

# EMPLOYEE HANDBOOK

Issue 4 February 2025

**Tatry Group Ltd,23 First Avenue**

**Building B**

**Milton Keynes**

**England**

**MK1 1DK**

<b>Contents</b>	<b>Page</b>
Employee Handbook Issues And Updates.....	3
Introduction.....	5
About The Tatry Group.....	6
Joining Our Organisation.....	7
Salaries and Wages, etc.....	10
Holiday Entitlement and Conditions.....	14
Sickness/Injury Payments and Conditions.....	16
Safeguards.....	18
Standards.....	25
Health, Safety, Welfare and Hygiene.....	27
Lone Worker Policy.....	30
General Terms and Procedures.....	32
Pandemic Policy.....	40
Anti-Bribery Policy.....	44
Anti-Tax Evasion Policy.....	46
Whistle-blowers.....	48
Capability Procedures.....	49
Disciplinary Procedures.....	51
Capability / Disciplinary Appeal Procedure.....	56
Grievance Procedure.....	57
Personal Harassment Policy and Procedure.....	58
Sexual Harassment Policy.....	62
Domestic Abuse Policy.....	67
Equality, Inclusion and Diversity Policy.....	71
Termination of Employment.....	73






# Introduction

---

## WELCOME TO OUR TEAM

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

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

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

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

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

# About Tatry Group Ltd

---

## WHAT WE ARE

We provide bespoke Cleaning, Security and Support Services to organisations in Milton Keynes, Buckinghamshire, Northamptonshire, Bedfordshire, Hertfordshire and surrounding areas, 24 hours a day 365 days a year. Our bespoke packages are designed to provide the best value for money for any size company and budget across a wide range of sectors.

## WHO WE ARE

Established in early 2017 by a husband and wife team, Tatry Group is a family run and privately-owned company located in the heart of Milton Keynes. We're perfectly positioned to provide a premium, reliable and responsive service to all our clients across Milton Keynes, Bedford, Northampton and surrounding areas. We have a highly experienced management team with deep knowledge of the cleaning and security service industries. Whilst still young, we don't hide that fact and pretend to be bigger than we are. In fact, we embrace it. Our size means customers get the attention they deserve, and our agility means we can bend over backwards to deliver.

## WHY WE'RE DIFFERENT

We provide customised services to clients within industries where generic solutions are too common, offering our clients an unrivalled depth of expertise with integrity. Our meticulous approach to service sets us apart from our competitors and allows us to continually exceed the expectations of our clients. Though many companies claim to deliver, we mean it. Our first principle is 'All stakeholders should get a fair deal' and we are committed to paying our staff well to ensure positive team recruitment and retention. We are experts in each service we provide and strongly value the quality of being honest and having strong moral principles. Our mission and our passion is to provide quality and tailored facilities management services that ensures a fair deal and excellent experience for all our stakeholders.



### Pride

We know that the work we do is important, and we take pride in doing it well.



### Reliability

We consistently show up every day and are able to be relied on and trusted.



### Ownership

We take responsibility for everything in our domain and are accountable.

# Joining Our Organisation

---

## INDUCTION

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

## JOB DESCRIPTION

Amendments may be made to your job description from time to time in relation to our changing needs and your own ability.

## PERFORMANCE AND REVIEW

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

## JOB FLEXIBILITY

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

## MOBILITY

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

## DISCLOSURE AND BARRING CERTIFICATE(S)

Your initial employment is conditional upon the provision of a satisfactory Disclosure and Barring Certificate of a level appropriate to your post. You may be required to undertake subsequent criminal record checks from time to time during your employment as deemed appropriate by the Company. In the event that such certificates are not supplied, your employment with us will be terminated.

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

## CONVICTIONS AND OFFENCES

Owing to the nature of the business, your employment is exempt from the provisions of the Rehabilitation of Offenders Act 1974. You are therefore not entitled to withhold any information

requested by the Company about any previous convictions you may have, or even if in other circumstances they would be regarded as “spent” under the Act.

This information is required before you take up the appointment or upon receipt of this document; failure to declare any criminal convictions including those considered “spent” may result in dismissal without notice. You are also required to report to the Company any convictions or offences, which you are charged with, including traffic offences, during your employment.

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

## **POLICY STATEMENT ON THE SECURE STORAGE, HANDLING, USE, RETENTION AND DISPOSAL OF DISCLOSURES AND DISCLOSURE INFORMATION**

As an organisation using the Disclosure and Barring Service (DBS) and/or Disclosure Scotland to help assess the suitability of applicants for positions of trust, we comply fully with the Disclosure and Barring Service/Disclosure Scotland Code of Practice regarding the correct handling, use, storage, retention and disposal of disclosures and disclosure information. We also comply fully with our obligations under the Data Protection Act.

Disclosure information will be safely kept in an applicant’s personnel file. Access is strictly controlled and limited to those who are authorised to see it as part of their duties in accordance with Section 124 of the Police Act 1997.

We maintain a record of all those to whom disclosures and disclosure information has been revealed and we recognise that it is a criminal offence to pass the information to anyone who is not entitled to receive it.

Disclosure information is only used for the specific purpose for which it was requested.

Once a recruitment (or other relevant) decision has been made, we do not keep disclosure information for any longer than is absolutely necessary in order to allow for the consideration and resolution of any disputes or complaints. Where appropriate, the Disclosure and Barring Service/Disclosure Scotland will be consulted and full consideration will be given to the data protection and human rights of the individual.

Once the retention period has elapsed, we will ensure that any disclosure information is immediately destroyed by secure means, i.e. by shredding, pulping or burning. While awaiting destruction, disclosure information will not be kept in any insecure receptacle (e.g. a waste bin or confidential waste sack). We will not keep any photocopy or other image of the disclosure or any copy or representation of the contents of the disclosure. However, we may keep a record of the date of issue of the disclosure, the name of the subject, the type of disclosure requested, the post for which the disclosure was requested, the unique reference number of the disclosure and the details of the recruitment (or other relevant) decision taken.

## **OTHER POLICIES AND PROCEDURES**

The Company has a number of other policies and procedures that will have been explained to you during your induction. Copies of these will have been provided to you separately or are available on request from the office.



## LICENCE OR ACCREDITATION REQUIREMENTS

If your position means that you have to have an official licence, certification or be accredited with a professional body i.e. SIA, in order to carry out the main duties of your role, it is your responsibility to ensure that the licence, certification or accreditation is maintained. If the licence or accreditation is revoked, lapses, is made subject to specific conditions or you fail to renew it, we may terminate your employment, or may suspend you from work without pay until the licence or accreditation is reissued or revalidated. A decision as to appropriate action will be made after careful consideration of the needs of the business.

## WORK PERMITS

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

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

All costs relating to any immigration application must be borne by the employee in question and will be deducted from your salary.

# Salaries and Wages, etc

---

## ADMINISTRATION

### Payment

a) For all staff the pay period is the calendar month. Wages and salaries are paid by the 15th day of the current month. You will receive your payslip as a PDF to your nominated email address for security reasons. To open the payslip, click on the attachment and enter your password. The password is your first and last initials (upper case) and date of birth (in numbers). Example: John Smith was born on 1 July 1980, so his password is JS01071980.

b) If you provide incorrect bank details to us, the company accepts no responsibility or liability for any loss you may suffer. Please check and double-check bank details that you provide to us. Where the 15th falls on a Saturday, Sunday or bank holiday, payment will be made on the first working business day before the holiday or weekend.

c) You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.

d) Any pay queries that you may have should be raised with your Line Manager. Or you can submit your query by completing the form on the employee portal on our website under 'Wage Queries'

### Overpayments

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

### Income Tax and National Insurance

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

### Pay Reviews

Salaries are normally reviewed annually and any increase is at our discretion. The review does not imply an automatic increase in salary.

### LATENESS/ABSENTEEISM

You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your area of work.

All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.

If you are hourly paid and you "sign in" more than four minutes late (e.g. at 8.05 am) you will lose 15 minutes' pay. If you "sign in" more than 19 minutes late (e.g. at 8.20 am) you will lose 30 minutes' pay and so on.

If you arrive for work more than one hour late without having previously notified us, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the shift or day without pay.

Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

You are not allowed to leave your place of work except during authorised breaks or with the permission of management. Leaving your place of work without authority may lead to disciplinary action and, if the circumstances warrant it, lead to dismissal for gross misconduct. Leaving the workplace early and falsification of timesheets, records or documentation with the intention of receiving money for time not worked may lead to summary dismissal i.e. dismissal will be immediate and without recourse through to the disciplinary procedure and without compensation for loss of notice.

## **SIGNING IN/OUT**

We operate a sign in/sign out policy with which all employees are expected to comply. Upon arrival to work, you must immediately sign in at the time you enter the premises. Upon leaving the premises you must ensure that you sign out using the same system. All employees are expected to arrive and start work promptly. Hourly paid staff use a telephone logging system or app to clock in and out at arrival and at the end of the shift. If you are unsure of how to sign in or out, please check the 'Assignment Instructions' folder on site or ask your line manager.

It is not permissible under any circumstances for any employee to sign in or out on behalf of another. In the event that you forget or are unable to do this for any reason you must report this to your Line Manager immediately. The information collated using this system is used as a roll call in the event of an evacuation, to ensure employees are paid accurately and for monitoring purposes. It is therefore imperative that the information is accurate. You should be aware that falsifying records is considered a gross misconduct offence in accordance with our disciplinary procedures. Failure to adhere to this procedure may result in summary dismissal and/or incorrect or delayed payment of wages/salary.

## **SIGNING IN AND OUT USING SMARTTASK**

We utilise Smarttask's solution which enables us to manage contract service delivery, compliance, improve operational control, raise customer satisfaction and support our duty of care to staff.

If you have any issues signing in or out, you must let your line manager, or the main office know via text or call. Please remember to sign out of your shift correctly otherwise this may result in you not being paid correctly.

Leaving the workplace early and falsification of timesheets, records or documentation (including Smarttask) with the intention of receiving money for time not worked may lead to summary dismissal

i.e. dismissal will be immediate and without recourse through to the disciplinary procedure and without compensation for loss of notice.

### **Using A Telephone to Sign In and Out**

Follow the simple 4 step procedure to sign in or out:

- STEP 1 - Call 01143 597 635
- STEP 2 - Enter our company number 1172#
- STEP 3 - Enter your Personal Identification Number (usually your payroll number)
- STEP 4 - Enter Site Identification Number (found in the 'Assignment Instructions' folder onsite)

### **Using the 'My Smarttask App' to Sign In and Out**

Available from the Apple app store and Google Play. To login use the account key: A508CDFA, your username and password. These will be provided to you on request from your line manager or from the office. Once you're into the main menu, click on 'My Roster'. To start your shift, tap the green button followed by the tick button. Once the shift has been started it will then have an 'in progress' state.

To end the shift, tap the green button again followed by the tick button. Once the shift has been ended it will disappear off the 'confirmed' tab.

### **SHORTAGE OF WORK**

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

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

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

## PENSION SCHEME

We currently have a contributory pension scheme that you will be able to join on the completion of your probation period (subject to the conditions of the scheme). Further details are available separately.

## WORKING TIME REGULATIONS

The Company recognises and adheres to The Working Time Regulations 1998 which includes the following:

- 1) you are entitled to an (unpaid) daily in-work rest break of 20 minutes if your daily working time is more than six hours (for members of staff under 18 years of age, the entitlement is to a 30 minute in-work rest break if daily working time is more than 4½ hours).
- 2) you are entitled to a daily rest period of eleven consecutive hours between each working day (for members of staff under 18 years of age, the entitlement is to a 12 hour daily rest period in each 24 hour period).
- 3) you are entitled to a weekly rest period of 24 hours in each seven day period which may be averaged over a two week period i.e. two days' rest over a fortnight (for members of staff under 18 years of age, the entitlement is two days' rest in each week which cannot be averaged).
- 4) your average working time should not exceed 48 hours a week, normally averaged over a 17 week period, unless you have signed an agreement to opt out of this limit. (There are no separate rules for members of staff under 18 years of age).

You should be aware that there are some variations applicable to the above in accordance with the regulations including provisions for compensatory rest. It is always the intention of the Company to ensure that your hours of work will comply with these provisions, however if at any time you think this may not be the case you should immediately advise your Line Manager.

# Holiday Entitlement and Conditions

---

## ANNUAL HOLIDAYS

Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).

It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.

Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.

You will be required to contact your dedicated Service Manager to request your holiday via text or email.

Once you have registered your holiday request with your dedicated service manager, you will receive an e-mail from your Service Manager authorising or declining your request. If you feel that your request has been unreasonably refused for any reason you should refer the matter to your Service Manager. They will endeavour to ensure that you have every opportunity to take your holidays at the time you request them, but they will need to balance your requests with the needs of the department.

You should give at least four weeks' notice of your intention to take holidays of a week or more and one week's notice is required for odd single days.

You may not normally take more than two working weeks consecutively although longer periods will be considered in exceptional circumstances at our discretion.

You must take half of your annual leave within the first half of the holiday year.

Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.

For office-based staff, you are required to reserve sufficient days from your annual entitlement to cover the Christmas/New Year shut-down period. If you have not accrued sufficient holiday entitlement to cover this period, you will be given unpaid leave of absence.

The company reserves the right to require that holidays are taken to coincide with client shutdowns, or in the case of some education establishments, only during non-term times. There will also be some sites where the taking of holiday at certain times of the year may be restricted due to operational pressure. Employees who work in schools, colleges or other educational settings are not permitted to take paid leave during term-time, you must take your holidays during school holiday periods.

**PUBLIC/BANK HOLIDAYS**

Due to the nature of our work, public/bank holidays are not recognised and are treated as normal working days.



# Sickness/Injury Payments and Conditions

---

## NOTIFICATION OF INCAPACITY FOR WORK

You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than two hours before the start of your shift. Text messages are an acceptable method of notification. Other than in exceptional circumstances notification should be made personally, to your Line Manager/the most senior person on duty.

You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. The notification procedures should be followed on each day of absence unless you are covered by a medical certificate.

If your incapacity extends to more than seven calendar days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

## EVIDENCE OF INCAPACITY

Medical certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form on your return to work.

If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should obtain a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive medical certificates to cover the whole of your absence.

In some situations, in line with government guidance, an extension of self-certification of absence will be temporarily accepted. You will be informed of any such changes should these apply.

## PAYMENTS

You are entitled to statutory sick pay (SSP) if you are absent for four or more consecutive days because of sickness or injury provided you meet the statutory qualifying conditions. SSP is treated as wages and is subject to normal deductions.

Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.

Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.



## RETURN TO WORK

You should notify your Line Manager as soon as you know on which day you will be returning to work if this differs from the date of return previously notified.

If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.

On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to your Line Manager.

Upon returning to work after any period of sickness/injury absence, you may be required to attend a "return to work" interview to discuss the state of your health and fitness for work. Information arising from such an interview will be treated with the strictest confidence.

## GENERAL

Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.

In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness/injury. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.

We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.

If we consider it necessary, we may ask your permission to contact your doctor and/or for you to be independently medically examined.

# Safeguards

---

## RIGHTS OF SEARCH

We have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business.

Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at the time that any further questioning takes place.

You may be asked to remove the contents of your pockets, bags, vehicles, etc.

Whilst you have the right to refuse to be searched, such refusal will constitute a breach of contract, which may result in disciplinary action being taken against you.

We reserve the right to call in the police at any stage.

## CONFIDENTIALITY

All information that:

- a) is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;
- b) relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort; and
- c) has not been made public by, or with our authority;

shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.

You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.

You must make yourself aware of our policies on data protection in relation to personal data and ensure compliance with them at all times.

## DATA PROTECTION

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

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

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

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

You are required to comply with all Company policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.

## **COMPANY PROPERTY AND COPYRIGHT**

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

## **STATEMENTS TO THE MEDIA**

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

## **INVENTIONS/DISCOVERIES**

An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become our property if it was made:

- a) in the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties;
- b) outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these; and
- c) during the course of any of your duties, and at the time you had a special obligation to further our interests arising from the nature of those duties, and your particular responsibilities.

## **VIRUS PROTECTION PROCEDURES**

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

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

## **USE OF COMPUTER EQUIPMENT**

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

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

## **E-MAIL AND INTERNET POLICY**

### **Introduction**

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

### **Internet**

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

## **Procedures – Acceptable/Unacceptable Use**

Unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal.

The internet system is available for legitimate business use and matters concerned directly with the job being done. Employees using the internet system should give particular attention to the following points:

- a) comply with all of our internet standards;
- b) access during working hours should be for business use only; and
- c) private use of the internet should be used outside of your normal working hours.

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

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

You are reminded that such activities (c and d) may constitute a criminal offence.

## **E-mail**

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

## **Procedures - Authorised Use**

Unauthorised or inappropriate use of the e-mail system may result in disciplinary action which could include summary dismissal.

The e-mail system is available for communication and matters directly concerned with the legitimate business of the Company. Employees using the e-mail system should give particular attention to the following points:

- a) all comply with Company communication standards;
- b) e-mail messages and copies should only be sent to those for whom they are particularly relevant;
- c) e-mail should not be used as a substitute for face-to-face communication or telephone contact. Abusive e-mails must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
- d) if the e-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The Company will be liable for infringing copyright or any defamatory information that is circulated either within the Company or to external users of the system; and
- e) offers or contracts transmitted by e-mail are as legally binding on the Company as those sent on paper.

The Company will not tolerate the use of the e-mail system for unofficial or inappropriate purposes, including:

- a) any messages that could constitute bullying, harassment or other detriment;
- b) personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
- c) on-line gambling;
- d) accessing or transmitting pornography;
- e) transmitting copyright information and/or any software available to the user; or
- f) posting confidential information about other employees, the Company or its clients or suppliers.

## **Monitoring**

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

## **USE OF SOCIAL NETWORKING SITES**

Social media can be a very powerful tool which enhances the services we provide to our clients. We use social media to advertise any on-going promotions, products and other relevant information. Only authorised employees should use our Company sites and a professional, positive approach should be maintained at all times.

Employees should be aware of crossing the professional boundaries and hence are not permitted to make or accept “friend requests” to/from our clients on their private social media accounts.

Any work related issues or material that could identify an individual who is a client or work colleague, which could adversely affect the Company, a client or our relationship with any client must not be placed on your private social network accounts. For the avoidance of doubt work related matters must not be submitted on any such site at any time either during or outside of working hours.

## **KEYHOLDING/ALARM SETTING**

You must take all reasonable steps to properly look after any keys or alarm codes that are issued to you. You must not attach any label or tags which would make the keys identifiable with your place of work. When you sign out keys you confirm that you are responsible for the keys that you sign out until you sign the keys back in again. You also accept full responsibility and liability for the keys and agree to pay the cost of up to a maximum of £100 towards replacing the keys or changing the locks if the keys are lost or damaged.

The keys and any security measure such as alarm codes must be kept safe at all times. You must not give the keys or alarm code to any third party unless authorisation is obtained from your Line Manager. Any loss or damage caused as a result of your failure to follow procedures or your negligence in ensuring the safekeeping of the keys and alarm code will result in disciplinary action which could lead to your summary dismissal.

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

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

## **CLOSED CIRCUIT TELEVISION**

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

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

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

## PHOTOGRAPHS AND RECORDING FEATURING EMPLOYEES

All employees should have a reasonable expectation that their images will be used by Tatry Group in a variety of circumstances. In these situations, Tatry Group is relying on its legitimate interests to use photographs, video or sound recordings of employees to be used in printed and electronic media, including the internet for promotional purposes. If any employee objects to their image being used in a particular way (for example being posted on a notice board or our website), they should let their line manager know. In such situations Tatry Group should remove or avoid using the relevant image.





# Standards

---

## WASTAGE

We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of our organisation.

You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:

- a) handle machines, equipment and stock with care;
- b) turn off any unnecessary lighting and heating. Keep doors closed whenever possible;
- c) ask for other work if your job has come to a standstill; and
- d) start with the minimum of delay after arriving for work and after breaks.

The following provision is an express written term of your contract of employment:

- a) any damage to vehicles, stock or property that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement;
- b) any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss; and
- c) in the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess up to a maximum of £250.00.

In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

## STANDARDS OF DRESS

We provide you with a uniform when at work. You are always required to wear your uniform whilst on customer premises and you must ensure that it is kept clean and in a good state. If a replacement uniform is required, please inform your line manager. Your appearance is important, and you must always appear presentable with clean shoes in good condition. Keep uniform in good condition and report any damaged / stained / worn company issued items to your line manager so they can be replaced.

This uniform is often the first thing the clients see and creates the first impression, so it is crucial that it is a good one.

Cleaners are to wear company issued black polo tops or jumpers bearing the Tatry Group logo.

Security staff should wear the following dress code unless otherwise instructed:

- White shirts
- Tatry Group branded tie
- Black blazer or pullover
- Black trousers
- Dark socks
- Black shoes

You must also ensure that good levels of personal hygiene are maintained, and staff should be clean shaven unless sporting a full beard.

If you have been issued with an identification card this must always be visible. For staff conducting security services, it is an offence for security officers to operate without a valid SIA licence. All staff conducting security services must display or produce their SIA licence whilst on duty.

Jewellery should be worn to a minimum. Earrings must be studs; only wedding rings and engagement rings can be worn, bracelets should not be worn on duty, necklaces should not be on display and only worn under uniforms.

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

We expect all employees to look smart and presentable and follow the instructions above. Account will be taken of religious and cultural norms. High standards of appearance and personal cleanliness give clients a positive impression of us both. You should not wear your company uniform outside of the workplace, other than during travel to and from work.

Failure to return your uniform when leaving our employment may result in the cost being deducted from your final payment.

## **PERSONAL RELATIONSHIPS**

We recognise that, from time to time, close personal relationships may develop between members of staff and between staff and customers. In order to ensure that potential conflicts of interest are avoided, employees are required to inform your Line Manager of any relationship which may affect their work or compromise the business in any way.

Any such information will be treated in the strictest confidence. We fully acknowledge the right of employees to privacy in their personal affairs. However, experience has shown that the effect of such relationships can cause a blurring of judgement whereby conflicts of interest arise.

## **HOUSEKEEPING**

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

# Health, Safety, Welfare and Hygiene

---

## SAFETY

You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.

You must not take any action that could threaten the health or safety of yourself, other employees, clients or members of the public.

Protective wear and other equipment that may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.

You should report all accidents and injuries at work, no matter how minor, in the accident book and to your Line Manager.

You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

## REFRESHMENT MAKING FACILITIES

For office-based staff, we provide refreshment making facilities for your use, which must be kept clean and tidy at all times.

## ALCOHOL & DRUGS POLICY

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

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

## ALCOHOL AND DRUG TESTING

The Company reserves the contractual right to carry out alcohol and drug testing on you during their normal working hours. These tests are random and do not imply suspicion in relation to any individual.

In addition, the Company reserves the right to require you, where you are suspected to be under the influence or a user of drugs and/or alcohol to submit to an appropriately administered and supervised test.

If you are required to submit to a test, you will have the right to be accompanied by a fellow work colleague available at the time of the request.

You retain the right to refuse to be tested, however, you should be aware that your refusal may be regarded as breach of contract which may lead to disciplinary action and result in your dismissal.

All personal data collected for this purpose will be processed in line with the current Data Protection Act.

## **NO SMOKING POLICY**

Smoking on the premises or in Company vehicles is not permitted. You are under no circumstances permitted to smoke on client premises. If authorised, you may only smoke during authorised breaks. You may only smoke in the designated smoking area. Where there is no designated smoking area, you should ensure that you are away from the premises and any windows/doors. All litter should be placed in the bins provided. You must wash your hands prior to restarting work after any break. This includes the use of e-cigarettes.

## **HYGIENE**

Any exposed cut or burn must be covered with a first-aid dressing.

If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.

Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

## **PERSONAL HYGIENE**

Your highest attention to your own personal hygiene is requested at all times, as you work in close proximity with our clients and customers.

## **FITNESS FOR WORK**

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

## MANUAL HANDLING

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury.

## SITE CHECKLIST

At all sites of customers, you should take responsibility to know the following:

- Emergency Exits and Assembly Points
- Fire Alarm Call Points
- Location of the First Aid Kit
- How to Set the Alarm and Close the Building (where necessary)
- Who to Call In An Emergency
- Location of the Assignment Instructions Folder
- Location of the Communications Log (where necessary)

## FIRST-AID AT WORK

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

# Lone Worker Policy

---

The Company will avoid the need for employees to work alone where reasonably practicable. Where lone working is necessary, the Company will take all reasonable steps to ensure the health and safety of employees working alone.

The Company will ensure that a risk assessment is conducted and that arrangements are in place prior to employees working alone.

Your Line Manager will ensure that:

- a) lone working is avoided as far as is reasonably practicable;
- b) emergency procedures are in place so that members of staff working alone can obtain assistance if required;
- c) a risk assessment is completed by a person competent to do so prior to employees working alone;
- d) any employee working alone is capable of undertaking the work alone;
- e) arrangements are in place so that someone else is aware of a lone worker's whereabouts at all times;
- f) persons working alone are provided with adequate information, instruction and training to understand the hazards and risks and the safe working procedures associated with working alone; and
- g) training records are kept.

The person conducting the lone working assessment will:

- a) give consideration to the greater risks to expectant mothers and young persons;
- b) involve the employee who is working alone in the assessment process and the development of safe working methods;
- c) advise the employee undertaking the lone working of the findings of the assessment; and
- d) maintain a file of all lone working.

Employees working alone will:

- a) follow the safe working arrangements developed by the Company for lone working;
- b) take reasonable steps to ensure their own safety; and
- c) inform their Line Manager of any incidents or safety concerns.

## Leading Statutory Authority

Health and Safety at Work etc. Act 1974 Management of Health and Safety at Work Regulations 1999 (SI 1999/3242).

Employers have a general duty under the Health and Safety at Work etc. Act 1974 to ensure the health, safety and welfare of their employees as far as is reasonably practicable, which includes providing safe systems, a safe place of work and suitable arrangements for employees' welfare.

Regulation 3 of the Management of Health and Safety at work Regulations 1999 requires a suitable and sufficient assessment of risks arising from work activities (including lone working) to be undertaken.

Regulation 13 of the Management of Health and Safety at Work Regulations 1999 requires employers to consider the physical and mental capabilities of employees when deciding on the tasks they will undertake.

Lone working is not permitted under certain legislation. It is prudent for employers to review any regulations specific to their business prior to allowing lone working.

In relation to a lone working risk assessment consideration should be given to:

- a) the remoteness of the workplace;
- b) potential communication problems;
- c) the likelihood of a criminal attack;
- d) potential for verbal and physical abuse;
- e) vulnerability of lone workers to feelings of isolation, stress and depression;
- f) whether all the plant, equipment, materials, etc. can be handled safely by one person;
- g) whether the person is medically fit and suitable to work alone;
- h) how the lone worker will be supervised;
- i) how the lone worker will obtain help in an emergency such as an assault, vehicle breakdown, accident or fire; and
- j) whether there is adequate first-aid cover.

# General Terms and Procedures

---

## OPERATING PROCEDURES

Your specific operating procedures are in the 'Assignment Instructions' folder at your site. If for any reason you are not aware of their whereabouts please contact your line manager immediately. It is important that these have been read and understood before you commence any service. These are intended to ensure that all employees are aware of their responsibilities in relation to working methods and the recording of changes to information. It is a contractual requirement that you familiarise yourself with, and comply with, the procedures at all times.

## CHANGES IN PERSONAL DETAILS

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

## OTHER EMPLOYMENT

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

- a) Working hours;
- b) Competition, reputation and credibility;
- c) Conflict of Interest; and
- d) Health, safety and welfare.

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

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

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

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



## **PRIVATE WORK**

You are forbidden from undertaking any private work without authorisation from the Company. You will not be allowed to undertake any work which could otherwise have been undertaken by the Company. In the event of you being approached to undertake such work you must report the approach to your Line Manager.

## **TIME OFF**

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

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

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

## **PARENTAL/SHARED PARENTAL LEAVE**

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

## **NEONATAL CARE LEAVE**

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

## **TIME OFF FOR DEPENDANTS**

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

## **CARER'S LEAVE**

Employees with caring responsibilities may be entitled to take Carer's Leave in line with current statutory provisions. You should discuss your situation with your manager who will explain your

entitlements and if appropriate, agree time off.

### **BEREAVEMENT LEAVE**

You may be entitled to up to a maximum of two working days paid bereavement leave upon the death of a member of your immediate family or dependant i.e. parent, partner, spouse, sibling or child. You should discuss your circumstances with your Line Manager and agree on an appropriate time off.

### **PARENTAL BEREAVEMENT LEAVE**

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

### **JURY SERVICE**

If you are required to undertake jury service or to attend court you must advise your Line Manager in order that the necessary arrangements for your work can be made. You are normally eligible for loss of earnings, travel and subsistence allowances. You will be permitted reasonable time off to carry out such public duty, but you should not volunteer for jury service beyond 14 days without referral and permission from your Line Manager.

### **TIME OFF FOR RELIGIOUS OBSERVANCE**

If you wish to be absent from work in order to observe your faith on days other than public and bank holidays, such time off should be taken, where possible, from your normal holiday entitlement and by prior agreement with your Manager. If you require a period of unpaid extended leave for religious reasons, please discuss this with your Manager, giving as much notice as possible. Such requests will be given full consideration but are subject to the needs of the business.

### **EMPLOYEES' PROPERTY AND LOST PROPERTY**

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

### **PARKING**

Where parking facilities have been made available to you on our premises you must ensure that you observe all of our traffic requirements e.g. speed limits, etc. To avoid congestion, all vehicles must be

parked only in the designated parking areas. No liability is accepted for damage to private vehicles, however, it may be caused.

## **MAIL**

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

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

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Personal telephone calls, both incoming and outgoing are only allowed in the case of emergency. Permission to make outgoing personal calls should be sought from your Line Manager. Personal mobile phones should be switched to silent during working hours.

Personal use of personal mobile phones should be kept to a minimum and not interfere with your duties during working hours.

Under no circumstances should an employee be distracted while driving. This includes eating, drinking, and reading or typing a destination into a GPS device. Wearing headphones, looking at smartwatches, checking maps, and reading documents are also distracting activities that prohibit the safe usage of motorised vehicles.

Distracted driving also includes using a mobile phone while driving. It is illegal to hold and use a mobile phone, sat nav, tablet or any device that can send and receive data whilst driving, including such activities as making and receiving calls, texting, playing music, and using apps. You should only use the mobile phone via a hands-free device such as wireless or Bluetooth. The Business strongly discourages any use of a mobile phone or any other device while driving. If mobile phone use is required, the employee should pull over to the side of the road in an appropriate place.

## **COMPANY MOBILE PHONES**

The Company mobile phones are to be used for business purposes only except in the case of an emergency. Therefore any unauthorised personal use may be repayable by you and may result in disciplinary action in accordance with our procedures. The Company reserves the right to deduct the appropriate sums from your pay in the event that repayments are not made. The Company reserves the right to monitor all communications made on Company mobile phones in order to ensure compliance with our policies and procedures. For further conditions relating to Company mobile phones please refer to the mobile phone policy.

## **COMPANY TOOLS/EQUIPMENT**

The Company provides tools and/or equipment necessary to carry out your duties. You should keep these in good repair and take all reasonable steps to ensure that they are secure at all times. You must report any lost, damaged or mislaid tools and/or equipment to your Line Manager. You must

return all Company tools and/or equipment upon the termination of employment by either party. Failure to return tools and/or equipment, or any loss or damage suffered as a result of your negligence, will result in a deduction to cover the cost of the tools being made from monies due to you. This is an express written term of your contract of employment.

## **FOOD AND DRINK**

No food or drink (except water) is allowed on clients' premises when cleaning operations are underway. Exceptions (where the operator works full-time and/or for medical reasons only) are to be by prior arrangement with your line manager.

You are not allowed to help yourself to a client's drink/vending machines, refreshments and other consumables such as stationery, or any other stock or equipment. If this happens it may result in disciplinary action.

## **BUYING OR SELLING OF GOODS**

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

## **COLLECTIONS FROM EMPLOYEES**

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

## **CLIENT RELATIONS**

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

## **BEHAVIOUR AT WORK**

You should behave with civility towards fellow employees, and no rudeness will be permitted towards clients or members of the public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action. You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs. Any involvement in activities which could be construed as being in competition with us is not allowed.

## **CLIENTS PREMISES**

Whilst visiting or working at any of our clients' premises, it is imperative that you familiarise yourself and comply with all of their rules and requirements including (but not limited to) security, health and safety, smoking, parking, etc. Failure to comply with site rules could result in your removal from site and disciplinary action being taken in accordance with our disciplinary procedures.

## **ADVERSE WEATHER/TRAVEL ARRANGEMENT DISRUPTION**

We acknowledge that it would not be feasible to apply a rigid ruling to cover all cases of absence from work as a result of severe weather conditions; however, as a guideline, the following procedures and guidelines should apply.

In the event that severe weather conditions occur during the course of the working day, (the management) will issue instructions, should it be deemed necessary to allow staff to go home early. Information from the AA, the Police and local radio will be taken into consideration in any decision to issue such an instruction along with the location of the employees' home. Employees authorised to leave early will be paid until the end of the normal working day.

- a) When severe weather conditions prevail at the start of the working day:
- b) It is expected that every member of staff will make all reasonable efforts to get to work, including the use of public transport, or walking.
- c) If the severity of the weather prevents the member of staff from reaching work, and they take the decision to stay at home or to return home, they must follow the normal absence reporting procedures. Absence in this circumstance will usually be without pay. However, the management may agree to allow the employee to use a day's annual leave or authorise the employee to work at home.
- d) While on Company property, and especially during periods of severe weather, members of staff must take every available measure to work safely under the prevailing conditions.

## **COMPANY FUEL/CREDIT CARDS**

If you have been provided with a Company fuel/credit card, you are responsible for its security and safekeeping. In the event that it is lost or stolen, it is imperative that you report this to your Line Manager immediately. The card is to be used exclusively for business purposes only and receipts should be obtained for every transaction. Usage will be regularly monitored therefore it is in your interest to keep a personal record of transactions in order that you are able to explain them if necessary.

Personal use is not permitted under any circumstances. Misuse of the card and/or failure to comply with Company procedures will result in disciplinary action, which may result in your dismissal. You will be required to reimburse us the cost of any unauthorised expenditure. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

## **DRIVING LICENCE**

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

If you are required to drive as part of your job and we are unable to find alternative employment, your employment may be terminated.

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

## **FINES**

Any fines imposed by relevant authorities including (but not limited to) speeding and parking will be payable by the employee. The Company takes no responsibility for the payment of fines incurred by the employee during their employment. In the event that the Company receives the summons on the employee's behalf or owing to a fine incurred by the employee, we may pay the fine and deduct the cost from the employee's pay. This is an express written term of your contract of employment.

## **CAR INSURANCE**

If your position requires you to use your own car for business purposes, you must ensure that your car insurance provides adequate cover. Proof of adequate insurance, Driving Licence, Tax and an MOT Certificate must be produced for scrutiny by the Company, upon renewal and at any time when so requested.

## **CONDUCT OUTSIDE OF WORK**

The Company recognises the importance of work-life balance and while we do not intend to restrict your activities outside of working hours it is important to remember that activities whether during or outside of working hours which result in adverse publicity to the Company, or which cause us to lose faith in your integrity, may give us grounds for your dismissal.

When attending any work-related social function an appropriate standard of conduct is expected from all employees. This includes but is not limited to any Christmas lunch, nights out, dinners or other social events with suppliers, customers, etc.

Work-related social functions can be a great opportunity to celebrate and get to know your colleagues better. However, it is important to remember that our Personal Harassment Policy and Procedure, Disciplinary and Grievance Procedures and Equality, Inclusion and Diversity Policy apply fully at these events. These procedures are detailed separately in this Employee Handbook and you should ensure that you familiarise yourself with them and are mindful of your obligations to adhere to each of them.

The use of drugs and/or excessive consumption of alcohol is prohibited at all times at work-related functions. For the purposes of this policy, the term 'drugs' is used to describe both illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.

You must respect all property and premises when attending any social function and you may be liable for the cost of any repair or replacement as a result of your actions. We reserve the right to make an appropriate deduction from your pay should it be found that any damage at a venue was a result of your actions. Disciplinary action may also be taken against you.

### **THIRD PARTY INVOLVEMENT**

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

### **RECORDING OF FORMAL MEETINGS**

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

### **FLEXIBLE WORKING**

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

# Pandemic Policy

---

## INTRODUCTION

The Company is committed to ensuring the health and safety of its workforce and the following procedure sets out the contingency measures that the Company will bring into effect in the event of a pandemic outbreak. The following procedure aims to ensure that the Company will be able to continue its business operations to the best of its abilities in such an event while protecting, as far as is reasonably practicable, our employees.

In outlining its procedures however, the Company expects all of its employees to take reasonable care for themselves and others, to behave responsibly and sensibly, and to act at all times in line with the latest guidance from the Government.

## COMMUNICATION

During a pandemic, the Company will nominate a senior member of staff who will be responsible for communicating important messages to our workforce, including on the impact of the pandemic on our operations and the Company's response to it, and to whom all questions from the workforce should be directed.

Communication may be undertaken by group meeting, email or by letter, or by other digital means if it is no longer possible to operate from the workplace.

## BUSINESS TRAVEL

The Company recognises that there may be restrictions placed upon travel so will consider every business trip that is planned for the near future on an individual basis and identify if alternatives to making the trip can be considered, where possible. This may include postponing the trip or holding meetings digitally.

If travel is deemed necessary, we will conduct a full risk assessment into the risks associated with the trip with involvement from employees who are being asked to travel.

## EMPLOYEE TRAVEL

During a pandemic, certain countries may be identified as posing a particularly high risk to visitors. The Company accepts that some of its employees will have made plans to travel which may include pre-booked and paid for holidays. We would therefore ask that employees consider, for their health reasons, whether travelling to these countries is the best thing to do. If a decision is made to travel, we ask that employees let your Line Manager know of the countries to be visited so that their return can be managed appropriately. If you would like to cancel any pre-booked annual leave, you should discuss this with your Line Manager; however please be aware that we are under no obligation to



allow you to change or cancel any previously booked holiday.

## **INFECTION CONTROL MEASURES AND PERIOD OF SELF-ISOLATION**

We expect all employees to follow all guidelines issued from the World Health Organisation or as advised by the UK Government or any other authority, in both daily life and whilst at work. This includes any social distancing measures. In addition, depending on the nature of the pandemic, the Government may require people to self-isolate, which means staying at home and not having contact with other people.

In this situation, the following applies:

- All employees should keep up to date on Government guidance on who should self-isolate.
- If you are required to self-isolate, you must inform your Line Manager at the earliest opportunity. Your Line Manager will keep in contact with you during this period. You must not attend work during the isolation period.
- Where feasible, we may consider whether you can work from home during this period.
- Details of any payment being made during this time will be advised to you at the start of the self-isolation and will be in accordance with Government guidance at the time.

## **BECOMING ILL**

If you become ill from the threat to health, you should take and follow medical advice on the length of your sickness absence. Prior to returning to work you should ensure you are symptom free. You must not return before you are completely recovered. Your Line Manager will keep in touch during your absence and will confirm your return date with you.

Our normal sickness absence and sick pay procedure will apply. You are required to produce a medical certificate for illnesses lasting more than seven calendar days, however, we appreciate that you may not be in a position to obtain a medical certificate in usual timescales, therefore you should provide it as soon as is reasonably practicable.

Alternative medical certificates may be accepted, where it is confirmed by the UK Government that such are acceptable as evidence.

## **ATTENDANCE AT WORK**

Unless you are sick or are in self-isolation in accordance with Government guidance and have followed our usual reporting procedures in relation to absence, or not attending work under our specific instruction, you are expected to attend work as normal. However, if there is a reason why you think you may have been exposed to a threat to your health, or you begin to feel ill whilst at work, you should let your Line Manager know.

The Company's leave and absence policies will be continuously reviewed as the status of the pandemic changes.

## **WORKING AT HOME OR ANOTHER LOCATION**

It may be necessary for us to require you to work from an alternative work location if, for example, instructions from a third party mean that entry into our current workplace is not permitted. Your flexibility in this regard will be expected, however, all instructions of this nature will be reasonable.

The Company will consider, as part of its general approach to maintaining normal business operations, whether employees are to work from home and will take into consideration Government guidance on this issue. Obviously, this may not be possible in every case due to the nature of the business and individual roles. However, where applicable, we will assess the viability of this option, taking into consideration any equipment needed, at the relevant time and, as a result, you may be required to work from home for a temporary period. Employees should not assume that they will be permitted to work from home and advance authorisation will be needed in every case.

## **TEMPORARY BUSINESS CLOSURE**

Depending on the impact of the pandemic, it may become clear that the business is temporarily unable to continue its operations as normal. In some cases, we may be advised or required to close the business by the UK Government or other authority. In this scenario, we may be forced to close all, or part, of the business temporarily until such a time as we are able to resume operations. Whilst we will do everything we can to ensure that this does not happen, including the implementation of temporary home working where the nature of the role allows, we may be in a position where we are unable to provide you with work as normal. Where this happens, we may be left with no option but to place you on lay off, short time working or designate you as a furloughed worker during which time there will either be a reduction in your hours, or you will cease to do all work for the Company. Any payments made to employees during lay off, short time working or furlough will be subject to legislation and Government guidance in place at the relevant time.

## **RETURNING TO WORK**

In the event that our business closes, we will closely monitor the situation in order to ascertain a time at which it may re-open, or if it has remained open but we have implemented a period of home-working, a time at which we are able to re-open the normal workplace. We will take into consideration guidance from the UK Government or other relevant authorities when making this assessment, including giving utmost priority to whether it is safe to do so and we will keep you updated on the current situation. When the decision has been made to re-open, we will endeavour to give you as much notice of this as possible. Heads of department will be responsible for contacting their team members to ensure that the time and date on which you are required to return to work has been communicated, as well as any additional health and safety measures that we require you to observe on your return. Unless otherwise directed, you will be required to return to the location at which you were working prior to the shutdown/home working period, and on the same hours of work.

On the first day back in the workplace, managers will hold meetings with their teams to welcome you back and deliver any important messages about any adjustments to working that may still be required, for example, in respect of health and safety measures, in the delivery of our service to our clients. Your Line Manager will remain the initial point of contact for any questions that you may have about the delivery of our service on your return. If you work part-time, or are not able to return on the

re-open day due to sickness or other absence, your Line Manager will arrange a return to work meeting with you on your first day back.

Any equipment that you were provided with for the specific purpose of carrying out your duties at home during the shutdown/home working period, including but not limited to mobile phones and laptops, must be returned to us. You must also ensure that any company documentation or information used or printed out in your home is returned or brought into the workplace.

If you were already a home-worker prior to the shutdown/wider home-working period, your Line Manager will arrange a digital return to work discussion with you.



# Anti-Bribery Policy

---

## INTRODUCTION

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

## POLICY

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

## SUSPICION

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

## REPORTING

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

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

## GIFTS AND HOSPITALITY

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

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

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

## **RECORD KEEPING**

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

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



# Anti-Tax Evasion Policy

---

## INTRODUCTION

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

Indicators of tax evasion are:

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

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

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

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

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

## DEFINITIONS OF TAX EVASION

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

## POLICY

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

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

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

## **TRAINING/MONITORING/REVIEW**

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

## **CONCERNS**

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

# Whistle-blowers

---

## INTRODUCTION

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

## QUALIFYING DISCLOSURES

Certain disclosures are prescribed by law as “qualifying disclosures”. A “qualifying disclosure” means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the Company has committed a “relevant failure” by:

- a) committing a criminal offence;
- b) failing to comply with a legal obligation;
- c) a miscarriage of justice;
- d) endangering the health and safety of an individual;
- e) environmental damage; or
- f) concealing any information relating to the above.

These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The Company will take any concerns that you may raise relating to the above matters very seriously.

The Employment Rights Act 1996 provides protection for workers who ‘blow the whistle’ where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure has to be “in the public interest”. We encourage you to use the procedure to raise any such concerns.

## THE PROCEDURE

In the first instance you should report any concerns you may have to a Director who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate official organisation or regulatory body.

If you do not report your concerns to a Director, you should take them directly to the appropriate organisation or body.

## TREATMENT BY OTHERS

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

# Capability Procedures



---

## INTRODUCTION

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

## JOB CHANGES/GENERAL CAPABILITY ISSUES

If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.

If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.

If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.

If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

## PERSONAL CIRCUMSTANCES/HEALTH ISSUES

Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

There may also be personal circumstances that prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances, we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with

us in your current role or, where circumstances permit, in a more suitable role.

### **SHORT SERVICE STAFF**

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



# Disciplinary Procedures

---

## INTRODUCTION

It is necessary to have a minimum number of rules in the interests of the whole organisation.

The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.

Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.

The following rules and procedures should ensure that:

- a) the correct procedure is used when requiring you to attend a disciplinary hearing;
- b) you are fully aware of the standards of performance, action and behaviour required of you;
- c) disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
- d) you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions we may implement temporary measures in order that an uninterrupted investigation can take place. These measures may include, for example:
  - working in a different department, or from a different office or site
  - a change to your usual duties
  - working with different customers/clients, or away from customers/clients
  - working from home
  - suspension on contractual pay.

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

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

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

## **DISCIPLINARY RULES**

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

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

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

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

- a) failure to abide by the general health and safety rules and procedures;
- b) smoking in designated non-smoking areas;
- c) consumption of alcohol on the premises;
- d) persistent absenteeism and/or lateness;
- e) unsatisfactory standards or output of work;
- f) rudeness towards clients, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- g) failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- h) unauthorised use of e-mail and internet;
- i) failure to carry out all reasonable instructions or follow our rules and procedures;
- j) unauthorised use or negligent damage or loss of our property;
- k) failure to report immediately any damage to property or premises caused by you;
- l) use of our vehicles without approval or the private use of our commercial vehicles without authorisation;
- m) failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs;
- n) if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
- o) carrying unauthorised goods or passengers in our commercial vehicles or the use of our vehicles for personal gain; and
- p) loss of driving licence where driving on public roads forms an essential part of the duties of the post.
- q) covert recordings of any informal or formal work meetings, either with other employees or with clients.

## SERIOUS MISCONDUCT

Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.

You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

## RULES COVERING GROSS MISCONDUCT

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

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

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

## DISCIPLINARY PROCEDURE

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

OFFENCE	FIRST OCCASION	SECOND OCCASION	THIRD OCCASION	FOURTH OCCASION
Unsatisfactory Conduct	Formal Verbal Warning	Written Warning	Final Written Warning	Dismissal
Misconduct	Written Warning	Final Written Warning	Dismissal	
Serious Misconduct	Final written warning	Dismissal		
Gross Misconduct	Dismissal			

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

If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.

In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

## DISCIPLINARY AUTHORITY

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

	PERSON AUTHORISED TO TAKE DISCIPLINARY ACTION IN THE CASE OF:	
	MANAGEMENT	OTHER EMPLOYEES
<b>Formal Verbal Warning</b>	<b>Director</b>	<b>Line Manager</b>
<b>Written Warning</b>	<b>Director</b>	<b>Line Manager</b>
<b>Final Written Warning</b>	<b>Director</b>	<b>Line Manager</b>
<b>Dismissal</b>	<b>Director</b>	<b>Line Manager</b>

## PERIOD OF WARNINGS

### Formal verbal warning

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

### Written warning

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

### Final written warning

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

## GENERAL NOTES

If you are in a supervisory or Managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.

In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.

Gross misconduct offences will result in dismissal without notice.

You have the right to appeal against any disciplinary action.



# Capability / Disciplinary Appeal Procedure

---

You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.

If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment.

An appeal against a formal warning or dismissal should give details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances.

The appeal procedure will normally be conducted by a member of staff not previously connected with the process so that an independent decision into the severity and appropriateness of the action taken can be made.

If you are appealing on the grounds that you have not committed the offence then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.

You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice. The result of the appeal will be made known to you in writing, normally within five working days after the hearing.



# Grievance Procedure

---

It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.

Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.

You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.

If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Statement of Main Terms of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.

If you wish to appeal you must inform a Director within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the Company will be represented by a more Senior Manager than attended the first meeting (unless the most Senior Manager attended that meeting).

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

# Personal Harassment Policy and Procedure

---

## INTRODUCTION

Harassment or victimisation on the grounds of the following protected characteristics: age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.

Personal harassment takes many forms but whatever form it takes, it is unlawful under the Equality Act 2010 and will not be tolerated.

This policy will be reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness.

## SCOPE

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

## DEFINITIONS

### Harassment

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

Unwanted conduct can include:

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

Please refer to our Sexual Harassment policy detailed in this handbook for the specific policy on sexual harassment.

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

This occurs when:

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

## **CIRCUMSTANCES WHICH ARE COVERED**

This policy covers behaviour which occurs in the following situations:

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

## **COMPLAINING ABOUT PERSONAL HARASSMENT**

### **Informal Complaint**

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

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

## Formal Complaint

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

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

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

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

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

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

## DISCIPLINARY ACTION

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

When deciding on the level of disciplinary sanction to be applied, we will take into consideration aggravating factors such as abuse of power over a more junior colleague.

If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if it is concluded that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

## THIRD PARTY HARASSMENT

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

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

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



# Sexual Harassment Policy

---

## INTRODUCTION

All members of staff are entitled to be treated with dignity and respect in our place of work. This means freedom from sexual harassment, feeling safe and supported, and having access to redress if such behaviour does arise.

Sexual harassment takes many forms but whatever form it takes, it is unlawful under the Equality Act 2010 as amended. We will not tolerate it.

The law requires employers to take reasonable steps to prevent sexual harassment of their workers. We take action to prevent sexual harassment from occurring and have clear reporting procedures for our staff to make a complaint about sexual harassment. If you have been sexually harassed, or you have witnessed sexual harassment, we encourage you to tell us so that we can deal with the matter swiftly.

Tatry Group Ltd has overall responsibility for the operation of this policy. Our managers will maintain an open door policy. All of our staff have a responsibility to behave in line with the requirements of this policy.

Instances of sexual harassment or victimisation may lead to disciplinary action including termination of employment.

This policy is reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness. Any changes required will be implemented and communicated to our workforce.

## SCOPE

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

## DEFINITIONS

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

Sexual harassment may be committed by a fellow worker, an agent of an organisation, or a third party. It does not need to occur in person. It can occur via digital means including social media sites or channels e.g. Whatsapp. Someone may be sexually harassed even if they were not the target of the behaviour. Examples of sexual harassment include, but are not limited to:

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

Victimisation is subjecting someone to detriment because they have done, are suspected of doing, or intend to do an act which is protected under discrimination and harassment laws. It is not necessary for the person to have done the protected act in order for detrimental treatment to be considered as victimisation.

The protected acts are:

- a) making a claim or complaint under the Equality Act 2010 (for example, for discrimination or harassment)
- b) helping someone else to make a claim by giving evidence or information in connection with proceedings under the Equality Act 2010
- c) making an allegation that someone has breached the Equality Act 2010, or
- d) doing anything else in connection with the Equality Act 2010

Examples of victimisation may include:

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

## **CIRCUMSTANCES WHICH ARE COVERED**

This policy covers behaviour which occurs in the following situations:

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

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

We are committed to ensuring that there is no sexual harassment or victimisation in our workplace. Allegations of sexual harassment and victimisation will be treated as a disciplinary matter, although

every situation will be considered on an individual basis and in accordance with the principles of our disciplinary procedures, a copy of which is available in the employee handbook.

### **Informal complaint**

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

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

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

### **Formal complaint**

Where the informal approach fails or if the sexual harassment or victimisation is more serious, you should bring the matter to the attention of a Senior Manager or Human Resources as a formal written complaint and again your confidential helper can assist you in this. Alternatively, you can report instances by emailing [concerns@tatry-group.com](mailto:concerns@tatry-group.com) or by reporting your concern on the employee portal of our website.

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

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

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

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

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



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

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

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

You will not be victimised for having brought a complaint.

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

If you witness sexual harassment or victimisation, you are encouraged to take appropriate action to address it. You should not take any action that may put you at risk of sexual harassment or other harm. If you feel able, you should intervene to prevent the matter continuing. If you are not able to do this, your action may include offering support to the victim and encouraging them to report the incident or reporting the incident yourself.

If reporting the incident, you should bring the matter to the attention of a Senior Manager in writing. Alternatively, you can report instances of sexual harassment by emailing [concerns@tatry-group.com](mailto:concerns@tatry-group.com) or by reporting your concern on the employee portal of our website.

Your concerns will be handled by a Senior Manager or Human Resources who will sensitively talk to the person subject to sexual harassment to determine how they want the matter to be handled.

## **THIRD-PARTY SEXUAL HARASSMENT**

Third-party sexual harassment occurs when one of our workforce is subjected to sexual harassment by someone who is not part of our workforce but who is encountered in connection with work. Examples include our customers, suppliers, members of the public or self-employed contractors.

Third-party sexual harassment of our workforce is unlawful and will not be tolerated. The law requires employers to take steps to prevent sexual harassment by third parties.

The law does not provide a mechanism for individuals to bring a claim of third-party harassment alone. However, failure for an employer to take reasonable steps to prevent third-party sexual harassment may result in legal liability in other types of claim.

In order to prevent third-party sexual harassment from occurring, we will:

- a) attach signage to the walls of the areas within the workplace where customers could be present to warn that sexual harassment of our staff is not acceptable
- b) inform third-parties i.e. customers of our zero-tolerance sexual harassment policy
- c) have this policy available to view on our website

If you have been subjected to third-party sexual harassment, you are encouraged to report this as soon as possible to a Senior Manager or Human Resources. Alternatively, you can report instances of third-party sexual harassment by emailing [concerns@tatry-group.com](mailto:concerns@tatry-group.com) or by reporting your concern on the employee portal of our website.

Should a customer sexually harass a member of our workforce, we will take a number of actions, on a case by case basis such as warn the client or customer about their behaviour/end our contract with the customer/share information relating to the incident with our other offices/branches. Any criminal acts will be reported to the police.

We will not tolerate sexual harassment by any member of our workforce against a third party. Instances of sexual harassment of this kind may lead to disciplinary action including termination of employment.

## DISCIPLINARY ACTION

If the decision is that the allegation of sexual harassment or victimisation is well founded, the harasser/victimiser will be liable to disciplinary action in accordance with our disciplinary procedure up to and including summary dismissal. An employee who receives a formal warning or who is dismissed for sexual harassment/victimisation may appeal by using our disciplinary appeal procedure.

When deciding on the level of disciplinary sanction to be applied, we will take into consideration any aggravating factors affecting the case. One example of aggravating factors is an abuse of power over a more junior colleague.

If, due to the investigation, it is concluded that your complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

## TRAINING

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

We ensure that all levels of management are trained on implementing this policy including preventing and managing sexual harassment in the workplace, and the procedure to follow if an allegation is reported.

We will regularly review the effectiveness of our training. We provide refresher training as appropriate.

# Domestic Abuse Policy

---

## INTRODUCTION

Domestic abuse includes, but is not limited to, controlling, coercive, threatening behaviour, violence or abuse. It can be physical, emotional and/or psychological abuse, as well as financial, and can take place in person or through digital means. The abuse is usually between adults who are, or have been, in an intimate relationship or family members. Domestic abuse is usually a pattern of behaviour although it can be a one-off event. We recognise that any member of our workforce could be subject to domestic abuse, and in some cases, the victim may not realise that the behaviour displayed towards them is abuse. Research shows that those who are experiencing domestic abuse are targeted at work.

It can occur at any time in a person's life, though may be triggered by specific events or become more extreme or frequent as a result of those events.

The purpose of this policy is to set out that the Company will treat domestic abuse seriously and how the Company aims to provide a safe and supportive workplace environment to employees who are experiencing domestic abuse.

It applies to the Company's employees (permanent and temporary), workers, agency workers and self-employed contractors.

## IMPACT OF DOMESTIC ABUSE AT WORK

The Company is aware that the challenges that domestic abuse victims face can manifest themselves in problems such as chronic absenteeism or lower productivity.

We recognise that domestic abuse does not occur only within the home and an employee can experience domestic abuse:

- through threatening visits, phone calls and emails from the perpetrator while they are at work or
- when travelling to and from work.

Colleagues can experience threatening or intimidating behaviour from the perpetrator of the abuse.

## MANAGEMENT SUPPORT

If an employee confides in a Manager that they are being subjected to domestic abuse, that Manager must treat all conversations as confidential. However, the manager should not get involved in the situation themselves by, for example, confronting someone accused of being abusive. The Manager's role is primarily to help the employee find expert help and be supportive of the employee.

The manager should encourage the employee to seek expert help. This could include reporting incidents to the police or seeking help from a specialised organisation. The manager should encourage the employee to make contact personally with such organisations instead of making contact themselves. A list of organisations can be found at the end of this policy.

If employees do not feel comfortable raising their circumstances with their Manager, they are also able to speak to another colleague as a chosen contact.

Managers or chosen contact, should also be supportive of the employee and should not ask for proof of abuse.

Support could include, but is not limited to:

- regularly checking in with the employee
- permitting use of company equipment to search for online assistance or to speak to an expert who can help
- ensuring websites of organisations who can offer assistance are accessible from work equipment i.e. are not blocked under an internet usage policy
- allowing the employee time off to visit one of the advice organisations, the police or a doctor or to address concerns, such legal, financial or housing
- adjusting targets to reduce any undue pressure on the employee
- diverting phone calls if the perpetrator is attempting to call the employee at work
- ensuring there is no public access to the workplace where possible
- agreeing code words or hand signals to be used during a telephone or video call to signal that the employee is in a threatening situation, and what action needs to be taken when one is used
- a salary advance to a bank account other than that which is normally used.

## **IF A MANAGER SUSPECTS AN EMPLOYEE IS A VICTIM OF DOMESTIC ABUSE**

Managers will receive training in how to recognise the signs that an employee may be experiencing domestic abuse, including silent signals that can be used during a video conference with employees working remotely, and also ways to support the employee.

Signs could include:

- Sudden changes in behaviour or quality of work
- Changes in the way an employee dresses e.g. excessive clothing on a hot day or changes in the amount of make-up worn

If a Manager suspects that an employee is being subjected to domestic abuse, but has no evidence, then great care must be taken. The manager should give the employee an opportunity to confide but should not question the employee or put any undue pressure on the employee to discuss the situation.

Great care should be taken when the employee in question works at home because the perpetrator of the abuse may be monitoring communication or be in earshot of video or telephone calls.

If an employee is clearly distressed but will not confide in the manager then the manager should suggest that the employee contact the HR department or some other suitable person.

On some occasions a colleague or friend of an employee might confide in a manager that an employee is being subjected to domestic abuse. It must be realised that this information might be incorrect, hence care should be taken. The manager should give the employee an opportunity to confide but should not question the employee or put any undue pressure on the employee to discuss the situation.

## **IF BOTH THE VICTIM AND THE PERPETRATOR ARE EMPLOYED BY THE COMPANY**

In cases where both the victim and perpetrator of domestic abuse work for the Company, we will take appropriate action including:

- Considering utilising different work locations both within the building at which the employees work, or another of our work locations, working hours, shift patterns etc.
- Minimising the potential for the perpetrator to use their position or work resources to find out details about the whereabouts of the victim.
- Offering impartial support and where possible ensure both the victim and perpetrator have different supervisors who are able to provide appropriate information to each party.

## **IMPACT ON PERFORMANCE**

If an employee is underperforming it is important to make that employee aware of the concerns about performance.

The company will make reasonable efforts to consider all aspects of the employee's situation to support them through a challenging time. The manager should agree reasonable targets with the employee and provide any necessary support. If the poor performance continues and the employee does not appear to be able to improve their performance at work notwithstanding the support given, further discussions will be held with the employee.

Although the use of formal procedures e.g. disciplinary or capability is not prohibited, this should be a last resort.

## **CONFIDENTIALITY**

There are some circumstances in which confidentiality cannot be assured. These occur when there are concerns about children or vulnerable adults or where the Company needs to act to protect the safety of employees. In these circumstances the manager will discuss with the employee the reason for disclosing any information to a third party and will seek the employee's agreement where possible.

All records concerning domestic abuse will be kept strictly confidential and in line with our obligations under the Data Protection Act 2018. Improper disclosure of information i.e. breaches of confidentiality by any member of staff will be taken seriously and maybe subject to disciplinary action.

## **LIST OF ORGANISATIONS THAT CAN PROVIDE ADVICE AND ASSISTANCE**

**General**

National Domestic Abuse Helpline - 0808 2000 247 (Freephone and 24 hour) / [www.nationaldahelpline.org.uk](http://www.nationaldahelpline.org.uk)

Citizens advice bureau - [www.adviceguide.org.uk](http://www.adviceguide.org.uk)

National centre for domestic violence – 0800 970 2070 / [www.ncdv.org.uk](http://www.ncdv.org.uk)

Galop: 0800 999 5428 / [www.galop.org.uk](http://www.galop.org.uk)

**For Women**

Women's aid - [www.womensaid.org.uk](http://www.womensaid.org.uk)

Scottish Women's aid – 0800 027 1234 / [www.scottishwomensaid.co.uk](http://www.scottishwomensaid.co.uk)

Welsh Women's aid - 0808 8010800 / [www.welshwomensaid.org](http://www.welshwomensaid.org)

Jewish Women's Aid - 0800 591203 / [www.jwa.org.uk](http://www.jwa.org.uk)

Shakti Women's Aid (Scotland) - 0131 475 2399 / [shaktiedinburgh.co.uk](http://shaktiedinburgh.co.uk)

Refuge - 0800 2000 247 / [www.refuge.org.uk](http://www.refuge.org.uk)

Southall Black Sisters - 020 8571 9595 / [www.southallblacksisters.org.uk](http://www.southallblacksisters.org.uk)

Muslim Women's Helpline - 020 8904 8193 or 020 8908 6715 / [www.mwnhelpline.co.uk](http://www.mwnhelpline.co.uk)

IKWRO: Women's rights organisation for Middle Eastern and Afghan women - 020 7920 6460 / [ikwro.org.uk](http://ikwro.org.uk)

**For Men**

ManKind Initiative: 01823 334 244 / [www.mankind.org.uk](http://www.mankind.org.uk)

Respect Men's Advice Line: 0808 801 0327 / [www.respect.uk.net](http://www.respect.uk.net)

The Dyn Project (Wales): 0808 801 0321 / [www.dynwales.org](http://www.dynwales.org)

**For perpetrators**

Respect: 0808 802 4040 / [www.respect.uk.net](http://www.respect.uk.net)

# Equality, Inclusion and Diversity Policy

---

## STATEMENT OF POLICY

The terms equality, inclusion and diversity are at the heart of this policy. 'Equality' means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. 'Inclusion' means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. 'Diversity' means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our employees are valued and treated with dignity and respect. We want to encourage everyone in our business to reach their potential.

We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedure, we have made the decision to adopt a formal policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action up to and including dismissal.

The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.

We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.

The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.

The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.

We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

## RECRUITMENT AND SELECTION

The recruitment and selection process is crucially important to any equality, inclusion and diversity policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.

Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.

Job descriptions, where used, will be revised to ensure that they are in line with this policy. Job requirements will be reflected accurately in any personnel specifications.

We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.

We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.

All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.

All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.

Short listing and interviewing will be carried out by more than one person where possible.

Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.

We will not disqualify any applicant because they are unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

Selection decisions will not be influenced by any perceived prejudices of other staff.

## **TRAINING AND PROMOTION**

Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.

All promotions will be in line with this policy.

## **MONITORING**

We will maintain and review the employment records of all employees in order to monitor the progress of this policy.

Monitoring may involve:

- The collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;
- The examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and
- recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.

The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.



# Termination of Employment

---

## RESIGNATIONS

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

## TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

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

## RETURN OF OUR PROPERTY

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

## REPAYMENT OF OUTSTANDING MONIES

On the termination of your employment, we have the right to deduct from your final salary, any monies collected by you on our behalf and any advances of wages or any loans which we may have made to you. This is an express written term of your contract of employment.

## RETURN OF VEHICLES

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

## GARDEN LEAVE

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

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