Tatry Group Ltd Company Vehicle Policy 18/03/2022

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1. Introduction

- 1.1 This company vehicle policy covers the rules and arrangements relating to the provision and use of company cars, vans and cars operated under the scheme.
- 1.2 Tatry Group Ltd (the Company) reserves the right to change or cancel the provisions of this policy from time to time and as the needs of the Company dictate. Employees who are eligible to receive a Company Car, Van or Cash Allowance will have been notified to that effect in writing.
- 1.3 The allocation of a Company Car is an expensive asset and therefore imposes obligations and responsibilities on the Employee, and this document sets out our requirements. Failure to comply may result in disciplinary action.
- 1.1 A "company car" is any type of vehicle the Company assigns to employees to support their transportation needs for their jobs. Company cars belong to our company and we want to make sure our employees use them properly.
- 1.2 You will be notified individually if you are entitled to a Company car as part of your remuneration and benefits package. Your entitlement is subject to the following terms and conditions of this Policy
- 1.3 At its sole discretion, the Company may require eligible employees to receive a Car Allowance instead of a Company Car including employees currently receiving a Company Car.
- 1.4 Prerequisites to drive a company car:
 - 1.4.1 Have a valid driver's license for at least 12 months
 - 1.4.2 Be over the age of 25
 - 1.4.3 Provide us with the ability to access your driving licence details online
 - 1.4.4 Eight or less points on your driver's licence (nine or more will disgualify you from the scheme)
 - 1.4.3 If at any time your license is endorsed, or you are disqualified from driving, we must be informed immediately. Should your licence be removed or become invalid for any reason, your employment may be terminated.
- 1.5 Business mileage is defined as 'miles travelled wholly, exclusively and necessarily in the performance of Company duties.
- 1.6 The Company shall be entitled, at its sole discretion, to withdraw or limit your use or entitlement of the Company Car or Car Allowance at any time and for any reason.

2. Required standards of driving

As you would expect, anyone driving a company vehicle must comply with their legal obligations as driver and keeper of a vehicle as well as the requirements of the Driver and Vehicle Licensing Agency ("DVLA").

Any breach of a Driver's legal and/or DVLA obligations could result in removal of the company car/cash allowance and disciplinary action up to and including summary dismissal.

Further information can be found at www.gov.uk/government/organisations/driver-and-vehiclelicensing-agency.

The following actions while driving on Company business will be viewed as serious breaches of conduct and will be dealt with under the Company's Disciplinary Procedure:

- Driving whilst under the influence of drugs or alcohol
- Driving whilst disqualified or without business insurance
- Reckless or dangerous driving causing death or injury
- Failing to stop after a crash

3. Scheme parameters

- 3.1. If you are eligible to be provided with a Company Car you will be notified in writing. You will also be notified if there is any choice of car. There may be a requirement for you to complete the term of a car currently within the Company's fleet.
- 3.2 If you currently have a Company Car, and a Cash alternative is available, when you are eligible to change your vehicle, you may elect to 'opt out' of the Company Car Scheme and receive a cash allowance.
 - You are also allowed to switch to a Company Car from a Cash Allowance, if you wish, but you may have to remain with Company Car until the term on your vehicle has expired.
- 3.3 Company cars will be replaced after a 48-month period, or when your vehicle has done 100,000 miles, whichever comes first. You will be notified of the renewal date approaching the end of the lease term and advised of the choices available (if applicable), for your new vehicle.
- 3.4 Subject to the restrictions already stipulated, our vehicles may only be used for our authorised business and private domestic or social use. They may not be used for the carriage of passengers for hire or reward, nor may they be used for any type of motoring sport, including racing, rallying or pace making, whether on the public highway or on private land.
- 3.5 It is your responsibility to see that the vehicle is not used by anyone other than authorised employees of the Company.

4. Choice of Car

- 4.1 The Company reserves the right to decide by what means Company cars will be provided (for example, car or van by lease or purchase).
- 4.2 Subject to review by the Company from time to time, Company cars will be renewed at the Company's sole discretion.
- 4.3 No fixtures such as aerials, roof racks, towing apparatus, stickers, may be attached to any of our vehicles without prior written permission. When handing the vehicle back to us such attachments must remain unless adequate rectification work is carried out professionally to restore the vehicle to its former condition.
- 4.4 No change or alteration may be made to the manufacturer's mechanical or structural specification of the vehicle.
- 4.5 Vans are subject to lower national speed limits than cars on both single and dual carriageway roads. Vans are only allowed to travel up to 50 mph on single carriageway roads and 60 mph on dual carriageway roads. These speed limits are national limits. A lower speed limit will apply in built up areas and on many local roads. Where a lower speed limit is signed drivers must comply with those lower limits.

5. Fuel and Mileage

- 5.1 Any employee driving on Company business is allowed to claim business mileage only no private mileage is allowed.
- 5.2 Ordinary commuting is travel between home (or any other place where your attendance is not necessary for the performance of your duties) and a place which counts as a permanent workplace. You are not allowed to claim mileage for ordinary commuting.
- 5.3 Fuel cards must only be used on Company cars (Inc hire cars) or for those in receipt of car allowance, the car that you use to carry out your business trips. When you pay for your fuel using the fuel card you are required to provide the cashier with your registration number and current mileage
- 5.4 Employees which buy fuel with a company debit, credit or fuel card will have to reimburse the Company every month for their private mileage. Private mileage includes home to work journeys. Proper records must be kept supporting the payment to the Company each month. Payment for private milage will be deducted form the employee's salary.
- 5.5 All business mileage submitted must be genuine business mileage in accordance with HMRC guidelines (see www.hmrc.gov.uk for more details). Any submission where it appears that the business mileage element has been over-claimed or manipulated for monetary gain will be investigated as a possible abuse of this Policy and may be treated as a Gross Misconduct offence.

- You do not need to submit VAT receipts for fuel purchased using your fuel card, but you will have to submit VAT receipts for any fuel that is purchased without the use of your fuel card with a covering note.
- 5.7 Business mileage for employee-owned cars will be reimbursed at the HMRC advisory fuel rate issued by HMRC from time to time.
- 5.8 Company car drivers and car allowance drivers may only claim business mileage in accordance with the advisory fuel rates as issued by HMRC from time to time.
- A permanent workplace is somewhere where you attend regularly for the performance of the duties of your employment. It is possible for an employee to have more than one permanent workplace at the same time. A temporary workplace is somewhere you go only to perform a task of limited duration or for a temporary purpose. The test of whether a workplace is permanent, is whether the employee attends the workplace frequently and the visits follow a pattern. The following are general rules to help establish whether a workplace is temporary or permanent:
 - If an employee spends or is likely to spend, 40% or more of his or her working time at that particular workplace for a period that lasts or is likely to last more than 24 months it will be a permanent workplace;
 - If an employee spends or is likely to spend less than 40% of his or her working time at that particular workplace for a period that lasts or is likely to last more than 24 months it will be a temporary workplace;
 - If the employee is only likely to attend the workplace for a period that lasts, or is likely to last, less than 24 months, it will be a temporary workplace regardless of the amount of working time spent there (however see fixed term employment below):
 - If the employment is for a fixed term at one site, this will be their permanent workplace regardless of whether the contract lasts for more or less than 24 months.
- 5.10 Business mileage can only be claimed for the following journeys. These are when, as part of your job:
 - you have to travel from one workplace to another this includes travelling between your permanent workplace and a temporary workplace; or
 - · you have to travel to or from a certain workplace because your job requires you to; or
 - you have to travel to or from home (or from any other place where your attendance is not necessary for the performance of your duties) from or to a temporary workplace where the distance travelled is greater than your ordinary commuting journey in which case business mileage can be claimed for the mileage travelled in excess of your ordinary commuting mileage.
- 5.11 Despite the above, business journeys do not include:
 - · ordinary commuting (as defined above); or
 - private journeys which have nothing to do with your job; or
 - travel to a temporary workplace where the distance travelled is the same as or less than your ordinary commuting journey. A journey that is for practical purposes substantially the same as your ordinary commuting journey is treated as if it were also ordinary commuting. Therefore, no business mileage can be claimed for that journey.
- 5.12 You cannot turn what is really an ordinary commuting journey into a business journey simply by arranging a business appointment or site visit along the way. Business mileage is only permitted for the cost of travel to a temporary workplace along the way where you can demonstrate that your attendance at that place was necessary on that occasion, in a real sense, to perform the duties of your employment. The personal convenience of the employee, or the employer, is not the factor that determines whether the journey qualifies for business mileage.
- 5.13 Company car drivers and car allowance drivers may only claim business mileage in accordance with the advisory fuel rates as issued by HMRC from time to time. Mileage claims should be made on the Company's Mileage Claim Form and must be authorised by a department head/director. Claims must be made monthly for the period from 1st to end of the calendar month and be submitted by 6th of the next calendar month to be included in that month's payroll. Late claims will be paid the following month.

6. Private use of the Car

- 6.1 You may use the Company car for private mileage.
- 6.2 Employees are permitted to drive their assigned company cars outside of working hours, but they must always abide by this policy.
- 6.3 Please note that only Company property may be insured by us and you should make your own arrangements to cover personal effects.
- 6.4 Our vehicles must not be taken out of the UK.

7. Company Responsibilities

- 7.1 The Company will pay/arrange for the Company car to be comprehensively insured and taxed.
- 7.2 Meet the cost of fuel and oil incurred on Company business
- 7.3 The Company will reimburse all reasonable servicing and maintenance costs properly incurred (excluding car valet or car wash charges) on the production of garage invoices.

8. Employee Responsibilities

You must comply with the following requirements, which are conditions of entitlement to the use or benefit of a company car:

- 8.1 to be in possession of a current, full driving licence. Before being allocated a Company car, you must show proof that you hold a current driving licence. If your licence is endorsed, or if you are disqualified from driving, you must notify the Company immediately. Driving licences must be made available for inspection on demand and the Company may make checks on the DVLA on a regular basis, regardless.
- 8.2 Keep the car clean and tidy at all times (inside and out). Smoking in company cars is prohibited and non-adherence will result in costs for clean-up.
- 8.3 to keep the car in a roadworthy condition, regularly serviced and maintained, and to take appropriate action to remedy any faults. You are responsible for:
 - Checking tyre pressure and treads regularly
 - · Checking all lubricants on a regular basis and
 - · Checking all lights regularly
- 8.4 to report to the Company at the earliest opportunity any damage to the car or any accident arising from its use, regardless of how the damage or accident occurred. Failure to do so may lead to loss of insurance cover for the damage or accident, in which event you will be liable to indemnify the Company for the loss
- 8.5 to report to the Company at the earliest opportunity any incident involving the Police which arises from use of the Company car
- 8.6 to ensure that you comply with all of the relevant Company policies whilst using the Company Car, including the policies on smoking, drugs, alcohol and mobile phone use
- 8.7 to assist the Company with insurance claims or investigations into accidents, damage or Police enquiries arising from use of the Company car.
- 8.8 Ensure your car is serviced and maintained according to the manufacturers' recommended schedules.
- 8.9 Arrange all repairs, servicing and tyre replacement
- 8.10 Ensure repairs are made as soon as possible. If the cost is likely to exceed £500 before VAT, you must obtain the prior consent of the Company (possible insurance claim)
- 8.11 Repair chips to the windscreen before a crack appears.
- 8.12 Any MOT test required is carried out promptly when notified. Be aware of the MOT due date in case a reminder is not received

- 8.13 Ensure seatbelts are worn at all times by all occupants of the car
- 8.14 Ensure the care is secure when left unattended. The vehicle should be kept locked when not in use and the contents should be stored out of sight, preferably in the boot. If a vehicle is stolen we are required to prove to the Insurance Company that there has been no negligence and, therefore, we must hold you responsible in the event of such negligence.
- 8.15 Responsible for all parking fines, fixed penalties, camera offences, bus lane contraventions and congestion charges incurred whether the vehicle is being used for business or private purposes. You must pay any parking, congestion or related fines immediately within the period allowed. If you dispute a charge, then you must take it up with the relevant authority. Failure to pay a fine promptly may result in a summons being issued for which you will be held wholly responsible.

The Company will not be held responsible for any fines (e.g. parking, speeding, etc.) incurred by you whilst working for us. If we receive a fine or the summons on your behalf, we will pay the fine and deduct the cost from any monies owing to you. The full costs will be recovered from you.

- 8.16 Drive safe. Do not drive when tired or after consumption of any substance which will impair your ability to drive safely, including alcohol, medication and drugs
- 8.17 Keep secure and return all spare keys, service booklets and car manuals. You are recommended to make a note of the key numbers of your car. You should carry a note of these numbers on your person and also retain a note of them at home. Any costs incurred as a result of the loss of keys or service books will be recovered from you
- 8.18 Upon delivery, you should thoroughly inspect the vehicle to ensure that there is no damage to the bodywork or interior. Any damage of a minor nature should be pointed out to the representative delivering the vehicle and noted reported. If the damage is of a more serious nature, you should refuse delivery of the vehicle and immediately and report the issue. If any vehicle is accepted without inspection, then any faults subsequently found will be your responsibility.
- 8.19 Drivers must adhere to speed limit restrictions on the respective roads they travel on. The Company will not intervene on behalf of a driver, should they breach any legislation documented by the Driving Standards Agency. Any penalty due as a result of a speeding offence will be the liability of the individual driver.

You are responsible for the above matters, whether or not you were personally driving the Company car at the relevant time.

Should your licence be removed or become invalid for any reason including penalty points), your employment may be terminated.

9. Accidents and Damage

- 9.1 You should contact the emergency services as quickly as possible if an incident needs immediate action.
 9.1.1 Stop your vehicle when and where it is safe to do so or ask a passenger to make the call.
 - 9.1.2 Make certain you, or your passenger, are able to describe where the accident or incident is by referring to the last place or junction.
 - 9.1.3 On a motorway, use emergency roadside telephones, as the emergency services will be able to locate you more easily.
- 9.2 You must obtain the following essential details at the time of the accident:
 - 9.2.1 Third party name and address, car reg. number, insurer's name, address and policy number. Any witness' name and address.
 - 9.2.2 You are required to give your name and address, the name and address of the Company, the registration number of the vehicle and the name of the Insurance Company to any person having reasonable grounds for requiring such information. It is important that you give no further information.
 - 9.2.3 Location note name of roads, road signs, position of other traffic, condition of road surface etc. It may be useful to draw a brief diagram.

- 9.2.4 Damage also note any damage for which you are not responsible. Take a photograph, if possible.
- 9.3 Never admit Liability.
- 9.4 Call the Company during office hours to report the incident. The matter must be reported to the Company and where necessary the police as soon as possible, but within twenty-four hours of the occurrence.
- 9.5 If it is found that you are wholly responsible for the cause of an accident, the Company will accept the costs on one occasion for each vehicle in a 24-month period. On subsequent occasions you will be personally responsible for paying the paying the excess part of any claim on the insurers or any claim towards the cost of repairs to your Company vehicle.
- 9.6 In cases where your vehicle is damaged while left unattended and no blame can be apportioned to a named third party, the Company will accept the claim and meet the repair costs in full on one occasion only for each vehicle in a 24-month period. On any subsequent occasions, you will be liable for the paying the excess part of any claim on the insurers.
- 9.7 If you are involved in a total of 3 or more accidents with the Company car in any 24-month period, despite who is to blame, you will become liable to pay the Company's insurance excess for the third and subsequent accidents. Further, in such circumstances, the Company reserves the right to withdraw the Company car and instead to substitute a car allowance commensurate with your status, in an amount determined in accordance with Company policy.
- 9.8 If you expressly or impliedly give permission to use the Company car to any person other than the named driver, and the Company car is involved in an accident while being used by that person, you shall, at the Company's sole discretion, pay for the cost of repairing or replacing the car. Further, you will indemnify the Company for liability to any third party who suffers loss or damage.
- 9.9 If, for whatever reason, you cease to hold a valid current driving licence and in consequence are unable to either attend for work normally or (in the Company's reasonable opinion) carry out your duties properly and effectively, then unless suitable alternative employment is available, the Company will be entitled to terminate your employment.
- 9.10 For security reasons, insurance certificates are kept by us. However, a copy of the certificate of insurance is provided with each vehicle and this will be renewed annually. You should make sure that it is with the vehicle at all times. Replacement copies can be obtained from us if necessary.

10. Mobile phone use and handheld units

- Mobile phones in company cars must only be used when the vehicle is fitted with a properly installed hands free kit.
- 10.2 Any fines or penalties you may incur as a result of using a mobile telephone whilst driving are your responsibility.
- 10.3 For the avoidance of doubt, drivers must not pick up or use any type of phone or other device that sends or receives data and which must be held to operate it. You must not use the device:
 - When driving
 - · When you are stopped at traffic lights
 - · When queuing in traffic

Drivers must not use the device to receive calls, view pictures, read texts messages or to access the internet in any of the above situations.

- Hands-free equipment is permitted providing the driver is considered 'under control' of the vehicle they are driving. Please be aware that drivers can be prosecuted for using a hands-free mobile phone if you fail to have proper control of your vehicle. Using a mobile telephone with a hands-free kit can still distract drivers and impair safe driving ability and this could result in a driver being prosecuted for driving dangerously or without due care and attention. We would therefore recommend that making or receiving calls should be avoided whenever possible.
- Outgoing calls or the writing down of details from a received call should only be made when the driver has brought the vehicle to a standstill in a safe environment and the vehicle engine is turned off.

10.6 Operating a mobile phone whilst driving reduces concentration and increases the likelihood of an accident. It is also a criminal offence.

11. Personal tax

- 11.1 Employees in receipt of a vehicle through the scheme will be taxed on this benefit through the PAYE system. The amount of the nominal benefit upon which tax is charged depends upon the Co2 emissions and the price of the car. The price of the car is defined as the manufacturer's list price on the day of registration and includes VAT, car tax and delivery charges if appropriate. Also included is the list price of any optional extras that are added to the vehicle.
- 11.2 Personal tax liability is a matter between you and HMRC. The Company does not in any way offer tax advice nor does it indemnify against any changes in tax rates or charges.
- 11.3 At the end of each tax year, the Company is required to return a P11D form to HMRC, which will include the taxable benefit applicable to the car(s) allocated during the tax year.
- 11.4 The Company will update HMRC with details of cars issued and cars returned. However, you are also required to contact HMRC direct to make them aware of you joining or leaving the scheme, or of changing your car during a tax year.
- 11.5 Any mileage allowance paid in excess of what is permitted by HMRC will be subject to income tax and national insurance.

12. Vehicle Tracking

The Company may install a vehicle tracking system, primarily for the purposes of improving safety, security and efficiency as set out as follows:

- provides peace of mind that drivers are adhering to speed limits and driving time restrictions as well as general safety on the road
- to provide information as a defence for staff and the Company in contentious situations such as thirdparty claims or disputable vehicle incidents
- 24-hour visibility of the fleet and could be used to track vehicles which due to unexpected movement, would be under suspicion of being stolen
- 24-hour visibility increases efficiency of deliveries and responses to customer orders.

13. Criminal Proceedings

- 13.1 If you or the Company become involved in criminal proceedings in connection with your use of the Company car or any other person to whom you have expressly or impliedly given permission to use the car, you will be responsible for all parking fines and charges, costs, fines, criminal compensation and any other financial liability connected with or arising from such criminal proceedings. If the Company initially pays some of the above liabilities, you will reimburse such sums to the Company as soon as possible.
- 13.2 Any Illegal use of the Company Car whilst on company business will, notwithstanding any other proceedings that may result from such use, constitute gross misconduct and may result in summary dismissal.

14. Termination of Employment

- 14.1 If you are summarily dismissed, you shall return the Company car on or before your last day at work in accordance with the Company's instructions, and shall not be entitled to any further use or benefit of the car or to any compensatory payment in lieu.
- 14.2 If you are entitled to a Company car for personal and business use, the use of the car may, at the Company's discretion, be withdrawn during any period of notice, garden leave or paid suspension. In these circumstances, an allowance in lieu of the benefit of the car will be paid instead.

15. Car/Cash Allowance

15.1 The Company operates a scheme whereby individuals who are contractually entitled to be provided with a car are to be offered the opportunity to purchase their own vehicle by offering a cash allowance instead.

By accepting a cash allowance, you acknowledge that your salary payment includes an amount to assist you with the purchase, maintenance and insurance of a motor vehicle to enable you to perform your role with Tatry Group Ltd. You therefore agree that you will maintain and insure a motor vehicle of sufficient standard to enable you to perform your role.

Details of the amount of cash allowance applicable are set out below. The maximum amounts are standard and are not negotiable.

In order to qualify for the cash allowance, you must own or agree to purchase a suitable roadworthy and reliable car which is available to you at all times to enable you to carry out your work. In the event your own car is not available, you must make suitable alternative arrangements; a Company car will not be available to you.

By accepting the cash allowance, you should be aware that you take on the following responsibilities:

- Ownership of a suitable vehicle
- · All costs, including repairs and maintenance
- Road Fund Licence
- · MOT tests, if applicable
- · Regular servicing in accordance with manufacturers' guidance
- Insurance (including insurance for business use).
- Private fuel

Please note that you will not be allowed to use the car for business use unless you have a business use extension on your insurance policy.

The Company operates a flexible car choice policy for cash allowance takers, however there are a few parameters that are required to observed below:

- If, as part of your role, you are required to transport people to locations in your vehicle, then you must ensure it has four seats, and is appropriate for business use
- If, as part of your role, you are required to transport equipment, materials and supplies to locations in your vehicle, then you must ensure it has adequate capacity, and is appropriate for business use
- Your vehicle must not be more than 15 years old by the date of sale
- · Vehicles must be in a legally roadworthy condition.

Failure to comply with the requirements set out above could result in the loss of the cash allowance and possible disciplinary action being taken in accordance with the Company's Disciplinary Procedure.

It cannot be emphasised enough; how important it is that your vehicle is legally roadworthy. Failure to maintain roadworthiness, in the sole opinion of the Company, could lead to disciplinary action being taken in accordance with the Company's Disciplinary Procedure and the cash allowance being withdrawn.

- The cash allowance will be paid through the payroll in twelve equal instalments and will be subject to statutory deductions. The cash allowance does not form part of pensionable salary.
- 15.3 Car Allowance is set at £4,500 per year for all roles. It is not negotiable.
- 15.4 In the event of the vehicle concerned being under repair then the employee will be expected to make their own arrangements as appropriate, to fulfil their business travel. Under these circumstances, the Company will continue to reimburse business mileage payments only, provided this is pre-authorised by the employee's manager.
- 15.5 Car Allowances are allocated to a particular position within the company, not to the employee and applies to permanent, temporary, part time and job share employees.
- 15.6 Employees who are contracted to work less than full time equivalent hours will have their pro-rata hours considered when calculating their Car Allowance.

- 15.6 Once you have started to receive a Car Allowance you cannot chose to change to a Company Car at any point in the future.
- 15.7 The Car Allowance will cease immediately if you are disqualified from driving for whatever reason. It will only recommence when the disqualification period is over and will be conditional upon the production of satisfactory documentary evidence.

16. Variations and Changes to Contractual or Personal Circumstances

- 16.1 The Company reserves the right, at its sole discretion, to amend or vary any of the terms of this Policy from time to time.
- 16.2 The Company reserves the right, at its sole discretion, to amend or vary the value of the Company Car or Car Allowance to which you are entitled.
- 16.3 If the Company decides to change its arrangements for the supply of Company cars, it may be necessary to replace your existing car with a different Car, Van or Car Allowance provided under the new arrangements.
- 16.4 Employees on maternity leave will stop receiving Car Allowance after their paid maternity period ends.
- 16.5 Entitlement to a Company Car and payment of the Car Allowance will cease if an individual's driving licence becomes invalid due to a driving ban.
- 16.6 If an employee resigns, or is dismissed, from the company, the Entitlement to a Company Car and payment of the Car Allowance will cease with effect from the employee's date of termination.
- 16.7 For employees on long term sickness absence the Car Allowance will be reduced to half when they go onto half sick pay and the entitlement to a Company Car and payment of the Car Allowance will cease when they go onto 'nil pay'.
- 16.8 No compensation will be paid to employees in relation to Company Car or Car Allowance in the event of redundancy, ill health retirement, normal retirement, or death in service.
- A Company Car can be withdrawn during periods when the employee is not at work, for example during holidays, a period of garden leave or paid suspension.

This Policy has been approved & authorised by

Name: Jonathan Sisk Position: Managing Director

Date: 18/03/2022 Signature: **Jonathan Sisk**