is committed to assisting employees who are sick, support cannot be provided for an indefinite period. If it appears that it may be a long time before you are able to work again or you are unlikely to be able to work again, the Company will discuss the matters with you fully and it is possible that your employment may be terminated for incapability.

## **16.7 Disabilities**

16.7.1 If you suffer from an illness which leaves you in a mental or physical condition which falls within the definition of a disability under UK legislation, please inform the Company immediately. The Company will seek to make reasonable adjustments to your job to enable you to carry on working.



16.7.2 If you have a disability, we will consider whether reasonable adjustments may need to be made to the sickness absence meetings procedure, to your role or working arrangements.

## **16.8 Medical examinations**

16.8.1 We may ask you to consent to a medical examination by a doctor or occupational health professional or other specialist nominated by us (at our expense).

16.8.2 You will be asked to agree that any medical report produced may be disclosed to us and that we may discuss the contents of the report with the specialist and with our advisers. All medical reports will be kept confidential [and held in accordance with our Data Protection Policy].

## **16.9 Initial Absence Meeting**

16.9.1 The purposes of a sickness absence meeting or general absence meetings will be to discuss the reasons for your absence, how long it is likely to continue, whether it is likely to recur, whether to obtain a medical report, and whether there are any measures that could improve your health and/or attendance.

16.9.2 In cases of long-term absence, we may seek to agree a return-to-work programme, possibly on a phased basis.

16.9.3 In cases of short-term, intermittent absence, we may set a target for improved attendance within a certain timescale.

## **16.10 If matters do not improve**

16.10.1 If, after a reasonable time, you have not been able to return to work or if your attendance has not improved within the agreed timescale, we will hold a further meeting or meetings. We will seek to establish whether the situation is likely to change and may consider redeployment opportunities at that stage. If it is considered unlikely that you will return to work or that your attendance will improve within a short time, we may give you a written warning that you are at risk of dismissal. We may also set a further date for review.

## **16.11 Final Sickness Absence Meeting**

16.11.1 Where you have been warned that you are at risk of dismissal, and the situation has not changed significantly, we will hold a meeting to consider the possible termination of your employment. Before we make a decision, we will consider any matters you wish to raise and whether there have been any changes since the last meeting.

## **16.12 Appeals**

16.12.1 You may appeal against the outcome of any stage of this procedure. If you wish to appeal you should set out your appeal in writing to a Managing Director, stating your grounds of appeal, within one week of the date on which the decision was sent or given to you.

16.12.2 If you are appealing against a decision to dismiss you, we will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially and, where possible, by a more senior manager who has not previously been involved in the case.

16.12.3 We will confirm our final decision in writing, usually within one week of the appeal hearing (though some decisions may take longer if further investigations are required and/or the matter is particularly difficult, sensitive and/or complicated). There is no further right of appeal.

16.12.4 The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.

## **17 Annual Leave Policy**

### **17.1 Your Annual Leave Entitlement**

17.1.1 Full details of your annual leave entitlement are in your Statement of Main terms and Conditions of Employment.

17.1.2 Except as set out in this Policy, annual leave entitlement must be taken during the calendar year in which it accrues.

17.1.3 The Company will only allow outstanding annual leave to be carried over from one calendar year to another if approved by the Managing Director in the following instances:

- You have been absent on long term sick leave and have been unable to use your annual leave entitlement
- There has been a specific business emergency which has prevented you from taking your annual leave entitlement, i.e., you were specifically requested by the Company to help and support with the specific emergency
- If agreed in writing with the Company
- if otherwise required by law

17.1.4 Any additional annual leave not taken by the end of the calendar year will be lost and you will not receive any payment in lieu.

### **17.2 Taking Annual Leave**

17.2.1 Due to business requirements, there may be times in the year when the Company requires all employees to be present (peak periods). During these periods, the Company reserves the right to put an annual leave freeze in place. These periods of the year will be notified in advance to all employees before the start of the new calendar year and no annual leave will be approved for any employees until these periods have been identified.

17.2.2 In order to submit a request for annual leave, you should complete the relevant form and have the annual leave authorised by your Line Manager.

17.2.3 The Company reserves the right, on reasonable notice, to require you to take annual leave during any quiet periods.

17.2.4 All annual leave must be approved in advance by your Line Manager. You must not make travel bookings until approval has been given.

- 17.2.5 We may require you to take (or not to take) annual leave on particular dates, including when the Company is closed, particularly busy, or during your notice period. For periods when the Company is closed (such as the Christmas period), annual leave must be kept back and taken during these periods. If, for whatever reason, an individual does not have enough annual leave available to cover the period then they must take the relevant days off unpaid.
- 17.2.6 The amount of notice required is normally at least double the length of the annual leave requested. For example, if you would like one week's annual leave then you will need to request it at least two weeks beforehand.
- 17.2.7 All requests, providing they have been received in time, will be processed in date and time order.
- 17.2.8 Due to the size of the teams in the business, rules will be put in place and communicated to all employees as to how many may be allowed to take annual leave at any one time.
- 17.2.9 Holiday requests for annual leave in excess of two consecutive weeks are not permitted, unless agreed otherwise in writing by your Managing Director in advance.
- 17.2.10 In the event that the Company has to refuse an annual leave request due to business needs, the Company is not responsible for any financial commitment made by you prior to authorisation. You are therefore advised **NOT** to book holidays with tour operators, travel agents, hotels or passenger carriers etc until your annual leave request has been authorised.
- 17.2.11 At the commencement of your employment, you will be entitled to annual leave in proportion to the calendar year remaining on the date when your employment began.

### **17.3 Long-term Sickness Absence and Annual Leave Entitlement**

- 17.3.1 Annual leave entitlement continues to accrue during periods of sickness absence.
- 17.3.2 If you are on a period of sickness absence which spans two years, or if you return to work after sickness absence so close to the end of the calendar year that you cannot reasonably take your remaining annual leave, you may carry over unused annual leave to the following calendar year.
- 17.3.3 Carry over under this rule is limited to the four-week minimum annual leave entitlement under legislation (which includes bank holidays), less any annual leave taken during the calendar year that has just ended. If you have taken four weeks' annual leave by the end of the calendar year, you will not be allowed to carry anything over under this rule. If you have taken less than four weeks, the remainder may be carried over under this rule. For example, a full-time employee who has taken two weeks' annual leave plus two bank holidays before starting long-term sickness absence can only carry over one week and three days.
- 17.3.4 Any annual leave that is carried over under this rule but is not taken within 18 months of the end of the calendar year in which it accrued will be lost.
- 17.3.5 Alternatively, you can choose to take your paid annual leave during your sickness absence, in which case you will be paid at your normal rate.

## **17.4 Family Leave and Annual Leave Entitlement**

- 17.4.1 Annual leave entitlement continues to accrue during periods of maternity, paternity, adoption, parental or shared parental leave (referred to collectively in this Policy as “family leave”).
- 17.4.2 If you are planning a period of family leave that is likely to last beyond the end of the calendar year, you should discuss your annual leave plans with your Line Manager in good time before starting your family leave. Any annual leave entitlement for the year that is not taken or cannot reasonably be taken before starting your family leave can be carried over to the next calendar year.
- 17.4.3 For the avoidance of doubt this covers your full annual leave entitlement.
- 17.4.4 Any annual leave carried over should be taken immediately before returning to work or within three months of returning to work after the family leave.

## **17.5 Arrangements on Termination**

- 17.5.1 On termination of employment, you may be required to use any remaining annual leave entitlement during your notice period. Alternatively, you will be paid in lieu of any accrued but untaken annual leave entitlement for the current calendar year to date, plus any annual leave permitted to be carried over from previous years under this Policy or as required by law. You are entitled to be paid at a rate of 1/260th of your [full-time equivalent] basic salary for each day of untaken entitlement.

## **18 Time off for public duties policy**

### **18.1 Jury Service**

- 18.1.1 You should tell your line manager as soon as you are summoned for jury service and provide a copy of your summons, if requested.
- 18.1.2 Depending on the demands of our business we may request that you apply to be excused from or defer your jury service.
- 18.1.3 We are not required by law to pay you while you are absent on jury service. You will be advised at court of the expenses and loss of earnings that you can claim.

### **18.2 Voluntary Public Duties**

- 18.2.1 Employees are entitled to a reasonable amount of unpaid time off work to carry out certain public duties, including duties as a tribunal member, magistrate, local councillor, member of an NHS Trust, prison visitor, police station lay visitor or school governor.
- 18.2.2 As soon as you are aware that you will require time off for performance of a public service you should notify your Line Manager in writing, providing full details of the time off that is being requested and the reasons for your request. In order that arrangements can be made to cover your duties in your absence, you should make your request in good time.

18.2.3 Each request for time off will be considered on its merits taking account of all the circumstances, including how much time is reasonably required for the activity, how much time you have already taken, and how your absence will affect the business.

### **18.3 Reserve Forces Duties**

18.3.1 We are aware that employees who are members of the Reserve Forces (the Territorial Army, Royal Navy Reserve, Royal Marines Reserve or Royal Auxiliary Air Force) may be called-up at any time to be deployed on full-time operations, and that they are expected to attend regular training.

18.3.2 We are under no obligation to offer leave (either paid or unpaid) for reservists to undertake training and you should use existing annual leave entitlement to meet training commitments.

18.3.3 If we receive notice that you have been called-up for active service, we may apply to an adjudication officer for the notice to be deferred or revoked if your absence would cause serious harm to our business (which could not be prevented by the grant of financial assistance).

18.3.4 Once your military service has ended you may submit a written application for reinstatement to your employment. This should be made by the third Monday following the end of your military service and you should notify us of the date on which you will be available to restart your employment.

18.3.5 If it is not reasonable and practicable to reinstate you into your former employment, we will offer you the most favourable alternative on the most favourable terms and conditions which are reasonable and practicable

## **19. Disciplinary Policy & Procedure**

### **19.1 About this policy**

19.1.1 This policy is intended to help maintain standards of conduct and performance and to ensure fairness and consistency when dealing with allegations of misconduct or poor performance.

19.1.2 Minor conduct or performance issues can usually be resolved informally with your Line Manager. This procedure sets out formal steps to be taken if the matter is more serious or cannot be resolved informally.

19.1.3 This procedure applies to all employees; however, we reserve the right not to follow or to deviate from the process where appropriate.

### **19.2 Investigations**

19.2.1 Before any disciplinary hearing is held, the matter will be investigated. Any meetings and discussions as part of an investigation are solely for the purpose of fact-finding and no disciplinary action will be taken without a disciplinary hearing.

19.2.2 In some cases of alleged misconduct, we may need to suspend you from work while we carry out the investigation or disciplinary procedure (or both). Whilst suspended, you must remain ready and willing to work. While suspended, you should not visit our premises or contact any of our clients, customers, suppliers, contractors or employees, unless authorised to do so.

Suspension is not considered to be disciplinary action and is always paid as per normal employment.

### 19.3 The hearing

19.3.1 We will give you written notice of the hearing, including sufficient information about the alleged misconduct or poor performance and its possible consequences to enable you to prepare. You will normally be given copies of relevant documents and witness statements.

19.3.2 You may be accompanied at the hearing by a trade union representative or a colleague, who will be allowed reasonable paid time off to act as your companion.

19.3.3 You should let us know as early as possible if there were any relevant witnesses you would like to attend the hearing or any documents or other evidence you wish to be considered.

19.3.4 We will inform you in writing of the decision, normally within one week of the hearing though some decisions may take longer if further investigations are required and/or the matter is particularly difficult, sensitive and/or complicated.

### 19.4 Disciplinary Action and Dismissal

19.4.1 The usual penalties for misconduct or poor performance are:

- (a) **Stage 1: Verbal warning:** Where there are no other active warnings or improvement notes on your disciplinary record, you will normally receive a verbal warning or improvement note. It will normally remain active for six months.
- (b) **Stage 2: Written warning:** In case of further misconduct or failure to improve where there is an active warning on your record, you will normally receive a written warning. This may also be used without a verbal warning for serious cases of misconduct or poor performance. The warning will normally remain active for 12 months.
- (c) **Stage 2: Final written warning:** In case of further misconduct or failure to improve where there is an active warning on your record, you will normally receive a final written warning. This may also be used without a verbal warning or written warning for serious cases of misconduct or poor performance. The warning will normally remain active for 12 months.
- (d) **Stage 3: Dismissal or other action.** You may be dismissed for further misconduct or failure to improve where there is an active final written warning on your record, or for any act of gross misconduct. Examples of gross misconduct are given below (paragraph 19.7.2). You may also be dismissed without a warning for any act of misconduct or unsatisfactory performance during your probationary period.

We may consider other sanctions short of dismissal, including demotion, suspension or redeployment to another role (where permitted by your contract), and/or extension of a final written warning or improvement note with a further review period.

### 19.5 Appeals

19.5.1 You may appeal in writing within one week of being informed of the decision.

19.5.2 The appeal hearing will, where possible, be held by someone other than the person who held the original hearing. You may bring a colleague or trade union representative with you to the appeal hearing.

19.5.3 We will inform you in writing of our final decision as soon as possible, normally within one week of the appeal hearing though some decisions may take longer if further investigations are required and/or the matter is particularly difficult, sensitive and/or complicated. There is no further right of appeal.

## **19.6 Conduct**

19.6.1 Misconduct will normally result in some form of disciplinary sanction such as a warning (or any other action agreed with your Line Manager). The following are examples of matters that are normally regarded as misconduct:

- Failure to adhere to a reasonable management request (i.e., attending Company meetings within contracted hours)
- Failure to adhere to your contractual hours and break times and/any failure to be punctual
- Failure to attend work on a regular basis and/or persistently late
- Failure to be courteous, helpful and polite to all those with whom you have contact with during work
- Failure to devote all your time and attention, whilst at work, to the Company and ensure that all its property including confidential information, records, equipment, information technology, etc. is kept safe and used correctly
- Any failure to comply with all Company rules and regulations and to observe and perform all terms and conditions of your employment, as set out or referred to in your contract of employment
- Any involvement with a company, client or agent who is in direct competition with the Company without the Company's prior approval

This list is intended as a guide and is not exhaustive.

## **19.7 Gross Misconduct**

19.7.1 Gross misconduct will normally result in dismissal without warning, with no notice or payment in lieu of notice (summary dismissal).

19.7.2 The following are examples of matters that are normally regarded as gross misconduct:

- theft or fraud
- physical violence or bullying
- deliberate and serious damage to property
- serious misuse of the Company's property or name
- deliberately accessing internet sites containing pornographic, offensive or obscene material

- using threatening, blasphemous or other offensive language or conduct or gambling on Company premises
- serious insubordination
- unlawful discrimination or harassment
- bringing the Company into disrepute
- serious incapability or inappropriate conduct at work brought on by alcohol or illegal drugs
- causing loss, damage or injury through serious negligence or wilful damage
- a serious breach of health and safety rules
- a serious breach of confidence
- a material breach of your contract of employment or the terms of this handbook
- refusal of a management request
- undertaking private or personal work during working hours and/or on Company premises
- any conduct or behaviour that is disrespectful and/or not in line with the Company's ethos

This list is intended as a guide and is not exhaustive.

## **20 Grievance procedure**

### **20.1 About this procedure**

20.1.1 Most grievances can be resolved quickly and informally through discussion with your Line Manager. If this does not resolve the problem, you should initiate the formal procedure set out below.

20.1.2 This procedure does not form part of any employee's contract of employment. It may be amended at any time, and we may depart from it depending on the circumstances of any case.

### **20.2 Step 1: Written Grievance**

20.2.1 You should put your grievance in writing and submit it to your Line Manager. If your grievance concerns your Line Manager, you may submit it to your Managing Director.

20.2.2 The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that we can investigate it.

### **20.3 Step 2: Meeting**

20.3.1 We will arrange a grievance meeting, normally within one week of receiving your written grievance. You should make every effort to attend.

20.3.2 You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade



union representative, if you are a member of their trade union, or a colleague. You will not be allowed to bring a family member or personal friend to the meeting. If you are bringing a colleague, they will be allowed reasonable paid time off from duties to act as your companion but not your advocate.

20.3.3 If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.

20.3.4 We may adjourn the meeting if we need to carry out further investigations, after which the meeting will normally be reconvened.

20.3.5 We will write to you, usually within one week of the last grievance meeting, to confirm the decision (though some decisions may take longer if further investigations are required and/or the matter is particularly difficult, sensitive and/or complicated) and notify you of any further action that we intend to take to resolve the grievance. We will also advise you of your right of appeal.

## **20.4 Step 3: Appeal**

20.4.1 If the grievance has not been resolved to your satisfaction, you may appeal in writing to the Managing Director, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.

20.4.2 We will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially by a more senior manager (where possible), who has not previously been involved in the case. You will have a right to bring a companion (in accordance with paragraph 20.3.2).

20.4.3 We will confirm our final decision in writing, normally within one week of the appeal hearing, though some decisions may take longer if further investigations are required and/or the matter is particularly difficult, sensitive and/or complicated. There is no further right of appeal.

## **21 Data Protection Policy**

### **21.1 About this policy**

21.1.1 We are committed to data protection and data privacy, in line with the General Data Protection Regulation (GDPR) which is now in force.

21.1.2 We hold personal data on all our employees to meet legal obligations and to perform vital internal functions. Our employee data privacy notice details the personal data we may retain, process and share with third parties relating to your employment and vital business operations. We are committed to ensuring that your information is secure, accurate and relevant. To prevent unauthorised access or disclosure, we have implemented suitable physical, electronic and managerial procedures to safeguard and secure personal data we hold.

21.1.3 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

### **21.2 Data Privacy Notice**

21.2.1 During the course of our activities, we will process personal data (which may be held on paper, electronically, or otherwise) about our employees and we recognise the need to treat it in an appropriate and lawful manner, in accordance with the Data Protection Act 2018 (DPA). The purpose of this notice is to make you aware of how we will handle your personal data.

#### 21.2.2 Data Protection Principles

We will comply with the eight data protection principles in the DPA, which say that personal data must be:

- Processed fairly and lawfully;
- Processed for limited purposes and in an appropriate way;
- Adequate, relevant and not excessive for the purpose;
- Accurate;
- Not kept longer than necessary for the purpose;
- Processed in line with individuals' rights;
- Secure; and
- Not transferred to people or organisations situated in countries without adequate protection.

21.2.3 "Personal data" means recorded information we hold about you from which you can be identified. It may include contact details, other personal information, photographs, expressions of opinion about you or indications as to our intentions about you. "Processing" means doing anything with the data, such as accessing, disclosing, destroying or using the data in any way.

### 21.3 Fair and Lawful Processing

21.3.1 We will normally only process your personal data where you have given your consent or where the processing is necessary to comply with our legal obligations. In other cases, processing may be necessary for the protection of your vital interests, for our legitimate interests or the legitimate interests of others. The full list of conditions is set out in the DPA.

21.3.2 We will only process "sensitive personal data" about ethnic origin, political opinions, religious or similar beliefs, trade union membership, health, sexual orientation, criminal proceedings or convictions, where a further condition is also met. Usually this will mean that you have given your explicit consent, or that the processing is legally required for employment purposes. The full list of conditions is set out in the DPA.

### 21.4 How we are likely to use your personal data?

21.4.1 We will process data about employees for legal, personnel, administrative and management purposes and to enable us to meet our legal obligations as an employer, for example to pay you, monitor your performance and to confer benefits in connection with your employment.

21.4.2 We may process sensitive personal data relating to employees including, as appropriate:

- information about an employee's physical or mental health or condition in order to monitor sick leave and take decisions as to the employee's fitness for work

- the employee's racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation
- in order to comply with legal requirements and obligations to third parties

21.4.3 **Processing for limited purposes:** We will only process your personal data for the specific purpose or purposes notified to you or for any other purposes specifically permitted by the DPA.

21.4.4 **Adequate, relevant and non-excessive processing:** Your personal data will only be processed to the extent that it is necessary for the specific purposes notified to you.

21.4.5 **Accurate data:** We will keep the personal data we store about you accurate and up to date. Data that is inaccurate or out of date will be destroyed. Please notify us if your personal details change or if you become aware of any inaccuracies in the personal data we hold about you.

21.4.6 **Data retention:** We will not keep your personal data for longer than is necessary for the purpose. This means that data will be destroyed or erased from our systems when it is no longer required.

## 21.5 Processing data in line with your rights

21.5.1 You have the right to:

- Request access to any personal data we hold about you;
- Prevent the processing of your data for direct-marketing purposes;
- Ask to have inaccurate data held about you amended;
- Prevent processing that is likely to cause unwarranted substantial damage or distress to you or anyone else; and
- Object to any decision being taken solely by a computer or other automated process that you believe significantly affects you.

## 21.6 Data Security

21.6.1 We will ensure that appropriate measures are taken against unlawful or unauthorised processing of personal data, and against the accidental loss of, or damage to, personal data.

21.6.2 We have in place procedures and technologies to maintain the security of all personal data from the point of collection to the point of destruction. We will only transfer personal data to a third party if they agrees to comply with those procedures and policies, or if they put in place adequate measures themselves.

21.6.3 Maintaining data security means guaranteeing the confidentiality, integrity and availability (for authorised purposes) of the personal data.

## 21.7 Providing Information to Third Parties

21.7.1 We will not disclose your personal data to a third party without your consent unless we are satisfied that they are legally entitled to the data. Where we do disclose your personal data to a third party, we will have regard to the eight data protection principles.

## 21.8 Subject Access Requests

21.8.1 If you wish to know what personal data we hold about you, you must make the request in writing, with an accompanying fee of £10. All such written requests should be forwarded to your Line Manager or your Managing Director.

## **21.9 Breaches of Data Protection Principles**

21.9.1 If you consider that the data protection principles have not been followed in respect of personal data about yourself or others you should raise the matter with your Line Manager. Any breach of the DPA will be taken seriously and may result in disciplinary action.

## **22 IT AND COMMUNICATIONS SYSTEMS POLICY**

### **22.1 About this Policy**

22.1.1 The Company will take every step to communicate to all employees with particular respect to its products, services and plans for the future, etc. It also encourages employees to express their views in terms of suggestions and opinions.

22.1.2 Notice Boards: All statutory notices will be displayed on the official notice board.

22.1.3 The Employee Handbook: All employees will be given a copy of this handbook at the beginning of their employment with the Company. After that time a copy will always be available on the premises.

22.1.4 Telephones: Employees may use the Company's telephone system for local calls with permission from their Line Manager and in cases of personal emergency. If possible, authority should be sought from your Line Manager before the call is made and if not as soon as possible afterwards. The cost of private calls made from Company's mobile phones must be reimbursed to the Company.

### **22.2 Personal Devices / Mobile Phones**

22.2.1 The use of personal mobile phones is permitted by all staff during personal breaktimes and by way of communicating with head office. Each client location will have its own rules; please see your Line Manager if you are not clear on the specific area's regulations.

22.2.2 Mobile Phones should not cause a distraction during working hours and will not be allowed in the operational facilities. Personal mobiles should be placed in personal bags.

22.2.3 The use of any personal device will be monitored by your Line Manager and any abusive, unreasonably or unacceptable use of such device may be subject to disciplinary action.

### **22.3 Postal Mail**

22.3.1 Postal Mail: All posted mail delivered to the Company is normally opened centrally even if it is addressed as personal or has confidentiality marking. Therefore, no personal mail should be sent to the Company without permission (e.g., signed for parcels) or personal mail sent out using the Company's system.

### **22.4 IT Systems**

22.4.1 Our IT and communications systems are intended to promote effective communication and working practices. This policy outlines the standards you must observe when using these systems, when we will monitor their use, and the action we will take if you breach these standards.

22.4.2 Breach of this Policy may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

22.4.3 This Policy does not form part of any employee's contract of employment, and we may amend it at any time.

## **22.5 Equipment Security and Passwords**

22.5.1 You are responsible for the security of the equipment allocated to or used by you, and you must not allow it to be used by anyone other than in accordance with this Policy. You should use passwords on all IT equipment, particularly items that you take out of the office. You should keep your passwords confidential.

22.5.2 You must only log on to our systems using your own username and password. You must not use another person's username and password or allow anyone else to log on using your username and password.

22.5.3 If you are away from your desk, you should log out or lock your computer. You must log out and shut down your computer at the end of each working day.

## **22.6 Systems and Data Security**

22.6.1 You should not delete, destroy or modify existing systems, programs, information or data (except as authorised in the proper performance of your duties).

22.6.2 You must not download or install software from external sources without authorisation from the Company. Downloading unauthorised software may interfere with our systems and may introduce viruses or other malware.

22.6.3 You must not attach any device or equipment including mobile phones, tablet computers or USB storage devices to our systems without authorisation from the Company.

22.6.4 We monitor all e-mails passing through our system for viruses. You should exercise particular caution when opening unsolicited e-mails from unknown sources. If an e-mail looks suspicious do not reply to it, open any attachments or click any links in it.

22.6.5 Inform the Administration Team immediately if you suspect your computer may have a virus.

## **22.7 E-mail**

22.7.1 Adopt a professional tone and observe appropriate etiquette when communicating with third parties by e-mail.

22.7.2 Remember that e-mails can be used in legal proceedings and that even deleted e-mails may remain on the system and be capable of being retrieved.

22.7.3 You must not send abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, pornographic or otherwise inappropriate e-mails, texts or other Social media messages.

22.7.4 You should not:

- send or forward private e-mails at work which you would not want a third party to read;
- send or forward chain mail, junk mail, cartoons, jokes or gossip;
- contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding e-mails to others who do not have a real need to receive them; or
- send messages from another person's e-mail address (unless authorised) or under an assumed name.

22.7.5 Do not use your own personal e-mail account to send or receive e-mail for the purposes of the Company's business. Only use the company e-mail account provided for you.

22.7.6 Internet access is provided solely for business purposes. You should not access any web page or download any image or other file from the internet which could be regarded as illegal, offensive, in bad taste or immoral. Even web content that is legal in the UK may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this Policy.

22.7.7 We may block or restrict access to some websites at our discretion.

## **22.8 Personal Use of our Systems**

22.8.1 We permit the incidental use of our systems to send personal e-mail, browse the internet and make personal telephone calls subject to certain conditions. Personal use is a privilege and not a right. It must not be overused or abused. We may withdraw permission for it at any time or restrict access at our discretion.

22.8.2 Personal use must meet the following conditions:

- it must be minimal and take place substantially outside of normal working hours (that is, during your lunch break, and before or after work);
- personal e-mails should be labelled "personal" in the subject header;
- it must not affect your work or interfere with the business;
- it must not commit us to any marginal costs; and
- it must comply with our policies including the Equal Opportunities Policy, Anti-harassment and Bullying Policy, Data Protection Policy and Disciplinary Policy.

## **22.9 Monitoring**

22.9.1 Our systems enable us to monitor telephone, e-mail, voicemail, internet and other communications. For business reasons, and in order to carry out legal obligations in our role as an employer, your use of our systems including the telephone and computer systems (including any personal use) may be continually monitored by automated software or otherwise.

22.9.2 We reserve the right to retrieve the contents of e-mail messages or check internet usage (including pages visited and searches made) as reasonably necessary in the interests of the business, including for the following purposes (this list is not exhaustive):

- to monitor whether the use of the e-mail system or the internet is legitimate and in accordance with this Policy;
- to find lost messages or to retrieve messages lost due to computer failure;
- to assist in the investigation of alleged wrongdoing; or
- to comply with any legal obligation.

## **22.10 Prohibited Use of Our Systems**

22.10.1 Misuse or excessive personal use of our telephone or e-mail system or inappropriate internet use will be dealt with under our disciplinary policy. Misuse of the internet can in some cases be a criminal offence.

22.10.2 Creating, viewing, accessing, transmitting or downloading any of the following material will usually amount to gross misconduct (this list is not exhaustive):

- pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
- offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;
- a false and defamatory statement about any person or organisation;
- material, which is discriminatory, offensive, derogatory or may cause embarrassment to others (including material which breaches our Equal Opportunities Policy or our Anti-harassment and Bullying Policy);
- confidential information about us or any of our employees or clients (except as authorised in the proper performance of your duties);
- unauthorised software;
- any other statement which is likely to create any criminal or civil liability (for you or us); or
- music or video files or other material in breach of copyright.

## **23 SOCIAL MEDIA POLICY**

### **23.1 About this Policy**

23.1.1 This Policy is in place to minimise the risks to our business through use of social media.

23.1.2 This policy deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Google+, Wikipedia, Whisper, Instagram, Vine, Tumblr, WhatsApp Tik-Tok and all other social networking sites, internet postings and blogs. It applies to use of social media for business purposes as well as personal use that may affect our business in any way.

23.1.3 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

## **23.2 Personal Use of Social Media**

23.2.1 Personal use of social media is never permitted during working hours or by means of our computers, networks and other IT resources and communications systems, unless the use of these resources is part of your day job.

## **23.3 Prohibited Use**

23.3.1 You must avoid making any social media communications that could damage our business interests or reputation, even indirectly.

23.3.2 You must not use social media to defame or disparage us, our employees or any third party; to harass, bully or unlawfully discriminate against employees or third parties; to make false or misleading statements; or to impersonate colleagues or third parties.

23.3.3 You must not express opinions on our behalf via social media, unless expressly authorised to do so by your Line Manager. You may be required to undergo training in order to obtain such authorisation.

23.3.4 You must not post comments about sensitive business-related topics, such as our performance, or do anything to jeopardise our trade secrets, confidential information and intellectual property. You must not include our logos or other trademarks in any social media posting or in your profile on any social media.

23.3.5 The contact details of business contacts made during the course of your employment are our confidential information. On termination of employment, you must provide us with a copy of all such information, delete all such information from your personal social networking accounts and destroy any further copies of such information that you may have.

23.3.6 Any misuse of social media should be reported to your Line Manager, the Administration Team or your Managing Director.

## **23.4 Guidelines for Responsible Use of Social Media**

23.4.1 You should make it clear in social media postings, or in your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal e-mail address.

23.4.2 Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.

23.4.3 If you disclose your affiliation with us on your profile or in any social media postings, you must state that your views do not represent those of your employer (unless you have been authorised to speak on our behalf). You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.

23.4.4 If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from posting it until you have discussed it with your Line Manager.



23.4.5 If you see social media content that disparages or reflects poorly on us, you should contact your Line Manager, the Administration Team or your Managing Director.

### **23.5 Breach of this Policy**

23.5.1 Breach of this Policy may result in disciplinary action up to and including dismissal. Any employee suspected of committing a breach of this Policy will be required to co-operate with our investigation, which may involve handing over relevant passwords and login details.

23.5.2 You may be required to remove any social media content that we consider to constitute a breach of this Policy. Failure to comply with such a request may in itself result in disciplinary action.

## **24 Anti-harassment and Bullying Policy**

24.1 We take a strict approach to breaches of this Policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.

### **24.2 What is Harassment?**

24.2.1 We are committed to providing a working environment free from harassment and bullying and ensuring all staff are treated, and treat others, with dignity and respect.

24.2.2 This Policy covers harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions. It covers bullying and harassment by staff (which may include consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to our premises.

24.2.3 Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.

24.2.4 It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.

24.2.5 Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation. Harassment is unacceptable, even if it does not fall within any of these categories.

24.2.6 Harassment may include, for example:

- (a) unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing
- (b) unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless)
- (c) offensive e-mails, text messages or social media content

- (d) mocking, mimicking or belittling a person or the person's disability

24.2.7 A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

### **24.3 What is Bullying?**

24.3.1 Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority but can include both personal strength and the power to coerce through fear or intimidation.

- physical or psychological threats
- overbearing and intimidating levels of supervision
- inappropriate derogatory remarks about someone's performance

### **24.4 What is Dignity & Respect at Work?**

24.4.1 The Company aims to ensure that every employee experiences dignity and respect at work and enjoys a working environment that is free from inappropriate behaviour and in which all employees are treated with dignity, respect, courtesy and fairness and in which no worker feels threatened or intimidated.

24.4.2 Behaviours that are deemed unacceptable and will not be tolerated by the Company include but are not limited to:

- physical contact
- inappropriate verbal comments
- non-verbal inappropriate gestures / behaviour
- inappropriate visual displays
- threatening or intimidating behaviour including acts of aggression
- contemptuous or disrespectful behaviour
- deliberate exclusion

24.5 Legitimate, reasonable and constructive criticism of an employee's performance or behaviour, or reasonable instructions given to employees in the course of their employment, will not amount to bullying.

- 24.5.1 If you are being harassed or bullied or have a dignity & respect at work concern, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your Line Manager or a Managing Director, who can provide confidential advice and assistance in resolving the issue formally or informally.
- 24.5.2 If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our Grievance Procedure.
- 24.5.3 We will investigate complaints in a timely and confidential manner. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. We will consider whether any steps are necessary to manage any ongoing relationship between the complainant and the person accused during the investigation.
- 24.5.4 Once the investigation is complete, we will inform the complainant of the decision. If we consider that the complainant has been harassed, bullied or a lack of dignity & respect at work has been shown by an employee the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. If the concern is with a third party such as a customer or other visitor, we will consider what action would be appropriate to deal with the issue. Whether or not the complaint is upheld, we will consider how best to manage any ongoing working relationship between the complainant and the person accused.
- 24.5.5 Employees that have submitted complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.
- 24.5.6 Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process.

## **25 Whistleblowing Policy**

### **25.1 What is Whistleblowing?**

- 25.1.1 Whistleblowing is the reporting of suspected wrongdoing or dangers in relation to our activities. This includes bribery, fraud or other criminal activity, miscarriages of justice, health and safety risks, damage to the environment and any breach of legal or professional obligations.

### **25.2 How to raise a concern**

- 25.2.1 We hope that in many cases you will be able to raise any concerns with your Line Manager. However, where you prefer not to raise it with your Line Manager for any reason, you should contact your Managing Director or another Director.
- 25.2.2 We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this Policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

### **25.3 Confidentiality**

25.3.1 We hope that employees will feel able to voice whistleblowing concerns openly under this Policy. Please be aware that completely anonymous disclosures are difficult to investigate; if you want to raise your concern confidentially, we will make every effort to keep your identity secret and only reveal it where necessary to those involved in investigating your concern.

### **25.4 External Disclosures**

25.4.1 The aim of this Policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to disclose to anyone externally.

25.4.2 The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator or external professional aligned to the business. We strongly encourage you to seek advice before reporting a concern to anyone external.

### **25.5 Protection and Support for Whistleblowers**

25.5.1 We aim to encourage openness and will support whistleblowers who raise genuine concerns under this Policy, even if they turn out to be mistaken. Whistleblowers must not suffer any detrimental treatment as a result of raising a genuine concern.

25.5.2 You must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct you may be subject to disciplinary action. However, if we conclude that a whistleblower has made false allegations maliciously or with a view to personal gain, the whistleblower may be subject to disciplinary action.

## **26 Anti-Bribery Policy**

### **26.1 Our Aim**

26.1.1 The Company values its reputation for ethical behaviour and for financial probity and reliability. It recognises that over and above the commission of any crime, any involvement in bribery will also reflect adversely on its image and reputation. Its aim therefore is to limit its exposure to bribery.

26.1.2 It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.

26.1.3 Any employee who breaches this Policy will face disciplinary action, which could result in dismissal for gross misconduct. Any non-employee who breaches this Policy may have their contract with the Company terminated with immediate effect.

### **26.2 Who must comply with this policy?**

26.2.1 This Policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers,

interns, agents, contractors, external consultants, third-party representatives and business partners.

### **26.3 What is bribery?**

26.3.1 Bribe means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit.

26.3.2 Bribery includes offering, promising, giving, accepting or seeking a bribe.

26.3.3 All forms of bribery are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, raise it with your Line Manager or a Managing Director.

26.3.4 Specifically, you must not:

- give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received;
- accept any offer from a third party that you know, or suspect is made with the expectation that we will provide a business advantage for them or anyone else; or
- give or offer any payment (sometimes called a facilitation payment) to a Government official to facilitate or speed up a routine or necessary procedure;

26.3.5 You must not threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.

### **26.4 Gifts and Hospitality**

26.4.1 This Policy does not prohibit the giving or accepting of reasonable and appropriate hospitality for legitimate purposes such as building relationships, maintaining our image or reputation, or marketing our products and services.

26.4.2 A gift or hospitality will not be appropriate if it is unduly lavish or extravagant or could be seen as an inducement or reward for any preferential treatment (for example, during contractual negotiations or a tender process).

26.4.3 Gifts must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. Gifts must not include cash or cash equivalent (such as vouchers) or be given in secret. Gifts must be given in our Company name, not your personal name.

26.4.4 Promotional gifts of low value such as branded stationery may be given to or accepted from existing customers, suppliers and business partners.

### **26.5 Employers Responsibility**

26.5.1 The prevention, detection and reporting of bribery is the responsibility of all employees, and the Company is committed to:

- Encouraging employees to be vigilant and to report any suspicion of bribery;
- Providing employees with suitable channels of communication and ensuring that sensitive information is treated appropriately;
- Investigating instances of alleged bribery and assisting the Police and other appropriate authorities in any resultant prosecution; and
- Taking disciplinary action against any individual(s) involved in bribery.

26.5.2 Any suspicion of bribery should be reported in confidence to a Managing Director who has overall responsibility for bribery prevention.

## **26.6 Record-keeping**

26.6.1 You must declare and keep a written record of all hospitality or gifts given or received. You must also submit all expenses claims relating to hospitality, gifts or payments to third parties and record the reason for expenditure.

26.6.2 All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

## **26.7 How to raise a concern**

26.7.1 If you are offered a bribe, or are asked to make one, or if you suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify your Line Manager or report it in accordance with our Whistleblowing Policy as soon as possible

## **27 Company Vehicles**

27.1 Vehicles may be allocated to employees on a temporary or permanent basis primarily with a view to the needs of their employment or, in certain cases, as a part of their remuneration package.

27.2 The use of Company Vehicles requires express approval from a Managing Director and the private use of commercial vehicles requires prior authorisation. Unauthorised passengers must not be carried in commercial vehicles, nor may any vehicle be used for outside business activities or gain without specific permission from the Managing Director.

27.3 Once the use of a vehicle has been approved, you must ensure that the vehicle is kept clean and tidy, in a roadworthy condition, and that all normal engine and vehicle inspections (such as lubrication levels and tyre pressures) are carried out at the designated intervals.

27.4 If you have an incident involving a vehicle, whether or not personal injury or vehicle damage occurs, you must make a full written report of the incident. All driver accidents will be investigated and if an investigation shows you to be at fault, you may be subject to disciplinary action. The Company also reserves the right to recover the insurance excess from you.

- 27.5 At no time must ANY statement be made which may be taken as an admission of guilt (e.g., expressing apologies).
- 27.6 At the time of the accident, you must ensure that you collect all the relevant details from the other parties involved, including the name, number and force of any Police Officer attending the accident.
- 27.7 If the vehicle is leased, you must obtain authority from the Company to contact the appropriate leasing company for permission to hire a replacement car.
- 27.8 If the Company owns the vehicle, you must obtain authority prior to hiring a replacement vehicle. No repairs may be undertaken without the Company's insurers prior approval.
- 27.9 You must produce your driving license before permission to use a vehicle is first given and it must be produced at regular intervals, thereafter, as notified by us. Any type of driving conviction or summons must be reported immediately to the Managing Director, and you agree to allow us to access your online driving license information.
- 27.10 You must comply with all statutory regulations and/or Company regulations regarding the recording of daily mileage, journeys undertaken and driving hours.
- 27.11 Whilst you may find it necessary to use a mobile phone during the course of your work, the Company prohibits the use of any hand-held mobile phone or device whilst driving and will not be liable for any fines or penalties incurred in those circumstances or otherwise.
- 27.12 The Company will provide and install a hands-free kit in company vehicles where necessary.
- 27.13 On termination of your employment, you must return the vehicle to our premises. It is an express term of your contract of employment that failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you.
- 27.14 Any fines or prosecutions arising from any motoring offence either moving or static will be your responsibility. This also includes any administration fees incurred as a result of the fine. Notices relating to such fines received by the Company will be passed to you. Fines not paid will be settled by the Company on receipt of the first reminder and deducted from any monies, including salary and expenses, due to you. In this event the Company will also charge to you 50% of such fines (a minimum of £10.00) as an administration fee.
- 27.15 All vehicles must be serviced by main agents in accordance with the manufacturers schedule. Only approved parts may be used most vehicles are covered by a manufacturers warranty and failure to comply with these requirements will invalidate this warranty.
- 27.16 When work is required on the vehicle, it is your responsibility to ensure that before the work has commenced both you and the garage have obtained approval in writing (email) from the Managing Director or another Director. Failure to obtain this approval may mean that you will have to pay for the work carried out and that you may not be able to reclaim it from the Company.

- 27.17 Some company vehicles are fitted with a tracking device, which may be used to verify locations, mileage, driving time and speeds. Any data obtained from the system may be used as evidence at a disciplinary hearing should the Company consider the information relevant.
- 27.18 Whilst it may seem an obvious statement to make, it is your responsibility to ensure that only the correct type of fuel is used in the vehicle. Using the incorrect type of fuel which causes significant damage to the vehicle may result in a disciplinary investigation which may or may not lead to dismissal.
- 27.19 If any oil is used as a top-up between services, be sure to use only approved makes and the correct grade for your vehicle.
- 27.20 Payment for fuel, oil, etc. should either be made by you and reclaimed through expenses, or by the Company fuel card or credit card if one has been issued to you.
- 27.21 All Company vehicles are covered for emergency breakdown assistance. In the event of a breakdown, you should follow the procedure laid down in the vehicle handbook. Any further queries should be addressed to your Managing Director.
- 27.22 In the event of a windscreen breakage, you must have it replaced by the approved supplier. A list of depots and emergency numbers should always be carried in the vehicle.
- 27.23 A 24-hour service is always available throughout the year so there should be no reason for not using this service.
- 27.24 Within 24 hours you must complete and return an accident report form giving full details, in accordance with the accident procedure.
- 27.25 No additional accessories may be fitted onto Company vehicles without written authority from the Managing Director.
- 27.26 If such written authority is given, it is your responsibility to ensure that only approved accessories are fitted in a professional workmanlike manner in accordance with the vehicle manufacturer's recommendations.
- 27.27 On return of the vehicle, accessories fitted at your request must be left either in situ or else damage arising from the fitting will be charged and made good at your expense.
- 27.28 On termination of your employment, you must return your Company vehicle to our premises. It is an express term of your contract of employment that failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you.

## **28 Use of Private Vehicles on Company Business**

- 28.1 The use of your own vehicle for Company business requires authorisation. Once authorised, you may claim a mileage allowance providing the Company has agreed the travel in advance. The claim of business mileage must follow HMRC rules and regulations.
- 28.2 You must have a valid license to drive the vehicle and you are responsible for ensuring that your vehicle is in a roadworthy condition, with a valid MOT certificate (if applicable) and current



vehicle tax, and that you have adequate insurance cover in place before undertaking any business travel. The Company will not accept any liability in the event of an accident, prosecution or fine.

## **29 Authorised Drivers**

29.1 Authorised drivers are normally all employees of the Company who meet the following criteria:

- Are over 21 years of age
- Hold a full UK driving license
- Have been given permission by the Company
- Have given full details of any motoring convictions they may have had in the past three years to the Company
- Have agreed to reimburse the Company for the excess on each claim if negligent or the cost of the repairs if this is less than the excess
- Have agreed to report immediately to the Company any further motoring offences, including parking offences
- Have agreed to report immediately any change to their medical condition that may affect driving ability.

## **30 Reimbursement of Expenses Policy**

30.1 We will reimburse expenses properly incurred in accordance with this Policy, which shall include expenses in respect of travel, accommodation and hospitality. Any attempt to claim expenses fraudulently or otherwise in breach of this Policy may result in disciplinary action.

30.2 Expenses will only be reimbursed if they are:

- (a) submitted to the Finance Manager on the appropriate claim form;
- (b) submitted within 28 days of being incurred;
- (c) supported by relevant documents (for example, VAT receipts, tickets, and credit or debit card slips); and
- (d) authorised in advance where required.

30.3 Claims for authorised expenses submitted in accordance with this Policy will be paid directly into your bank/building society account via payroll.

30.4 Petty cash: amounts may be claimed by presenting the receipts to your Managing Director that have been countersigned by your Line Manager or another Director.

30.5 Any questions about the reimbursement of expenses should be put to your Line Manager before you incur the relevant costs.

- 30.6 Company credit cards and fuel cards: if you are issued with a company credit card or fuel card, all expenditure must be accounted for and all receipts, including VAT receipts, must be submitted to the Administration team who will get the approval from the Managing Director.

### **31 Travel Expenses**

- 31.1 The Company will reimburse the reasonable cost of necessary travel in connection with our business. The most economic means of travel should be chosen, if practicable, and you should use existing travelcards or season tickets wherever possible. The following are not treated as travel in connection with our business:

- (e) travel between your home and usual place of work;
- (f) travel which is mainly for your own purposes; and
- (g) travel which, while undertaken on our behalf, is similar or equivalent to travel between your home and your usual place of work.

## **SECTION 2: EQUAL OPPORTUNITIES POLICY**

### **32 Equal Opportunities Statement**

- 32.1 We are committed to promoting equal opportunities in employment. You and any other job applicants will receive equal treatment regardless of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation (known as the protected characteristics).
- 32.2 This policy will be assessed at regular intervals to ensure that equality of opportunity is afforded to all employees.

### **33 Discrimination**

- 33.1 You must not unlawfully discriminate against or harass other people, including current and former employees, job applicants, clients, customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts or when wearing a work uniform), and on work-related trips or events including social events.
- 33.2 The following forms of discrimination are prohibited under this Policy and are unlawful:
- (a) **Direct discrimination:** treating someone less favourably because of a Protected Characteristic. For example, rejecting a job applicant because of their religious views or because they might be gay.
  - (b) **Indirect discrimination:** a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than it does others and is not justified.
  - (c) **Harassment:** this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-Harassment and Bullying Policy. Examples of Harassment include:

- Patronizing or belittling comments

- Comments about appearance/body/clothes
- Displaying offensive or sexually explicit material
- Threats of or actual physical violence
- Unpleasant or over repeated jokes about a person
- Unfair or impractical work loading

Please bear in mind that harassment involves behaviour that is **unwelcome**, **uninvited**, and **unreciprocated**. Whether or not you intend to harass another individual will not necessarily be a relevant consideration.

- (d) **Victimisation:** retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.
- (e) **Disability discrimination:** this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

### **34 Recruitment and Selection**

- 34.1 Recruitment, promotion and other selection exercises (such as redundancy selection) will be conducted on the basis of merit, against objective criteria that avoid discrimination, and any shortlisting will be completed by more than one person where possible.

### **35 Disabilities**

- 1.2 If you are disabled or become disabled, we encourage you to tell us about your condition so that we can consider what reasonable adjustments or support may be appropriate.

### **36 Part-time and Fixed-term Work**

- 1.3 Part-time and fixed-term employees should be treated the same as comparable full-time or permanent employees and enjoy no less favourable terms and conditions (on a pro-rata basis where appropriate), unless different treatment is justified.

### **37 Breaches of this Policy**

- 1.4 We take a strict approach to breaches of this Policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.
- 1.5 If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure. Complaints will be treated in confidence and investigated as appropriate.
- 1.6 You must not be victimised or retaliated against for complaining about discrimination. However, making a false allegation deliberately and in bad faith will be treated as misconduct and dealt with under our Disciplinary Procedure.

**Employee Handbook receipt**

This Handbook has been drawn up by the Company to provide you with information on employment policies and procedures. It is important for you to read the Handbook carefully as this, together with your Contract of Employment, sets out your main terms and conditions of employment.

The information covers a wide range of subjects relating to your employment and in the event that information in this Handbook conflicts with terms and conditions as stated in your Contract of Employment, the terms of your Contract of Employment will always prevail.

If you have any questions or any part of the Handbook is unclear to you, please do not hesitate to raise any queries with your Line Manager, the Administration Team or your Managing Director.

It is important that you do this before signing that you have read, understood and are willing to abide by all the Company's terms and conditions.

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I acknowledge receipt of this Employee Handbook and confirm that I have read, understood and fully accept the terms contained herein.

Received by ..... (Employee)

Signed .....

Date .....

**Data Protection Consent**

**Agreement to use my data**

**I hereby freely give my employer Herring Plant Hire Limited consent to use and process my personal data relating to my employment in accordance with the Data Protection Policy & Data Privacy Notice.**

In giving my consent:

I understand that I can ask to see this data to check its accuracy at any time via a subject access request.

I understand that I can ask for a copy of the personal data held about me at any time, and that this request is free of charge

I understand that I can request that data that is no longer required to be held can be removed from my file and destroyed.

I understand that if I leave my employment, my data will be destroyed after 6 months, or if longer this is stated.

I understand that there is a Data Controller at Herring Plant Hire Limited and I can them directly if I have any questions or concerns about my data.

I understand that if I am dissatisfied with how my employer uses my data, I can make a complaint to the Information Commissioner’s Office or online at [www.ICO.org.uk](http://www.ICO.org.uk)

Name: .....

Signature: .....

Date: .....

