



STAFF HANDBOOK

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1. USING THE STAFF HANDBOOK

- 1.1 This Staff Handbook sets out the main policies and procedures that you will need to be aware of while working for the Gelder Group. You should familiarise yourself with it and comply with it at all times. Any questions you may have with regard to its contents or what you have to do to comply with it should be referred to the Company's Legal Officer.
- 1.2 The policies and procedures set out in this handbook apply to all employees. They therefore apply to managers, officers, directors, employees, consultants, contractors, trainees, apprentices, homeworkers, part-time and fixed-term employees, casual and agency staff and volunteers (collectively referred to as **staff** in this policy). They do **not** form part of the terms of your contract with us, which are provided to you separately. Your contract sets out your job title, hours and place of work, probationary period, salary, holiday entitlement, sick pay, your entitlement to and obligation to give notice to terminate your contract and the duties of confidentiality that continue to apply after the termination of your contract.

2. RESPONSIBILITY FOR THE STAFF HANDBOOK

- 2.1 Our Legal Officer has overall responsibility for the operation of this Staff Handbook and for ensuring that its policies and procedures comply with our legal obligations.
- 2.2 All staff have a specific responsibility to operate in accordance with the provisions set out in this Staff Handbook, ensure that everyone understand the standards of behaviour expected of them and to take action when behaviour falls below the requirements expected by the Gelder Group.
- 2.3 Those working at a management level have a specific responsibility to set an appropriate standard of behaviour, to lead by example and to ensure that those they manage adhere to the policies and procedures and promote our aims and objectives with regard to equal opportunities.
- 2.4 Everyone should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives. All staff must ensure that they are familiar with and comply with its policies and procedures. Copies of this Staff Handbook can be found on the Gelder Intranet and the Gelder Group website.

3. DRESS CODE & STAFF UNIFORM

We require everyone to maintain an appropriate standard of dress and personal appearance at work and to conduct themselves in a professional manner. The purpose of our dress code is to establish basic guidelines on appropriate clothing and appearance when representing the Gelder Group, so that we:

- (a) promote a positive image and ensure that our staff look professional;
- (b) respect religious, racial and gender-specific clothing requirements;
- (c) take account of health and safety requirements; and
- (d) help staff decide what clothing it is appropriate to wear to work.

Staff Uniform

- 3.2 Where you are instructed to wear branded workwear, this should be worn at all times when employed on company business. Different departments may have specific requirements that result in particular clothing demands, for example, where there is an instruction to wear the staff uniform of where your work raises health and safety risks. It is important that all staff dress in a manner appropriate to their working environment and the type of work they do. You will be notified by your manager whether you are required to wear the Staff Uniform.

Office based staff – compulsory dress code

Female Staff Uniform

- Shirt - As issued (you can use your own suitable alternative, provided it is a white shirt with a collar and professional in style. T-shirts are not allowed)
- Scarf - As issued (Must be worn by 08.30am)
- Cardigan/Jumper – As issued
- Skirt or Trousers (Jeans are not allowed) – Solid Dark Colour (Blue, Grey or Black)
- Shoes (Flip flops are not allowed) – Solid Dark Colour (Blue, Grey or Black)

Male Staff Uniform

- Shirt - As issued
- Tie – As issued (Must be worn by 08.30am)
- Trousers (Jeans are not allowed) – Solid Dark Colour (Blue, grey or black)
- Shoes - Dark Colour (Blue, grey, black or brown)

Non-Uniform – Office-Based Staff

- 3.3 Where you are authorised to wear clothing other than our branded workwear, you must following the following strict dress code whereby all clothing must be smart business-wear that is professional in style:

Female Staff

- Shirt/Blouse (T-shirts are not allowed)
- Skirt or Trousers (E.g. Blue, Grey, White, Black or other neutral colours) (Jeans are not allowed)
- Shoes (Flip flops are not allowed)

Male Staff

- Shirt with collar
- Tie
- Smart Trousers (Blue, Grey or Black) (Jeans are not allowed)

- 3.4 Once again, it is important that all staff dress in a manner appropriate to their working environment and the type of work they do. You will be notified by your manager whether you are authorised to wear clothing other than the Staff Uniform.

General Appearance

- 3.5 While working for us you represent us with clients and the public. Your appearance contributes to the reputation and development of the Gelder business and brand.
- 3.6 It is important that you appear clean and smart at all times when at work, particularly when you may be in contact with clients, other business contacts or the general public.
- 3.7 Staff should not wear anything that could present a health and safety risk.
- 3.8 Failure to comply with our dress code may result in action under our Disciplinary Procedure.
- 3.9 If you are unsure what to wear, please do not hesitate to ask Reception.

4. EXPENSES POLICY

- 4.1 We will reimburse expenses properly incurred in accordance with this policy. Any attempt to claim expenses in breach of this policy may result in disciplinary action.
- 4.2 Expenses will only be reimbursed if they are: claimed using the correct form (which can be found on the Gelder Intranet) and submitted to your line manager; supported by relevant documents (for example, VAT receipts, tickets, and credit or debit card slips form); and where required, authorised in accordance with instructions in force at the time the expense was incurred.

5. REPAYMENT OF TRAINING COSTS

- 5.1 From time to time the Company may pay for you to attend training courses. In consideration of this, you agree that if your employment terminates after the Company has incurred liability for the cost of you doing so you will be liable to repay some or all of the fees, expenses and other costs (the **Costs**) associated with such training courses in accordance with clause 5.2.
- 5.2 Except in the circumstances set out in clause 5.3, the Company may recover the Costs as follows:
- (a) if you cease employment before you attend the training course but the Company has already incurred liability for the Costs, 100% of the Costs or such proportion of the Costs that the Company cannot recover from the course provider shall be repaid;

- (b) if you cease employment during the training course or within 6 months of completing the training course, 100% of the Costs shall be repaid;
- (c) if you cease employment more than 6 months but no more than 12 months after completion of the training course, 50% of the Costs shall be repaid;
- (d) if you cease employment more than 12 months but no more than 24 months after completion of the training course, 25% of the Costs shall be repaid.

Thereafter, no repayment shall be required.

5.3 You shall not be required to repay any of the Costs under this clause 5 if:

- (a) the Company terminates your employment, except where it was entitled to and did terminate your employment summarily; or
- (b) you terminate your employment in response to a fundamental breach by the Company; or
- (c) where the Company uses its discretion to decide that no Costs will be claimed from you.

5.4 You agree that where the Company exercises its rights under this clause to reclaim sums due, the Company may deduct such sums from your final payment of wages or from any outstanding payments due to you.

5.5 You agree that if the Company waives your obligation to repay the Costs under this clause, you will be solely responsible for any income or other tax payable as a result of the waiver and you shall indemnify the Company on a continuing basis in relation to any such tax.

6. HOLIDAY ENTITLEMENT

6.1 The company's holiday year runs from 1 January to 31 December ("the Holiday Year").

6.2 In each Holiday Year your overall holiday entitlement will be as notified to you in your contract of employment.

6.3 If the company requires you to work on any of bank/public holiday we will give you as much notice as is possible and you will be entitled to time in lieu at a time or times to be agreed with the company.

6.4 You will be required to reserve from your overall holiday entitlement sufficient days to cover the company's closedown between Christmas and New Year. The company will give notice of the dates of the closedown and the number of days you are required to reserve by 30 September in each year.

6.5 The balance of your overall holiday entitlement may be taken at times agreed between you and the company. You are required to give 4 weeks' notice of proposed holiday dates. The company will, wherever possible, grant your request but there may be occasions when this is not possible for business reasons. For operational reasons, no more than 3 working weeks' holiday may be taken at any one time.

- 6.6 You may not carry forward any holiday to a subsequent Holiday Year unless otherwise agreed with a Director of the company. The company will have regard to the needs of the business and if granted the company will agree the time at which the carried forward holiday is to be taken, again having regard to the needs of the business.
- 6.7 If you start or leave the company's employment during the Holiday Year your holiday entitlement will be calculated on a proportionate basis based on each complete month of service of that holiday year. Holiday entitlement over and above the minimum statutory entitlement as set out in the Working Time Regulations from time to time will not accrue during any period of absence due to sickness or injury.
- 6.8 Upon termination of your employment you will be entitled to pay in lieu of any unused holiday entitlement and will be required to repay the company any holiday pay received for holiday taken in excess of your entitlement. Any sums so due may be deducted from money owing to you. The company reserves the right to require you to take any unused holiday entitlement during your notice period even if booked to be taken after the end of the notice period.

7. SICKNESS ABSENCE POLICY

- 7.1 This policy sets out our procedures for reporting sickness absence and for the management of sickness absence in a fair and consistent way.

Sickness absence reporting procedure

- 7.2 If you cannot attend work because you are ill or injured you should telephone your line manager as early as possible and no later 8:00am on each day of absence. Only in exceptional circumstances should someone do this on your behalf. The following details should be provided:

- (a) the nature of your illness;
- (b) the expected length of your absence from work;
- (c) contact details; and
- (d) any outstanding or urgent work that requires attention.

- 7.3 Managers should ensure that any sickness absence that is notified to them is recorded and that arrangements are made, where necessary, to cover work and to inform colleagues and clients (while maintaining confidentiality).

Evidence of incapacity

- 7.4 For sickness absence of up to seven calendar days you must complete a self-certification form which is available on the Gelder Intranet. This must be completed upon your return to work and given to your line manager.
- 7.5 For absence of more than a week you must obtain a certificate from your doctor (a "Statement of Fitness for Work") stating that you are not fit for work and the

reason(s) why. This should be forwarded to your line manager as soon as possible. If your absence continues, further medical certificates must be provided to cover the whole period of absence.

- 7.6 If your doctor provides a certificate stating that you "may be fit for work" you should inform your line manager immediately. We will discuss with you any additional measures that may need to be taken in order to facilitate your return to work, taking account of your doctor's advice. This may take place at a return to work interview (detailed in paragraph 7.13). If appropriate measures cannot be taken, you will remain on sick leave and we will set a date to review the situation.
- 7.7 Where we are concerned about the reason or frequency of your absence, we may require a medical certificate for each absence regardless of duration.

Unauthorised absence

- 7.8 Cases of unauthorised absence will be dealt with under our Disciplinary Procedure.
- 7.9 Absence that has not been notified according to the sickness absence reporting procedure will be treated as unauthorised absence.

Keeping in contact during sickness absence

- 7.10 If you are absent on sick leave you should expect to be contacted from time to time by your line manager in order to discuss your wellbeing, expected length of continued absence from work and any of your work that requires attention. Such contact is intended to provide reassurance and will be kept to a reasonable minimum.

Medical examinations

- 7.11 We may, at any time in operating this policy, ask you to consent to a medical examination by a doctor nominated by us (at our expense), for example, to get a better understanding of the timescales for your recovery.
- 7.12 You will be asked to agree that any report produced in connection with any such examination may be disclosed to us and that we may discuss the contents of the report with our advisers and the relevant doctor.

Return-to-work interviews

- 7.13 Where you have been absent on sick leave for more than 2 days we will arrange for you to have a return-to-work interview with your line manager or, for cases of longer sickness absence, with our Legal Officer.

Sick Pay

- 7.14 If you are absent from work you are entitled to Statutory Sick Pay (SSP) provided the relevant requirements are satisfied. Qualifying days for SSP purposes are Monday to Friday.

8. SALARY SACRIFICE POLICY

- 8.1 This policy sets out our employee's entitlement to vary their terms and conditions of employment in respect of their remuneration.

What is Salary Sacrifice?

- 8.2 A Salary Sacrifice happens when an employee gives up the right to receive part of the cash salary due under their contract of employment. Usually the sacrifice is made in return for the employer's agreement to provide the employee with some form of non-cash benefit e.g. nursery fees. The "Sacrifice" is achieved by varying the employee's terms and conditions of employment relating to pay and an actual reduction to gross basic pay occurs as a result.

- 8.3 The pre-tax salary deduction is equal to the post-tax nursery fee made by those not taking a salary sacrifice. Tax and National Insurance (NI) is not payable on the sacrificed portion of the salary. By electing to receive a lower salary in exchange for a sacrifice, Tax and NI contributions are reduced.

- 8.4 Payment under the scheme is made directly from the employee's salary each month to the external operator of the particular scheme.

What do we offer?

- 8.5 Gelder Group offers the following sacrifice schemes:
- (a) **Childcare Vouchers** which can be used for any Ofsted registered childcare provider for childcare costs for children aged 0-15 years, or 16 years if the child has a disability. There is a statutory minimum of £10 per month and a maximum of £243 per month that can be sacrificed.
 - (b) **Cycle to Work** whereby employees can benefit from obtaining a tax-free bike and accessories up to the value of £1000. The employee applies for a voucher to redeem against their goods and then collects them from a local participating bicycle shop.
 - (c) **Contributions under the Company Pension Scheme.**

Eligibility

- 8.6 Any Gelder Group employee is eligible to apply to join a salary sacrifice scheme. There are certain limits to eligibility, in particular that an employee's gross basic pay does not fall below the National Minimum Wage or the NIC Lower Earnings Limit, at any time during employment, after the Salary Sacrifice reduction.
- 8.7 An employee can remain in a Salary Sacrifice scheme as long as they remain a Gelder Group employee and their salary is sufficient to cover their chosen Salary Sacrifice

amount. An employee should be aware that there is a requirement to be a member of a scheme for 12 months to fully benefit from the tax and NI savings, unless a lifestyle event occurs (further information given in section 9.3).

- 8.8 An employee can join as many schemes as they wish, provided they do not go below the eligibility limit.
- 8.9 An employee will always be able to use a Salary Sacrifice scheme whilst they are employed by Gelder Group, as long as the scheme continues in force subject to continuing HMRC approval, and providing that they continue to earn a gross salary payment that remains above the National Minimum Wage or the NIC Lower Earnings Limit after sacrifice.
- 8.10 All of the schemes are available to employees from the start of their employment, with the exception of the Cycle to Work scheme, where the employee needs to have completed their probation period.

How do I join?

- 8.11 If you wish to join any of our salary sacrifice schemes, please discuss with the Finance Director who will advise you on how to proceed.

Leaving the Salary Sacrifice Scheme

- 8.12 When the employee is entered into a Salary Sacrifice arrangement there is a fixed commitment for one year (this is per scheme where the employee is a member of more than one). However if the employee experiences a life-changing event (Life Event) they will be able to opt in or out of the arrangement. If they leave a scheme within the year (and not due to a Life Event), they will be liable for previous Tax and NI savings. The exception to this is the Cycle to Work scheme, for which there is a fixed commitment for the duration of the loan.
- 8.13 Life changing events which are permissible under the scheme are:
 - (a) The start or end of maternity leave;
 - (b) The start or end of a period of unpaid leave, and the employee falls below the eligibility criteria limits;
 - (c) The start or end of a period of unpaid sickness leave;
 - (d) A new partner in the household, or the loss of one;
 - (e) A change in the number of children in the household;
 - (f) Change in working hours;
 - (g) House move;
 - (h) A Promotion or demotion;
 - (i) The death of a partner or dependant;
 - (j) A significant change in childcare circumstances;
 - (k) A material change in a partners circumstances (e.g. redundancy);
 - (l) Leaving the Gelder Group's employment (voluntary or otherwise)
- 8.14 At least one month's notice must be given to the Finance Director if the employee wishes to leave the Salary Sacrifice scheme. It is the employee's responsibility to contact the benefit provider directly to give them the required notice period for

terminating membership or stopping a nursery place. The relevant notice period may vary from provider to provider.

- 8.15 Normally an employee will not be able to apply to and rejoin a Salary Sacrifice scheme for a period of 12 months after they have withdrawn. However they may apply to and rejoin the scheme at any time if they wish to rejoin because of a Life Change Event including the ending of a Life Change Event.
- 8.16 Rejoining the scheme will always be subject to eligibility, the terms and conditions of the scheme, the employee's acceptance of a change to their contract of employment and the scheme continuing in existence.
- 8.17 Where the employee is leaving the Gelder Group's employment, as well as providing appropriate notice to the benefit provider, they should be aware that this will cause their membership of the Salary Sacrifice scheme to end, and they may be required to pay their fees directly to the benefit provider.
- 8.18 The Cycle to Work scheme is a "non-cancellable" loan and all outstanding monies must be paid before the employee leaves the Gelder Group's employment. The outstanding balance will be deducted from the employee's final net salary payment.

Impact on benefits and salary

- 8.19 An employee should seek further advice from HM Revenue & Customs, prior to commencing a Salary Sacrifice, if they are in receipt of any state benefits, such as Statutory Maternity Pay (SMP), Statutory Sick Pay (SSP) or the childcare element of Working Tax Credits. An HM Revenue & Customs guide to Salary Sacrifice is available and can be downloaded from: www.hmrc.gov.uk/specialist/salary_sacrifice.pdf
- 8.20 By reducing their basic salary an employee may lose or reduce their entitlement to certain statutory payments paid or funded by the Government. This is because their entitlement to the statutory benefits (and level of, payments in the case of some benefits) is based on the basic salary after the Salary Sacrifice reduction.
- 8.21 Such statutory benefits include, but are not limited to, statutory maternity, paternity and adoption pay, incapacity benefit, job seekers allowance, state pension, maternity allowance, state second pension, statutory sick pay, tax credits, and reduced rate NI Contributions.
- 8.22 Any statutory payments (e.g. maternity, adoption, etc) will be based on the post-sacrificed salary. Any occupational payments (e.g. maternity, sickness) will be based on the pre-sacrificed salary.
- 8.23 If an employee is currently making standard employee pension there will be no change to the amount they pay because the pension contribution deduction(s) will continue to be based on the pre-sacrificed salary. If an employee has any queries in relation to their pension scheme membership, they should contact the Finance Director.
- 8.24 Any additional hours worked as overtime or enhancements will be paid at the pre-sacrifice rate.

- 8.25 If an employee is applying for a mortgage, a loan or a similar financial transaction, they should quote their full pre-sacrificed salary as their earnings from the Gelder Group.

9. EQUAL OPPORTUNITIES POLICY

- 9.1 We are committed to promoting equality of opportunity for all staff and job applicants. We aim to create a working environment in which all individuals are able to make best use of their skills, free from discrimination or harassment, and in which all decisions are based on merit.
- 9.2 We do not discriminate against staff on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (**protected characteristics**).
- 9.3 The principles of non-discrimination and equality of opportunity also apply to the way in which staff treat visitors, customers, suppliers and former staff members.
- 9.4 All staff have a duty to act in accordance with this policy and treat colleagues with dignity at all times, and not to discriminate against or harass other members of staff, regardless of their status. Your attention is drawn to our Anti-harassment and Bullying Policy.
- 9.5 This policy applies to all aspects of our relationship with staff and to relations between staff members at all levels.

Forms of discrimination

- 9.6 Discrimination by or against an employee is generally prohibited unless there is a specific legal exemption. Discrimination may be direct or indirect and it may occur intentionally or unintentionally.
- 9.7 Direct discrimination occurs where someone is treated less favourably because of one or more of the protected characteristics set out above. For example, rejecting an applicant on the grounds of their race because they would not "fit in" would be direct discrimination.
- 9.8 Indirect discrimination occurs where someone is disadvantaged by an unjustified provision, criterion or practice that also puts other people with the same protected characteristic at a particular disadvantage.
- 9.9 Harassment related to any of the protected characteristics is prohibited. Harassment is unwanted conduct that has the purpose or effect of violating someone's dignity, or creating an intimidating, hostile, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.
- 9.10 Victimisation is also prohibited. This is less favourable treatment of someone who has complained or given information about discrimination or harassment, or supported someone else's complaint.

Recruitment and selection

- 9.11 We aim to ensure that no job applicant suffers discrimination because of any of the protected characteristics above. Our recruitment procedures are reviewed regularly to ensure that individuals are treated on the basis of their relevant merits and abilities. Job selection criteria are regularly reviewed to ensure that they are relevant to the job and are not disproportionate.
- 9.12 Job advertisements should avoid stereotyping or using wording that may discourage particular groups from applying. We take steps to ensure that our vacancies are advertised to a diverse labour market
- 9.13 Applicants should not be asked about health or disability before a job offer is made. There are limited exceptions which should only be used with the approval of the Legal Officer. For example:
- (a) Questions necessary to establish if an applicant can perform an intrinsic part of the job (subject to any reasonable adjustments);
 - (b) Questions to establish if an applicant is fit to attend an assessment or any reasonable adjustments that may be needed at interview or assessment; or
 - (c) Equal opportunities monitoring (which will not form part of the decision-making process).
- 9.14 Applicants should not be asked about past or current pregnancy or future intentions related to pregnancy. Applicants should not be asked about matters concerning age, race, religion or belief, sexual orientation, or gender reassignment without the approval of the Legal Officer (who should first consider whether such matters are relevant and may lawfully be taken into account).
- 9.15 We are required by law to ensure that all employees are entitled to work in the UK. Assumptions about immigration status should not be made based on appearance or apparent nationality. All prospective staff, regardless of nationality, must be able to produce original documents (such as a passport) before employment starts, to satisfy current immigration legislation. You shall also be required to undergo a CRB check.
- 9.16 To ensure that this policy is operating effectively, and to identify groups that may be underrepresented or disadvantaged in our organisation, we monitor applicants' ethnic group, gender, disability, sexual orientation, religion and age as part of the recruitment procedure. Provision of this information is voluntary and it will not adversely affect an individual's chances of recruitment or any other decision related to their employment. Analysing this data helps us take appropriate steps to avoid discrimination and improve equality and diversity.

Staff training and promotion and conditions of service

- 9.17 Staff training needs will be identified through regular staff appraisals. All staff will be given appropriate access to training to enable them to progress within the organisation and all promotion decisions will be made on the basis of merit.

Termination of employment

- 9.18 We will ensure that redundancy criteria and procedures are fair and objective and are not directly or indirectly discriminatory.
- 9.19 We will also ensure that disciplinary procedures and penalties are applied without discrimination, whether they result in disciplinary warnings, dismissal or other disciplinary action.

Disability discrimination

- 9.20 If you are disabled or become disabled, we encourage you to tell us about your condition so that we can support you as appropriate.
- 9.21 If you experience difficulties at work because of your disability, you may wish to contact your line manager to discuss any reasonable adjustments that would help overcome or minimise the difficulty. Your line manager may wish to consult with you and your medical adviser(s) about possible adjustments. We will consider the matter carefully and try to accommodate your needs within reason. If we consider a particular adjustment would not be reasonable we will explain our reasons and try to find an alternative solution where possible.
- 9.22 We will monitor the physical features of our premises to consider whether they place disabled workers, job applicants or service users at a substantial disadvantage compared to other staff.

Fixed-term employees

- 9.23 We monitor our use of fixed-term employees, and their conditions of service, to ensure that they are being offered appropriate access to benefits, training, promotion and permanent employment opportunities.

Part-time work

- 9.24 We monitor the conditions of service of part-time employees and their progression to ensure that they are being offered appropriate access to benefits and training and promotion opportunities.

Breaches of the policy

- 9.25 If you believe that you may have been discriminated against you are encouraged to raise the matter through our Grievance Procedure. If you believe that you may have been subject to harassment you are encouraged to raise the matter through our Anti-harassment and Bullying Policy.
- 9.26 Allegations regarding potential breaches of this policy will be treated in confidence and investigated in accordance with the relevant procedure. Staff who make such allegations in good faith will not be victimised or treated less favourably as a result.

False allegations which are found to have been made in bad faith will, however, be dealt with under our Disciplinary Procedure.

- 9.27 Any member of staff who is found to have committed an act of discrimination or harassment will be subject to disciplinary action. Such behaviour may constitute gross misconduct and, as such, may result in summary dismissal. We take a strict approach to serious breaches of this policy.

10. ANTI-HARASSMENT AND BULLYING POLICY

- 10.1 The purpose of this policy is to ensure that all staff are treated and treat others with dignity and respect, free from harassment and bullying. All staff should ensure they understand what types of behaviour are unacceptable under this policy.
- 10.2 This policy covers harassment or bullying which occurs both in and out of the workplace, such as on business trips or at events or work-related social functions. It covers bullying and harassment by staff and also by third parties such as customers, suppliers or visitors to our premises.
- 10.3 Staff must treat colleagues and others with dignity and respect, and should always consider whether their words or conduct could be offensive. Even unintentional harassment or bullying is unacceptable.
- 10.4 We will take allegations of harassment or bullying seriously and address them promptly and confidentially where possible. Harassment or bullying by an employee will be treated as misconduct under our Disciplinary Procedure. In some cases it may amount to gross misconduct leading to summary dismissal.

What the law says

- 10.5 The Equality Act 2010 prohibits harassment related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. For more information see our Equal Opportunities Policy.
- 10.6 The Protection from Harassment Act 1997 also makes it unlawful to pursue a course of conduct which you know or ought to know would be harassment, which includes causing someone alarm or distress.
- 10.7 Under the Health and Safety at Work Act 1974 staff are entitled to a safe place and system of work.
- 10.8 Individual members of staff may in some cases be legally liable for harassment of colleagues or third parties including customers, and may be ordered to pay compensation by a court or Employment Tribunal.

What is harassment?

- 10.9 Harassment is any unwanted physical, verbal or non-verbal conduct which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile,

degrading, humiliating or offensive environment for them. A single incident can amount to harassment.

- 10.10 It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.
- 10.11 Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.
- 10.12 Harassment may include, for example:
- (a) unwanted physical conduct or "horseplay", including touching, pinching, pushing, grabbing, brushing past someone, invading their personal space, and more serious forms of physical or sexual assault;
 - (b) unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
 - (c) sending or displaying material that is pornographic or that some people may find offensive (including e-mails, text messages, video clips and images sent by mobile phone or posted on the internet);
 - (d) offensive or intimidating comments or gestures, or insensitive jokes;
 - (e) mocking, mimicking or belittling a person's disability;
 - (f) racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group or gender; or
 - (g) ignoring or shunning someone, for example, by deliberately excluding them from a conversation or a workplace social activity.
- 10.13 A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if they create an offensive environment for him.

What is bullying?

- 10.14 Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.
- 10.15 Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:
- (a) shouting at, being sarcastic towards, ridiculing or demeaning others;
 - (b) physical or psychological threats;
 - (c) overbearing and intimidating levels of supervision;
 - (d) inappropriate and derogatory remarks about someone's performance; or
 - (e) deliberately excluding someone without good reason.

- 10.16 Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.
- 10.17 Staff should disclose any instances of harassment or bullying of which they become aware to the Legal Officer.

Informal steps

- 10.18 If you are being bullied or harassed, you should initially consider raising the problem informally with the person responsible, if you feel able. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your line manager, who can provide confidential advice and assistance in resolving the issue formally or informally.
- 10.19 If you are not certain whether an incident or series of incidents amount to bullying or harassment, you should initially contact your line manager informally for confidential advice. If informal steps have not been successful or are not possible or appropriate, you should follow the formal procedure set out below.

Formal Complaint & Investigation

- 10.20 If you wish to make a formal complaint about bullying or harassment, you should submit it in writing to the Legal Officer, whose role is to investigate the matter in a timely and confidential manner, meet with you and those concerned and ultimately prepare a report of the findings for consideration by a senior manager. You will then receive confirmation of the outcome in writing. The overall aim is to achieve a solution wherever possible and to respect the confidentiality of all concerned.
- 10.21 Your written complaint should set out full details of the conduct in question, including the name of the harasser or bully, the nature of the harassment or bullying, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.

Appeals

- 10.22 If you are not satisfied with the outcome you may appeal in writing to a Director, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.
- 10.23 We will hold an appeal meeting, normally within one week of receiving your written appeal. This will be dealt with by a more senior manager who has not previously been involved in the case (although they may ask anyone previously involved to be present). You may bring a colleague or trade union representative to the meeting.
- 10.24 We will confirm our final decision in writing, usually within one week of the appeal hearing. This is the end of the procedure and there is no further appeal.

Confidentiality and data protection

- 10.25 Confidentiality is an important part of the procedures provided under this policy. Everyone involved in the operation of the policy, whether making a complaint or

involved in any investigation, is responsible for observing the high level of confidentiality that is required. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis.

- 10.26 Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process.
- 10.27 Breach of confidentiality may give rise to disciplinary action under our Disciplinary Procedure.

11. ANTI-CORRUPTION AND BRIBERY POLICY

Statement of Commitment

The Gelder Group's ambition and aim is to be 'The Best' at what it does. To achieve this vision we have to build, maintain, protect and enhance our reputation among our stakeholders, including employees, customers, supply chain partners, as well as among the community at large. A good reputation is a difficult thing to achieve and a valued asset to our company; one we must protect. Our ability to tender for new business and our relationships with stakeholders depends a great deal upon the good reputation that we have established through 25 years of business. Your personal contribution to protecting and enhancing our reputation by complying with this policy is invaluable in securing new business and being a profitable company.

This policy is designed to help you understand your legal obligations in accordance with 'The Bribery Act 2010'. Myself and the Board are fully committed to this policy and would ask you to show your commitment too, by reading and adhering to it.



Steve Gelder MBE
Managing Director

- 11.1 It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery.
- 11.2 We will uphold all laws relevant to countering bribery and corruption. However, we remain bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct both at home and abroad.
- 11.3 The purpose of this policy is to:
- (a) set out our responsibilities, and of those working for us, in observing and upholding our position on bribery and corruption; and
 - (b) provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.
- 11.4 Bribery and corruption are punishable for individuals by up to ten years' imprisonment and if we are found to have taken part in corruption we could face an unlimited fine, be excluded from tendering for public contracts and face damage to our reputation. We therefore take our legal responsibilities very seriously.

What is bribery?

- 11.5 A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage. In our industry, bribery could occur, for example, in situations such as tendering, appointing preferred suppliers, contracts and agents, or awarding Safe Partners.
- 11.6 Bribes are not always the handing over of cash. Gifts, hospitality and entertainment can be bribes if they are intended to influence a business decision.

Gifts and hospitality

- 11.7 This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties.
- 11.8 The giving or receipt of gifts is not prohibited, if the following requirements are met:
- (a) it is not made with the intention of influencing a third party to obtain a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for benefits;
 - (b) it complies with local law;
 - (c) it is given in our name, not in your name;
 - (d) it does not include cash or a cash equivalent;
 - (e) it is appropriate in the circumstances. For example, it is customary for small gifts to be given at Christmas time;

- (f) taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time;
- (g) it is given openly, not secretly; and
- (h) gifts should not be offered to, or accepted from, government officials or representatives, or politicians or political parties, without the prior approval of a Director.

11.9 The test to be applied to determine the appropriateness of a gift is whether in all the circumstances the gift or hospitality is reasonable and justifiable. The intention behind the gift should always be considered.

What is not acceptable?

11.10 It is not acceptable for you (or someone on your behalf) to:

- (a) give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- (b) give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;
- (c) accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;
- (d) accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by us in return;
- (e) engage in any activity that might lead to a breach of this policy.

Facilitation payments and kickbacks

11.11 We do not make, and will not accept, facilitation payments or "kickbacks" of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official.

11.12 If you are asked to make a payment on our behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the Legal Officer.

11.13 Kickbacks are typically payments made in return for a business favour or advantage. All workers must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

Potential risk scenarios: "red flags"

11.14 The following is a list of possible red flags that may arise during the course of you working for us and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only. If you encounter any of these "red flags" while working for us, you must report them promptly to the Legal Officer:

- (a) you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
- (b) you learn that a third party has a reputation for paying or requesting bribes;
- (c) a third party insists on receiving a commission or fee payment before committing to sign up to a contract with us;
- (d) a third party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- (e) a third party requests that payment is made to a geographic location different from where the third party resides or carries out its business;
- (f) a third party requests an unexpected additional fee or commission to "facilitate" a service;
- (g) a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- (h) a third party requests that you provide employment or some other advantage to a friend or relative;
- (i) you receive an invoice from a third party that appears to be non-standard or customised;
- (j) a third party refuses to put terms agreed in writing;
- (k) a third party requests the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us; or
- (l) you are offered an unusually generous gift or offered lavish hospitality by a third party.

Your responsibilities

- 11.15 You must ensure that you read, understand and comply with this policy. The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. All staff are required to avoid any activity that might lead to, or suggest, a breach of this policy.
- 11.16 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct.

Record-keeping

- 11.17 We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.
- 11.18 You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to managerial review.
- 11.19 You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.

How to raise a concern

- 11.20 You are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. If you have any queries, such as whether a particular act constitutes bribery or corruption, these should be raised with the Legal Officer.

What to do if you are a victim of bribery or corruption

- 11.21 It is important that you tell the Legal Officer as soon as possible if you are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity.
- 11.22 We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future.

12. ANTI MONEY LAUNDERING POLICY

Introduction

- 12.1 In response to the Proceeds of Crime Act (POCA) 2002, Terrorism Act 2002 and Money Laundering Regulations 2007, this policy aims to ensure that the Gelder Group and its employees comply with the legislation.
- 12.2 Legislation has broadened the definition of money laundering and the range of activities where this can apply and it now applies to all companies and institutions. It is no longer acceptable to conduct business on trust alone.
- 12.3 This policy sets out the respective obligations of the Gelder Group and its employees. It also sets out the procedure to be followed if money laundering is suspected and defines the responsibility of individual employees in the process.

What is Money Laundering?

- 12.4 The legislation defines money laundering very widely as follows:
- (a) concealing, disguising, converting, transferring criminal property or removing it from the United Kingdom;
 - (b) entering into or becoming concerned in an arrangement which you know or suspect facilitates the acquisition, retention, use or control of criminal property by or on behalf of another person; and
 - (c) acquiring, using or possessing criminal property.
- 12.5 There are further associated offences regarding:
- (a) Due diligence:
 - (i) failure to apply customer due diligence;
 - (ii) failure to apply on-going monitoring of business relationship and customer due diligence;
 - (iii) failure to comply with timing on verification of clients and any beneficial owner;

- (iv) failure to apply enhanced customer due diligence and monitoring where required;
- (v) failure to keep required records; and
- (vi) continuing with a business relationship where unable to apply customer due diligence.

- (b) Disclosure:
 - (i) making a disclosure to a person which is likely to prejudice a money laundering investigation (“tipping off”);
 - (ii) failing to disclose; and
 - (iii) prejudicing an investigation.

12.6 Money Laundering is also taken to encompass activity related to terrorist financing including the handling of funds used for terrorist purposes as well as proceeds from terrorism.

What is a ‘material amount’?

12.7 There is no ‘de minimis’ provision in the POCA. This means that there is no minimal level below which suspicious transactions need not be reported.

Who to ask for general guidance?

12.8 If you are seeking general guidance about whether a proposed client or activity might conflict with Money Laundering legislation, you should seek guidance from the Legal Officer.

Our Obligations

- 12.9 The Gelder Group has a responsibility to implement risk sensitive policies and procedures to prevent activities related to money laundering and terrorist financing including:
- (a) establish effective and timely due diligence for both new and existing clients;
 - (b) maintain customer identification procedures to ‘know your customer’, in relevant circumstances;
 - (c) ensure appropriate senior management authorisation requirement for new ‘products’ and new business relationships, based on risk;
 - (d) appoint a Money Laundering Reporting Officer (MLRO) to receive, consider and report as appropriate, disclosure of suspicious activity reported by employees;
 - (e) implement a procedure to enable the reporting of suspicious activity;
 - (f) maintain adequate records of transactions;
 - (g) ensure an effective internal control regime is in place; and
 - (h) ensure appropriate training is provided and documented.

Your Obligations

12.10 Money laundering legislation applies to ALL employees. Potentially any member of staff could be committing an offence under the money laundering laws if they

suspect money laundering or if they become involved in some way and do nothing about it.

- 12.11 If any individual suspects (see below) that money laundering activity is or has taken place or if any person becomes concerned about their involvement it must be disclosed as soon as possible to the MLRO. Failure to do so may result in you being personally liable to prosecution resulting in up to 14 years imprisonment or a fine.

What is suspicion?

- 12.12 Suspicion is more than curiosity. If you have noticed something unusual or unexpected this should lead to curiosity, prompting you to make enquiries. If after enquiring, the facts do not seem normal or make commercial sense then you have suspicion. You do not need to have evidence that money laundering is taking place to have suspicion.

Relevant circumstances

- 12.13 Money laundering regulations apply to cash transactions in excess of 15,000 Euros (approximately £13,000). However the POCA applies to all transactions and can include dealings with agents, third parties, property or equipment, cheques, cash or bank transfers.
- 12.14 Only in exceptional circumstances should cash be received by anyone and, in any case, no more than £500. Precautions should also be taken in respect of any refunds requested following a payment by credit card or bank transfer. In these cases refunds should only be made by the same method to the same account.
- 12.15 In the event of an attempted payment by credit or debit card being rejected the reason should be checked with our Banking Services Provider prior to accepting an alternative card. If in any doubt about the identity of the person attempting to make a payment the transaction should not be accepted.

Action to be taken by individuals who suspect money laundering activity

- 12.16 The Legal Officer is the officer nominated to receive disclosures in respect of suspected transactions or activity within the Gelder Group, known as the Money Laundering Responsible Officer (MLRO).
- 12.17 Where you know or suspect that money laundering activity is taking or has taken place, or you become concerned that your involvement in a transaction may amount to a breach of the regulations, you must disclose this immediately, normally to your line manager. If in consultation with your line manager reasonable suspicion is confirmed, a disclosure report must be made to the MLRO.
- 12.18 This disclosure should be made on the same day the information came to your attention. If you do not do so, you may be personally liable to prosecution under the regulations. Your report should include as much detail as possible including:
- (a) full available details of the people, companies involved including yourself and other members of staff if relevant;

- (b) full details of transaction and nature of each person's involvement in the transaction;
- (c) the suspected type of money laundering activity or use of proceeds of crime with exact reasons as to why you are suspicious;
- (d) the dates of any transactions, where they were undertaken, how they were undertaken and the likely amount of money or assets involved;
- (e) any other information that may help the MLRO judge the case for knowledge or suspicion of money laundering and to facilitate their report to the Serious Organised Crime Agency (SOCA).

12.19 Once you have reported your suspicions to the MLRO, you must follow any instructions provided.

12.20 You must not make any further enquires unless instructed to do so by the MLRO.

12.21 At no time and under no circumstances should you voice any suspicions to the person(s) you suspect of money laundering.

12.22 If appropriate, the MLRO will refer the case to the SOCA who will undertake any necessary investigation. This may include consent to continue with a particular transaction and care should be taken not to 'tip off' the individuals concerned, otherwise you may be committing a criminal offence.

Action to be taken by the MLRO

12.23 On receipt of a disclosure report the MLRO will:

- (a) note the date of receipt and acknowledge receipt of it;
- (b) assess and advise the individuals concerned when a response can be expected; and
- (c) consider the report and any other relevant information, undertaking further enquires necessary to decide if a report should be made to the SOCA.

12.24 Once the MLRO has evaluated the case a timely determination will be made as to whether:

- (a) there is actual or suspected money laundering taking place;
- (b) there are reasonable grounds to know or suspect that is the case; and
- (c) consent is required from SOCA for a particular transaction to proceed.

12.25 Where the MLRO concludes that the case should be disclosed to SOCA this needs to be done in a timely manner and in the prescribed manner on a standard report format provided by SOCA.

12.26 Where the MLRO concludes that there are no reasonable grounds to suspect money laundering then consent will be given for transactions to proceed and the disclosure report will be marked accordingly.

Record Keeping Procedure

- 12.27 All disclosure reports and relevant documents will be retained in a confidential file by the Legal Officer for a minimum of six years.
- 12.28 Departments conducting relevant transactions must maintain records for at least 6 years of customer identification evidence and details of any financial transactions carried out. In practice, departments will routinely create and retain records in the course of normal business and these will usually be sufficient for this purpose.

13. CAPABILITY PROCEDURE

- 13.1 This policy is used to deal with poor performance and your ability to fulfil the requirements of the role in which you are employed (collectively referred to as **performance issues** in this policy). It does not apply to cases involving proposed redundancies or misconduct.

Identifying performance issues

- 13.2 In the first instance, performance issues should normally be dealt with informally between you and your line manager, after which time a Performance Improvement Note may be given to you. The formal procedure should be used for more serious cases, or in any case where an earlier informal discussion has not resulted in a satisfactory improvement. Informal discussions may help:
- (a) clarify the required standards;
 - (b) identify areas of concern;
 - (c) establish the likely causes of the performance issues and identify any training needs; and/or
 - (d) set targets for improvement and a time-scale for review.
- 13.3 Employees will not normally be dismissed for performance issues without previous warnings. However, in serious cases of gross negligence or serious inability to carry out the role, or in any case involving an employee who has not yet completed their probationary period, dismissal without previous warnings may be appropriate.
- 13.4 If we have concerns about performance issues, we will undertake an assessment to decide if there are grounds for taking formal action under this procedure.

Notification of a capability hearing

- 13.5 If we consider that there are grounds for taking formal action over alleged performance issues, you will be required to attend a capability hearing. We will notify you in writing of our concerns over your performance, the reasons for those concerns, and the likely outcome if we decide after the hearing that your performance has been unsatisfactory.
- 13.6 We will give you written notice of the date, time and place of the capability hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time, usually two days, to prepare your case based on the information we have given you.

Right to be accompanied at hearings

- 13.7 You may bring a companion to any capability hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell the manager conducting the hearing who your chosen companion is, in good time before the hearing.

Procedure at capability hearings

- 13.8 You must make every effort to attend the hearing as failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so (for example, for health reasons), we may have to take a decision in your absence based on the available evidence.
- 13.9 The hearing will normally be held by your line manager and will normally be attended by the Legal Officer.
- 13.10 The aims of a capability hearing will usually include:
- (a) setting out the required standards that we believe you may have failed to meet, and going through any relevant evidence that we have gathered;
 - (b) allowing you to ask questions, present evidence, call witnesses, respond to evidence and make representations;
 - (c) establishing the likely causes of performance issues including any reasons why any measures taken so far have not led to the required improvement;
 - (d) identifying whether there are further measures, such as additional training or supervision, which may improve performance;
 - (e) discussing targets for improvement and a time-scale for review;
 - (f) if dismissal is a possibility, establishing whether there is any likelihood of a significant improvement being made within a reasonable time and whether there is any practical alternative to dismissal, such as redeployment.

- 13.11 A hearing may be adjourned if we need to gather further information or consider any matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- 13.12 We will inform you in writing of our decision and our reasons for it, usually within one week of the capability hearing. Where possible we will also explain this information to you in person.

Stage 1 hearing: First Written Warning

- 13.13 Following a Stage 1 capability hearing, if we decide that your performance is unsatisfactory, we will give you a First Written Warning, which will remain active on your personnel file for 6 months, setting out:
- (a) the areas in which you have not met the required performance standards;
 - (b) targets for improvement;
 - (c) any measures, such as additional training or supervision, which will be taken with a view to improving performance;
 - (d) a period for review; and
 - (e) the consequences of failing to improve within the review period, or of further unsatisfactory performance.

- 13.14 Your performance will be monitored during the review period and we will write to inform you of the outcome.

Stage 2 hearing: final written warning

- 13.15 If your performance does not improve within the review period set out during Stage 1, or if there is further evidence of poor performance, we may decide to hold a Stage 2 capability hearing, after which, if we decide that your performance is still unsatisfactory, you may be given a final written warning which will remain active on your personnel file for 12 months.

- 13.16 Your performance will be monitored during the second review period and we will write to inform you of the outcome.

Stage 3 hearing: dismissal or redeployment

- 13.17 If your performance does not improve within the review period set out during Stage 2, or if there is yet further evidence of poor performance, we may decide to hold a Stage 3 capability hearing, after which, if we decide that your performance is still unsatisfactory, we may consider a range of options including dismissing you or redeploying you into another suitable job at the same or a lower grade.
- 13.18 Dismissal will normally be with full notice or payment in lieu of notice, unless your performance has been so negligent as to amount to gross misconduct, in which case we may dismiss you without notice or any pay in lieu.

Appeals against action for poor performance

- 13.19 If you feel that a decision about poor performance under this procedure is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to a Director within one week of the date on which you were informed in writing of the decision.
- 13.20 If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing.
- 13.21 We will give you written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after you receive the written notice.
- 13.22 Where possible, the appeal hearing will be conducted by a more senior manager who has not been previously involved in the case. The Legal Officer will also usually be present. You may bring a companion with you to the appeal hearing (see paragraph 13.7).
- 13.23 Following the appeal hearing we may:
- (a) confirm the original decision;
 - (b) revoke the original decision; or
 - (c) substitute a different penalty.

- 13.24 We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. Where possible we will also explain this to you in person. There will be no further right of appeal.

14. DISCIPLINARY RULES

- 14.1 These Disciplinary Rules should be read in conjunction with our Disciplinary Procedure. The aim of the Disciplinary Rules and Disciplinary Procedure is to set out the standards of conduct expected of all staff and to provide a framework within which managers can work with staff to maintain those standards and encourage improvement where necessary.
- 14.2 It is our policy to ensure that any disciplinary matter is dealt with fairly and in accordance with the Disciplinary Procedure.
- 14.3 If you are in any doubt as to your responsibilities or the standards of conduct expected you should speak to your line manager or the Legal Officer.

Rules of conduct

- 14.4 While working for us you should at all times maintain professional and responsible standards of conduct. In particular you should:
- (a) observe the terms and conditions of your contract;
 - (b) ensure that you understand and observe all our policies, procedures and regulations which are included in this Staff Handbook or notified to you from time to time by means of notice boards, e-mail, the Gelder Intranet or otherwise;
 - (c) take reasonable care in respect of the health and safety of colleagues and third parties and comply with our Health and Safety Policy;
 - (d) comply with all reasonable instructions given by managers; and
 - (e) act at all times in good faith and in the best interests of the company, its customers and staff.
- 14.5 Failure to maintain satisfactory standards of conduct may result in action being taken under our Disciplinary Procedure.

Misconduct

- 14.6 The following are examples of matters that will normally be regarded as misconduct and will be dealt with under our Disciplinary Procedure:
- (a) minor breaches of our policies;
 - (b) minor breaches of your contract;
 - (c) damage to, or unauthorised use of, our property;
 - (d) poor timekeeping;
 - (e) time wasting;
 - (f) refusal to follow instructions;
 - (g) excessive use of our telephones for personal calls;
 - (h) excessive personal e-mail or internet usage;
 - (i) obscene language or other offensive behaviour;

- (j) negligence in the performance of your duties; or
- (k) smoking in no-smoking areas.

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

Gross misconduct

- 14.7 Gross misconduct is a serious breach of contract and includes misconduct which, in our opinion, is likely to prejudice our business or reputation or irreparably damage the working relationship and trust between employer and employee. Gross misconduct will be dealt with under our Disciplinary Procedure and will normally lead to dismissal without notice or pay in lieu of notice (summary dismissal).
- 14.8 The following are examples of matters that are normally regarded as gross misconduct. This list is intended as a guide and is not exhaustive:
- (a) theft or fraud;
 - (b) physical or threatened violence or bullying;
 - (c) deliberate and serious damage to property and/or
 - (d) serious misuse of our property or name;
 - (e) repeated or serious failure to obey instructions, or any other serious act of insubordination;
 - (f) unauthorised absence from work;
 - (g) inability to account for your whereabouts for the duration of your working day;
 - (h) incorrect use or abuse of allotted rest breaks (including taking excessive rest breaks during working hours);
 - (i) unlawful discrimination or harassment;
 - (j) bringing the organisation into serious disrepute;
 - (k) being under the influence of, or being found in possession of alcohol, illegal drugs or other substances during working hours;
 - (l) causing loss, damage or injury through serious negligence;
 - (m) serious or repeated breach of health and safety rules;
 - (n) failure to report an accident at work or accident in a company vehicle;
 - (o) unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure;
 - (p) acceptance of bribes or other secret payments;
 - (q) conviction for a criminal offence that in our opinion may affect our reputation or our relationships with our staff, customers or the public, or otherwise affects your suitability to continue to work for us (including drink driving and speeding offences);
 - (r) serious neglect of duties, or a serious or deliberate breach of your contract, our policies and procedures or our operating procedures;
 - (s) knowing breach of statutory rules affecting your work;
 - (t) any breach of our Equal Opportunities Policy or our Anti-harassment and Bullying Policy;
 - (u) refusal to disclose any of the information required by your employment or any other information that may have a bearing on the performance of your duties;
 - (v) knowingly taking parental, paternity or adoption leave when not eligible to do so or for a purpose other than supporting a child;

- (w) victimising a colleague who has raised concerns, made a complaint or given evidence information under any of our policies;
- (x) undertaking unauthorised paid or unpaid employment during your working hours;
- (y) unauthorised entry into an area of the premises to which access is prohibited.

15. DISCIPLINARY PROCEDURE

- 15.1 It is our policy to ensure that any disciplinary matter is dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond before taking any formal action.
- 15.2 Minor conduct issues can often be resolved informally between you and your line manager, at which point a verbal warning may be given. These discussions should be held in private and without undue delay whenever there is cause for concern. Where appropriate, a note of any such informal discussions may be placed on your personnel file but will be ignored for the purposes of any future disciplinary hearings.
- 15.3 You will not normally be dismissed for a first act of misconduct, unless we decide it amounts to gross misconduct.

Confidentiality

- 15.4 Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.
- 15.5 You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.

Investigations

- 15.6 The purpose of an investigation is for us to establish a fair and balanced view of the facts relating to any disciplinary allegations against you, before deciding whether to proceed with a disciplinary hearing. The amount of investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents.
- 15.7 Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.
- 15.8 You must co-operate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.

Suspension

- 15.9 In some circumstances we may need to suspend you from work. The suspension will be for no longer than is necessary to investigate the allegations and we will confirm the arrangements to you in writing. While suspended you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless you have been authorised to do so by your line manager.
- 15.10 Suspension of this kind is not a disciplinary penalty and does not imply that any decision has already been made about the allegations. You will continue to receive your full basic salary and benefits during the period of suspension.

Notification of a hearing

- 15.11 Following any investigation, if we consider there are grounds for disciplinary action, you will be required to attend a disciplinary hearing. We will inform you in writing of the allegations against you, the basis for those allegations, and what the likely range of consequences will be if we decide after the hearing that the allegations are true. We will also include the following where appropriate:
- (a) a summary of relevant information gathered during the investigation;
 - (b) a copy of any relevant documents which will be used at the disciplinary hearing; and
 - (c) a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.
- 15.12 We will give you written notice of the date, time and place of the disciplinary hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time, usually two days, to prepare your case based on the information we have given you.

The right to be accompanied

- 15.13 You may bring a companion to any disciplinary hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell the Legal Officer who your chosen companion is, in good time before the hearing.
- 15.14 If your choice of companion is unreasonable we may require you to choose someone else if, for example, in our opinion your companion may have a conflict of interest or may prejudice the hearing.

Procedure at disciplinary hearings

- 15.15 You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so (for example for health reasons), we may have to take a decision based on the available evidence.
- 15.16 The hearing will usually be chaired by your line manager. The Investigating Officer and/or the Legal Officer may also be present.

- 15.17 At the disciplinary hearing we will go through the allegations against you and the evidence that has been gathered. You will be able to respond and present any evidence of your own. Your companion may make representations to us and ask questions, but should not answer questions on your behalf. You may confer privately with your companion at any time during the hearing.
- 15.18 We will inform you in writing of our decision and our reasons for it, usually within one week of the disciplinary hearing. Where possible we will also explain this information to you in person.

Disciplinary penalties

- 15.19 The usual penalties for misconduct are set out below. No penalty other than a verbal warning may be imposed without a hearing. We aim to treat all employees fairly and consistently, and a penalty imposed on another employee for similar misconduct will usually be taken into account but should not be treated as a precedent. Each case will be assessed on its own merits.
- 15.20 **Stage 1 - First written warning.** A first written warning (which will remain active on your personnel file for 6 months) will usually be appropriate for a first act of misconduct where there are no other active written warnings on your disciplinary record or where a verbal warning for misconduct has already been given.
- 15.21 **Stage 2 - Final written warning.** A final written warning (which will remain active on your personnel file for 12 months) will usually be appropriate for:
- (a) misconduct where there is already an active written warning on your record; or
 - (b) misconduct that we consider sufficiently serious to warrant a final written warning even though there are no other active warnings on your record.
- 15.22 **Stage 3 - Dismissal.** Dismissal will usually only be appropriate for:
- (a) any misconduct during your probationary period;
 - (b) further misconduct where there is an active final written warning on your record; or
 - (c) any gross misconduct regardless of whether there are active warnings on your record. Gross misconduct will usually result in immediate dismissal without notice or payment in lieu of notice (summary dismissal).
- 15.23 **Alternatives to dismissal.** In some cases we may at our discretion consider alternatives to dismissal which will usually be accompanied by a final written warning. Examples include:
- (a) demotion;
 - (b) transfer to another department or job;
 - (c) a period of suspension without pay;
 - (d) loss of seniority;
 - (e) reduction in pay;
 - (f) loss of future pay increment or bonus; and/or
 - (g) loss of overtime.

Appeals against disciplinary action

- 15.24 If you feel that a decision about a disciplinary sanction under this procedure is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to a Director within one week of the date on which you were informed in writing of the decision.
- 15.25 If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing.
- 15.26 We will give you written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after you receive the written notice. You will also be told who shall conduct the appeal hearing.
- 15.27 Where possible, the appeal hearing will be conducted by a more senior manager who has not been previously involved in the case. The Legal Officer will also usually be present. You may bring a companion with you to the appeal hearing (see paragraph 15.13 to paragraph 15.14).
- 15.28 Following the appeal hearing we may:
- (a) confirm the original decision;
 - (b) revoke the original decision; or
 - (c) substitute a different penalty.
- 15.29 We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. Where possible we will also explain this to you in person. There will be no further right of appeal.

16. GRIEVANCE PROCEDURE

- 16.1 Most grievances can be resolved quickly and informally through discussion with your line manager. If this does not resolve the problem you should initiate the formal procedure below reasonably promptly.

Step 1: written grievance

- 16.2 You should put your grievance in writing and submit it to your line manager. If your grievance concerns your line manager you may submit it to the Legal Officer.
- 16.3 The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that we can investigate it. It is also important for the grievance to state what objectives you may have in raising the grievance.

Step 2: meeting

- 16.4 We will arrange a grievance meeting, normally within one week of receiving your written grievance. You should make every effort to attend.
- 16.5 You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade union representative or a colleague.
- 16.6 If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.
- 16.7 We will write to you, usually within one week of the last grievance meeting, to confirm our decision and notify of you of any further action that we intend to take to resolve the grievance. We will also advise you of your right of appeal.

Step 3: appeals

- 16.8 If the grievance has not been resolved to your satisfaction you may appeal in writing to a Director, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.
- 16.9 We will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially by a more senior manager who has not previously been involved in the case. You will have a right to bring a companion (see paragraph 16.5).
- 16.10 We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.

17. WHISTLEBLOWING POLICY

- 17.1 Gelder Group seeks to conduct its business honestly and with integrity at all times. However, we acknowledge that all organisations face the risk of their activities going wrong from time to time, or of unknowingly harbouring malpractice. We believe we have a duty to take appropriate measures to identify such situations and attempt to remedy them. By encouraging a culture of openness and accountability within the organisation, we believe that we can help prevent such situations occurring. We expect all staff to maintain high standards in accordance with our code of conduct and standards and to report any wrongdoing that falls short of these fundamental principles. It is the responsibility of all workers to raise any concerns that they might have about malpractice within the workplace. The aim of this policy is to ensure that our workers are confident that they can raise any matters of genuine concern without fear of reprisals, in the knowledge that they will be taken seriously and that the matters will be investigated appropriately and regarded as confidential.
- 17.2 This policy sets out the procedure by which staff can report concerns about workplace practices.
- 17.3 The Legal Officer has overall responsibility for this policy. Managers have a specific responsibility to facilitate the operation of this policy and to ensure that staff feel able to raise concerns without fear of reprisals in accordance with the procedure set

down below. All workers are responsible for the success of this policy and should ensure that they take steps to disclose any wrongdoing or malpractice of which they become aware.

What disclosures are covered?

- 17.4 This policy is distinct from our Grievance Procedure and our Anti-Harassment and Bullying Policy. If you have a complaint relating to your personal circumstances in the workplace then you should use the Grievance Procedure or Anti-Harassment and Bullying Policy as appropriate. Concerns about malpractice within the organisation which affects or could affect, for example, customers, service users, members of the public or other workers should be raised using the procedure set out in this policy.
- 17.5 You should make a disclosure under this policy if you have a genuine belief based on reasonable grounds that:
- (a) a criminal offence has been committed, is being committed, or is likely to be committed; or
 - (b) a person has failed, is failing, or is likely to fail to comply with their legal obligations; or
 - (c) a miscarriage of justice has occurred, is occurring, or is likely to occur; or
 - (d) the health and safety of any individual has been, is being, or is likely to be endangered; or
 - (e) the environment has been, is being, or is likely to be damaged; or
 - (f) any of the above matters are being deliberately concealed or are likely to be deliberately concealed.
- 17.6 Particular concerns which may fall within the terms of this policy include, for example, breach of our code of conduct, breach of confidentiality, the provision of negligent advice, financial fraud, harassment occurring to others and breaches of health and safety. In general, this policy can be used to report actions or omissions that may be illegal, contrary to our established policies or procedures or outside the scope of an individual's authority, actions which could damage our business or reputation, and conflicts of interest.
- 17.7 We value any concerns reported in good faith under this procedure. If you are uncertain whether the matters concerning you are within the scope of this policy (for example, if you are suspicious but uncertain as to whether the law has been broken, or whether a person is acting outside the scope of their authority), we encourage you to report the concerns to the Legal Officer in accordance with the procedure set out in below

To whom should a disclosure be made?

- 17.8 We recognise that you may not feel comfortable discussing concerns with your direct line manager. For the purposes of this procedure you are asked, in the first instance, to raise concerns about any form of malpractice falling within the categories outlined above with the Legal Officer who reports directly to the Board of Directors.

- 17.9 We will always endeavour to handle investigations promptly and fairly, but if you have made a disclosure in accordance with this policy and you are not satisfied with the investigation or its conclusion, you should write directly to a Director detailing your concerns.
- 17.10 We envisage that disclosures will be most likely to relate to the actions of our workers, officers or directors but they may also relate to the actions of a third party, such as a client. It may be appropriate for you to raise your concerns directly with the third party where you believe that the malpractice identified relates solely or mainly to their conduct or a matter which is their legal responsibility. However, we would ask that you consult the Legal Officer before speaking to the third party.
- 17.11 The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any workplace wrongdoing. It is therefore hoped that it will not be necessary for workers to alert external organisations. However, in very serious circumstances, we recognise that it may be appropriate for you to report your concerns to an external body such as a regulator. It will very rarely if ever be appropriate to go direct to the press. The Government has prescribed a list of appropriate external bodies for reporting certain matters, including (for example) the Environment Agency and the Health and Safety Executive.

How should a disclosure be made?

- 17.12 You can raise your concerns with the Legal Officer orally or in writing. You must state that you are using the Whistleblowing Policy and specify whether you wish your identity to be kept confidential. The Legal Officer will ask you to formalise your concerns in writing either before or after the first meeting. The Legal Officer will acknowledge receipt of your formal written disclosure and keep a record of further action taken.
- 17.13 You are entitled to be accompanied by a workplace colleague or union representative at any meeting with the Legal Officer under this procedure. Your companion will be asked to respect the confidentiality of your disclosure and any subsequent investigation.
- 17.14 We recognise that disclosures made under this policy may involve highly confidential and sensitive matters and that you may prefer to make an anonymous disclosure. However, we regret that we cannot guarantee to investigate all anonymous allegations. Proper investigation may prove impossible if the investigator cannot obtain further information from you, give you feedback, or ascertain whether your disclosure was made in good faith. Whistleblowers should reveal their identity to the Legal Officer and measures can then be taken to preserve confidentiality as appropriate.

Confidentiality

- 17.15 Every effort will be made to keep the identity of an individual who makes a disclosure under this policy confidential, at least until any formal investigation is under way. In order not to jeopardise the investigation into the alleged malpractice, you will also be expected to keep the fact that you have raised a concern, the nature of the concern and the identity of those involved confidential. There may, however, be circumstances in which, because of the nature of the investigation or disclosure,

it will be necessary to disclose your identity. This may occur in connection with associated disciplinary or legal investigations or proceedings. If in our view such circumstances exist, we will make efforts to inform you that your identity is likely to be disclosed. If it is necessary for you to participate in an investigation, the fact that you made the original disclosure will, so far as is reasonably practicable, be kept confidential and all reasonable steps will be taken to protect you from any victimisation or detriment as a result of having made a disclosure. It is likely, however, that your role as the whistleblower could still become apparent to third parties during the course of an investigation.

- 17.16 Members of staff who raise genuinely-held concerns in good faith under this procedure should not be dismissed or subjected to any detriment as a result of their disclosure.
- 17.17 As part of the investigation into disclosures made under this policy, recommendations for change will be invited from the investigative team to enable the Gelder Group to minimise the risk of the recurrence of any malpractice or impropriety which has been uncovered. The Board will be responsible for reviewing and implementing these recommendations in the future and for reporting on any changes required to the main board.

18. MATERNITY POLICY

- 18.1 This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for ante-natal care, pregnancy-related sickness, health and safety, and maternity leave. It does not apply to agency workers or the self-employed.

Definitions

- 18.2 The definitions in this paragraph apply in this policy.

Expected Week of Childbirth: the week, starting on a Sunday, in which your doctor or midwife expects you to give birth.

Qualifying Week: the fifteenth week before the Expected Week of Childbirth.

Notification

- 18.3 You must inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations.
- 18.4 Before the end of the Qualifying Week, or as soon as reasonably practical afterwards, you must tell us:
- (a) that you are pregnant;
 - (b) the Expected Week of Childbirth; and
 - (c) the date on which you would like to start your maternity leave (**Intended Start Date**) (see paragraph 18.14 to paragraph 18.22).

- 18.5 You must provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth.

Time off for ante-natal care

- 18.6 If you are pregnant you may take reasonable paid time off during working hours for ante-natal care. You should try to give us as much notice as possible of the appointment.
- 18.7 We may ask you to provide the following, unless it is the first appointment:

- (a) a certificate from the doctor, midwife or health visitor stating that you are pregnant; and
- (b) an appointment card.

Sickness

- 18.8 Periods of pregnancy-related sickness absence shall be paid in accordance with the statutory sick pay scheme in the same manner as any other sickness absence.
- 18.9 Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records and will be disregarded in respect of any future employment-related decisions.
- 18.10 If you are absent for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will usually start automatically (see paragraph 18.14 to paragraph 18.22).

Health and Safety

- 18.11 We have a general duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have given birth within the last six months or are still breastfeeding.
- 18.12 We will provide you with information as to any risks identified in the risk assessment, and any preventive and protective measures that have been or will be taken. If we consider that, as a new or expectant mother, you would be exposed to health hazards in carrying out your normal work we will take such steps as are reasonably necessary (for as long as they are necessary) to avoid those risks. This may involve:
- (a) changing your working conditions or hours of work;
 - (b) offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
 - (c) suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

Entitlement to maternity leave

- 18.13 All employees are entitled to up to 52 weeks' maternity leave which is divided into:
- (a) Ordinary maternity leave of 26 weeks (**OML**); and
 - (b) Additional maternity leave of a further 26 weeks immediately following OML (**AML**).

Starting maternity leave

- 18.14 The earliest date you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).
- 18.15 You must notify us of your Intended Start Date in accordance with paragraph 18.4(c). We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to maternity leave (**Expected Return Date**).
- 18.16 You can postpone your Intended Start Date by informing us in writing at least 28 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable.
- 18.17 You can bring forward the Intended Start Date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.
- 18.18 Maternity leave shall start on the earlier of:
- (a) your Intended Start Date (if notified to us in accordance with this policy); or
 - (b) the day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth; or
 - (c) the day after you give birth.

- 18.19 If you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth, you must let us know as soon as possible in writing. Maternity leave will be triggered under paragraph 18.18(b) unless we agree to delay it.

- 18.20 If you give birth before your maternity leave was due to start, you must let us know the date of the birth in writing as soon as possible.

- 18.21 The law prohibits you from working during the two weeks following childbirth.

- 18.22 Shortly before your maternity leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.

Statutory maternity pay

- 18.23 Statutory maternity pay (**SMP**) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch in accordance with paragraph 18.30 to paragraph 18.31). You are entitled to SMP if:

- (a) you have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;
- (b) your average weekly earnings during the eight weeks ending with the Qualifying Week (the **Relevant Period**) are not less than the lower earnings limit set by the Government;
- (c) you provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;
- (d) you give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and
- (e) you are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.

18.24 SMP is calculated as follows:

- (a) First six weeks: SMP is paid at the **Earnings-Related Rate** of 90% of your average weekly earnings calculated over the Relevant Period;
- (b) Remaining 33 weeks: SMP is paid at the **Prescribed Rate** which is set by the Government for the relevant tax year, or the Earnings-Related Rate if this is lower.

18.25 SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments shall be made on the next normal payroll date and income tax and National Insurance contributions shall be deducted as appropriate.

18.26 You shall still be eligible for SMP if you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant). In such cases, if your maternity leave has not already begun, SMP shall start to accrue in whichever is the later of:

- (a) the week following the week in which employment ends; or
- (b) the eleventh week before the Expected Week of Childbirth.

Terms and conditions during OML and AML

18.27 All the terms and conditions of your employment remain in force during OML and AML, except for the terms relating to pay. In particular annual leave entitlement under your contract shall continue to accrue (see paragraph 18.28).

Annual leave

18.28 During OML and AML, annual leave will accrue at the rate provided under your contract.

18.29 Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during your maternity leave, you should ensure that you have taken the full year's entitlement before starting your maternity leave.

Keeping in touch

18.30 We may make reasonable contact with you from time to time during your maternity leave.

18.31 Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may cover:

- (a) updating you on any changes that have occurred during your absence;
- (b) any training needs you might have; and
- (c) any changes to working arrangements (for example if you have made a request to work part-time; see paragraph 18.43).

Expected return date

18.32 Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date has been changed (either because you gave us notice to change it, or because maternity leave started early due to illness or premature childbirth) we shall write to you within 28 days of the start of maternity leave with a revised Expected Return Date.

18.33 We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your maternity leave, you are able to confirm that you will be returning to work as expected.

Returning early

18.34 If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice. It is helpful if you give this notice in writing.

18.35 If not enough notice is given, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.

Returning late

18.36 If you wish to return later than the Expected Return Date, you should either:

- (a) request unpaid parental leave; or
- (b) request paid annual leave in accordance with your contract, which will be at our discretion.

18.37 If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply. In any other case, late return will be treated as unauthorised absence.

Deciding not to return

18.38 If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

18.39 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.

18.40 This does not affect your right to receive SMP.

Your rights when you return

18.41 You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been had you not been absent.

18.42 However, if you have taken any period of AML or more than four weeks' unpaid parental leave, and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

Returning to work part-time

18.43 We will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible.

19. PATERNITY POLICY

19.1 This policy outlines employees' entitlement to paternity leave and sets out the arrangements for taking it.

19.2 No-one will be discriminated against or subjected to a detriment for taking leave in accordance with this policy.

Definitions

19.3 The definitions in this paragraph apply in this policy.

Partner: someone with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle.

Expected Week of Childbirth: the week, beginning on a Sunday, in which their doctor or midwife expects your spouse, civil partner or Partner to give birth.

Expected Placement Date: the date on which an adoption agency expects that it will place a child into your care with a view to adoption.

Entitlement to paternity leave

19.4 Certain employees can take paternity leave in relation to the birth or adoption of a child. However, in adoption cases paternity leave is not available to an employee who decides to take adoption leave.

19.5 You are entitled to ordinary paternity leave (**OPL**) if you meet all the following conditions:

- (a) You have been continuously employed by us for at least 26 weeks ending with:
 - (i) in birth cases, the 15th week before the Expected Week of Childbirth; or
 - (ii) in adoption cases, the week in which you or your Partner are notified by an adoption agency that you/they have been matched with a child.
- (b) You:
 - (i) are the biological father of the child;
 - (ii) have been matched with a child by an adoption agency;
 - (iii) are the spouse, civil partner or Partner of the child's mother; or
 - (iv) are the spouse, civil partner or Partner of someone who has been matched with a child by an adoption agency.
- (c) You:
 - (i) expect to have main responsibility (with the child's mother, co-adopter or adopter) for the child's upbringing; or
 - (ii) are the child's biological father and you expect to have some responsibility for the child's upbringing.
- (d) Your intended leave is for the purpose of caring for the child, or supporting the child's mother, adopter or co-adopter in caring for the child.

19.6 You are also entitled to additional paternity leave (**APL**) if, in addition to the conditions in paragraph 19.5 above:

- (a) You remain employed by us until the week before the first week of your APL;
- (b) The child's mother or your co-adopter, as the case may be, has been entitled to statutory leave:
 - (i) in birth cases, the child's mother has been entitled to maternity leave, statutory maternity pay or maternity allowance in respect of her pregnancy, or
 - (ii) in adoption cases, the child's adopter has been entitled to one or both of adoption leave or statutory adoption pay in respect of the child's adoption; and
- (c) The child's mother or your co-adopter, as the case may be, has returned to work.

Timing and length of paternity leave

19.7 OPL must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments.

- 19.8 OPL can be taken from the date of the child's birth or adoption placement, but must end:
- (a) in birth cases, within 56 days of the child's birth, or if the child is born before the first day of the Expected Week of Childbirth, within 56 days of the first day of the Expected Week of Childbirth.
 - (b) in adoption cases, within 56 days of the child's placement.
- 19.9 APL must be taken as multiples of complete weeks and as one period. The minimum amount of APL that can be taken is two weeks and the maximum is 26 weeks.
- 19.10 APL must be taken in the period beginning 20 weeks after the child's date of birth, or adoption placement, and ending 12 months after that date of birth or adoption.

Notification (birth)

- 19.11 If you wish to take OPL in relation to a child's birth, you must give us notice in writing of your intention to do so and confirm:
- (a) the Expected Week of Childbirth;
 - (b) whether you intend to take one week's leave or two consecutive weeks' leave; and
 - (c) when you would like to start your leave. You can state that your leave will start on:
 - (i) the day of the child's birth;
 - (ii) a day which is a specified number of days after the child's birth; or
 - (iii) a specific date later than the first date of the Expected Week of Childbirth.
- 19.12 You must give notice under paragraph 19.11 before the end of the 15th week before the Expected Week of Childbirth (or, if this is not possible, as soon as you can).
- 19.13 We may require a signed declaration from you that you are taking OPL for a purpose for which it is intended; namely, to care for the child or to support the child's mother in caring for the child.
- 19.14 If you wish to take APL in relation to a child's birth, you must provide us with the following at least eight weeks before the date on which you would like to start your leave:
- (a) a written "leave notice" stating:
 - (i) the Expected Week of Childbirth;
 - (ii) the child's date of birth; and
 - (iii) the dates on which you would like your APL to start and finish.
 - (b) a signed "employee declaration" confirming that:
 - (i) you are **either** the child's father **or** that you are the spouse, Partner or civil partner of the child's mother;
 - (ii) apart from the child's mother, you have or expect to have the main responsibility for the upbringing of the child; and

(iii) you wish to take APL in order to care for the child.

(c) a written "mother declaration" from the child's mother stating:

- (i) her name, address and National Insurance number;
- (ii) the date she intends to return to work;
- (iii) your relationship with the child;
- (iv) that, to her knowledge, you are the only person exercising an entitlement to APL in respect of the child; and
- (v) that she consents to us processing the information she has provided.

19.15 We will write to you to confirm the start and finish dates of your APL within 28 days of receiving your leave notice, your employee declaration and the child's mother's declaration.

19.16 We may require you to provide a copy of the child's birth certificate and the name and address of the mother's employer or, if she is self-employed, her business address.

Changing the dates of OPL or APL

19.17 Where you are to take OPL in respect of a child's birth, you can give us written notice to vary the start date of your leave from that which you originally specified in the notice given under paragraph 19.11. This notice should be given:

- (a) where you wish to vary your leave to start on the day of the child's birth, at least 28 days before the first day of the Expected Week of Childbirth.
- (b) where you wish to vary your leave to start a specified number of days after the child's birth, at least 28 days (minus the specified number of days) before the first day of the Expected Week of Childbirth.
- (c) where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date.

19.18 Where you are to take OPL in respect of a child's adoption, you can give us written notice to vary the start date of your leave from that which you originally specified. This notice should be given:

- (a) where you wish to vary your leave to start on the day that the child is placed with you or the adopter, at least 28 days before the Expected Placement Date.
- (b) where you wish to vary your leave to start a specified number of days after the child's placement, at least 28 days (minus the specified number of days) before the Expected Placement Date.
- (c) where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date.

19.19 If you are unable to give us 28 days' written notice of the wish to vary the start of your leave as set out above, you should give us written notice of the change as soon as you can.

19.20 Where you are to take APL, following either the birth or adoption of a child, you are entitled to give us written notice to cancel or vary the start and/or finish dates that you previously notified to us in accordance with paragraph 19.14. You need to do this:

- (a) at least six weeks before the date you originally told us was the date on which you wanted to start your APL; or
- (b) if you want to start your APL earlier than that original start date, at least six weeks before the date on which you now wish your APL to start.

If you are unable to give six weeks' notice you should give us written notice of your wishes as soon as possible. However, in these circumstances, if we are unable to accommodate your request we may require you to take a period of APL of up to six weeks starting on either your original or revised start date.

Statutory paternity pay

19.21 In this paragraph, **Relevant Period** means:

- (a) in birth cases, the eight-week period ending with the 15th week before the Expected Week of Childbirth.
- (b) in adoption cases, the eight-week period ending with the week in which you or your spouse, civil partner or Partner were notified of being matched with the child.

19.22 If you take OPL in accordance with this policy, you will be entitled to ordinary statutory paternity pay (**OSPP**) if, during the Relevant Period, your average weekly earnings are not less than the lower earnings limit set by the government.

19.23 If you take APL in accordance with this policy, you may be entitled to additional statutory paternity pay (**ASPP**). Whether and, if so, for how long you may be entitled to ASPP will depend on:

- (a) your average weekly earnings being not less than the lower earnings limit set by the government during the Relevant Period; and
- (b) the child's mother or your co-adopter having returned to work with at least two weeks of their maternity allowance, maternity pay or adoption pay period remaining. Your entitlement to ASPP will equate to the number of weeks of unexpired maternity allowance, maternity pay or adoption pay that remained upon the child's mother or co-adopter's return to work.

19.24 OSPP and ASPP are paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower.

Terms and conditions during OPL and APL

19.25 All the terms and conditions of your employment remain in force during OPL and APL, except for the terms relating to pay. In particular:

- (a) Benefits in kind (such as use of a company vehicle if applicable) shall continue; and
- (b) Annual leave entitlement under your contract shall continue to accrue.

Annual leave

- 19.26 During OPL and APL, annual leave will accrue at the rate provided under your contract.
- 19.27 Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during your absence on paternity leave, you should ensure that you have taken your full year's entitlement before your paternity leave starts.

Keeping in touch during APL

- 19.28 We may make reasonable contact with you from time to time during your APL to discuss, for example, any of your work that requires attention.
- 19.29 Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements on your return. This may cover:
- (a) updating you on any changes that have occurred during your absence;
 - (b) any training needs you might have; and
 - (c) any changes to working arrangements.

Returning to work

- 19.30 You are normally entitled to return to work following either OPL or APL to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent.
- 19.31 However, if you have combined your OPL or APL with a period of:
- (a) additional maternity leave;
 - (b) additional adoption leave; or
 - (c) parental leave of more than four weeks,
- and it is not reasonably practicable for you to return to the same job, we will offer you a suitable and appropriate alternative position.
- 19.32 If you wish to return early from APL, you must give us at least six weeks' prior notice. Your ability to do so is subject to the matters set out in paragraph 19.17.
- 19.33 If you wish to postpone your return from APL, you should either:
- (a) Request unpaid parental leave giving us as much notice as possible but not less than 21 days; or
 - (b) Request paid annual leave in accordance with your contract, which will be at our discretion.

- 19.34 If you are unable to return to work from APL as expected due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.
- 19.35 In any other case, a late return will be treated as unauthorised absence.
- 19.36 We will deal with any requests by employees to change their working patterns (such as working part-time) after paternity leave on a case-by-case basis. We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business. It is helpful if requests are made as early as possible.
- 19.37 If you do not intend to return to work or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should submit your resignation in accordance with your contract. Once you have done so you will be unable to change your mind without our agreement. This does not affect your right to receive SPP.

20. TIME OFF FOR DEPENDANTS POLICY

- 20.1 All staff have a right to take a reasonable amount of unpaid time off work when it is necessary to:
- (a) provide assistance when a dependant falls ill, gives birth, is injured or assaulted;
 - (b) make longer-term care arrangements for a dependant who is ill or injured;
 - (c) take action required in consequence of the death of a dependant;
 - (d) deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant; and/or
 - (e) deal with an unexpected incident involving their child during school hours (or those of another educational establishment).
- 20.2 A **dependant** for the purposes of this policy is:
- (a) your spouse, civil partner, parent or child;
 - (b) a person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or
 - (c) anyone else who reasonably relies on you to provide assistance, make arrangements or take action of the kind referred to in paragraph 20.1.
- 20.3 Staff are only entitled to take time off under this policy to provide personal care for a dependant where there is an immediate crisis. If you know well in advance that you wish to take time off to care for a dependant yourself, rather than arrange for someone else to do so, this policy will not apply.
- 20.4 For the right to time off under this policy to arise, it must be necessary for you to take action in relation to a dependant. Whether action is necessary will depend on the nature of the problem, the closeness of the relationship between you, and whether someone else is available to assist. Action is unlikely to be considered necessary if you knew in advance that a problem might arise but didn't make alternative arrangements for a dependant's care.

- 20.5 Reasonable time off in relation to a particular problem will not normally be more than one day. However, we will always consider each set of circumstances on their facts.

Exercising the right to time off

- 20.6 You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell your line manager:
- (a) the reason for your absence; and
 - (b) how long you expect to be away from work.
- 20.7 If you fail to notify us as required by paragraph 20.6, you may be subject to disciplinary proceedings for taking unauthorised time off.
- 20.8 Where possible, we might ask you to provide evidence for your reasons for taking the time off. Suspected abuse of this policy will be dealt with as a disciplinary issue.

21. SAFEGUARDING POLICY

Introduction

- 21.1 The company and its employees have the highest regard for the safeguarding and welfare of any children or vulnerable people involved in any of the company's functions.
- 21.2 The company recognises that not only does it work directly with minors and vulnerable people in respect of Gelder Educational Training projects, but also, when working in people's properties, there is always a chance that we will work in an environment in which children or vulnerable people are present. We therefore carry out a number of practices to bolster our safeguarding, all of which are overseen by the company's Legal Officer who ensures continued compliance with Child Protection and Safeguarding Vulnerable Adults guidelines.
- 21.3 This policy has been put in place to give guidance to all as to how best to deal with safeguarding issues and explain what we will do if suspected abuse or neglect is reported or identified. It covers all employees, customers, suppliers and/or users of our services, including children, who may be vulnerable to abuse at any time and for any reason.
- 21.4 The purpose of this policy is to:
- (a) set out our responsibilities, and of those working for us, in observing and upholding our position on safeguarding; and
 - (b) provide information and guidance to those working for us on how to recognise and deal with safeguarding issues.

What is Safeguarding?

- 21.5 Safeguarding is defined as the duty and responsibility that those providing an education service must carry out to protect individuals from harm.

Definition of a vulnerable adult

- 21.6 A vulnerable adult is a person aged 18 years or over who have:
- a physical disability
 - a physical or mental illness
 - a learning difficulty
 - a reduced physical or mental capacity due to older age
 - a dependency on alcohol, illegal drugs or medication
- 21.7 A vulnerable adult may also be somebody who is or maybe unable to take care of themselves, or unable to safeguard themselves against significant harm or exploitation. Whether or not a person is vulnerable in these cases will depend upon surrounding circumstances, environment and each case must be judged on its own merits.

Definition of Abuse

- 21.8 Abuse is a violation of an individual's human and civil rights by any other person or persons. Friends, strangers, family members, and professional staff can all be guilty of abuse. Abuse can include physical, mental, sexual, financial, discriminatory abuse and neglect.

Responding to suspected or alleged abuse or neglect

- 21.9 If a member of staff suspects abuse or has received a report of abuse they will:
- (a) report it to their line manager or another manager (as well as the Legal Officer) immediately. Staff will not investigate suspected abuse or neglect. Safeguarding of children and vulnerable adults is a complex area which must be dealt with by the appropriate agencies and channels;
 - (b) refer any concerns over the abuse or neglect of a child or a vulnerable adult to Social Services in the first instance and where appropriate, the Police;
 - (c) record any discussions and actions carried out following suspected or alleged abuse or neglect accurately, thoroughly and promptly;
 - (d) fully co-operate with any agencies involved with cases of alleged abuse or neglect.
- 21.10 We have a detailed procedure that covers the management and reporting of abuse and neglect. Local arrangements may apply within different local authority areas.

How are we involved in the prevention of abuse?

- 21.11 Our trades staff and managers may enter customer's premises carry out maintenance inspections or building works. These staff may see evidence of abuse or neglect and will report any concerns they have to the appropriate agency, for example Social Services.

Staff training, recruitment and conduct

- 21.12 Gelder Group's recruitment, selection, support, supervision and training of staff will take into account the need to promote the health and safety of customers other vulnerable individuals we deal with and safeguard them from abuse.
- 21.13 All members of staff who have regular contact with vulnerable adults and/or children will be subject to employment checks and DBS / Independent Safeguarding Authority (ISA) checks, where appropriate.
- 21.14 It will be an offence for us to employ someone, paid or unpaid, in a regulated activity when that person is known to have been barred by the ISA.
- 21.15 As part of their induction into Gelder Group, all appropriate staff will be required to read and understand all relevant policies and procedures, including this policy and its procedure. All appropriate staff will be trained in the implications and processes involved with the safeguarding of vulnerable adults and children, and will be trained in how to identify signs of abuse and neglect.
- 21.16 Where a person suspected of abuse or neglect is a member of staff, a disciplinary investigation will be carried out immediately. Appropriate action taken will be taken in line with our Disciplinary Policy.
- 21.17 In order to protect themselves from allegations of abuse, or situations that could be misunderstood, staff members will maintain strong professional boundaries at all times.
- 21.18 If a member of staff suspects that any other member of staff is involved in abuse or neglect they should report this to an appropriate manager immediately.
- 21.19 We will always treat any sensitive or personal information given to us as confidential in accordance with the Data Protection Act 1998 and will only pass this information onto third parties such as statutory organisations, if:
- (a) We are required by law to do so - either for the prevention or detection of crime or the apprehension or prosecution of offenders;
 - (b) There is an information sharing protocol, contract or confidentiality agreement in place;
 - (c) The person who gave us the information is happy for us to share the information.
- 21.20 However in some cases we will not need consent to share information if where doing so would:
- (a) place a child at increased risk of significant harm;
 - (b) place an adult at increased risk of serious harm;
 - (c) prejudice the prevention, detection or prosecution of a serious crime, or
 - (d) lead to unjustified delay in making enquiries about allegations of significant harm or serious harm.

22. COMPANY VEHICLES

- 22.1 Please note that whenever you drive on business you will be required to observe and perform all laws and regulations and also to observe and perform all obligations set out in this Staff Handbook and the Vehicle User Guide and any other regulations from time to time issued by the Gelder Group.
- 22.2 No employee shall drive a company vehicle whether for work or personal use without the written permission of the Fleet Manager or a Director of the company, and must complete an eligibility to drive a company vehicle form, and produce a current and legal driving licence. You will observe and perform all rules and regulations relating to the use of company vehicles as set out in the company vehicle policies and Highway Code.

Vehicle Assignment

- 22.3 Where the employee has been given a 'user chooser' option, these are a number of basic requirements which must be adhered to:
- (a) the vehicle must be chosen within our restricted badge policy;
 - (b) the vehicle must reflect management level;
 - (c) the car must be appropriate for business purpose and in keeping with the image the Gelder Group wants to present;
 - (d) all cars must be fitted Bluetooth/phone kits;
 - (e) any Extras (such as towbars, mats and mud flaps) should be included in the final purchase price;
 - (f) no wheel rim size upgrades will be authorised;
 - (g) no employee may contribute towards their allowance to trade up to a better vehicle; and
 - (h) all vehicle choices must be checked by the Fleet Manager and authorised by the Managing Director.

Vehicle Use

Where the employee with manager or supervisory status is allocated a vehicle:-

- 22.4 You may use this company vehicle outside business hours but the vehicle must be available for use at work during working hours.

Where an employee is allocated a vehicle at the discretion of a Director:-

- 22.5 The private use of the vehicle is restricted to journeys to and from your base and the driver's residence. The vehicle must be available for use at work during working hours.

Where the employee is allocated a vehicle on a daily basis:-

- 22.6 If you are allocated a vehicle for your use, you will be required to sign the Log Sheet accepting responsibility for the vehicle as its driver. It is the responsibility of you, the driver, to undertake a visual inspection of the vehicle to ensure that the vehicle is roadworthy before leaving any base/yard. Unless authorisation is given by a Director, the vehicle must be returned back to its base that day.

All employees

- 22.7 You will also be required to observe and perform all rules and regulations in relation to company vehicles from time to time issued by the company. The company reserves the right to allocate and reallocate vans in order to ensure the operational efficiency of the business. The allocation of a vehicle on a short, medium or long term basis to an employee is concessionary. The company is entitled to withdraw the concession at any time.
- 22.8 Only with the express permission of the company, you may be entitled to allow your spouse or partner to drive the vehicle, provided always that they are legally entitled to do so.
- 22.9 The company intends that all vans operated by the company will be fitted with a tracking system to enable the company to monitor the use and whereabouts of the vans. The monitoring will of course enable the company to ascertain the whereabouts of anyone who has use of the van whether as a driver or passenger during the working day. The purpose is to ensure that vehicles are used for proper purposes and enables us to keep track of the whereabouts of employees from an operational point of view and a security point of view.

Monitoring

- 22.10 The company shall carry out annual checks of an employee's eligibility and entitlement to drive in the UK. You will be required to complete an annual declaration to this effect.

Vehicle Maintenance

- 22.11 The Company shall be responsible for payment of all reasonable standing and running costs of the car including insurance, tax, breakdown cover (UK only), MOT, maintenance and repair and shall bear the cost of fuel incurred during business mileage.
- 22.12 You will be expected to keep the vehicle in a clean and well maintained manner and arrange for it to be serviced at regular intervals in accordance with the manufacturer's recommendations at one of the company's nominated garages. You will be responsible to ensure the vehicle is kept in a roadworthy condition and that it complies with all laws and regulations. This includes carrying out a daily maintenance check in respect of oil, water, tyres and screen wash.
- 22.13 You will also be required to observe and perform all rules and regulations in relation to company vehicles as from time to time issued by the company.

Accidents & Convictions

- 22.14 In the event that you have an accident whilst driving the company vehicle which is considered to be due to an act or omission by yourself, the insurance excess will be recoverable from yourself. The amount of the excess shall be a debt due from you to the company and shall be payable from you to the company and shall be payable by you to the company on demand. The company reserves the right to waive all or part of this excess due to mitigating circumstances. Where no excess is payable (if for example the vehicle can be repaired 'in-house'), you will be liable for the value of the repair up to a maximum of £500.
- 22.15 Should you be involved in an accident or the company vehicle is otherwise damaged it is your responsibility to complete a Vehicle Accident Report Form and notify the Fleet Manager and your line manager immediately.
- 22.16 In all cases, if you use a company vehicle or are likely to use a company vehicle you must report all accidents in which you are involved and driving convictions imposed upon you (including speeding and parking offences) to the Garage without delay. Failure to do so may result in disciplinary action being brought against you under the Disciplinary Rules and Disciplinary Procedure.
- 22.17 In the event of any claim being made against you or the company arising out of any act or omission by you while driving a company vehicle or while a company vehicle is in your possession or control, you will indemnify and keep indemnified the company against all costs, claims, demands or otherwise save where the company is covered by insurance.

Mileage Records

- 22.18 The mileage records have tax implications for both you and the company. You are expected to complete a mileage return on a monthly basis indicating their private and business mileage, copies of these must be sent to the Finance Director.

Opting out of the Company Vehicle scheme

- 22.19 In the event that you want to change to the 'opt out scheme', approval will only be given if the vehicle has reached the policy's maturity or the vehicle can be reallocated.

Opting into the Company Vehicle scheme

- 22.20 If you currently have a company car allowance you can opt into the company car scheme. Approval must be given by the Managing Director. Once approval has been granted this will take effect from the beginning of the following month. The company will then issue a suitable car, appropriate to your grade, from the company car pool. Should no vehicle be available the company will hire a vehicle and the application for purchase will be made.

Grey Fleet (Opt Out Scheme)

- 22.21 Where you have opted for a vehicle allowance to run your personal vehicle, the basic requirements are as follows:

- (a) the company will require you to complete a form giving full details of the car you intend to use under this policy. This form must be handed to and checked by the Fleet Manager;
- (b) the chosen vehicle must be equivalent to other managers within the company who are considered to be at the same, or similar, level whose vehicle is provided by the company;
- (c) the car must be appropriate for business purposes. The style, size and reliability of the vehicle must be such that you can fulfil your duties effectively and efficiently and in keeping with the image that the Gelder Group wants to present;
- (d) when vehicles are replaced, approval of the vehicle choice must again be sought;
- (e) upon receipt the employee is responsible for forwarding any of the following documentation when it is first issued or renewed to the Fleet Department;
 - (i) Registration Document;
 - (ii) insurance Certificate confirming your car is insured for business use;
 - (iii) current MOT Certificate, where applicable;
 - (iv) both parts of your current driving Licence;
 - (v) display a valid Road Fund Licence;
 - (vi) provide proof of maintenance / servicing of vehicle in line with manufactures guidelines;
 - (vii) ensure tyres are legal and run at correct pressure.
- (f) only one car per employee can be registered as their 'opt out' vehicle with the Fleet department;
- (g) in the event that an employee's vehicle is unavailable due to breakdown, accident or routine maintenance, it is the employee's responsibilities to make alternative transport arrangements at their own expense;
- (h) the company does not reimburse employees for costs of maintenance, repairs, insurance or breakdown cover. These costs are deemed to be covered by the car allowance;
- (i) a fuel allowance will be reimbursed for journeys to and from work and official business miles;
- (j) any vehicle which falls outside of the company car policy, the company will make a reduction to the car allowance payment.

Fuel

- 22.22 The company has a diesel only policy throughout the fleet. You may be allocated a personal identification number to obtain diesel from the Triscan Pump. You must ensure that the correct vehicle tag is used along with your own PIN number.

Drivers' Working Time

- 22.23 Drivers' hours are regulated by the Working Time (Road Transport) Regulations 2005, as well the existing EC drivers' hours rules. Under these regulations and rules:
- (a) You must drive for no more than 90 hours in any two-week period;

- (b) After 4.5 hours cumulative or continuous driving, you must take a 45 minute break. Alternatively, a full 45-minute break can be replaced by one break of at least 15 minutes followed by another break of at least 30 minutes. A break is any period during which a driver may not carry out any driving or any other work and which is used exclusively for recuperation. A break may be taken in a moving vehicle, provided no other work is undertaken.

22.24 It is each driver's responsibility to ensure that he/she has a thorough understanding of the relevant and current rules. Any queries relating to the Drivers Working Time Regulations should be raised with the Fleet Administrator or Legal Officer.

23. ADVERSE WEATHER AND TRAVEL DISRUPTION POLICY

23.1 This policy applies where it becomes impossible or dangerous for employees to travel in to work because of:

- (a) extreme adverse weather such as heavy snow;
- (b) industrial action affecting transport networks; or
- (c) major incidents affecting travel or public safety.

23.2 On these occasions we recognise that a flexible approach to working arrangements may be necessary to accommodate the difficulties employees face and to protect health and safety, while still keeping the business running as effectively as possible.

Travelling to work

23.3 You should make a genuine effort to report for work at your normal time. This may include leaving extra time for the journey and/or taking an alternative route. Travel on foot or by bicycle should be considered where appropriate and safe.

23.4 If you are unable to attend work on time or at all, you should telephone your line manager before your normal start time on each affected day.

23.5 If you are unable to attend work, you should check the situation throughout the day in case it improves. Information may be available from local radio stations, the police, transport providers or the internet. If conditions improve sufficiently, you should report this to your line manager and attend work unless told otherwise.

23.6 If you do not make reasonable efforts to attend work or fail to contact your manager without good reason, you may be subject to disciplinary proceedings for misconduct. We will consider all the circumstances including the distance you have to travel, local conditions in your area, the status of roads and/or public transport, and the efforts made by other employees in similar circumstances.

Alternative working arrangements

23.7 You may be required to work from home, where possible, or from an alternative place of work, if available. Your line manager will advise you of any such requirement. You will receive your normal pay in these circumstances.

- 23.8 If you are able to work, you may sometimes be expected to carry out additional or varied duties during such periods. However, you will not be required to do anything you cannot do competently or safely.

Late starts and early finishes

- 23.9 If you arrive at work late or ask to leave early, you will usually be expected to make up any lost time. Your line manager has the discretion to waive this requirement in minor cases, or (in the case of lateness) where they are satisfied you have made a genuine attempt to arrive on time.
- 23.10 Your line manager has the discretion to allow you to leave early and should have regard to the needs of the business and your personal circumstances.

Absence and pay

- 23.11 If you are absent from work due to extreme weather or other disruptions to travel, you are not generally entitled to be paid for the time lost.
- 23.12 Absence in all other cases can be treated in a variety of ways. You should discuss your preference with your line manager, who retains overall discretion in the matter. A number of options are set out below:
- (a) Treating the absence as annual leave;
 - (b) Treating the absence as flexitime or time off in lieu;
 - (c) Making up the lost hours within a reasonable time; or
 - (d) Treating the absence as special unpaid leave.
- 23.13 If, in exceptional circumstances, we decide to close the workplace, you will be paid as if you had worked your normal hours.

School closures and other childcare issues

- 23.14 Adverse weather sometimes leads to school or nursery closures or the unavailability of a nanny or childminder.
- 23.15 In case such as these where childcare arrangements have been disrupted, you may have a statutory right to reasonable time off without pay. For further information, see our Time Off for Dependents Policy.

24. NO-SMOKING POLICY

- 24.1 We are committed to protecting your health, safety and welfare and that of all those who work for us by providing a safe place of work and protecting all workers, service users, customers and visitors from exposure to smoke.
- 24.2 All of our workplaces (including our vehicles) are smoke-free and all staff and visitors have a right to a smoke-free environment.

Scope and implementation of the policy

- 24.3 Smoking is banned in any enclosed or substantially enclosed premises at our workplace.

- 24.4 No-smoking signs are displayed at the entrances to enclosed or substantially enclosed premises at our workplace.
- 24.5 Staff may only smoke outside in designated areas during breaks. When smoking outside, staff should dispose of cigarette butts and other litter appropriately.
- 24.6 Staff using our vehicles, whether as a driver or passenger, must ensure the vehicles remain smoke-free. Any of our vehicles that are used primarily for private purposes are excluded from the smoking ban.

Breaches of the policy

- 24.7 Breaches of this policy will be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
- 24.8 Smoking in smoke-free premises or vehicles is also a criminal offence and may result in a fixed penalty fine and/or prosecution.

25. DRUGS AND ALCOHOL POLICY

- 25.1 We are committed to providing a safe, healthy and productive working environment for all our staff, customers and visitors. This includes ensuring that all staff are fit to carry out their jobs safely and effectively in a working environment which is free from alcohol and drug misuse.
- 25.2 This policy is principally intended to deal with alcohol and drug problems which, in the context of this policy are any drinking or taking of drugs, whether intermittent or continual, which interferes with work performance in relation to attendance, efficiency, productivity or safety. You will be deemed to be under the influence of alcohol or drugs where that is the reasonable opinion of a manager.
- 25.3 You should not drink alcohol during the normal working day, at lunchtime, at other official breaks and at official work-based meetings and events, unless with the prior authorisation of a Director. Drinking alcohol while at work without authorisation or working under the influence of alcohol may be considered serious misconduct.
- 25.4 Where the consumption of alcohol has been authorised at work-related functions or social events, we expect you to demonstrate responsible behaviour and to act in a way that will not have a detrimental effect on our reputation. If you entertain clients or represent us at external events where alcohol is served, you are considered to be "at work" regardless of whether you do so outside normal working hours. Consequently, we will expect you to remain professional and fit for work at all times. Managers should act to prevent excessive consumption of alcohol by any member of staff and should take steps to deal with any unacceptable conduct that occurs at such functions. Any such behaviour may lead to disciplinary action.
- 25.5 We expect all our staff to comply with the drink-driving legislation at all times. Our reputation will be damaged if you are convicted of a drink-driving offence and, if your job requires you to drive and you lose your licence, you may be unable to continue to do your job. Committing a drink-driving offence outside or during

working hours or while working for us may lead to disciplinary action and could result in dismissal in accordance with our Disciplinary Procedure.

Searches

- 25.6 We reserve the right to conduct searches for alcohol or drugs, including, but not limited to, searches of filing cabinets and desks and packages sent to our address. Any alcohol or drugs found as a result of a search will be confiscated and disciplinary action may result.
- 25.7 We will operate a rolling programme of random drug testing.
- 25.8 Drug screening will be conducted by an external provider. Arrangements will be discussed with affected members of staff at the start of each screening programme.

Confidentiality

- 25.9 We aim to ensure that the confidentiality of any member of staff experiencing alcohol or drug-related problems is maintained appropriately by managers, supervisors and, where it is necessary to inform them, colleagues. However, it needs to be recognised that, in supporting staff, some degree of information sharing is likely to be necessary.
- 25.10 If you seek help with an alcohol or drug-related problem without the knowledge of your manager the matter will be treated confidentially unless maintaining confidentiality could put you, your colleagues or anyone else at risk.

Performance and disciplinary issues

- 25.11 If, having acknowledged an alcohol or drug related problem, you undertake treatment and/or rehabilitation, any related performance or disciplinary action may be suspended pending the outcome of the treatment.
- 25.12 Our intention is to support all staff with alcohol or drug related problems to regain good health. Depending on the progress made on the course of treatment, any disciplinary action may be suspended for a specified period, discontinued or continued.

26. DATA PROTECTION POLICY

- 26.1 Everyone has rights with regard to how their personal information is handled. During the course of our activities we will collect, store and process personal information about our staff, suppliers and customers and we recognise the need to treat it in an appropriate and lawful manner. The information is subject to certain legal safeguards specified in the Data Protection Act 1998 (the Act) and other regulations. The Act imposes restrictions on how we may use that information.

Definition of data protection terms

- 26.2 **Data** is information which is stored electronically, on a computer, or in certain paper-based filing systems.

Data subjects for the purpose of this policy include all living individuals about whom we hold personal data.

Personal data means data relating to an individual who can be identified from that data (and/or other information in our possession). Personal data can be factual (e.g. name or date of birth) or it can be an opinion (e.g. a performance appraisal).

Data controllers are the people or organisations who determine the purposes for which, and the manner in which, any personal data is processed. They have a responsibility to establish practices and policies in line with the Act. We are the data controller of all personal data used in our business.

Data users include employees whose work involves using personal data. Data users have a duty to protect the information they handle by adhering to this policy.

Data processors include any person who processes personal data on behalf of a data controller, not including employees of data controllers.

Processing is any activity that involves use of the data including obtaining, recording, organising, amending, retrieving, disclosing, erasing or holding the data. Processing also includes transferring personal data to third parties.

Sensitive personal data includes information about a person's racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health or condition or sexual life, or about the commission of, or proceedings for, any offence committed or alleged to have been committed by that person, the disposal of such proceedings or the sentence of any court in such proceedings. Sensitive personal data can only be processed under strict conditions, and will usually require the express consent of the person concerned.

Data protection principles

26.3 Anyone processing personal data must comply with the eight enforceable principles of good practice. These provide that personal data must be:

- (a) processed fairly and lawfully;
- (b) processed for limited purposes and in an appropriate way;
- (c) adequate, relevant and not excessive for the purpose;
- (d) accurate;
- (e) not kept longer than necessary for the purpose;
- (f) processed in line with data subjects' rights;
- (g) secure; and
- (h) not transferred to people or organisations situated in countries without adequate protection.

Fair and lawful processing

26.4 The Act is intended not to prevent the processing of personal data, but to ensure that it is done fairly and without adversely affecting the rights of the data subject.

- 26.5 For personal data to be processed lawfully, certain conditions have to be met. These may include, among other things, requirements that the data subject has consented to the processing, or that the processing is necessary for the legitimate interest of the data controller or the party to whom the data is disclosed. When sensitive personal data is being processed, more than one condition must be met. In most cases the data subject's explicit consent to the processing will be required.

Processing for limited purposes

- 26.6 Personal data may only be processed for the specific purposes notified to the data subject when the data was first collected or for any other purposes specifically permitted by the Act. This means that personal data must not be collected for one purpose and then used for another. If it becomes necessary to change the purpose for which the data is processed, the data subject must be informed of the new purpose before any processing occurs.

Adequate, relevant and non-excessive processing

- 26.7 Personal data should only be collected to the extent that it is required for the specific purpose notified to the data subject. Any data which is not necessary for that purpose should not be collected in the first place.

Accurate data

- 26.8 Personal data must be accurate and kept up to date. Information which is incorrect or misleading is not accurate and steps should therefore be taken to check the accuracy of any personal data at the point of collection and at regular intervals afterwards. Inaccurate or out-of-date data should be destroyed.

Timely processing

- 26.9 Personal data should not be kept longer than is necessary for the purpose. This means that data should be destroyed or erased from our systems when it is no longer required.

Processing in line with data subject's rights

- 26.10 Data must be processed in line with data subjects' rights. Data subjects have a right to:
- (a) request access to any data held about them by a data controller;
 - (b) prevent the processing of their data for direct-marketing purposes;
 - (c) ask to have inaccurate data amended; and
 - (d) prevent processing that is likely to cause damage or distress to themselves or anyone else.

Data security

- 26.11 We must ensure that appropriate security measures are taken against unlawful or unauthorised processing of personal data, and against the accidental loss of, or damage to, personal data. Data subjects may apply to the courts for compensation if they have suffered damage from such a loss.

- 26.12 The Act requires us to put in place procedures and technologies to maintain the security of all personal data from the point of collection to the point of destruction. Personal data may only be transferred to a third-party data processor if he agrees to comply with those procedures and policies, or if he puts in place adequate measures himself.
- 26.13 Maintaining data security means guaranteeing the confidentiality, integrity and availability of the personal data, defined as follows:
- (a) **Confidentiality** means that only people who are authorised to use the data can access it.
 - (b) **Integrity** means that personal data should be accurate and suitable for the purpose for which it is processed.
 - (c) **Availability** means that authorised users should be able to access the data if they need it for authorised purposes. Personal data should therefore be stored on our central computer system instead of individual PCs.
- 26.14 Security procedures include:
- (a) **Entry controls.** Any stranger seen in entry-controlled areas should be reported.
 - (b) **Secure lockable desks and cupboards.** Desks and cupboards should be kept locked if they hold confidential information of any kind. (Personal information is always considered confidential.)
 - (c) **Methods of disposal.** Paper documents should be shredded. Floppy disks and CD-ROMs should be physically destroyed when they are no longer required.
 - (d) **Equipment.** Data users should ensure that individual monitors do not show confidential information to passers-by and that they log off from their PC when it is left unattended.

Dealing with subject access requests

- 26.15 A formal request from a data subject for information that we hold about them must be made in writing. A fee may be payable by the data subject for provision of this information. Any member of staff who receives a written request should forward it to the Legal Officer immediately.

Providing information over the telephone

- 26.16 Any member of staff dealing with telephone enquiries should be careful about disclosing any personal information held by us. In particular they should:
- (a) check the caller's identity to make sure that information is only given to a person who is entitled to it.
 - (b) suggest that the caller put their request in writing if they are not sure about the caller's identity and where their identity cannot be checked.
 - (c) refer to the Legal Officer for assistance in difficult situations. No-one should be bullied into disclosing personal information.

Records Retention

26.17 The following minimum retention periods relate to all personal information, regardless of the format in which it is stored. The list is not exhaustive, but provides guidance as to best practice.

- (a) Pre-employment health screening questionnaire - **During employment plus 3 years;**
- (b) Occupational Health Records - health surveillance and medical records relating to risk assessments or incidents occurring at work – **40 years;**
- (c) Occupational Health Records where reason for termination of employment is connected with health, including stress related illness - **During employment plus 3 years;**
- (d) Health surveillance and medical records plus air monitoring and/or biological monitoring etc. kept by reason of the Control of Substances Hazardous to Health Regulations 2002 - **5 years or 40 years in respect of specific individuals;**
- (e) Records relating to asbestos, medical records, training records, suspect incidents of potential exposure - **40 years;**
- (f) Facts of employment (dates of appointments, positions held etc) - **Perpetuity;**
- (g) All personnel files EXCLUDING information on disciplinary and/or grievance proceedings (but including health information, application forms and references) – **During employment plus 6 years;**
- (h) Income Tax and NI Returns, including correspondence with tax office - **6 years after end of the financial year to which the records relate;**
- (i) Statutory Maternity Pay records and calculations - **6 years after end of the financial year to which the records relate;**
- (j) Statutory Sick Pay records and calculations - **6 years after end of the financial year to which the records relate;**
- (k) Wages and salary records - **6 years;**
- (l) Accident books, and records and reports of accidents - **3 years after the date of the last entry**

27. IT POLICY

27.1 Our electronic communications systems and equipment are intended to promote effective communication and working practices within our organisation, and are critical to the success of our business. This part of our handbook deals mainly with the use (and misuse) of computer equipment, e-mail, the internet, the Gelder Intranet, telephones, and voicemail and any other equipment you may use in the course of your employment, but it applies equally to the use of fax machines, photocopiers, scanners, CCTV, and electronic key fobs and cards. It outlines the standards we require users of these systems to observe, the circumstances in which we will monitor use of these systems and the action we will take in respect of breaches of these standards.

27.2 All staff are expected to protect our electronic communications systems and equipment from unauthorised access and harm at all times. Failure to do so may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

Equipment security and passwords

- 27.3 Staff are responsible for the security of the equipment allocated to or used by them, and must not allow it to be used by anyone other than as permitted by this handbook.
- 27.4 If given access to the e-mail system or to the internet, staff are responsible for the security of their terminals. If leaving a terminal unattended or on leaving the office they should ensure that they lock their terminal or log off to prevent unauthorised users accessing the system in their absence. Staff without authorisation should only be allowed to use terminals under supervision.
- 27.5 Desktop PCs and cabling for telephones or computer equipment should not be moved or tampered with without first consulting the IT department.
- 27.6 Passwords are unique to each user and must be changed regularly to ensure confidentiality. Passwords must be kept confidential and must not be made available to anyone else unless authorised. For the avoidance of doubt, on the termination of employment (for any reason) staff must provide details of their passwords and return any equipment, key fobs or cards to the Group Training Manager.
- 27.7 Staff who have been issued with a laptop or telephone must ensure that it is kept secure at all times, especially when travelling. Passwords must be used to secure access to data kept on such equipment to ensure that confidential data is protected in the event of loss or theft. Staff should also be aware that when using equipment away from the workplace, documents may be read by third parties, for example, passengers on public transport.

Systems and data security

- 27.8 Staff should not delete, destroy or modify existing systems, programs, information or data which could have the effect of harming our business or exposing it to risk.
- 27.9 Staff should not download or install software from external sources without authorisation from the IT department. This includes software programs, instant messaging programs, screensavers, photos, video clips and music files. Incoming files and data should always be virus-checked by the IT department before they are downloaded. If in doubt, staff should seek advice from the IT department. The following must never be accessed from the network: online radio, audio and video streaming, instant messaging and webmail (such as Hotmail or Yahoo) and social networking sites (such as Facebook, Bebo or Twitter). This list may be modified from time to time.
- 27.10 No device or equipment should be attached to our systems without the prior approval of the IT department. This includes any USB flash drive, MP3 or similar device, PDA or telephone. It also includes use of the USB port, infra-red connection port or any other port. Portable storage devices must not be used for storing or carrying confidential information.
- 27.11 We monitor all e-mails passing through our system for viruses. Workers should exercise caution when opening e-mails from unknown external sources or where, for any reason, an e-mail appears suspicious (for example, if its name ends in .ex). The IT

department should be informed immediately if a suspected virus is received. We reserve the right to block access to attachments to e-mails for the purpose of effective use of the system and for compliance with this part of our handbook. We also reserve the right not to transmit any e-mail message.

- 27.12 Staff should not attempt to gain access to restricted areas of the network, or to any password-protected information, unless specifically authorised.
- 27.13 Staff using laptops or wi-fi enabled equipment must be particularly vigilant about its use outside the office and take any precautions required by the IT department from time to time against importing viruses or compromising the security of the system. The system contains information which is confidential to our business and/or which is subject to data protection legislation. Such information must be treated with extreme care and in accordance with our Data Protection Policy.

Mobile Devices

- 27.14 Mobile devices such as laptops, tablets, smartphones and portable storage devices pose a particularly high security risk, primarily because they are vulnerable to theft and loss. Their material value is however of secondary concern when compared to the potential cost of losing or compromising confidential, personal and/or sensitive data.
- 27.15 Mobile devices should not be left unattended and, where possible, must be physically locked away or secured. Password/pin at login must be enabled on each mobile device. Passwords must not be stored within email clients, browsers and login scripts on a mobile device.
- 27.16 Mobile devices that contain or access personal and/or sensitive information, or have been used to access personal and/or sensitive information in the past, must be processed to ensure all data is permanently removed in a manner that prevents recovery before their disposal or transfer to another user. Deleting files and/or reformatting a device is often insufficient to prevent recovery of data.
- 27.17 In the event that a mobile device is lost or stolen, please refer to the IT Manager immediately.
- 27.18 Appropriate backup of mobile devices must be undertaken.
- 27.19 For portable storage devices, sensitive and any identifiable personal data must always be encrypted.
- 27.20 With each of the above points, staff must always ask the IT Manager for advice if there is ever any uncertainty about how to correctly operate a mobile device.

E-mail etiquette and content

- 27.21 E-mail is a vital business tool, but an informal means of communication, and should be used with great care and discipline. Staff should always consider if e-mail is the appropriate means for a particular communication and correspondence sent by e-mail should be written as professionally as a letter or fax. Messages should be

concise and directed only to relevant individuals. Our standard disclaimer and signature should always be included.

- 27.22 Staff should not send abusive, obscene, discriminatory, racist, harassing, derogatory or defamatory e-mails. Anyone who feels that they have been harassed or bullied, or are offended by material received from a colleague via e-mail should inform their line manager.
- 27.23 Staff should take care with the content of e-mail messages, as incorrect or improper statements can give rise to claims for discrimination, harassment, defamation, breach of confidentiality or breach of contract. Staff should assume that e-mail messages may be read by others and not include anything which would offend or embarrass any reader, or themselves, if it found its way into the public domain.
- 27.24 E-mail messages may be disclosed in legal proceedings in the same way as paper documents. Deletion from a user's inbox or archives does not mean that an e-mail cannot be recovered for the purposes of disclosure. All e-mail messages should be treated as potentially retrievable, either from the main server or using specialist software.
- 27.25 In general, staff should not:
- (a) send or forward private e-mails at work which they would not want a third party to read;
 - (b) send or forward chain mail, junk mail, cartoons, jokes or gossip;
 - (c) contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding e-mails to those who do not have a real need to receive them;
 - (d) sell or advertise using our communication systems or broadcast messages about lost property, sponsorship or charitable appeals. The notice board on the Gelder Intranet should be used for these purposes;
 - (e) agree to terms, enter into contractual commitments or make representations by e-mail unless appropriate authority has been obtained;
 - (f) download or e-mail text, music and other content on the internet subject to copyright protection, unless it is clear that the owner of such works allows this;
 - (g) send messages from another worker's computer or under an assumed name unless specifically authorised; or
 - (h) send confidential messages via e-mail or the internet, or by other means of external communication which are known not to be secure.
- 27.26 Staff who receive a wrongly-delivered e-mail should return it to the sender. If the e-mail contains confidential information or inappropriate material (as described above) it should not be disclosed or used in any way.

Use of the internet

- 27.27 When a website is visited, devices such as cookies, tags or web beacons may be employed to enable the site owner to identify and monitor visitors. If the website is of a kind described in paragraph 27.32, such a marker could be a source of embarrassment to the visitor and us, especially if inappropriate material has been accessed, downloaded, stored or forwarded from the website. Such actions may

also, in certain circumstances, amount to a criminal offence if, for example, the material is pornographic in nature.

- 27.28 Staff should therefore not access any web page or any files (whether documents, images or other) downloaded from the internet which could, in any way, be regarded as illegal, offensive, in bad taste or immoral. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this IT Policy.

Monitoring of use of systems

- 27.29 Our systems enable us to monitor telephone, e-mail, voicemail, internet and other communications. For business reasons, and in order to carry out legal obligations in our role as an employer, use of our systems including the telephone and computer systems, and any personal use of them, is continually monitored to the extent permitted or as required by law and as necessary and justifiable for business purposes.
- 27.30 We reserve the right to retrieve the contents of messages or check searches which have been made on the internet for the following purposes (this list is not exhaustive):
- (a) to monitor whether the use of the e-mail system or the internet is legitimate;
 - (b) to find lost messages or to retrieve messages lost due to computer failure;
 - (c) to assist in the investigation of wrongful acts; or
 - (d) to comply with any legal obligation.

Inappropriate use of equipment and systems

- 27.31 Access is granted to the internet, telephones and other electronic systems for legitimate business purposes only, except with the express permission of a Director.
- 27.32 Misuse or excessive use or abuse of our telephone or e-mail system, or inappropriate use of the internet in breach of this policy will be dealt with under our Disciplinary Procedure. Misuse of the internet can, in certain circumstances, constitute a criminal offence. In particular, misuse of the e-mail system or inappropriate use of the internet by participating in online gambling or chain letters or by creating, viewing, accessing, transmitting or downloading any of the following material will amount to gross misconduct (this list is not exhaustive):
- (a) pornographic material (that is, writing, pictures, films and video clips of a sexually explicit nature);
 - (b) offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our customers;
 - (c) a false and defamatory statement about any person or organisation;
 - (d) material which is discriminatory, offensive, derogatory or may cause embarrassment to others;
 - (e) confidential information about us or any of our staff or clients (which you do not have authority to access);

- (f) any other statement which is likely to create any liability (whether criminal or civil, and whether for you or us); or
- (g) material in breach of copyright.

Any such action will be treated very seriously and is likely to result in summary dismissal.

- 27.33 Where evidence of misuse is found we may undertake a more detailed investigation in accordance with our Disciplinary Procedure, involving the examination and disclosure of monitoring records to those nominated to undertake the investigation and any witnesses or managers involved in our Disciplinary Procedure. If necessary such information may be handed to the police in connection with a criminal investigation.

Social Media

- 27.34 We recognise that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media, such as Facebook, Twitter, blogs and wikis. However, employees' use of social media can pose risks to our confidential and proprietary information, and reputation, and can jeopardise our compliance with legal obligations.
- 27.35 To minimise these risks, to avoid loss of productivity and to ensure that our IT resources and communications systems are used only for appropriate business purposes, we expect employees to adhere to this policy which applies to the use of social media for both business and personal purposes, whether during office hours or otherwise. This section applies regardless of whether the social media is accessed using our IT facilities and equipment or equipment belonging to members of staff.
- 27.36 Breach of this policy may result in disciplinary action up to and including dismissal. Disciplinary action may be taken regardless of whether the breach is committed during working hours, and regardless of whether our equipment or facilities are used for the purpose of committing the breach. Any member of staff suspected of committing a breach of this policy will be required to co-operate with our investigation, which may involve handing over relevant passwords and login details.
- 27.37 Staff may be required to remove internet postings which are deemed to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.
- 27.38 Social media should never be used in a way that breaches any of our other policies. For example, employees are prohibited from using social media to:
- (a) breach our IT Policy or Disciplinary Rules;
 - (b) breach our obligations under the rules of relevant regulatory bodies;
 - (c) breach any obligations they may have relating to confidentiality;
 - (d) defame or disparage the organisation or its affiliates, customers, clients, business partners, suppliers, vendors or other stakeholders;
 - (e) harass or bully other staff in any way;
 - (f) unlawfully discriminate against other staff or third parties;

- (g) breach any other laws or ethical standards (for example, never use social media in a false or misleading way, such as by claiming to be someone other than yourself or by making misleading statements).

27.39 Staff should never provide references for other individuals on social or professional networking sites, as such references (positive or negative) can be attributed to the organisation and create legal liability for both the author and the organisation.

27.40 Employees who breach any of the above policies will be subject to disciplinary action up to and including termination of employment.

Personal use of social media

27.41 Staff should not under any circumstances use our systems to participate in any internet chat room, post messages on any internet message board or set up or log text or information on a blog or wiki, even in their own time.

Monitoring

27.42 We reserve the right to monitor, intercept and review, without further notice, staff activities using our IT resources and communications systems, including but not limited to social media postings and activities, to ensure that our rules are being complied with and for legitimate business purposes and you consent to such monitoring by your acknowledgement of this policy and your use of such resources and systems. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, log-ins, recordings and other uses of the systems as well as keystroke capturing and other network monitoring technologies.

Responsible use of social media

27.43 Protecting our business reputation:

- (a) staff must not post disparaging or defamatory statements about our organisation; our clients; suppliers and vendors; and other affiliates and stakeholders. Staff should also avoid social media communications that might be misconstrued in a way that could damage our business reputation, even indirectly;
- (b) staff should make it clear in social media postings that they are speaking on their own behalf. Write in the first person and use a personal e-mail address when communicating via social media;
- (c) staff are personally responsible for what they communicate in social media. Remember that what you publish might be available to be read by the masses (including the organisation itself, future employers and social acquaintances) for a long time. Keep this in mind before you post content;
- (d) if you disclose your affiliation as an employee of our organisation, you must also state that your views do not represent those of your employer. For example, you could state, "the views in this posting do not represent the views of my employer". You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues;

- (e) avoid posting comments about sensitive business-related topics, such as our performance. Even if you make it clear that your views on such topics do not represent those of the organisation, your comments could still damage our reputation;
- (f) if you see content in social media that disparages or reflects poorly on our organisation or our stakeholders, you should contact your manager. All staff are responsible for protecting our business reputation.

27.44 Respecting intellectual property and confidential information:

- (a) staff should not do anything to jeopardise our valuable trade secrets and other confidential information and intellectual property through the use of social media (or otherwise);
- (b) in addition, staff should avoid misappropriating or infringing the intellectual property of other companies and individuals, which can create liability for the organisation, as well as the individual author;
- (c) do not use our logos, brand names or other trademarks, or post any of our confidential or proprietary information without prior written permission;
- (d) you are not permitted to add business contacts made during the course of your employment to personal social networking accounts, such as Facebook accounts.

27.45 Respecting colleagues, clients, partners and suppliers:

- (a) do not post anything that your colleagues or our customers, clients, business partners, suppliers, vendors or other stakeholders would find offensive, including discriminatory comments, insults or obscenity;
- (b) do not post anything related to your colleagues or our customers, clients, business partners, suppliers, vendors or other stakeholders without their written permission.

28. REDUNDANCY POLICY

28.1 It is our intention to manage our business in a manner which results in secure employment for our employees. We will always try to avoid the need for compulsory redundancies but sometimes these may be necessary. The pattern or volume of our business or methods of working may change and requirements for employees may reduce.

The purpose of the policy

28.2 The purpose of this policy is to ensure that, whenever reduction in employee numbers may become necessary:

- (a) we communicate clearly with all affected employees and ensure that they are treated fairly;
- (b) we try to find ways of avoiding compulsory redundancies;
- (c) we consult with employees; and
- (d) any selection for compulsory redundancy is undertaken fairly and reasonably.

Avoiding compulsory redundancies

- 28.3 Where we are proposing to make redundancies we will enter into consultation with all affected employees on an individual basis and, where appropriate, also with employee representatives.
- 28.4 In the first instance we will consider steps that might, depending on the circumstances, be taken to avoid the need for compulsory redundancies. Examples of such steps include:
- (a) restricting recruitment in affected categories of employee and in those areas into which affected employees might be redeployed;
 - (b) reducing overtime in affected departments to that needed to meet contractual commitments or provide essential services;
 - (c) freezing salaries for a specified period;
 - (d) considering the introduction of short-time working, job-sharing or other flexible working arrangements, where these are practicable;
 - (e) identifying suitable alternative work with us or with any other Gelder Group company that might be offered to potentially redundant employees;
 - (f) inviting applications for early retirement or voluntary redundancy. In all cases the acceptance of a volunteer for redundancy will be a matter of our discretion and we reserve the right not to offer voluntary redundancy terms or to refuse an application where it is not in the interests of our business to do so.
- 28.5 Any measures adopted must not adversely affect our business and our ability to serve our customers.

Making compulsory redundancies

- 28.6 When it is not possible to avoid making compulsory redundancies, all affected employees and will be advised that compulsory redundancies cannot be avoided. They will be consulted on the procedure that will then be followed and the criteria that will be applied.
- 28.7 The criteria used to select those employees who will potentially be made redundant will be objective, transparent and fair and based on the skills required to meet our existing and anticipated business needs.
- 28.8 Those employees who have been provisionally selected for redundancy will be consulted with individually.
- 28.9 Where selection for redundancy is confirmed, employees selected for redundancy will be given notice of termination of employment in accordance with their contracts and written confirmation of any payments that they will receive.
- 28.10 We will continue to look for alternative employment for redundant employees and inform them of any vacancies that we may have until their termination dates. The manner in which redundant employees will be invited to apply for and be interviewed for vacancies will be organised depending on the circumstances existing at the time. Alternative employment may be offered subject to a trial period where appropriate.

- 28.11 Where we are unable to offer alternative employment we will assist employees look for work with other employers. Employees under notice of redundancy may be entitled to take a reasonable amount of paid time off work to look for alternative employment or to arrange training for future employment.