

FEEL ELECTRIC LTD

Employees' Handbook

Issue V1 – January 2021



CONTENTS

1.0 INTRODUCTION

2.0 EQUAL OPPORTUNITY POLICY

3.0 SALARIES AND WAGES

- 3.1 Payment
- 3.2 Overpayments/Underpayments
- 3.3 Salary/Wage Reviews
- 3.4 Expenses

4.0 HOLIDAYS

- 4.1 Holiday
- 4.2 Bank/Public Holidays
- 4.3 Rules Regarding Annual Leave

5.0 ABSENCE AND LATENESS

- 5.1 Time Off
- 5.2 Absence
- 5.3 Lateness
- 5.4 Leaving the Workplace
- 5.5 Absence Levels
- 5.6 Sickness Absence and Statutory Sick Pay
- 5.7 Fit Notes
- 5.8 Medical Information

6.0 WORK AND FAMILIES

- 6.1 Maternity Leave
- 6.2 Paternity Leave
- 6.3 Shared Parental Leave
- 6.4 Compassionate Leave
- 6.5 Parental Bereavement Leave and Pay
- 6.6 Dependant Leave
- 6.7 Parental Leave
- 6.8 Adoption Leave
- 6.9 Flexible Working

7.0 GENERAL INFORMATION

- 7.1 Flexibility
- 7.2 Training
- 7.3 Health and Safety
- 7.4 Jury Service
- 7.5 Public Duties
- 7.6 Drugs and Alcohol
- 7.7 Post Employment Restrictive Covenant

8.0 GENERAL RULES

- 8.1 Personal Details
- 8.2 Additional Employment
- 8.3 Standards of Dress
- 8.4 Uniform
- 8.5 Telephone Calls/Personal Mobile Phones
- 8.6 Contact of Friends and Relatives
- 8.7 Private Mail
- 8.8 Buying and Selling of Goods and Services
- 8.9 Cash Collections
- 8.10 Employee Notices – Changing Terms and Conditions
- 8.11 No Smoking Policy
- 8.12 Good Housekeeping
- 8.13 Parking
- 8.14 Safety
- 8.15 Accidents at Work
- 8.16 Health and Hygiene
- 8.17 Protective Clothing and Equipment
- 8.18 Economy
- 8.19 CCTV/Cameras
- 8.20 Gratuities and Bribery

9.0 COMPUTER USAGE

- 9.1 Social Media
- 9.2 Monitoring of Electronic Communications
- 9.3 Use of Internet Social Networking

10.0 VEHICLE POLICY

11.0 BEHAVIOUR OUTSIDE WORK

12.0 PROPERTY

- 12.1 Employees' Property
- 12.2 Company Property
- 12.3 Damage, Loss or Theft of Company Property
- 12.4 Return of Company Property
- 12.5 Lost Property

13.0 GRIEVANCE PROCEDURE

14.0 HARRASSMENT AND BULLYING

- 14.1 Introduction
- 14.2 Responsibility of Managers and all Employees
- 14.3 Identifying Harassment and Bullying
- 14.4 What to do if you feel you are subject to Harassment
 - 14.4.1 Informal Procedure
 - 14.4.2 Formal Procedure
 - 14.4.3 Outcomes

15.0 DISCIPLINARY RULES AND PROCEDURES

- 15.1 Categories of Misconduct
 - 15.1.1 Gross Misconduct
 - 15.1.2 Serious Misconduct
 - 15.1.3 Misconduct
- 15.2 Suspension
- 15.3 Disciplinary Procedure
 - 15.3.1 Stage One – Verbal Warning
 - 15.3.2 Stage Two – Written Warning
 - 15.3.3 Stage Three – Final Written Warning
 - 15.3.4 Stage Four – Dismissal
- 15.4 Other Possible Sanctions
- 15.5 Appeals Procedure

16.0 TERMINATION OF EMPLOYMENT

- 16.1 Redundancy
- 16.2 Retirement
- 16.3 Resignation
- 16.4 Lay Off
- 16.5 Short Time Working

17.0 NOTICE PERIODS

- 17.1 General
- 17.2 Garden Leave
- 17.3 Pay in Lieu of Notice

18.0 STATEMENTS TO THE MEDIA

19.0 CONFIDENTIALITY

20.0 DATA PROTECTION

- 20.1 Data Protection Principles
- 20.2 Purposes of Obtaining Data
- 20.3 Accuracy of Data
- 20.4 Right to Access Information

21.0 PROTECTED DISCLOSURE OR "WHISTLE BLOWING"



1.0 INTRODUCTION

This Employee Handbook has been designed to explain the procedures we adopt, your entitlements, what we expect from you, and what you can expect from us as your employer. The rules in this handbook form part of your contract of employment. Please ensure you understand them and apply them in your everyday work. If you have any questions, please ask your immediate manager to explain and clarify any specific issues with you.

I wish you every success with our Company and hope that your time with us will be enjoyable and rewarding.

SIGNATURE

A handwritten signature in black ink that reads 'J.C. John'.

POSITION

Managing Director

2.0 EQUAL OPPORTUNITY POLICY

This policy is intended to ensure that employees understand their obligations and assist the Company in putting its commitment to equal opportunities and diversity into practice.

We aim to treat everyone equally and to ensure that no job applicant, employee, worker or member is discriminated against on the grounds of a protected characteristic as defined by the Equality Act 2010. The following are protected characteristics:

- a) Age
- b) Disability
- c) Gender reassignment
- d) Marriage and civil partnership
- e) Pregnancy and maternity
- f) Race (including colour, nationality, and ethnic or national origin)
- g) Religion or belief
- h) Sex
- i) Sexual orientation

In addition, we aim to ensure that no job applicant, employee or worker is treated less favourably or placed at a disadvantage on the grounds of their part-time status or trade union activities.

This applies in the advertisement of jobs, recruitment, appointment, provision of benefits, allocation of training, promotion, disciplinary proceedings, dismissal, conditions of work, pay, giving a reference, the provision of goods or services and every other activity and aspect of employment.

If you believe that you have been treated less favourably because of a protected characteristic you should report the matter so that it can be investigated and resolved.

If you have a disability for the purposes of the Equality Act please let your immediate manager know so that reasonable adjustments can be considered.

We do not tolerate any unlawful or unfair discrimination, and anyone found to be acting in a discriminatory manner will face disciplinary action which could include dismissal. Everyone has a duty to report unlawful or unfair discriminatory behaviour to a member of management. We actively promote equality of opportunity and require everyone to contribute towards achieving this objective.

3.0. SALARIES AND WAGES

3.1. Payment

You will be paid at the times and by the methods set out in your individual statement of terms and conditions. We reserve the right to vary the method of payment and will let you know about any change of this nature in writing.

You will receive a payslip detailing how the payment made to you has been calculated. It will also show the deductions that have been made and the reasons for them, for example, Tax, National Insurance, etc.

3.2. Overpayments/Underpayments

If you have been inadvertently overpaid or underpaid for any reason you must let HR know straight away. The over or underpayment will normally be corrected at the next payment. If it is later discovered that you were overpaid, we reserve the right to deduct the overpayment from your salary. Arrangements can be made for a longer period of repayment in cases of hardship.

3.3. Salary/Wage Reviews

Salary/wage reviews will normally be held annually. This does not mean that you will automatically receive a pay increase. Performance levels and the profitability of the Company will be taken into account. Any changes in your salary/wages will be confirmed in writing and a record will be retained in your personnel file.

3.4. Expenses

We will reimburse all reasonable authorised expenses incurred by you on behalf of the Company once approved by finance. You will need to supply a valid receipt to support all claims.

4.0. HOLIDAYS

4.1 Holiday

Our holiday year begins on 1st January and finishes on 31st December.

If you start or finish your employment during the year, holiday entitlement will be calculated as a ratio of the annual entitlement for each completed day of service during that holiday year (rounded up to the nearest half day).

4.2. Bank/Public Holidays

We recognise 3 Bank/Public Holidays each year. These are Christmas Day, Boxing Day and New Year's Day, days on which we are closed. You will be required to work on the other Bank/Public Holidays in order to meet the needs of the business.

4.3. Rules Regarding Annual Leave

- a) Holiday Request Forms should be completed by you and then signed by your immediate manager.
- b) All holidays should be authorised before bookings are made.
- c) We will do our utmost to ensure that your request is accommodated, but please be aware that the operational running of the Company must be maintained at all times.
- d) Holidays will be agreed to on a first-come, first-served basis. No more than one person from each department may be absent at any time.
- e) You need to give a minimum of four weeks' notice for any holiday, which must be accounted for in the rota, unless agreed otherwise by your immediate manager.
- f) You may request up to two consecutive weeks' holiday at any one time, although longer periods will be considered in exceptional circumstances and agreed to at the discretion of the Company.
- g) You are required to reserve three days' holiday for the Christmas & New Year Period shut down period.
- h) You may only take holidays as they are accrued during the first year of employment.
- i) The Company does not allow any part of one year's holiday to be carried forward to subsequent years other than consideration for exceptional circumstances and with express authorisation from the Company.
- j) Holiday pay is at your normal basic rate of pay. Where this rate of pay varies or where there are no fixed contractual hours of work (normal working hours), the rate will be calculated as an average of the pay received in the 52 weeks leading up to the period of holiday requested. Overtime hours are not considered to be normal working hours unless a specified number are included in the contractual hours of work.
- k) Should your employment come to an end before any accrued holiday is taken, you will be paid the balance of holiday pay due.
- l) Should you fall sick immediately prior to or during pre-booked annual holiday, specific permission needs to be obtained before you can take the holiday on another occasion. Permission will only be given if the period of sickness is certified by a medical practitioner. If you are sick when on holiday, you can choose to take those days as holiday and be paid at your normal holiday pay rate. If you prefer that those days are

taken as sick leave, they will be added to your sickness absence records and paid according to your entitlement under SSP.

- m) You will accrue holiday entitlement during ordinary maternity leave, additional maternity leave; paternity leave and adoption leave periods at your normal rate.
- n) Payment made for holiday in excess of your entitlement will be recovered from your final pay or any monies owed to you, where appropriate. This is an express term of your contract of employment (Section 13-16 of the Employment Rights Act 1996).
- o) In the event of lay-off or short time working you may be required to take any accrued holiday to reduce the lay-off or short time working period.
- p) When you are working under notice, we reserve the right to require you to take any remaining holiday entitlement during this period.

5.0. ABSENCE AND LATENESS

5.1. Time Off

If you wish to take time off, for whatever reason, you need to get the permission of your immediate manager beforehand. Where possible, you should arrange medical, dental and other personal appointments outside working hours. We are not obliged to pay you for time spent away from work on private appointments except in the case of antenatal visits for pregnant employees.

5.2. Absence

If you are unable to get to work when expected to be present, for whatever reason, you should:

- a) Let us know as soon as possible, but at least 2 hours before your start time, on every day of absence, unless you are covered for a longer period by a doctor's fit note.
- b) Speak to your immediate manager. If unavailable, record the time and name of the person to whom you reported your absence.
- c) Do not send a text message as this is not an acceptable form of absence notification. Do not ask a colleague to pass on a message.
- d) You must leave contact details so that we can get in touch with you.
- e) It is your responsibility to keep us informed of your continuing absence. You must contact your immediate manager on the day that each fit note expires (whether or not you expect to return to work) and inform them of your intentions.
- f) On your return to work you may be required to complete a Return to Work Questionnaire detailing the reason for your absence. Completed questionnaires should be handed to your immediate manager.
- g) You may be required to attend a Return to Work interview to review your absence. Additionally, under some circumstances such as a long-term illness, a risk assessment may also be carried out.

It is very important that you follow this procedure. If you do not, disciplinary action may be taken.

If you fail to contact the Company without good reason your absence will be classed as unauthorised absence. Unauthorised absence will lead to disciplinary action and, if circumstances warrant it, result in your dismissal without notice for gross misconduct.

5.3. Lateness

You should ensure that you arrive at your place of work sufficiently early to be ready to commence work at your official start time. If you are unable to get to work on time you must contact your immediate manager and inform them of your expected time of arrival. If you fail to do this and turn up late, or turn up late on a frequent basis, you may face disciplinary action. You may be required to make up some or all of the time lost due to lateness or have money deducted for the time lost.

5.4. Leaving the Workplace

You are not allowed to leave your place of work except during authorised breaks or with the permission of your immediate manager. Leaving your place of work without authority may lead to disciplinary action and, if the circumstances warrant it, lead to dismissal for gross misconduct.

5.5. Absence Levels

We will continually monitor absence levels and high levels of absence may lead to disciplinary action and warnings. Please be assured that each case will be assessed on its merits and within the disciplinary procedures. In order to investigate absence from work we believe it is important to make home visits to you from time to time as considered necessary and we reserve the right to do this.

5.6. Sickness Absence and Statutory Sick Pay (SSP)

During authorised absence due to sickness you are only entitled to SSP, provided you earn more than the minimum criteria set out in the SSP regulations.

- a) Waiting days - before payments of SSP are made to you there is a period of 3 waiting days. This will start from the first day that you should have been available for work.
- b) SSP - if you are sick for a period of 4 or more days, we may pay you SSP if you are eligible. SSP is treated the same as wages and is subject to Income Tax deductions and National Insurance contributions.
- c) Self-certification - On your return to work after a period of sickness of less than 7 days, you must complete the self-certification documentation and hand it to your immediate manager.
- d) Doctor's fit note - if you are sick and your absence has been, or you think will be longer than 7 calendar days, you must obtain a doctor's fit note and submit it to your immediate manager. If your sickness runs over 7 days you must notify your immediate manager once a week and supply us with a doctor's fit note to cover your absence. It is important that you comply with these procedures or else your SSP may be delayed or not paid at all.
- e) If the illness is COVID 19 related, there are specific rules that apply, including no waiting days for SSP. All current Government guidance will be adhered to.

Payments may be withheld if we believe there is reason to doubt the validity of a claim for sick pay.

Please be aware that if you fail to follow the above requirements, disciplinary action may be taken. We reserve the right to order an independent medical examination where considered necessary. Unauthorised absences or false reporting of sickness are serious disciplinary matters.

If you are taking medication you must tell your doctor the nature of your work or inform your immediate manager. Some medication causes drowsiness, which can be dangerous in certain circumstances.

If you are absent from work as a result of an injury or illness for which you later receive compensation, it is a condition of your employment that you agree to reimburse the Company for any sick pay that you have received that the Company is unable to recover from any other sources.

5.7. Fit Notes

In the event that a Statement of Fitness for Work (fit note) completed by your doctor indicates that you may be fit for work with some support, we will want to discuss this with you before making a decision. We will look to find a solution that both meets the needs and provides real benefits to you and to the Company. This might include a phased return to work, altered hours, amended duties or workplace adaptations, and your terms and conditions may be temporarily adjusted accordingly.

If we do not think it is practical to provide the support indicated by your doctor to enable your return to work, we will use the fit note as if your doctor had advised you were 'not fit for work'. Sick pay as per your contractual terms and Statutory Sick Pay rules will then apply. We might want to set a date to review our decision and will let you know if this is the case.

5.8. Medical Information

If we are concerned about your absence record, we may call for you to have a medical examination by your GP, a doctor of the Company's choice or for a report from your GP based on medical history. If you do not agree to this, we will have to make a decision about your continued employment based on the information available.

6.0. WORK AND FAMILIES

6.1. Maternity Leave

If you are pregnant, you must let us know as soon as possible so that we can both ensure a safe working environment by carrying out a risk assessment and explaining your rights. You should let us know about your pregnancy no later than the end of the 15th week prior to the week in which your baby is due. We might ask you to put this in writing and provide a certificate confirming the expected week of childbirth. You will be entitled to a reasonable level of paid time off for antenatal appointments.

Pregnant employees are entitled to 26 weeks' Ordinary Maternity Leave and 26 weeks Additional Maternity Leave, regardless of length of service.

Depending on your level of earnings and length of service, you may be entitled to Statutory Maternity Pay, which is 6 weeks at 90% of your normal weekly earnings, and 33 weeks at the statutory maternity pay rate.

You must give us at least 28 days' notice of the date on which you want your maternity leave to start. We will then calculate the date on which your maternity leave will end and will confirm the date to you. You can change the return to work date if you want to, but you have to give us eight weeks' notice. If you decide not to return to work at the end of the maternity leave you need to give us notice of your resignation as set out in your Statement Terms and Conditions.

Your employment continues during your maternity leave and you have a right to return to work at the end of it. If agreed between yourself and your immediate manager, you can work for up to 10 days (called 'Keeping in Touch' days) during your maternity leave without stopping your maternity payments. Further details of maternity entitlements are available from HR. We currently pay Statutory Maternity Pay.

6.2. Paternity Leave

You may be entitled to take up to two weeks paid paternity leave within 56 days of the birth of your child. This must be taken as a block of one or two weeks and will be paid at either the current Statutory Paternity Pay (SPP) rate or at 90% of your average weekly earnings if lower than the current SPP rate.

If you have been continuously employed for at least 26 weeks by the 15th week before the expected week of childbirth, or by the week in which an approved adoption agency matches you with a child, you may be entitled to paternity leave and pay. If so, you will be required to inform your immediate manager of your intention to take paternity leave by the fifteenth week before the baby is expected, unless this is not reasonably practicable.

You will need to tell us:

- a) The week the baby is due.
- b) Whether you wish to take one or two weeks' leave.

- c) When you want your leave to start.

If you want to change your mind about the date on which your leave should start, you can do this providing you tell the Company at least 28 days in advance (unless this is not reasonably practicable). You will have to tell us the date you expect any payments of SPP to start at least 28 days in advance, unless this is not reasonably practicable. For more details about paternity leave and whether you qualify to receive SPP please speak to HR.

6.3. Shared Parental Leave

If you or your partner are having a baby, adopting a child or having a baby through surrogacy, you are entitled to share up to 26 weeks of the mother's maternity leave once she has returned to work. This is known as Shared Parental Leave (SPL). Conditions apply, and information as to whether you are entitled to SPL can be obtained on request.

6.4. Compassionate Leave

We will allow you to take time off at the death of immediate family (those being your husband, wife, partner, or parents). You may take the time as holiday or unpaid leave. Any paid compassionate leave will be at the discretion of the Company. Requests for compassionate leave under other circumstances will be considered on an individual basis and where possible accommodated.

6.5 Parental Bereavement Leave and Pay

The Parental Bereavement Leave and Pay Act 2018 gives all employed parents the right to 2 weeks' paid leave if their child aged under 18 dies, or if they have a stillbirth at 24 weeks or later.

6.6. Dependant Leave

You are entitled to take time off in order to deal with an emergency involving someone who depends on you.

- a) A dependant could be a husband, wife, partner, child, parent or someone living with you as part of your family or who relies solely on you for help in an emergency.
- b) An emergency could be due to illness, an accident or assault, an unexpected breakdown or disruption in care, arranging long term care, going into labour, or to make funeral arrangements if a dependant dies.
- c) The time taken off will depend on how long it takes to deal with the emergency; the time should only be to sort out the emergency, not for example to care for them.
- d) There is no legal requirement to receive any paid emergency leave. Any payments made will be at the discretion of the Company.
- e) You should inform your immediate manager as soon as possible of the emergency and the expected time it will take to deal with it.

6.7. Parental Leave

We recognise our statutory responsibilities under the Dependant and Parental Leave Regulations, details of which are available from HR. All parental leave must be booked in advance therefore you should always seek the permission of your immediate manager before taking time off for parental leave. Parental leave is currently unpaid.

6.8. Adoption Leave

We recognise our statutory obligations regarding adoption leave. If you are planning to adopt you should inform the Company as soon as possible. If you have 26 weeks continuous employment ending with the week in which you are notified of a match by an approved agency, you may qualify for Adoption Leave. Adoption Leave is made up of 26 weeks Ordinary Adoption Leave and 26 weeks Additional Adoption Leave. If you qualify for payment, this will be paid at the statutory rate for up to 39 weeks. Further details are available from HR.

6.9. Flexible Working

If you have parental responsibilities for children who have not reached their 17th birthday, or have caring responsibilities for adults, you have the statutory right to request flexible working, subject to conditions as set out below. We will try to accommodate any request for flexible working, subject to operational needs. Any request for flexible working must be submitted in writing.

You may also have the statutory right to request flexible working if you care for an adult who:

- a) Is married to you, or is your partner or civil partner; or
- b) Is a near relative, this includes parents, parents-in-law, adult child, adopted adult child, siblings including those who are in-laws, uncles, aunts, grandparents and step-relatives; or
- c) Falls into neither category but lives at the same address as you.

We are obliged to consider such a request and respond to it. There is, however, no legal right for you to change your hours of work. Further information is available from HR.

7.0. GENERAL INFORMATION

7.1. Flexibility

We reserve the right to amend your job role if the needs of the Company require it. It may also be necessary for you to temporarily take over duties not normally undertaken, particularly during holiday periods or sickness. In order that the Company can operate most effectively, it is an express condition of your employment that you are prepared to temporarily transfer to alternative roles and duties if the needs of the Company require it.

7.2. Training

We undertake to provide you with the necessary training to enable you to perform your contracted duties. Your training will include health and safety training; this is to ensure your own safety and that of your colleagues. The Company reserves the right to train you in other duties and it is a condition of your employment that such training courses achieve a satisfactory outcome. You may be required to sign a training agreement prior to attending any training courses. Any person leaving within 6 months of the training given may be subject to a recharge of the training cost.

7.3. Health and Safety

The Company's Health & Safety Policies operate within the Health and Safety at Work Act 1974. It is essential that you comply with health and safety regulations and we will give you full training on what you need to know during your induction and on an ongoing basis. If you wilfully or by neglect fail to observe the Company health and safety rules and regulations, disciplinary action may be taken. In serious cases, such action may include your dismissal.

7.4. Jury Service

If you are called for jury service, you should present the Jury Services Notification Slip to your immediate manager. You will be expected to return to work on the days that adjournments make this practicable. If the timing of the jury service conflicts with your work needs, you must let your immediate manager know as soon as possible. You are entitled to claim statutory compensation from the courts in respect of your jury service. We will not pay you for any time you are away from work on jury service.

7.5. Public Duties

You are entitled to reasonable unpaid time off during working hours to perform the duties associated with positions such as Justices of the Peace, members of a local authority, statutory tribunal or police authority.

7.6. Drugs and Alcohol

The use of illegal drugs or alcohol in the workplace may lead to disciplinary action that could result in your dismissal. The following rules will apply:

- a) If you are found to be consuming alcohol or deemed to be under the influence of alcohol in the workplace or in your working hours this may be treated as gross misconduct under the Company's disciplinary procedure.
- b) The taking of illegal drugs or being under the influence of illegal drugs by any employee in the workplace or during working hours may be treated as gross misconduct under the Company's disciplinary procedure.
- c) The possession of drugs for any reason other than medical is forbidden.
- d) We may ask you to undertake a medical examination if we believe you have a problem in relation to drugs and/or alcohol to assess if this is affecting your ability to work. You may be suspended from work until the problem is resolved. The Company will decide whether to treat it as a disciplinary matter.
- e) We will inform the police if we believe there has been an abuse of controlled drugs by an employee, for which criminal controls are appropriate, either in the workplace or when working on behalf of the Company when the employee is off the Company's premises.
- f) We reserve the right to test for either drugs or alcohol. Failure to co-operate, or if tests prove positive then this may be treated as gross misconduct under the Company disciplinary procedure.

7.7 Post Employment Restrictive Covenant

The Company has, as you acknowledge invested considerable time, effort and expense in developing its EMS business. You acknowledge and agree that if you were to compete with *The Company* immediately after the termination of your employment *The Company* would be at a serious disadvantage and such unfair competition would do damage, financial or otherwise. Therefore you acknowledge that these restrictions are fair and reasonable in the circumstances for the protection of *The Company's* legitimate business interests.

Definitions:

- Customer: any person, firm, company or organisation who was at any time during the Relevant Period a customer of *The Company* and for whose business or account you (or any person who reports to you) dealt with or had responsibility for during the relevant period.
- Prospective Customer: any person, firm company or organisation which at any time during the Relevant Period you have been involved on behalf of *The Company* in a formal tender or proposal with a view to doing business with *The Company* (or any *Associated Company*).
- Relevant Period: the [12] months before the termination date.
- Restricted Area: the geographical area in which *The Company* (or any *Associated Company*) has conducted Restricted Business.

- Restricted Business: any business of *The Company* (or any *Associated Company*) with which you were involved in during the relevant period.
- Termination Date: the date on which your employment with *The Company* terminates.

Non-Competition

During the term of your employment and for a period of [12 months] after your Termination Date, you will not, either personally or by an agent, whether on your own or in association with another person/organisation, engage in business with or be in any way interested in any person, firm, company or organisation that conducts Restricted Business within the Restricted Area.

Non-Solicitation

During the term of your employment and for a period of [12 months] after your Termination Date, you will not, either personally or by an agent, whether on your own or in association with another person/organisation, canvas, solicit, or attempt to solicit any business from *The Company's* Customers, Prospective Customers for or in relation to any business or activity which is in competition with *The Company* (or any *Associated Company*).

Non-Dealing

During the term of your employment and for a period of [12 months] after your Termination Date, you will not, either personally or by an agent, whether on your own or in association with another person/organisation, for or in relation to any business or activity which is in competition with *The Company*, deal, negotiate, or contract with any Customer or Prospective Customer with whom you personally dealt with during the [12 months] immediately preceding the termination of your employment.

Non-Poaching

During the term of your employment and for a period of [12 months] after your Termination Date, you will not, either personally or by an agent, whether on your own or in association with another person/organisation, employ or engage any person who was during the Relevant Period a director, senior or key employee of *The Company* (or any *Associated Company*).

General Terms

The period of each Restriction in the above clauses or any part thereof will be reduced by the length of any period immediately before the Termination Date during which *The Company* required you to remain away from its premises or not to carry out your duties to any Garden Leave clause.

In the event that any one or more or any part of the Restrictions set out above shall be rendered or judged invalid or unenforceable, such restriction or part shall be deemed to be severed from this agreement and such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining restrictions.

8.0. GENERAL RULES

8.1. Personal Details

It is a statutory duty under data protection legislation for the Company to maintain accurate personnel records. It is your responsibility to inform the Company promptly of any change to your personal details.

8.2. Additional Employment

If you plan to take up additional employment, you must discuss the nature of the additional employment with your immediate manager in order to comply with the Working Time Regulations 1998. This is to assess the effect that the additional employment will have on your ability to perform your work for the Company. You must obtain written authorisation from your immediate manager for any additional employment. You are not permitted to engage in any additional duties for any customer or potential customer, for your own personal gains, unless you have written authorisation from your immediate manager.

8.3. Standards of Dress

We expect you to wear dress appropriate to the job that you are doing. Please remember that you come into contact with members of the public and it is important to present a professional image with regard to your appearance, standards of dress and personal hygiene

8.4. Uniform

If you are issued with a uniform, you are responsible for laundering the uniform and for ensuring that it is kept in good repair. Any additional uniform is available for purchase. The uniform must be worn during working hours. If you leave the Company and fail to return (or fail to return it in reasonable condition), lose or damage the uniform, we reserve the right to deduct the cost of replacements from any wages or outstanding monies owed to you. You agree to any such deduction pursuant to the Employment Rights Act 1996.

8.5. Telephone Calls/Personal Mobile Phones

Personal telephone calls are only allowed in the case of an emergency or with the authorisation of management. The use of personal mobile phones is not permitted during working hours. They may only be used during authorised breaks or in the case of an emergency.

8.6 Contact of Friends and Relatives

Friends and relations should be discouraged from telephoning or visiting you when you are at work, except in the case of emergencies. Under no circumstances should any non-employee accompany an employee to a customer or supplier premises other than with written

authorisation from your immediate manager. Any breach of this clause may result in disciplinary action and could lead to your dismissal.

8.7. Private Mail

No private mail may be posted at the expense of the Company except in the circumstances where a formal re-charge arrangement has been made. Private mail should not be sent c/o the Company as all mail that is received by the Company will be opened, including that which is sent to individuals.

8.8. Buying and Selling of Goods and Services

You are not permitted to buy and sell goods and/or services on your own behalf on Company premises or during working hours unless authorised by your immediate manager.

8.9. Cash Collections

Collections of money for gifts for employees are not allowed without permission from your immediate manager.

8.10. Employee Notices - Changing Terms and Conditions of Employment

It is our policy to keep you informed of any changes that may affect you. This will be done through the use of the notice boards, meetings, email, letter. We reserve the right to change your terms and conditions. Any changes will be discussed with you prior to the proposed change in a consultation exercise and the appropriate notice will be given.

8.11. No-Smoking Policy

We operate a no-smoking policy. Smoking is not permitted in the Company's buildings, on the Company's premises. If you wish to smoke during breaks you must walk off site and onto the public road. We take this matter very seriously and breach of this rule might lead to disciplinary action and result in your dismissal without notice for gross misconduct. Defacing or removing 'no-smoking' signs will also result in disciplinary action.

8.12. Good Housekeeping

Work areas must be kept clean and tidy at all times to reduce the risk of fire and accidents. General housekeeping duties will be a part of your day to day role and equipment and safety guidelines will be available to support this.

We provide kitchen facilities for your use during authorised breaks. You are responsible for cleaning and tidying this area after use.

8.13. Parking

Personal vehicles are parked at your own risk and we do not accept liability for any theft or damage.

8.14. Safety

You must read and take note of any health and safety notices that are posted on the notice boards. You are expected to take reasonable care for your own well-being, and that of your colleagues.

8.15. Accidents at Work

If you have an accident at work, however minor you may consider it, you must record it in the correct accident book or sheet. If you are working off site you should document the accident on the site where you are working and notify the office immediately. You **MUST** provide details of the nature of the accident or injury, any first aid treatment that was administered, the names of any witnesses and the date and time the accident occurred.

8.16. Health and Hygiene

If you have either been in contact with persons suffering from an infectious or contagious disease, or are suffering from an infectious or contagious disease, you must report it before commencing work. We reserve the right to suspend you from work for such period of time as we consider it necessary for the risk of passing the infection to other employees and members to have ceased.

Any cuts or burns to the hand or arms must be covered with appropriate dressings.

8.17. Protective Clothing and Equipment

Protective clothing, e.g. footwear, headgear, and items of protective equipment may be issued to you for protection because of the nature of your job. Failure to use the issued safety clothing and equipment will be regarded as a contravention of the Health and Safety at Work Act 1974. It is your responsibility to look after these items and to report damaged or faulty clothing and equipment and to state when further or additional clothing is required.

8.18. Economy

The Company maintains a policy of 'minimum waste' which is essential to the cost effective and efficient running of all our operations. Every employee has a responsibility to promote this policy by taking extra care when carrying out normal duties to avoid unnecessary or extravagant use of services, time, materials, lights, heating, water etc. You should also co-operate with any recycling schemes that are introduced.

8.19. CCTV/Security Cameras

You should be aware that you may be observed via CCTV or security cameras. Any information gained by CCTV or security cameras may be used as evidence at a later date if considered appropriate.

In compliance with the Bribery Act 2010 no employee should directly or indirectly offer, promise, give or demand a bribe or other undue advantage to obtain or retain business or

gain other improper advantage. All offers of bribes from third parties must be reported to your immediate manager.

You must not accept or agree to accept any offer of gifts or services from members, suppliers, distributors, or any person having similar connections to the Company without prior consent from your immediate manager. A breach of this rule may give rise to disciplinary action which may lead to your dismissal without notice.

8.20 Gratuities and Bribery

In compliance with the Bribery Act 2010 no employee should directly or indirectly offer, promise, give or demand a bribe or other undue advantage to obtain or retain business or gain other improper advantage. All offers of bribes from third parties must be reported to your immediate manager.

You must not accept or agree to accept any offer of gifts or services from members, suppliers, distributors, or any person having similar Connexions to the company without prior consent from your immediate manager. A breach of this rule may give rise to disciplinary action which may lead to your dismissal without notice.

9.0 COMPUTER USAGE

We will comply with all laws that regulate the use of computers, data protection and confidentiality. You are expected to assist in ensuring that the Company complies with its legal duties and it is very important that you adhere to the following rules. Failure to do so may result in disciplinary action, which could lead to your dismissal on the grounds of gross misconduct in serious cases.

- a) You should only use the Company's computers for the performance of your job during working. You should not use the computers or any information, data or software held on them for any other purpose.
- b) You are permitted to use the internet access during your breaks.
- c) You are responsible for making sure that any faults or problems that occur whilst you are using the Company's computers are reported to management.
- d) If you have access to confidential information and/or data on the Company's computers, you must ensure that such information and/or data remains confidential and is secure.
- e) If you have been issued with a password that gives you access to the Company's computers or any part of those computer systems, you must keep the password confidential. It can only be given to another person with the written permission of immediate manager.
- f) Unless you have the written permission of management, you are not permitted to make or distribute copies of any software on the Company's computers, particularly when copying such software will amount to a breach of copyright.

- g) You may make copies of information or data held on the Company's computers for back up purposes only. If you wish to transfer this information or data to another computer that does not belong to the Company, for example, so that you can work on your home computer, you will need the written permission of management.
- h) You may only load on to the Company's computers software authorised in writing by management.
- i) We have an email system, which is intended to promote the Company's business by making communication more effective. The Company may be liable if you misuse the system by, for example, sending other people either inside or outside the Company defamatory messages. This also applies to text messages on Company mobile telephones. The email system should not be used for personal messages.
- j) You must not use inappropriate language in any communication connected with the Company or made during working hours, in particular communication that may be interpreted as malicious gossip or messages that amount to a breach of the Company's equal opportunities policies or that are otherwise inappropriate. In certain cases, you may commit a criminal offence if you send inappropriate messages.
- k) You are not permitted at any time to access any social networking sites for personal use. Anyone found visiting a social networking for personal use site will be subject to disciplinary action.
- l) Any email that you send through the Company's computer systems or mobile telephones are the Company's intellectual property. The Company reserves the right to retrieve all emails for any reasons that it deems appropriate. The Company also has the right to monitor all use of its computer systems without specifically informing you each time it does so. You agree that these provisions do not infringe any rights that you may have under the Human Rights Act 1998 or any legislation that amends or replaces the Human Rights Act 1998.
- m) If you receive an email that was not meant for you, you should immediately notify the sender.
- n) If you receive an email that has inappropriate contents, you should notify management immediately.
- o) If you deliberately or knowingly misuse the Company's email system, the Company may consider this to be gross misconduct. The Company will not tolerate the sending of emails that are malicious, untrue, obscene, defamatory or in any way offensive. The Company will operate its disciplinary procedure in respect of any such misuse.

9.1. Social Media

The term social media refers to a number of websites and internet media resources which enable users to share information, opinions and social exchanges.

They are normally free to use, unregulated except by the users themselves and can be used or looked at by anyone with internet access anywhere in the world. Examples of social media are blogs, social networking sites, podcasts, message boards and chatrooms.

We recognise that employees will use these media outside work, and they can be usefully used within work to make business contacts, exchange ideas and views about products and issues, and improve customer service.

Because of the global nature of the media and its potential, some rules need to be devised to ensure it is used safely and effectively, and these are set out below:

- a) You may not share any information which is commercially sensitive, private or copyrighted open brackets see rules on confidentiality below closed brackets.
- b) You must comply with any other guidance we give from time to time concerning use of social media.
- c) Be wary of any potential issues concerning information exchanged, such as defamation, breach of privacy and Copyright, and comply with the law at all times.
- d) You must not identify or refer to any member, ex member or prospects.
- e) Be yourself and do not use separate identity's or pseudonyms online. If you are on a business related site such as a professional body or business forum, and you think it is appropriate, you may identify yourself with your job title and give the name of your employer. However, you are not speaking on our behalf and if necessary you should state that any views expressed are your own.
- f) Use common sense. Apply your judgement and exercise discretion respect your audience as you cannot know who is reading your posts. Do not make any derogatory personal comments or offensive remarks. Be mindful that anything you publish is instantly available worldwide and for a long time in the future. It cannot be retracted and you are personally responsible for it.
- g) Protect your own privacy and do not disclose any personal information.

9.2. Use of Internet Social Networking Sites

We require employees to understand the potential for breaches of confidentiality when using Internet social networking websites (such as 'Facebook').

You must not discuss or make indirect reference to the Company, your work, your colleagues, suppliers, members or any associated business on social networking sites. This is essential to preserve the confidentiality and security of all concerned.

Entering into discussions about your activities at work when you are outside of work may be misinterpreted and, therefore you are required not to make any comments if they could be related to the Company or your work in any way. Even making general comments about your time at work could be misconstrued.

If you are unsure about your obligations under this policy, or wish to discuss this in more detail, please speak to your immediate manager.

9.3. Monitoring of Electronic Communications

In accordance with the law the Company will exercise its right to intercept and monitor electronic communications on its systems such as telephone calls, text and email messages. this may be to monitor criminal or unauthorised use, viruses, threats to the computer system, or to ensure the effectiveness of its operations and compliance with the company policies

and procedures. Monitoring may be of either the content or extent of use or both, and be on a random basis or when the company has cause for concern.

A reasonable level of personal use of some electronic communication tools, such as computers, may be extended to you outside of normal working hours or in the event of an emergency. Although the company respects your personal privacy, electronic communication tools are provided primarily for business purposes.

If you have concerns about privacy you should not use the companies electronic communications resource is for personal use. For example, employees wishing to send confidential non work related emails should do so on their own equipment in their own time at their own home and should tell personal email Contacts never to send any personal emails to them at work.

10.0. VEHICLE POLICY

Using own vehicle for business use

If you are using your own personal vehicle for business use you may be entitled to reclaim business mileage. You should complete the appropriate expenses claim, which should be authorised by your immediate manager and then submitted in accordance with payroll requirements. Mileage rates may vary from time to time and details are available from HR.

The Company will expect you to have a vehicle suitable for the job that you are doing. If you are using your own personal vehicle for business use, you must ensure you have insurance providing cover for business use and vehicle breakdown recovery.

Evidence of insurance must be produced prior to initially using your vehicle for business purposes, as must (where applicable) a valid M.O.T. Certificate and full driving licence for the vehicle type. The Company may from time-to-time require you to produce these documents on request, for routine verification.

At all times the vehicle is used for business purposes it must be maintained in accordance with the manufacturer's recommendations and Road Traffic regulatory requirements.

You are expected to drive in a safe and courteous manner in accordance with the road traffic acts/ regulations at all times on business journeys. If you are considered to be driving recklessly or carelessly on business journeys you may be subject to disciplinary action, and in the event of reckless driving, this may result in your dismissal without notice for gross misconduct.

If you are disqualified from driving, and driving is an essential part of your job, the Company cannot guarantee to find you alternative employment and you may be dismissed.

11.0. BEHAVIOUR OUTSIDE WORK

Normally the Company has no jurisdiction over employees outside working hours. However, if your activities outside work adversely affect the Company then they will become an issue. Such activities may include your conduct outside work while attending a work function outside working hours, or activities in your leisure time, for example while on-line on social networking sites, blogs or chat rooms.

The following will result in disciplinary action:

- a) Bringing the name of the Company into disrepute.
- b) Adverse publicity.
- c) Actions that result in loss of faith in the Company by third parties.
- d) Actions that result in loss of faith in the integrity of the individual (this includes harassment, bullying and any other inappropriate behaviour).

The detriment suffered by the Company will determine the level of misconduct and most suitable disciplinary stage considering the circumstances. Your employment could be terminated if your actions cause extreme embarrassment or serious damage to the reputation or image of the Company.

Disciplinary action will only be taken after the Company has fully investigated the facts. If necessary the Company will suspend you for this period of time, during which you will receive your normal rate of pay. The rules and procedures covering disciplinary hearings and appeals will still apply.

12.0. PROPERTY

12.1. Employees' Property

You are advised not to bring valuable personal items onto the premises. We do not accept liability for the loss of or damage to any personal items. Any loss or theft of items must be reported.

12.2. Company Property

You are not permitted to use Company property for any purpose other than its intended use. Prior written approval from your immediate manager property must not be removed from the premises unless with prior approval.

12.3. Damage, Loss or Theft of Company Property

Your immediate manager must be notified of any damage to Company property or premises. If Company property is damaged, lost or stolen through your negligence or fault, you agree that the Company may deduct the cost of repair or replacement from your salary. Before any

decision is made to deduct, the matter will be fully investigated and you will be given an opportunity to state your case and appeal the decision. You agree to any such deduction pursuant to the Employment Rights Act 1996.

12.4. Return of Company Property

Upon termination of your employment for whatever reason, you must return to your immediate manager all property belonging to the Company including computer, equipment, tools, uniforms, keys, entry passes, records, documents, accounts, letters, papers (including all copies, summaries and extracts) within your possession or control belonging or relating to the affairs and business of the Company and its members.

You agree that the Company may deduct the cost of replacement of any items not returned, or repair of items that are returned damaged, on termination of your employment from your salary or any monies owed to you. You agree to any such deduction pursuant to the Employment Rights Act 1996.

12.5. Lost Property

If you find any items of lost property they should be handed to your immediate manager or left at Reception.

13.0. GRIEVANCE PROCEDURE

We recognise that from time to time you may wish to raise issues relating to your employment, or discuss matters that are causing personal concern. It is our policy to encourage free communication between employees and their managers to ensure that any problem or issue arising during the course of employment can be resolved as fairly as possible, as soon as possible.

Informal

In order to achieve a speedy resolution of any problem or issue that you may have, you should start by having an informal discussion with your immediate manager. Having an informal discussion can quite often solve the problem. Should your grievance concern your immediate manager then the matter should be raised with the next level of management.

Step 1

If the matter cannot be resolved by informal discussion or if you are not satisfied with the outcome of the informal discussion, then you must inform your immediate manager that you

wish to take the matter further and submit a formal written grievance within 14 days. You should try to explain fully the nature of your complaint and send the written grievance to the next level of management. Where you are unable to formulate a written grievance due to a disability you should see a member of management who will assist you.

Step 2

Every effort will be made to resolve your grievance at a formal hearing within 7 days. At the hearing, you have the right to be accompanied by either a work colleague or an accredited Trade Union representative.

All grievance proceedings and records will be kept confidential.

You will receive the outcome of the hearing in writing wherever possible within 7 days of the hearing.

Step 3

Following the grievance meeting, you will be informed of the person to whom you can send a written appeal if you are still not entirely satisfied or consider you have not been fairly treated. Your written appeal should say why you are appealing against the decision and needs to be sent within 7 days of you receiving the outcome of the hearing in writing.

At the appeal hearing, you have the right to be accompanied by either a work colleague or an accredited Trade Union representative.

You will receive the outcome of the appeal hearing in writing wherever possible within 7 days of the hearing.

The decision of the person dealing with the appeal is final.

14.0. HARRASSMENT AND BULLYING

14.1. Introduction

Harassment is unwanted conduct that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment. Harassment can take many forms, occur on a variety of grounds and may be directed at an individual or a group of individuals. It is the act itself and the impact on the individual, not the intentions of the perpetrator, which determines what constitutes harassment. Everyone reacts differently, and what may not be offensive to one person may be offensive to another. Harassment may be unintentional on the part of the perpetrator.

Harassment and bullying based on race, nationality, ethnic origin, religion or belief, gender, marital status, sexual orientation, disability, age, part-time status or trade union activities or even personal characteristics, breaches our Equal Opportunity Policy, interferes with an individual's work performance and affects health, confidence and morale. We do not tolerate such behaviour, and will take disciplinary action against employees who breach this policy. If the perpetrator is not an employee of the Company, we will take whatever steps are reasonably practicable to protect you from the harassment in the course of your employment.

14.2. Responsibility of Managers and all Employees

- a) Staff in supervisory or management positions must ensure that, as far as they are able, they act immediately if they become aware of any harassment or bullying taking place and are supportive towards any employee who complains.
- b) All employees have a responsibility to understand and comply with this policy at all times, and to report any harassment or bullying they are aware of within the workplace to your immediate manager or the next level of management. Harassment and bullying may occur between employees outside working hours, for example at work related social functions, and this should also be reported.

14.3. Identifying Harassment and Bullying

Generally, harassment means conduct, which is unwanted or offensive to the recipient. For example, sexual attention becomes sexual harassment if it persists once it has been made clear that the recipient regards it as offensive or unwelcome. One incident alone may constitute sexual harassment if it is sufficiently serious. Victimisation or making fun of an employee who has complained in good faith of bullying or harassment is in itself an act of harassment.

The following are examples of unacceptable conduct that will amount to a breach of this policy. These examples are not exhaustive and there may be others.

- a) **PHYSICAL and NON-VERBAL CONDUCT:** Unnecessary touching, patting, pinching or pushing, compromising personal space, assault or simulating sexual acts or ignoring an individual. Displaying suggestive or offensive pictures, objects or written materials, leering, whistling and suggestive or offensive gestures and inappropriate use of emails.
- b) **VERBAL CONDUCT:** Persistent requests to join in social activities (after it has been made clear that such requests are unwelcome) or other advances or unwelcome attention of a personal nature, offensive and suggestive remarks, threats, intimate questions, innuendoes, lewd comments, obscene jokes or foul language or inciting racial hatred or racial or sexual abuse, derogatory language and inappropriate comments about dress, appearance or physique.

14.4. What to do if you feel you are subject to harassment

14.4.1. Informal Procedure

If you believe you are the victim of conduct that constitutes harassment or bullying, you should make it clear to the perpetrator that you find such conduct unwelcome or offensive. This may be sufficient to stop the harassment. Where the harassment continues or where it is difficult or inappropriate for you to raise the issue with the perpetrator (for example, where that person is in a senior position or is not an employee of the Company), you should report the matter verbally to your immediate manager or the next level of management. If you do not wish to make a formal written complaint then the person dealing with the issue may deal with the matter on an informal and confidential basis by speaking to the perpetrator on your behalf.

14.4.2. Formal procedure

If you wish to make a formal complaint, this should be made in writing to your immediate manager. The issue will then be processed within the Grievance Procedure. Where you wish to raise a formal complaint against your immediate manager, the matter should be reported to the next level of management. As far as is reasonably practicable, confidentiality will be preserved. During any investigation the Company may suspend the alleged perpetrator on full pay and benefits or temporarily re-deploy them. Suspension or temporary redeployment during investigation is a precautionary measure only and is not considered disciplinary action.

14.4.3. Outcomes

Following completion of the investigation, if the complaint is substantiated, disciplinary action may be taken against the perpetrator. You will be notified of the outcome of the investigation. Serious incidents (even of a one-off nature) can constitute gross misconduct for which the perpetrator may be dismissed without notice.

15.0. DISCIPLINARY RULES AND PROCEDURES

The disciplinary procedure establishes a process by which breaches of disciplinary standards can be dealt with fairly and consistently. The disciplinary procedure is designed to help and encourage all employees to achieve and maintain the required standards of conduct, attendance and performance. It should be seen as a corrective procedure ensuring all employees are treated fairly.

If you have less than 24 months' service, we reserve the right to dismiss you without following the procedure below or having issued any previous warnings. We reserve the right to vary the disciplinary procedure to take account of your length of service or other circumstances. The Company may commence the Disciplinary Procedure, depending on the circumstances, at any of the following levels.

15.1. Categories of Misconduct

15.1.1. Gross Misconduct

Below is a list of possible acts, which we consider to be gross misconduct, which entitles the Company to dismiss without notice. The list is not intended to be exhaustive as it is impossible to list all offences that may result in disciplinary action.

- a) Theft, fraud and deliberate falsification of records (including time sheets).
- b) Physical violence or serious threats of physical violence.
- c) Serious bullying, harassment or discriminatory behaviour.
- d) Deliberate damage to property.
- e) Serious insubordination or wilful refusal to obey a reasonable instruction (including failure to attend a disciplinary hearing without good reason).
- f) Misuse of Company property/software/copyright or name.
- g) Bringing the employer into disrepute.
- h) Being unfit to work through drink or drugs, or being found in possession of unsealed alcohol, illegal drugs, or obscene material at work.
- i) Serious negligence, including reckless driving on business journeys or at any time in a Company vehicle, which causes or might have caused unacceptable loss, damage or injury.
- j) Breach of non-solicitation, confidentiality, or non-competition clauses.
- k) Serious infringement of health and safety rules.
- l) Serious breach of the Company computer policy including abuse of email and internet facilities.
- m) Allowing non-employees to attend customer or supplier premises without authorisation from the Company.
- n) Carrying out additional work for members, or potential members for your own personal gains, without authorisation from the Company.
- o) Smoking in areas where smoking is not permitted.
- p) Failure to attend appointments without notifying the Company.
- q) Serious breach of confidence (subject to the Public Interest (Disclosure) Act 1998).
- r) Offering, soliciting or receiving a bribe.
- s) Comments on social networking sites with potential for a severe detrimental impact on the Company or people associated with it.
- t) Unauthorised absence.

15.1.2. Serious Misconduct

This includes acts that fall short of gross misconduct, but which are so serious that they would justify the Company moving straight to issuing a final written warning. For example:

- a) Leaving your place of work without authority.
- b) Insubordination which is not wilful, i.e. you openly refuse to do something but agree reluctantly when faced with suspension.
- c) Failure to report damage to Company property.
- d) Defacing or removing 'no-smoking' signs.
- e) Persistent or serious breaches of Company procedures.
- f) Neglect of duty, etc.

This list is not exhaustive.

15.1.3. Misconduct

This covers minor or less serious breaches of Company rules and procedures such as:

- a) Persistent lateness, absence or sickness.
- b) Minor breaches of procedure.

Again this list is only a guide and is not exhaustive.

15.2. Suspension

If allegations of gross misconduct or serious misconduct are made, the Company may suspend you while further investigations are carried out.

Suspension will be on full pay; this does not imply any determination of guilt or innocence, as it is merely a holding measure pending further investigation.

15.3. Disciplinary Procedure

The disciplinary procedure is designed to help and encourage all employees to achieve and maintain the standards of conduct, attendance and performance of the Company. It should be seen as a corrective procedure ensuring all employees are treated fairly.

It is important that you read and understand the following principles and procedures, as they constitute an important part of your terms and conditions of employment.

We believe that the following disciplinary procedures should be followed in order to resolve any problems relating to conduct or performance fairly. Disciplinary action will normally follow the procedure below. However, the Company reserves the right to vary the disciplinary procedure. The disciplinary procedure may also vary depending on the seriousness of the allegations of misconduct/capability to be addressed:

- a) You will be notified in writing of the allegations and no hearing will take place until a minimum of 24 hours has elapsed.
- b) You will be provided with information relating to the allegation prior to the hearing.
- c) You will have the right to be accompanied at the hearing by a work colleague of your choice or an accredited Trade Union representative.
- d) You or your representative may ask questions or make statements; the representative cannot answer questions on behalf of the employee.
- e) Any decision made will be based on a reasonable belief, the balance of probability and on the evidence presented.
- f) The result of any disciplinary hearing will be confirmed in writing.
- g) You have the right to appeal any decision by applying in writing within 7 days of the decision stating your reasons for appealing.

Failure to attend a disciplinary hearing and to do so, without good reason, is deemed to constitute a failure to follow a reasonable management instruction and can amount to gross misconduct. In these circumstances your failure to attend will be considered alongside the reasons for the disciplinary hearing and a decision may be made in your absence.

15.3.1. Stage One - Verbal Warning

In the case of conduct, performance or attendance not reaching the required standard, the problem will be discussed with you and you will be given the opportunity to provide a satisfactory explanation at a disciplinary hearing. If you are unable to provide a reasonable explanation and the hearing concludes reasonably that you are at fault, a verbal warning will be issued. A written copy will be given to you and retained on your personnel file for a period of up to 6 months. You will have the opportunity to appeal this decision.

15.3.2. Stage Two - Written Warning

In the case where insufficient improvement has been made following a verbal warning or the conduct is potentially sufficiently serious to warrant bypassing the verbal warning stage, a disciplinary hearing will be held. As a result of this, if your explanation for your conduct is unsatisfactory and the hearing concludes that your performance or conduct was at fault, you will be issued with a written warning detailing the complaint and the required improvement or change in behaviour. Again you will have the right to appeal against the disciplinary decision. A copy of the written warning will be kept on your personnel file for a period of 12 months.

15.3.3. Stage Three - Final Written Warning

If there is still insufficient improvement or change in behaviour during the term of a prior warning, or where the conduct is potentially sufficiently serious to warrant bypassing stages one and two of the disciplinary procedure, a disciplinary hearing will be held. If there is no satisfactory explanation for the conduct or poor performance at the hearing, a final written warning will be issued. The final written warning will give details of the complaint and warn you that failure to improve or modify your behaviour may lead to your dismissal, or to some other action short of dismissal. Again you will have the right to appeal against the decision. The final written warning will normally remain on your personnel file for a period of 12 months.

15.3.4. Stage Four – Dismissal

If you still fail to meet the necessary standard of conduct or performance required by the Company, or you commit another act of misconduct or your conduct is potentially so serious as to warrant bypassing the first three stages of the disciplinary procedure, a Final disciplinary hearing will be held. You will be given every opportunity to offer an explanation for your failure to meet the required standards at the final disciplinary hearing. The Company will ensure that fair and reasonable notice of the time and date of the hearing is given and wherever possible the disciplinary hearing will be held during your normal hours of work. You will be given as much information as possible regarding the allegations of misconduct as well as any documentation detailing the shortfall in performance or conduct that will form the basis of the disciplinary hearing. If there is no satisfactory explanation for the conduct or performance then you may be dismissed with notice, unless it is gross misconduct where you will be dismissed summarily. As soon as reasonably practical you will be provided with the

reasons for your dismissal, the date on which your employment will terminate, and the name of the person to whom you may submit your appeal in writing (see Appeals Procedure).

15.4. Other Possible Sanctions

The Company reserves the right to consider demotion and commensurate reduction in your salary or to impose the penalty of suspension without pay for up to a maximum of 5 working days as a direct alternative to dismissal.

15.5. Appeals Procedure

The purpose of an appeal hearing is to review any penalty imposed at the disciplinary hearing. It cannot increase the penalty.

At each stage of the disciplinary procedure you will have the right to appeal. If you wish to do so you should inform the specified person and we ask that this is done within 7 days of your receipt of written confirmation of the disciplinary decision taken against you. Ideally, your appeal should be in writing and include the reason/s why you feel the decision is unfair or inappropriate in relation to the misconduct addressed at the disciplinary hearing. You should also detail any new information or evidence that will support your appeal, including the names of any witnesses. This is to ensure there is sufficient time to investigate any new information before the appeal meeting. You will have the right to be accompanied by a fellow worker or an accredited Trade Union representative at the appeal stage.

The decision of the person dealing with your appeal is final.

16.0. TERMINATION OF EMPLOYMENT

16.1. Redundancy

A redundancy situation arises where there is a closure of the business, closure of an employee's workplace, or where there is a diminishing need for employees to carry out work of a particular kind. We will endeavour to take all reasonable steps to avoid compulsory redundancies. If a redundancy situation arises the following steps will be considered to prevent compulsory redundancy:

- a) Reduction in or a freeze on overtime.
- b) Lay-off or short time working (without pay) other than Statutory Guarantee Pay.
- c) We will seek to find volunteers for redundancy as the first step, but reserve the right to refuse particular volunteers if the needs of the Company require it.

In the case of compulsory redundancy, we will ensure that employees are fully consulted both individually and, if necessary, collectively. A method of selection will be discussed and adopted and the availability of alternative work will be considered. We will make sure you

are given every opportunity to put forward any views of your own during consultation. No decision on job losses will be made until the end of the consultation period.

The Company will pay redundancy pay at the statutory rate. Any payment in excess of this will be entirely at the Company's discretion.

16.2. Retirement

In accordance with current legislation there is no age at which you will be compulsorily retired. Any questions concerning continuation of your employment due to increasing age will be resolved in accordance with the relevant Code of Practice.

16.3. Resignation

You must inform your immediate manager in writing of your wish to terminate your contract of employment. The period of notice will begin from the date of this notification. The last day of service should be mutually agreed between you and your immediate manager and confirmed in writing.

16.4. Lay off

If a situation arises where there is a reduction in work, or there is an occurrence or other circumstances that impact on the normal running of the Company, the Company reserves the right to tell you not to attend work for a period of time. This is known as "lay off".

If you are subjected to lay off, you are still required to be available for work at short notice and attend work if additional work is found for you. You may be required to use any accrued holiday to minimise the lay off period.

You will not be paid during the lay off period. You may, however, be entitled to Statutory Guarantee.

Pay, which will be paid in line with statutory rules and rates. Currently, entitlement is to a maximum of 5 days' Statutory Guarantee Pay on workless days during any rolling 3 month period. You may lose your entitlement to Guarantee Pay if you are offered alternative work and you refuse it.

If lay off is for more than 5 days you will be given a letter confirming this, which may entitle you to claim benefits. Even though you are still an employee of the Company you may be able to claim benefits as temporarily unemployed.

Lay off does not affect your continuity of employment.

16.5. Short Time Working

When it is necessary to put employees on short time working, the allocation of work to employees will depend on the type of work and how much work needs to be done. The decision on this will be made in the best interests of the business. You will be notified of the hours you are required to work, and, where possible, given an indication of how long the

short time working will last. However, you will be required to be available and to attend work should additional hours be necessary.

Periods of short time working do not affect your continuity of employment.

17.0. NOTICE PERIODS

17.1. General

The details of your notice are in your terms and conditions of employment. If you leave the Company without working, or giving the required notice, and the Company incurs any additional expense(s) from covering your duties during your notice period because you have failed to work it, then these costs will be deducted from any wages or monies owed to you. You agree to any such deduction pursuant to the Employment Rights Act 1996.

If your employment is terminated due to redundancy, the same rules regarding notice will apply.

If you are dismissed for gross misconduct you will not be entitled to notice or notice pay.

17.2. Garden Leave

We reserve the right to place an individual who is on notice on "Garden Leave", i.e. during your notice period, the Company may require you to neither attend your place of work, nor to contact members, and may not provide you with any work, or may provide you with alternative work of a broadly similar nature. This right is exercisable at the absolute discretion of the Company. Whilst on "Garden Leave" you will receive your basic pay and still be subject to the Company's rules and disciplinary procedures.

17.3. Pay in Lieu of Notice

We reserve the right to make a payment in lieu of notice for all or any part of your notice period on the termination of your employment. This provision, which is at the Company's discretion, applies whether notice to terminate the contract is given by you or the Company. Any such payment will consist solely of basic salary and shall be subject to such deductions of Income Tax and National Insurance contributions as the Company is required or authorised to make.

18.0. STATEMENTS TO THE MEDIA

The Directors are the only people authorised to give statements about the Company or matters connected with the Company to reporters from the newspapers, radio, television etc. Any request from any representative of the media for information, statements or comment about the Company must be referred to your immediate manager.

Employees should not make unauthorised statements on any social media, internet site or social networking media. Any request from any representative of the media for information, statements or comment about the Company must be referred to your immediate manager.

19.0. CONFIDENTIALITY

The Company operates a very strict policy with regard to confidential information. This information includes, but is not limited to:

- a) Marketing and sales policies or information.
- b) Pricing information.
- c) Client or customer information.
- d) Supplier information.
- e) Accounts information.
- f) Technical information.

The affairs of the Company's members are also private and any information that you obtain about members during the period you are employed must be regarded as confidential. For the avoidance of any doubt, this includes all information belonging to members relating to all activities.

You are in a position of trust and it is essential that the confidentiality of any information you may come across in the course of our work is maintained, for example, if you overhear a telephone conversation you must not reveal any of the content of that conversation to anyone.

You must respect the confidentiality of information we hold on our members. You must not disclose any information you have access to that has not been given to you by either the client or this Company specifically to read (including but not limited to documents held in filing cabinets, left on desks and stored on computers). This is with the exception of general safety notices that are on display for general viewing.

The Company will regard any breach of this confidentiality policy as a disciplinary offence and serious breaches will lead to dismissal without notice for gross misconduct.

The non-authorized recording or copying of confidential information belonging to members of the Company by using, for example, computers, cameras or phones, may be considered a breach of confidentiality and lead to your dismissal.

You agree that during and after your employment you will not disclose any confidential information that has come to your attention during the course of your employment. You will at all times protect and maintain the confidentiality of the Company's information and that of its members and may only disclose such information as required by law or as is necessary during the course of your duties with the Company. You understand that this obligation will continue at all times both during and after the termination of employment unless and until the information has come into the public domain.

20.0. DATA PROTECTION

The legislation governs the way in which information about you is held and processed. The following are the principles that the Company operates under:

20.1. Data Protection Principles

- a) Personal data should be processed fairly and lawfully.
- b) Personal data shall be obtained only for one or more specific and lawful purposes and shall not be processed in any manner incompatible with those purposes.
- c) Personal data shall be adequate, relevant and not excessive in relation to the purposes they are processed.
- d) Personal data shall be accurate and, where necessary, kept up to date.
- e) Personal data shall not be kept for longer than is necessary.
- f) Personal data shall be processed in accordance with the individual's rights under the Act.
- g) Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction or damage to personal data.
- h) Personal data shall not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures adequate levels of protection for the rights and freedom of individuals in relation to the processing of their personal data.

20.2. Purposes of Obtaining Data

In order to fulfil individuals' contracts of employment, monitor sickness and performance, equal opportunity policies and otherwise administer the Company's business, we will use and process personal information relating to you which we have obtained during the course of your employment. Such information includes:

- a) Employment history.
- b) Personal circumstances.
- c) Educational qualifications.
- d) Sickness records.
- e) Medical records.
- f) Accident reports.
- g) Attendance records.
- h) Convictions.
- i) Performance appraisals.
- j) Disciplinary records.
- k) Ethnic or racial origins.
- l) Salaries.
- m) Benefits.

In most cases you have provided such information. In others the information has been provided by your manager, other employees, external referees, or in the case of medical records, your doctor.

We hold this personal data about you confidentially and will only disclose it to others where there is a need to do so, e.g. to give information about your earnings to Her Majesty's Revenue & Customs.

No sensitive data such as information about your health, racial or ethnic origins, criminal convictions, trade union membership, political or religious belief will be divulged to a third party without your permission, unless we have a specific legal requirement to process such data.

20.3. Accuracy of Data

It is important that personal data held is accurate. You are required to inform the Company if you believe that your personal data is inaccurate or untrue or if you are dissatisfied with the information in any way.

20.4. Right to Access Information

Under the legislation, you are entitled to have access to certain personal data held about you. If you require access, you should contact your immediate manager. The request should be made in writing specifying the information required. An administration fee may be charged for dealing with a request.

The information shall be provided as soon as reasonably practicable and in any event within 40 days of the Company receiving the administration fee and written request, or the provision by you of the additional information required by the Company for the purposes of locating any information, whichever is later.

21.0. PROTECTED DISCLOSURE OR "WHISTLE BLOWING"

The Company is committed to ensuring a culture of openness and accountability in which abuse, theft, fraud or other misconduct within the organisation by any employee is recognised and reported. You are encouraged to express any concerns you may have and the Company will respect any request you may make to preserve confidentiality as far as possible. If you raise concerns in good faith, you will be protected by the Company from reprisals or victimisation.

If you have concerns about possible abuse, theft, fraud, or other misconduct, you should bring the matter to the attention of your immediate manager. Anyone attempting to stop or discourage another employee from coming forward to express a serious concern will be subject to disciplinary action. Likewise, anyone who criticises or victimises an employee after a concern has been expressed will be subject to disciplinary action.

Your immediate manager will investigate the complaint and involve outside agencies as necessary. The results of the investigation will be related to you, whilst protecting the confidentiality of others involved.

If you continue to have serious concerns after the investigation has been completed and feel that you need to contact an external agency, you can then do so.

Please be aware that any employee who raises a concern with malicious intent or abuses this policy will be subject to disciplinary action.