

SAYU

SAYU LIMITED
EMPLOYEE HANDBOOK

MAY 2019

Contents

Right of Search	4
Attendance and Time Keeping	4
Appearance	5
No Smoking Policy	6
Appraisals	6
Training	6
Stress at Work	6
Expenses Policy	7
Right to Reasonable Refusal to Work.....	9
Restrictions on Other Employment.....	9
Delivery up of Documents and Property	9
Building Security	9
Compassionate Leave.....	9
Leave for Emergency Family Reasons	10
Leave for Jury Service	10
Voluntary Public Duties	10
Reserve Forces Duties	11
Use of Company Equipment.....	11
Gifts	11
Formal Policies and Procedures	12
Privacy Standard	12
Sickness Absence Policy.....	21
Information Systems Security Policy.....	27

Social Media Policy	31
Anti-Bribery Policy	35
Mobile Phones Policy.....	40
Equal Opportunities Policy.....	42
Anti-Bullying and Harassment Policy	43
Complaints Procedure	45
Disciplinary Procedure.....	46
Grievance Procedure.....	50
Dismissal Appeals Procedure	51
Alcohol and Substance Abuse Policy.....	52
Whistleblowing Policy.....	56
Holidays Policy	58
Parental/Family Friendly Rights	60

This Staff Handbook contains information, rules, policies and procedures concerning your employment with Sayu Limited (“the Company”/”we”/”us”) that you will need to be aware of while working for us.

This Handbook does **not** form part of your Contract of Employment unless stated to the contrary. The Company reserves the right to make reasonable changes to any part of the information provided in this Handbook.

The policies and procedures set out in this Handbook apply to all staff unless otherwise indicated. In the event of any conflict between the terms and conditions in this Handbook and your Contract of Employment, your Contract of Employment terms will apply.

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.

If you have any questions about this Handbook or its application, please speak to your manager

Right of Search

The Company reserves the right to search any employee entering or leaving the Company’s premises and any vehicles in which they may be travelling, together with any parcels or property that they may have in their possession. This includes lockers and bags. Refusal unreasonably to be subject to a search (whether or not in the presence of a third party) may lead to summary dismissal.

Attendance and Time Keeping

Employees are expected to maintain proper time keeping and regular attendance at work. Persistent failure to do so may involve the Company’s disciplinary procedure.

Flexi Time Scheme

- You may clock in from 08:00 and stay until 18:00 each day
- Everyone working full time must work core hours each day. These are 10:30-12:00 and 14:00-15:30.
- Lunch breaks cannot be taken in core hours
- Flexi hours are 08:00-10:30 and 15:30-18:00
- You must take a lunch break of at least 30 minutes and you **MUST** clock in and out for all lunch breaks, irrespective of whether you are leaving the building or not
- Absence from core hours must be covered by Annual Leave (full days 07:30hrs* or half days 03:45hrs) or Flexi Leave (full days only, 07:30hrs)
- Sayu has the right, with reasonable notification, to require attendance at any time during its standard operational hours (09:00-17:00) to meet specific, reasonable requirements (e.g. meetings)

- In order for the time management system to accurately calculate your flexi time it is important that you make Catherine Hinchcliffe aware of any type of absence for the office. These include: client meetings / exhibitions; sickness; authorized absence; unauthorized absence; Uni / college / training; doctors / dentist appointments
- You cannot have a flexi time deficit balance at the end of a working week. If you do, any shortfall in time will be unpaid.
- The Company disciplinary procedure will be applied in cases of flexi time abuse / misuse. *relevant to staff working 5 days a week, 7 ½ hour days. Time will differ for staff working less than this

Appearance

We encourage everyone to maintain an appropriate standard of dress and personal appearance at work. The purpose of our dress code is to establish basic guidelines on appropriate clothing and appearance at our workplace, so that we:

- (a) Promote a positive and professional image;
- (b) Respect the needs of men and women from all cultures and religions;
- (c) Make any adjustments that may be needed because of disability;
- (d) Take account of health and safety requirements; and
- (e) Help staff and managers decide what clothing it is appropriate to wear to work.

While working for us you represent us with clients and the public. Your appearance contributes to our reputation and the development of our business. 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.

The Company's dress code is smart casual (jeans, trainers, collared shirt for male employees and smart office top for female employees).

When circumstances deem it appropriate, for example when attending meetings with clients or business parties (but in any event in all client-facing roles), employees are required to dress in smarter business attire. In such situations all employees are required to reasonably cover otherwise visible tattoos where possible (such as by wearing long sleeves) or cover/remove otherwise visible piercings that are decorative or for other non-medical or non-religious purposes, with the exception of ear piercings in which case one discrete piercing per ear is permitted.

If you have any queries your manager can provide you with further guidance.

You may wear appropriate religious and cultural dress (including clerical collars, head scarves, skullcaps and turbans) unless it creates a health and safety risk to you or any other person or otherwise breaches this policy.

The Company reserves the right to introduce standard company wear (for example polo shirts).

Failure to comply with the dress code may result in action under our Disciplinary Procedure.

No Smoking Policy

It is illegal to smoke inside office premises or immediately outside. The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.

Breach of this law will constitute misconduct and will be deemed a disciplinary offence and may also result in a fixed penalty notice being issued by the local Councils Enforcement Officer. Repeated breach of this policy will constitute gross misconduct and may result in dismissal and/or criminal prosecution.

Cigarette breaks may only be taken during an employee's normal break times. No other breaks are permitted. Failure to adhere to this rule, which is to ensure fair treatment for all employees, will be interpreted as poor attendance and time keeping and will be subject to the Company's disciplinary procedure.

Appraisals

The Company will carry out an appraisal at the end of an employee's probationary period and thereafter appraisals shall take place at least annually. Arrangements for these will be notified to you. Your appraisal is an opportunity for both the Company and you to review matters such as your role, performance, expectations and training requirements. At your appraisal you should feel free to voice any issues you have with regard to your work or workload or any other matter of concern to you.

Training

The Company will allow time off for, and meet the costs of, professional training required for employees in connection with their employment. In addition, the Company will, at its sole discretion, support employees in meeting (in full or part) the cost and/or allowing study leave in respect of non-compulsory training or qualifications, which it believes are relevant or complimentary to the employee's employment with the Company.

Stress at Work

If you believe you are experiencing symptoms of stress, anxiety or depression it is essential for your wellbeing that steps are taken to address it in early course. If you feel that your work is a cause of or contributing to your stress please raise it with your manager or, alternatively another member of the Company's management. Your situation will be treated confidentially and with sympathy and the Company will do what it reasonably can to assist you and/or to put you in touch with an appropriate counselling service.

Every member of staff is responsible for observing the high level of confidentiality that is required, whether they are suffering from stress, supporting a colleague who is suffering from stress or because they are otherwise involved in the operation of a policy or procedure dealing with stress. Breach of confidentiality may give rise to disciplinary action.

However, there are occasions when matters reported by a member of staff suffering from stress may have to be put to third parties. For example, where duties need to be reallocated within a team or where, as the result of reported bullying or misconduct, a disciplinary investigation and/or proceedings take place. If this is the case, matters will be discussed with the member of staff concerned before any action is taken.

If you are absent due to stress you should follow the sickness absence reporting procedure contained in the Sickness Absence Policy.

Expenses Policy

Overview

- Sayu appreciate that you will sometimes incur legitimate business expenses while performing your duties and should be reimbursed for these accordingly.
- We want you to understand what can be claimed for.
- The policy also helps us to prevent fraud and ensure compliance with our own tax and legal obligations.
- Some of the expense types and limits are dictated by HMRC and, as such, we unfortunately have no control over.
- HMRC also necessitates that our records are kept up to date at all times. To achieve this, we ask for you to endeavour to submit all claims within 30 days of incurring the expense.
- When incurring business expenses, we would like you to consider the most economical and value for money option, where practical.
- For environmental reasons, before making travel arrangements we would encourage you to consider if it is absolutely necessary and if alternative methods of communication would be just as effective, such as Slack, Skype, Mitel, Email etc.

Claiming Process

- Staff must complete an Expense Claim Form in order to be reimbursed for any costs personally incurred while representing Sayu.
- Claims should always be accompanied by a receipt when provided. Please obtain a valid VAT receipt if possible. This has tax implications and so is important to pursue. It's not always easy to identify a VAT receipt, but one thing it should have is the VAT number of the company issuing it. Unfortunately, receipts from card machines (eg: chip and pin) are not valid VAT receipts.
- If your claim is rejected you will be made aware by Accounts who will instruct you of any amendments required in order to authorise the claim.

Using your own Vehicle

- If you use your own car on company business, please make sure that the vehicle has a valid MOT certificate and is licenced. You must also ensure that you've got a valid motor insurance policy in place that includes cover for business travel. The higher rate paid for mileage when using a private vehicle is designed to cover this additional cost.
- When using your own vehicle, Sayu will reimburse you at HMRC's guideline rates which prevail at the time of the claim. Current rates are as follows:

Vehicle Type	First 10,000 miles	Every mile over 10,000
Car / Van	45p	25p
Motorcycle	24p	24p

The 10,000 miles runs in line with the Financial Year, 1st April to 31st March

Please note that these rates are subject to change by HMRC.

- You are not able to claim the distance from home to the office. Mileage claims will be paid only for journeys that start and end at Sayu's office in Stockton, or from home to the destination, whatever is the shorter distance.
- Full details of the journey, including date, reason for journey, starting, intermediate points and destinations, must be recorded for each journey.

- Please use a postcode lookup (eg: Google Maps) to state the accurate mileage of your trip, so you can be reimbursed accurately. Please provide the start and end addresses as well as any waypoints for all journeys. If you were re-routed or travelled via a different route, you will be able to adjust the mileage
- In the interest of reducing greenhouse gasses and to keep costs at a minimum, we encourage you to travel with colleagues where possible. If you take a fellow employee with you, you may claim an additional 5 per mile / per passenger.
- Sayu Limited will pay for any parking fees, toll fees and congestion charges incurred while on company business. Where possible please obtain a receipt.
- You will be responsible for your any speeding / parking fines, or otherwise.
- If your (private) vehicle is damaged or breaks down while on company business Sayu will not be able to reimburse you for the cost of recovery or repairs.

Hire Cars

- Where you do not have use of your own vehicle, and it is more economical than alternative means of travel, cars may be hired with prior approval of Accounts / a Director. If this were to be the case no mileage allowance would be able to be claimed.

Public Transport

- Where staff use public transport, reimbursement will be on a receipt's basis, provided the expenses are reasonable.
- Where possible, travel should be booked as far in advance as possible so as to avoid rising costs.
- Staff should ensure that the most economical class of travel is used. In practice this will usually be standard class.
- First Class travel will only be considered in exceptional circumstance and must be approved by Accounts / a Director prior to booking tickets.
- Employees may claim reimbursement of the cost of taxi fares where it is in the interest of business efficiency or value for money. Claims must be supported by receipts.

Meals & Subsistence

- You may claim a maximum, when supported by a VAT receipt, for the following meals while on business travel
 - Breakfast: Payable only if an employee is required to leave home prior to 7am
£5.00 inc VAT
 - Lunch: Payable when travelling on business for a period of 5 hours or more in a single day and travel is ongoing after 12pm.
£10.00 inc VAT
 - Evening Meal: Payable where travel is ongoing after 7pm
£25.00 inc VAT. This can include up to two drinks, alcoholic if you wish. Any further drinks must be paid for personally.
- These meal allowances represent a limit rather than a suggested level of expenditure and they should be applied individually to each meal rather than aggregated to pay for one more expensive meal. The limit also includes drinks and any gratuities. Alcoholic drinks should not be consumed on business travel unless accompanied with an evening meal.
- You may claim an Incidentals allowance of £5 per 24 hour period when on business travel for more than 10 hours a day. No receipts are required for this.
- If meals are included within the cost of a hotel, the above is not applicable.

Hotels

- If it is not possible to travel on a morning, or evening, and you require a Hotel, rooms of up to £100 per night and up to £150 per night in London can be claimed.

Client Entertainment

- Expenses for entertaining Clients will only be reimbursed where it was prior approved by a Director. An appropriate cost for entertaining is considered to be £20 per head for lunch and £30 for dinner, including drinks and gratuities. Details of names of attendees, organisations they represent and purpose of the entertainment should be detailed on the expense claim form.
- Under no circumstances will Sayu contribute to the cost of entertaining when only members of staff are involved.

Right to Reasonable Refusal to Work

An employee has the right to request to be removed from working for a particular client or on a particular matter or product, or the right to refuse to work for a particular client or on a particular matter or product, if to do so would cause offence or discomfort to the employee. In such circumstances the employee should contact their supervisor/manager immediately in order that they may consider the reasonable request/refusal and take appropriate action in the circumstances.

Restrictions on Other Employment

Unless the express permission of the Company has been obtained, employees are not permitted to work for any other business during their employment with the Company (whether inside or outside the Company's normal hours of work).

Delivery up of Documents and Property

On termination of employment you must immediately return to the Company all property belonging to the Company including (but not limited to) documents or copy documents (whether in hard, electronic or whatsoever form), computer hardware and software, keys, credit cards, mobile phones as applicable. Except with the express permission of a director of the Company, no copies of documentation relating to the Company or its business must be retained by the employee after termination.

Building Security

Employees should ensure that their electronic and electrical equipment is switched off at the end of the day.

Employees must follow the Company's security procedure (as varied from time to time) in respect of opening up and closing the premises.

Compassionate Leave

Sympathetic consideration will be given to any hardship, difficulty or special circumstances which might necessitate a request for absence from work on compassionate grounds.

Whilst you are expected to use your annual leave as far as possible for attending to personal affairs, special leave in excess of any statutory entitlement may be allowed in exceptional circumstances at the discretion of the Managing Director.

In the event that an employee suffers the bereavement of a member of their immediate family consideration at the Company's discretion will be given to paid time off. This will usually be for a maximum of 2 days.

Immediate family means an employee's spouse or long term partner, parent, child, brother or sister.

Reasonable paid time off may, at the Company's discretion, be granted to attend funerals of near relatives.

If you are still unable to return to work following an authorised period of compassionate leave you should contact Simon Pitts. It may be appropriate to take a period of annual leave, subject to approval, or we may at our discretion grant you further unpaid leave in those circumstances.

Leave for Emergency Family Reasons

Employees who are faced with emergency situations requiring them to make arrangements to care for a dependent such as a child or an elderly close relative are entitled by law to reasonable unpaid time off to make such arrangements. Examples include arranging for the hospitalisation of the dependent or arranging for alternative childcare in the event that usual childcare arrangements fail for whatever reason. As much notice as practicable should be given to the Company.

Leave for Jury Service

In the event that an employee is summoned for jury service, he/she will be excused from work for the purpose of attending court as a juror on trials, as instructed by the court. You must inform the Company of the summons as soon as possible in order to allow for necessary cover for the jury service period to be arranged. The Company reserves the right to request that the employee makes an application to court for deferral of or excusal from jury service. If the Company exercises this right the employee will be advised by the Company of the reasons for the deferral/excusal, which shall be given to the court on the summons reply.

There may be full or half days when the court clerk tells the employee juror that he/she is not needed in court. In this case, you must return to work if it is practicable to do so.

Payment during absence for jury service is discretionary and is a matter to be agreed between the employee and the Company.

Voluntary Public Duties

Employees are entitled to a reasonable amount of unpaid time off work to carry out certain public duties, including duties as a tribunal member, magistrate, local councillor, member of an NHS Trust, prison visitor, police station lay visitor or school governor.

If you are unsure whether a public service that you perform is covered by this policy you should speak to your manager.

As soon as you are aware that you will require time off for performance of a public service you should notify your manager in writing, providing full details of the time off that is being requested and the reasons for your request. In order that arrangements can be made to cover your duties in your absence you should make your request in good time.

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

Reserve Forces Duties

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

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

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

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

Use of Company Equipment

Employees are expressly prohibited from using the Company's equipment such as IT equipment, telephones, fax and photocopying facilities for personal use. For the avoidance of doubt this specifically includes the sending and receiving of emails and internet access for personal use. Any breach of this policy will invoke the Company's disciplinary procedure, the penalty for which may be dismissal. The Company will, at its discretion, provide for employees access to the internet for reasonable and lawful personal use during break periods in the kitchen/rest area.

Gifts

Any gifts received from clients or service providers must be handed over to the Directors. Depending on the item, gifts of this nature will either be made available for all employees to share or entered into a prize draw at a suitable time. You are also specifically referred to the Anti-Bribery Policy in this Handbook.

Formal Policies and Procedures

Privacy Standard

The Company is committed to protecting the privacy and security of your personal information. This privacy notice describes how we collect and use personal information about you during and after your working relationship with us, in accordance with the General Data Protection Regulations (GDPR).

It applies to all employees, workers and contractors.

The Company is a “data controller”. This means that we are responsible for deciding how we hold and use personal information about you. We are required under data protection legislation to notify you of the information contained in this privacy notice.

This notice applies to current and former employees, workers and contractors. This notice does not form part of any contract of employment or other contract to provide services. We may update this notice at any time.

It is important that you read this notice, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are aware of how and why we are using such information.

Data protection principles

We will comply with data protection law. This says that the personal information we hold about you must be:

1. Used lawfully, fairly and in a transparent way.
2. Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
3. Relevant to the purposes we have told you about and limited only to those purposes.
4. Accurate and kept up to date.
5. Kept only as long as necessary for the purposes we have told you about.
6. Kept securely.

The kind of information we hold about you

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data). There are “special categories” of more sensitive personal data which require a higher level of protection.

We will collect, store and use the following categories of personal information about you:

- Personal contact details such as name, title, addresses, telephone numbers, and personal email addresses.
- Date of birth.
- Gender.
- Marital status and dependents.
- Next of kin and emergency contact information.
- National Insurance number.
- Bank account details, payroll records and tax status information.
- Salary, annual leave, pension and benefits information.
- Start date.
- Location of employment or workplace.
- Copy of driving licence.
- Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process).
- Employment records (including job titles, work history, working hours, training records and professional memberships).
- Compensation history.
- Performance information.
- Disciplinary and grievance information.
- CCTV footage and other information obtained through electronic means such as swipecard records.
- Information about your use of our information and communications systems.
- Photographs.

We may also collect, store and use the following “special categories” of more sensitive personal information:

- Information about your race or ethnicity, religious beliefs, sexual orientation and political opinions.
- Trade union membership.
- Information about your health, including any medical condition, health and sickness records.
- Genetic information and biometric data.
- Information about criminal convictions and offences.

How is your personal information collected?

We collect personal information about employees, workers and contactors through the application and recruitment process, either directly from candidates or sometimes from an employment agency or background check provider. We may sometimes collect additional information from third parties including former employers, credit reference agencies or other background check agencies.

We will collect additional personal information in the course of job-related activities throughout the period of you working for us.

How we will use information about you?

We will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:

1. Where we need to perform the contract we have entered into with you.
2. Where we need to comply with a legal obligation.
3. Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.

We may also use your personal information in the following situations, which are likely to be rare:

1. Where we need to protect your interests (or someone else's interests).
2. Where it is needed in the public interest.

Situations in which we will use your personal information

We need all the categories of information in the list above primarily to allow us to perform our contract with you and to enable us to comply with legal obligations. In some cases we may use your personal information to pursue legitimate interests of our own or those of third parties, provided your interests and fundamental rights do not override those interests. The situations in which we will process your personal information are listed below.

- Making a decision about your recruitment or appointment.
- Determining the terms on which you work for us.
- Checking you are legally entitled to work in the UK.
- Paying you and, if you are an employee, deducting tax and National Insurance contributions.
- Providing the following benefits to you: LIST.
- Liaising with your pension provider.
- Administering the contract we have entered into with you.
- Business management and planning, including accounting and auditing.
- Conducting performance reviews, managing performance and determining performance requirements.
- Making decisions about salary reviews and compensation.

- Assessing qualifications for a particular job or task, including decisions about promotions.
- Gathering evidence for possible grievance or disciplinary hearings.
- Making decisions about your continued employment or engagement.
- Making arrangements for the termination of our working relationship.
- Education, training and development requirements.
- Dealing with legal disputes involving you, or other employees, workers and contractors, including accidents at work.
- Ascertaining your fitness to work.
- Managing sickness absence.
- Complying with health and safety obligations.
- To prevent fraud.
- To monitor your use of our information and communication systems to ensure compliance with our IT policies.
- To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution.
- To conduct data analytics studies to review and better understand employee retention and attrition rates.
- Equal opportunities monitoring.

Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal information.

If you fail to provide your personal information

If you fail to provide certain information when requested, we may not be able to perform the contract we have entered into with you (such as paying you or providing a benefit), or we may be prevented from complying with our legal obligations (such as to ensure the health and safety of our workers).

Change of purpose

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with

the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

How we use particularly sensitive personal information

"Special categories" of particularly sensitive personal information require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal information. We have in place an appropriate policy document and safeguards which we are required by law to maintain when processing such data. We may process special categories of personal information in the following circumstances:

1. In limited circumstances, with your explicit written consent.
2. Where we need to carry out our legal obligations or exercise rights in connection with employment.
3. Where it is needed in the public interest, such as for equal opportunities monitoring.

Less commonly, we may process this type of information where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

Our obligations as an employer

We will use your particularly sensitive personal information in the following ways:

- We will use information relating to leaves of absence, which may include sickness absence or family related leaves, to comply with employment and other laws.
- We will use information about your physical or mental health, or disability status, to ensure your health and safety in the workplace and to assess your fitness to work, to provide appropriate workplace adjustments, to monitor and manage sickness absence and to administer benefits.
- We will use information about your race or national or ethnic origin, religious, philosophical or moral beliefs, or your sexual life or sexual orientation, to ensure meaningful equal opportunity monitoring and reporting.

Do we need your consent?

We do not need your consent if we use special categories of your personal information in accordance with our written policy to carry out our legal obligations or exercise specific rights in the field of employment law. In limited circumstances, we may approach you for your written consent to allow us to process certain particularly sensitive data. If we do so, we will provide you with full details of the information that we would like and the reason we need it, so that you can

carefully consider whether you wish to consent. You should be aware that it is not a condition of your contract with us that you agree to any request for consent from us.

Information about criminal convictions

We may only use information relating to criminal convictions where the law allows us to do so. This will usually be where such processing is necessary to carry out our obligations and provided we do so in line with our data protection policy.

Less commonly, we may use information relating to criminal convictions where it is necessary in relation to legal claims, where it is necessary to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

We do not envisage that we will hold information about criminal convictions.

Automated decision making

Automated decision-making takes place when an electronic system uses personal information to make a decision without human intervention. We are allowed to use automated decision-making in the following circumstances:

1. Where we have notified you of the decision and given you 21 days to request a reconsideration.
2. Where it is necessary to perform the contract with you and appropriate measures are in place to safeguard your rights.
3. In limited circumstances, with your explicit written consent and where appropriate measures are in place to safeguard your rights.

If we make an automated decision on the basis of any particularly sensitive personal information, we must have either your explicit written consent or it must be justified in the public interest, and we must also put in place appropriate measures to safeguard your rights.

You will not be subject to decisions that will have a significant impact on you based solely on automated decision-making, unless we have a lawful basis for doing so and we have notified you.

Data sharing

We may have to share your data with third parties, including third-party service providers and other entities in the group. We require third parties to respect the security of your data and to treat it in accordance with the law. We may transfer your personal information outside the EU. If we do, you can expect a similar degree of protection in respect of your personal information.

Why might you share my personal information with third parties?

We will share your personal information with third parties where required by law, where it is necessary to administer the working relationship with you or where we have another legitimate interest in doing so.

Which third-party service providers process my personal information?

"Third parties" includes third-party service providers (including contractors and designated agents) and other entities within our group.

How secure is my information with third-party service providers and other entities in our group?

All our third-party service providers and other entities in the group are required to take appropriate security measures to protect your personal information in line with our policies. We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

What about other third parties?

We may share your personal information with other third parties, for example in the context of the possible sale or restructuring of the business. We may also need to share your personal information with a regulator or to otherwise comply with the law.

Data Security

We have put in place measures to protect the security of your information. Details of these measures are available upon request.

Third parties will only process your personal information on our instructions and where they have agreed to treat the information confidentially and to keep it secure.

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

Data Retention

How long will you use my information for?

We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised

use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances we may anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you. Once you are no longer an employee, worker or contractor of the company we will retain and securely destroy your personal information in accordance with our data retention policy.

Rights of access, correction, erasure and restriction

Your duty to inform us of changes

It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during your working relationship with us.

Your rights in connection with personal information

Under certain circumstances, by law you have the right to:

- Request access to your personal information (commonly known as a “data subject access request”). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
- Request correction of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- Request erasure of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).
- Object to processing of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes.
- Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- Request the transfer of your personal information to another party.

If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact your manager in writing.

No fee usually required

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

Right to withdraw consent

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact your manager. Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

Data protection officer

We have appointed a data privacy manager to oversee compliance with this privacy notice. If you have any questions about this privacy notice or how we handle your personal information, please contact the data privacy manager. You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues.

Changes to this privacy notice

We reserve the right to update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

Sickness Absence Policy

This Sickness Absence Policy sets out our procedures for reporting sickness absence and for the management of sickness absence in a fair and consistent way.

Sickness absence can vary from short intermittent periods of ill-health to a continuous period of long-term absence and have a number of different causes (for example, injuries, recurring conditions, or a serious illness requiring lengthy treatment).

The Company wishes to ensure that the reasons for sickness absence are understood in each case and investigated where necessary. In addition, where needed and reasonably practicable, measures will be taken to assist those who have been absent by reason of sickness to return to work.

This policy does not form part of an employee's contract and may be amended at any time. The Company may also vary the procedures set out in this policy, including any time limits, as appropriate in any case.

Disabilities

The Company is aware that sickness absence may result from a disability. At each stage of the sickness absence reporting procedure, particular consideration will be given to whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide support at work and/or assist a return to work.

If you consider that you are affected by a disability or any medical condition which affects your ability to undertake your work, you should inform your manager.

Sickness Absence Reporting Procedure

You should refer to your contract of employment for details of our sickness absence reporting procedure.

If you are taken ill while at work you should be given permission to leave work.

If you cannot attend work because you are ill you should normally telephone your manager as early as possible and no later than 30 minutes after the time when you are normally expected to start work. When possible notification of absence should be given the previous evening to allow staff cover to be arranged.

The following details should be provided:

- (a) The nature of your illness.
- (b) The expected length of your absence from work.
- (c) Contact details.

In the event that your manager is unavailable, you should email or send a Slack message. When reporting your absence you should give a clear indication of the nature of your illness and the likely date of your return to work.

Your manager should ensure that:

- Any sickness absence that is notified to them is recorded.
- Arrangements are made, where necessary, to cover work and to inform colleagues and clients (while maintaining confidentiality).

If you expect to be absent for more than seven calendar days you must obtain a medical certificate from your doctor covering the period of your absence and stating the reason(s) for your absence. This should be forwarded to your manager as soon as possible.

If your absence continues, further medical certificates must be obtained and submitted to cover the whole period.

If your doctor provides a certificate stating that you "may be fit for work" you must inform your manager immediately. We will hold a discussion with you about how to facilitate your return to work, taking account of your doctor's advice. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date for review.

If your absence is not continuously covered by a self-certificate, doctor's statement or in-patient certificate, it may be treated as unauthorised absence and dealt with using the Disciplinary Policy.

Unauthorised Absence

Cases of unauthorised absence will be dealt with under our Disciplinary Procedure.

Absence that has not been notified according to the sickness absence reporting procedure will be treated as unauthorised absence.

If you do not report for work and have not telephoned your manager to explain the reason for your absence, your manager will make every reasonable effort to contact you, by telephone and in writing. This should not be treated as a substitute for reporting sickness absence.

Keeping In Contact during Sickness Absence

If you are absent on sick leave you should expect to be contacted from time to time by your manager in order to discuss your well-being, 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 minimum in view of the needs of our business.

In the event that you have any concerns while absent on sick leave, whether about the reason for your absence or your ability to return to work, you should feel free to contact your Manager at any time.

Medical Advice

The Company may, at any time in operating this policy, ask you to consent to a medical examination.

You will be asked to agree that any report produced in connection with any such examination may be disclosed to us and that the Company may discuss the contents of the report with our advisers and the relevant doctor.

If you are absent for more than four weeks we may refer you to the Government-funded Health and Work Advisory Service (or such other similar service that may be available from time to time) who will provide an assessment from an Occupational Health Professional.

Return-To-Work Interviews

If you have been absent on sick leave for more than 3 days the Company will arrange for you to have a return-to-work interview with a manager.

A return-to-work interview gives us the opportunity to confirm that the Company has correctly recorded the reason for and number of days of your absence. It also gives you the opportunity to raise any concerns or questions you may have on your return to work, and to bring any matters that you consider relevant to the attention of a manager.

The Company also reserves the right to carry out a sickness absence review meeting in the event of an employee taking three or more periods of absence (of whatever duration) within a 12 month period. The purpose of the meeting will be to review the level of absence, the causes of the absences and if appropriate to issue warnings as to sickness absence levels. The warnings are not usually disciplinary in nature but repeated absences do have an impact on the business and an employee's colleagues and it is appropriate to monitor these.

Sick Pay

Statutory Sick Pay (SSP) will be paid when you are absent from work due to sickness, provided that you have complied with the requirements and conditions attached to its payment. Qualifying days for SSP are Monday to Friday, or as set out in your employment contract.

SSP cannot be paid for the first 3 consecutive days of sickness. Therefore, payment usually starts on the 4th day of absence, and continues for as long as you are absent, up to a maximum of 28 weeks in any one period of sickness.

SSP is paid in exactly the same way as normal earnings.

SSP is not payable in certain circumstances, the principal ones being:

- if your average weekly earnings are less than the figure set by the Government for the payment of National Insurance Contributions;
- for absence of less than 4 days;
- if you have failed to follow the sickness Notification Procedure;
- if your employment has terminated;
- where Statutory Maternity/Adoption/Paternity Pay is being paid to you; and
- for days on which you do not normally work (e.g. if you work Monday to Friday and not at weekends, SSP will normally apply to those 5 days only).

The rules on SSP are very complex and you should not hesitate to raise any query you may have with your manager.

Illness during a period of annual leave

If you are ill or injured (to the extent that you would be incapacitated from carrying out your normal duties had you been at work) during a period of pre-arranged annual leave, you may elect to treat the days of incapacity as sickness absence instead of annual leave. The usual rules in relation to reporting incapacity and confirmation of the duration of incapacity apply so you must follow the usual notification requirements and notify the Company, even if you are abroad. The Company will provide Statutory Sick Pay for such absences.

If you wish to exercise this right you must, within 7 days of your return to work, submit a written request to convert your leave to sickness absence. Replacement annual leave must be taken within the same holiday year, unless it is not practicable to do so.

The above provisions apply only in respect of your statutory holiday entitlement of 5.6 weeks per annum (pro rata for part time employees).

Accrual Of Holiday Leave During Periods Of Sickness Absence

If you are absent on long term sickness absence your entitlement to holiday leave will continue to accrue. This applies only in respect of your statutory holiday entitlement of 5.6 weeks per annum (pro rata for part time employees).

Upon your return to work you must endeavour to take accrued leave during the current holiday year. If this is not practicable, you must take your leave within 15 months of the end of the current holiday year.

You may elect to take annual leave whilst you are absent on sick leave. This right is subject to your providing prior written notice to the Company confirming what period of sick leave you wish to take as annual leave. Such notice must be twice the length of the intended period of annual leave. For example, if you wish to take one week's leave as holiday you must give two weeks' notice.

Please note that these provisions are subject to amendment in the light of evolving legislation or employment case law developments.

Managing long-term or persistent absence

The following paragraphs set out our procedure for dealing with long-term absence or where your level or frequency of short-term absence has given us cause for concern. The purpose of the procedure is to investigate and discuss the reasons for your absence, whether it is likely to continue or recur, and whether there are any measures that could improve your health and/or attendance.

We may decide that medical evidence, or further medical evidence, is required before deciding on a course of action.

We will notify you in writing of the time, date and place of any meeting, and why it is being held. We will usually give you a week's notice of the meeting. Meetings will be conducted by your manager.

You may bring a companion to any meeting or appeal meeting under this procedure. Your companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.

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.

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

Initial sickness absence meeting

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

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

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

If matters do not improve

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

Final sickness absence meeting

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

Appeals

You may appeal against the outcome of any stage of this procedure. If you wish to appeal you should set out your appeal in writing to the Directors. (Simon Pitts or Tony Marshall) stating your grounds of appeal, within one week of the date on which the decision was sent or given to you.

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

We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.

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

Information Systems Security Policy

The following sets out the Company's policy in relation to the use of, access to, review and disclosure of various electronic communications, including those sent or received by Company employees. This policy does not form part of any employee's contract of employment and we may amend it at any time.

For the purposes of this policy, "electronic communications" includes, but is not limited to, the sending, receipt and the use of information through the corporate electronic information network, the Internet, voicemail, facsimile, teleconferencing, instant messaging, "blogging" and all other online information services.

Information Systems

Information systems offered by the Company are provided for the primary purpose of Company related use. Personal use is not permitted.

The following are prohibited using the Company's electronic equipment:

- Playing of games
- Installation of any unauthorised software from external sources
- Moving or relocation of equipment by non IT employees unless specific authorisation and instructions are provided
- Downloading/uploading/storage of non-business related software or documents
- Any tampering with equipment
- Use of unapproved screen savers and backdrops
- Leaving PC's unattended and logged on for extended periods
- Using the Company's equipment for personal use.
- Accessing social networking sites
- Blogging
- On line gambling
- Hacking or snooping i.e. attempting to gain access to unauthorised areas on the system
- Unauthorised connection of equipment such as laptops, mobile phones or USB storage devices to the Company network
- Storage of any data on local hard drives except when network storage is not available or during remote working
- Commission of any criminal offence
- Violation of the Data Protection Act 2018/ GDPR
- Copying/distributing Company software
- Downloading/storage/distribution or viewing of any obscene, illegal, violent, discriminatory or otherwise offensive material
- Breach of Company security in any way

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

Electronic Communications

The Company is responsible for creating and managing an infrastructure that can support the safe and successful delivery of electronic communications within the Company and to customers, partners and others via the Internet.

As part of this architecture, the Company will create means by which it can scan the content of messages to prevent the spread of viruses, worms, Trojan Horses or other executable items that could pose a threat to the security of the systems and network.

Email is the electronic equivalent of a postcard. Anyone can read its contents along the delivery path. Sensitive, confidential or proprietary information may be sent to users who have access to the local area network. Appropriate information may be sent to customers and partners. No sensitive, confidential or proprietary information may be sent or displayed to anyone via the Internet.

All users of the Company's electronic communication systems are requested to respect the following guidelines:

- Demonstrate the same respect in email as you give to verbal communications.
- Check spelling, grammar and read the message through before you send it.
- Do not forward any chain letters/emails
- Do not transmit or respond to unsolicited mass email (spam)
- Do not send messages that are hateful, harassing or threatening.
- Do not send messages that contain material which may be regarded as defamatory, offensive or discriminatory (e.g. on grounds of race/religion, sex/sexual orientation or disability)
- Do not send any messages that support illegal or unethical activities
- Remember the email is an electronic equivalent of a post card and should not be used to transmit sensitive information.

Email Virus Protection

Emails that have been found to be infected with a virus, worm, Trojan horse or contain another executable item that could pose a threat to security will not be delivered to the user. Infected emails should be removed from the delivery system and analysed by network and security administrators. Network and security administrators are responsible for creating and maintaining the procedures for handling infected email messages that are consistent with these policies.

General Virus Protection

Users may not knowingly create, execute, forward or introduce any computer code designed to self-replicate, damage or otherwise impede the performance of any computer's memory, storage, operating system or software.

Software and other files may not be loaded on the Company's computers without the prior consent of the directors or the IT department. It is a violation of this policy to disable any virus checking facilities installed on any system or network.

Monitoring and Privacy

Electronic communications through the Company's information systems are the property of the Company to assist it in carrying out business. The Company treats all electronic communications sent, received or stored as business messages, including those for personal use. All users shall have no expectations of privacy with respect to any electronic message. The Company reserves the right to monitor, access, review, copy, store or delete any electronic communications,

including personal messages, from the system for any purpose and to disclose them to others, as it deems appropriate.

Data Retention Policy

The Company will retain email messages and any back up of such emails for six months. The archive will reside on a server controlled and managed by network and security administrators with access limited to security management and the Company's directors. This archive may be reviewed at any time to ensure that users are complying with all Company policies. Executive and security management will take appropriate action against any violators

The email archive will remain online for six months before being moved to an off-line storage medium. The off-line storage will be maintained for two years, or longer if required by contract or court order. After two years the off-line medium will be erased or destroyed in a manner commensurate with its technology.

Intellectual Property and Licensing

The ease of copying these various electronic communications systems poses a serious risk of Intellectual Property infringement. Each user must be aware of and respect the rights of others.

Software that maybe marked as "free," "public domain", and "public use" may be free for personal use but not corporate use. In downloading software from the Internet, use of this software can violate copyright or licensing requirements.

Users may not install any additional software by disk or Internet download without prior approval of the directors or the IT department.

Do not copy software license to the company unless you are authorised under the Company's license to do so.

Do not copy data or software owned by the Company without appropriate permissions.

Do not remove intellectual property notices of others.

Protection of Customer and Employee Data

The Company has access to personal data about its customers and its employees, including customer credit card information. The Company has a legal obligation to protect this data, and as such all employees must:

- Never disclose customer or employee information to anyone outside of the company without prior written consent or a valid Data Protection Request form. This includes disclosing information about customers to callers purporting to be the customer.
- Never send sensitive customer or employee data by e-mail, especially any form of credit card data.
- Never store credit card data or other sensitive information on paper (unless it is immediately filed in the Accounts department) or in insecure locations such as text files, order history or Word documents, even if the files are password protected. Credit card data should only be stored in company designated applications, in the areas specifically marked as credit card fields.

- Never take sensitive customer information or card data away from the Company premises in either digital or paper form.
- Immediately report any breach of data, however small, to the Chief Information Security Officers listed in the Company's Incident Response Plan. For copies of the Incident Response Plan, please ask your manager.

Employees who fail to report a breach, or who fail to adhere to any of the above rules, will be subject to the Company's disciplinary procedure.

Using the Internet

Internet access is provided primarily for business purposes.

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

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

Prohibited Activity and Use of Good Judgement

Use of electronic communications to engage in any communication or action that is threatening, discriminatory (based on language that can be viewed as harassing others on the grounds of race/religion, age, sex/sexual orientation, disability or otherwise), defamatory, slanderous, obscene or harassing is prohibited. Electronic communications shall not disclose personnel information without authorisation. The destruction or alteration of electronic communications with the intent to cause harm or injury to the Company or an employee of the Company is strictly prohibited.

Electronic communications shall not be used for any illegal purposes or violate the intellectual property rights of others. Employees shall not break into the computers or intercept the communications of other individuals.

Employees will use the same good judgement to prepare electronic communications as they would in preparing a hard copy of a memorandum. The content of electronic communications may have significant business and financial consequences for employees of the Company and may be inappropriately taken out of context. Because of the ease of sending these documents, extra care must be taken to ensure that they are not sent hastily. Please keep in mind that your messages may be read by someone other than the addressee. Accordingly please ensure that your messages are courteous

The Company reserves the right to revoke any employee's access privileges at any time for violations of this policy and conduct that disrupts the normal operation of the Company's information systems. Any conduct that adversely affects the ability of others to use the Company's systems and networks, or which can harm or offend others will not be permitted.

Authority may be exercised without notice and the Company disclaims responsibility for loss or damage to data and software as a result.

Please remember that the intentional or negligent breach of this policy can lead to disciplinary action being taken against you in accordance with the Company's disciplinary procedure. In some cases, breach may constitute gross misconduct, which carries a penalty of summary dismissal.

Social Media Policy

Introduction

Sayu 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.

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.

This policy does not form part of any employee's contract of employment and it may be amended at any time.

Who Is Covered By The Policy?

This policy covers all individuals working at all levels and grades, including partners, employees, consultants, contractors, trainees, homeworkers, part-time and fixed-term employees (collectively referred to as staff in this policy).

Third parties who have access to our electronic communication systems and equipment are also required to comply with this policy.

Scope And Purpose Of The Policy

This policy deals with the use of all forms of social media, including Facebook, Linked In, Twitter, Wikipedia, YouTube, Flickr all other social networking sites, and all other internet postings, including blogs and discussion boards.

It applies to the use of social media for both business and personal purposes, whether during office hours or otherwise. The policy applies regardless of whether the social media is accessed using our IT facilities and equipment or equipment belonging to members of staff.

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.

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.

All staff are responsible for the success of this policy and should ensure that they take the time to read and understand it. Any misuse of social media should be reported to a manager. Questions regarding the content or application of this policy should also be directed to him/her.

Compliance With Related Policies And Agreements

Social media should never be used in a way that breaches any of our other policies. If an internet post would breach any of our policies in another forum, it will also breach them in an online forum. For example, employees are prohibited from using social media to:

- (a) breach our Information, Information Systems Security Policy (ISSP on page 12 of this Handbook))
- (b) breach of confidentiality obligations;
- (c) breach our Disciplinary Policy;
- (d) defame or disparage the organisation or its affiliates, clients/customers, business partners, suppliers, or other stakeholders;
- (e) breach our Anti-harassment and bullying policy;
- (f) breach our Equal Opportunities Policy;
- (g) breach our Data Protection Policy (for example, never disclose personal information about a colleague online);
- (h) 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).

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

Personal use of social media is never permitted during working time or by means of our computers, networks and other IT resources and communications systems. This prohibition does not include use for legitimate business purposes, for example, use of Linked In.

Monitoring

The contents of our IT resources and communications systems are our property. Therefore, employees should have no expectation of privacy in any message, files, data, document, facsimile, telephone conversation, social media post conversation or message, or any other kind of information or communications transmitted to, received or printed from, or stored or recorded on our electronic information and communications systems.

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 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.

We may store copies of such data or communications for a period of time after they are created, and may delete such copies from time to time without notice.

You should not use our IT resources and communications systems for any matter that you wish to be kept private or confidential from the organisation.

For further information, please refer to our ISSP of this Handbook.

Recruitment

We may use internet searches to perform due diligence on candidates in the course of recruitment. Where we do this, we will act in accordance with our data protection and equal opportunities obligations.

Responsible Use Of Social Media

The following sections of the policy provide employees with common-sense guidelines and recommendations for using social media responsibly and safely.

Protecting our business reputation:

- (a) Employees must never post disparaging or defamatory statements about:
 - (i) our organisation or employees,
 - (ii) our clients;
 - (iii) suppliers and other affiliates,

Employees should also avoid social media communications that might be misconstrued in a way that could damage our business reputation, even indirectly.

- (b) Employees 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) Employees 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 clients, you should contact your manager. All employees are responsible for protecting our business reputation.

Respecting intellectual property and confidential information:

- (a) Employees should not do anything to jeopardise our confidential information and intellectual property through the use of social media.
- (b) In addition, employees must 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 post any of our confidential or proprietary information without prior written permission.
- (d) The contact details of business contacts made during the course of your employment are regarded as our confidential information, and as such you will be required to delete all such details from your personal social networking accounts, such as Facebook accounts or LinkedIn accounts, on termination of employment.

Respecting colleagues, clients, directors, managers and suppliers:

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

Breach of This Policy

Breach of this policy may result in disciplinary action up to and including dismissal. Any member of staff suspected of committing a breach of this policy will be required to co-operate with our investigation.

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

Anti-Bribery Policy

1. Introduction

This policy sets out the Company's position on corruption and bribery.

It always has been and remains our policy to conduct all business dealings in an honest and ethical manner. The Company is committed to ensuring compliance with the Bribery Act 2010, in relation to all business dealings both in the UK and abroad. Any form of bribery or corruption is unacceptable.

Individuals found guilty of bribery/corruption offences could face penalties ranging from an unlimited fine up to imprisonment for ten years. If the Company is found guilty of a bribery/corruption offence it could face an unlimited fine, and might find that it is excluded from tendering for any public contracts.

The Company has designed this policy to provide guidance on how to recognise potential corruption and bribery issues and how to react to them.

This policy provides guidance and applies to all directors, consultants, employees, workers and any other person associated with the Firm, regardless of their seniority or whether their position is permanent or temporary. For brevity throughout this Policy the word "employee" is used.

In this policy, "relevant person" means any person that you come into contact with during the course of your work for us. A person includes an individual, a company, a partnership, and a limited liability partnership. Relevant people include but are not limited to existing clients, potential clients, suppliers, distributors, business contacts, agents, advisers, government and other public bodies (including their advisers, representatives and officials), politicians and political parties.

If you are ever in any doubt as to whether or not somebody is a relevant person for the purposes of this policy you should raise your query with your manager.

2. Your Responsibilities

You must:

- Ensure that you read, understand and comply with this policy.
- Direct any queries or concerns about the policy to your manager.
- Not engage in any activity that will constitute a breach of this policy
- Notify your manager as soon as possible if you believe or suspect that a breach of this policy has occurred, or is likely to occur in the future.

Any person who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Please see the Company's Disciplinary Policy for further information.

3. Bribery Offences

Offences that an individual can be guilty of under the Bribery Act 2010 fall into the categories of bribing, being bribed and bribery of a foreign public official.

The Company itself could be found guilty of bribing if a bribe is offered or given by somebody sufficiently senior in the organisation.

The Company may be found guilty of the offence of failure to prevent bribery if any person associated with it bribes another person.

Whilst some acts of bribery are obvious, many other acts may constitute an act of bribery. A bribe is anything offered, promised or provided as an inducement or reward in order to gain an advantage. The advantage gained does not have to be purely financial and could for example be of a commercial, contractual or personal nature.

Whether or not an advantage offered, promised, given or received will constitute a bribery offence will depend on factors including whether or not it is proportionate and reasonable in the circumstances and the intention behind the offer, promise, gift or receipt.

Whilst some acts of bribery are obvious (e.g. an attempt to bribe a High Court Judge to find in a party's favour, or the bribing of a sports referee), many other acts may constitute an act of bribery.

4. Hospitality and Gifts

Proportionate hospitality for the benefit of existing clients and/or customers will usually be acceptable.

Hospitality events for the benefit of other business contacts who are not clients or customers are potentially more complicated.

This section outlines what is and what is not acceptable

4.1 Hospitality and Gifts – Giving What is/is not Acceptable?

The offering or giving of a gift or hospitality to a relevant person up to a value of £20.00 is not prohibited providing you are authorised to do so under the terms and conditions of your employment and have approval from a Sayu Director to do so.

The receipt of a gift or hospitality up to the same value is similarly not prohibited.

The giving of cash or cash equivalent products such as gift vouchers is strictly prohibited.

The giving of gifts or hospitality of any value to national or local government officials or representatives requires prior approval from a Sayu Director.

There could of course be situations where you have a social relationship outside of the course of your employment with a relevant person. This policy does not prohibit the buying of drinks, dinner or other gifts for a relevant person in a social context, with your own personal funds, so long as any such drink, meal or other gift is bought without any intention whatsoever to influence the recipient to do business with Sayu or bring about any business advantage for the Company.

4.2 Hospitality and Gifts – Receiving

The receipt of a gift or hospitality will be judged on the same basis as the Company provides, i.e. as detailed above.

4.3 Hospitality and Gifts – General

No other gifts or hospitality (either being offered to or received from a relevant person) is permitted unless express and prior authorisation of a Sayu Director has been obtained.

In particular the giving or receiving of cash or cash equivalent products such as gift vouchers is strictly prohibited.

Examples of the Company's view on gifts and hospitality:

ideally set out common examples, for your own business, of what hospitality you engage in or that your employees may be offered. Consider whether it is proportionate and thus whether you deem it authorised or not authorised. Set some limitations. Here are a few general examples but if you are including examples replace with helpful and relevant ones

Whilst lunching with a supplier, the supplier says “this is on me” - offers to pay for your meal and you know or reasonably believe the value to be less than £20. This is authorised but must be recorded (see section on Record Keeping below).

You are invited to Wimbledon. This is an event outside the North East area and is authorised only if you have obtained prior authorisation , and it must also be Recorded.

A contractor invites you to New York for a meeting which could easily take place in London as all involved parties are based within the UK. This is disproportionate and will not be authorised and must be reported to your manager.

5. Facilitation Payments

Facilitation payments are payments made to a public service provider to speed up the performance of a public function.

Such payments, either in the UK or abroad, constitute a bribery offence. We do not make and have never made facilitation payments of any kind and you are prohibited from doing so.

If you are asked to make any payment on behalf of Sayu you should always consider why the payment has been requested, what the money is being used for and whether the amount requested is proportionate to what has been or will be provided in return.

Any payment for goods or services exceeding £20.00 requires prior approval from a Sayu Director.

If you have any suspicions, concerns or queries regarding a payment you are asked to make, you should raise these with your manager prior to making the payment.

6. Other Payments

If you have to make payments in the ordinary course of your employment such as buying train tickets for travel to and from a meeting or a training course such payments are obviously a

perfectly legitimate payment for services used. But in any case you must always get a receipt that provides details of the payment and must always notify the Financial Controller of the payment as soon as is reasonably practicable.

7. Political and Charitable Donations

Making political or charitable donations could constitute a bribery offence.

We do not make donations to political parties.

We make lawful charitable donations from time to time that are made in good faith and given publicly.

You must not make any political or charitable donation on behalf of the Company without approval from a Sayu Director.

This policy has no impact on any donations you may make privately as an individual, completely independent from your association with the Company.

8. Examples of problem situations

The following is a list of situations that could arise during the course of you working for us and which may raise concerns under anti-bribery and anti-corruption laws. This is by no means an exhaustive list and is used for illustrative purposes only, to bring to your attention the variety of scenarios that should cause you to question whether a bribery offence might have been committed.

- you become aware that a relevant person engages in, or has been accused of engaging in, improper business practices;
- you learn that a relevant person has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;
- a relevant person insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function for us;
- a relevant person 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;
- a relevant person requests that payment is made to a country or geographic location different from where the relevant person resides or conducts business;
- a relevant person requests an unexpected additional fee or commission to "facilitate" a service;
- a relevant person demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- a relevant person requests that a payment is made to "overlook" potential legal violations;
- a relevant person requests that you provide employment or some other advantage to a friend or relative;
- you receive an invoice from a relevant person that appears to be non-standard or customised;
- a relevant person insists on the use of side letters or refuses to put terms agreed in writing;

- you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- a relevant person requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us;
- you are offered an unusually generous gift or offered lavish hospitality by a relevant person.

If you encounter any of these situations while working for us, you must report them promptly to your manager.

9. Record Keeping

We will keep accurate records of all gifts, hospitality, donations and payments offered, given and received that exceed the value of £20.00, including details (“the relevant details”) relating to:

- The date on which the gift, hospitality, donation or payment was offered, given and/or received;
- The names and addresses of the giving/offering and receiving parties;
- The reason for the offering, giving or receipt of the gift, hospitality, donation or payment;
- The financial value of the gift, hospitality, donation or payment;
- In the case of a gift or hospitality, what it consisted of e.g. five course meal with drinks.

You must keep your own written record of the relevant details relating to any gift, hospitality, donation or payment you offer, give, are offered or receive, that is in any way related to your employment and exceeds £20.00 in value.

Promptly after you have been offered or given, or have yourself offered or given anybody else a gift, hospitality, donation or payment that exceeds £20.00 in value, you must forward a copy of your record of the relevant details to The Financial Controller.

10. Reporting Procedure

We encourage honesty, openness and transparency and will support anyone who raises genuine concerns, suspicions or allegations in good faith under this policy, even if they turn out to be mistaken.

If you are unsure whether a particular act constitutes bribery or corruption, you should promptly raise your concerns with a manager or Director.

You must inform a manager or Director as soon as possible if you:

- are offered or asked to make a bribe;
- suspect that you may be offered or asked to make a bribe in the future,
- believe you are a victim of another form of unlawful corrupt activity, or;
- suspect somebody else within the Company is in any way involved in any corrupt or bribery related activity,

Your manager may ask you to put your concerns and comments in writing in which case you should do so as soon as is reasonably possible. Any such concerns or allegations that you report will be taken in strict confidence however other senior managers may be informed to assist a Sayu Director to come to a decision about how best to deal with the matter.

We are committed to ensuring that nobody suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting, in good faith, a genuine concern, suspicion or allegation in accordance with this policy.

Detrimental treatment includes dismissal, disciplinary action, threats, harassment, victimisation or other unfavourable treatment connected with raising a concern.

If you believe that you have suffered any detrimental treatment as a result of reporting a concern, suspicion or allegation, you should inform your manager as soon as possible. You must similarly not threaten, retaliate against or anybody else who has refused to commit a bribery offence or who has raised concerns under this policy.

If you are an employee and are not satisfied that the matter has been appropriately dealt with within a reasonable time frame, you should raise it formally using our Grievance Procedure, which can be found in this Handbook.

11. Training and Communication

We will provide training about bribery and corruption and in particular on how to adhere to this policy for all new consultants, employees and workers.

All existing consultants, employees and workers will receive regular refresher training on any relevant updates in the law and how to implement and adhere to this policy.

If in the course of your employment or other association with Sayu you are responsible for entering into contracts with third parties, you must ensure that appropriate and proportionate anti bribery clauses are incorporated and that our zero tolerance attitude towards bribery and corruption is communicated from the outset.

12. Monitoring and Review

A Sayu Director will monitor suitability of this policy and review how the procedures are working in practice. Any necessary changes to the policy or the Company's related policies and procedures will be communicated as soon as practicably possible.

Mobile Phones Policy

Unless employees have received express permission, they must have their mobile phones switched off (for the avoidance of doubt leaving them in silent or vibration mode is not permitted) during the Company's time. The sending or receiving of mobile telephone calls, texts or any other form of messages is expressly prohibited. Employees are allowed to use their mobile phones during their allocated break and lunch times.

The Company provides facilities by which an employee may make or receive telephone calls of an urgent nature. This telephone number is 01642 664599.

Whilst current legislation permits the use of hands-free mobile telephones when driving, this may still result in a prosecution for careless driving. Therefore if an employee is travelling on Company business they must not, except in the case of a genuine emergency, use a mobile

phone at all whilst driving. The mobile should be switched off, or, if left on, must only be used once the vehicle is parked safely.

Please note that the intentional or negligent breach of this Mobile Phone Policy can lead to disciplinary action being taken against you in accordance with the Company's disciplinary procedure. Such failure may, in serious cases, constitute gross misconduct which carries a penalty of summary dismissal.

Equal Opportunities Policy

General

The Company is committed to a policy of equal opportunities for all and shall adhere to such a policy at all times. The Company will treat everyone equally irrespective of sex, sexual orientation, gender re-assignment, marital or civil partnership status, race, colour, religion or religious belief, ethnic or national origin, disability or age (known as protected characteristics) and places an obligation upon all employees to respect and act in accordance with the policy.

The principles of non-discrimination and equality of opportunity also apply to the way in which staff treat visitors, clients, customers, suppliers and former staff members.

The Company shall not discriminate unlawfully when deciding which candidate is considered for a vacancy or in any terms of employment. The Company will ensure that each candidate is assessed only in accordance with the candidate's merits, qualification and ability to perform the relevant duties required by the particular vacancy.

The Equality Act 2010 makes it unlawful to discriminate in employment on the grounds of the Protected Characteristics as outlined above. Below is a brief summary of the types of discrimination that are prohibited.

Forms of Discrimination

Discrimination by or against an employee is prohibited unless there is a specific legal exemption. Discrimination may be direct or indirect and it may occur intentionally or unintentionally.

Direct discrimination occurs where someone is treated less favourably because of one or more Protected Characteristics set out above. For example rejecting an applicant on the grounds of their race or religious belief because they would 'not fit in' would be direct discrimination.

Associative discrimination and perceptive discrimination are types of direct discrimination. Associative discrimination occurs where someone is discriminated against because they associate with someone who possesses a Protected Characteristic. Perceptive discrimination occurs when an individual is discriminated against because others think they possess a particular Protected Characteristic.

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. For example a requirement to work full time puts women at a particular disadvantage because they generally have greater childcare commitments than men, such a requirement will need to be objectively justified.

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, degrading, humiliating or offensive environment for them. Harassment is dealt with further in the Anti Bullying and Harassment Policy.

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.

Disability Discrimination

If you are disabled or become disabled, the Company encourages you to inform us about your condition so that appropriate steps can be taken to support the employee

The Company will make every effort to make reasonable adjustments to working conditions, arrangements or features, which disadvantage a disabled person.

Complaints Procedure

If any employee believes that they are being subjected to discrimination by the Company or by fellow employees they should follow the procedure, which follows after the Anti Bullying and Harassment Policy below.

Anti-Bullying and Harassment Policy

The Company is committed to a working environment which is free from harassment, including discrimination, victimisation and bullying, and in which dignity of the individual is paramount.

Harassment of any kind is harmful to members of staff and can seriously damage working and social conditions for staff and can be a substantial cost to the Company in terms of absenteeism, poor performance, lack of commitment and motivation and ultimately resignation from his/her employment. It can also lead to illness and accidents at work.

The Equality Act 2010 prohibits harassment relating to sex, sexual orientation, gender reassignment, marital or civil partner status, race, colour, religion or belief, nationality, ethnic or national origin, disability or age (as set out in the Equal Opportunities Policy above). Harassment is still unacceptable even if it does not fall within one of these categories.

Every member of staff has a responsibility to ensure colleagues are treated with dignity and respect. Any act of harassment, discrimination, victimisation or bullying may lead to dismissal.

Allegations of harassment will be taken seriously. If substantiated they may lead to dismissal. Any member of staff who suffers from harassment will have the total support of the Company in putting a stop to it. The Company will investigate fairly, in confidence and without prejudice, the details of such a complaint.

The making of malicious, vexatious or spurious allegations may give rise to action under the Disciplinary Procedure.

Examples of Harassment or Bullying

Harassment is, essentially, unwanted conduct, that has the effect of violating a person's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment. One can see that the definition is therefore very wide. It is not judged by the intention of the harasser, but by

the impact it has on the recipient. Social interaction in the workplace involving mutually acceptable behaviour should be distinguished from harassment. However, it should be borne in mind that what is acceptable to some may be offensive to others.

Some types of conduct are clearly unacceptable and an employee cannot argue that they were not aware that it would cause offence. Other conduct, perhaps what one would see as an innocuous joke, may still be found to be offensive to others. Accordingly if a colleague makes it clear to you that they do not appreciate, or feel offended etc., by conduct that comes within the definition of harassment, you must cease and not repeat such conduct.

An employee may be subject to harassment if they are a witness to an act of harassment even if they are not themselves the target or even the same sex as the target.

This following list details some types of conduct that will or may amount to an act of harassment. It is neither exclusive nor exhaustive and other forms of behaviour may be regarded as harassment, discrimination, victimisation or bullying.

- physical conduct ranging from the invasion of personal space and/or inappropriate touching to serious assault
- verbal, written and e-mail harassment through derogatory remarks, jokes, insults, offensive language, gossip and slander
- sexually suggestive and unwelcome comments or derogatory remarks including any regarding the sexual orientation or preference of an individual
- unjustifiable exclusion, e.g. withholding information, not talking to, not including in discussions or meetings, or exclusion from social occasions
- sexual graffiti or displays of pornographic or degrading pictures or objects in the workplace environment including pornographic displays on computer screens
- intrusion by pestering, spying, following, stalking, etc.
- unfair allocation of work and responsibilities
- open aggression, threats, shouting, unpredictable outbursts
- frequent unjustified criticism or belittling

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

If the complainant wishes to remain anonymous it may not be possible to take any action. It may, however, be possible to address an anonymous complaint through indirect methods such as publicising the harassment policy and through training initiatives.

Once the alleged harasser has been made aware of the complaint, he/she must be given the right to respond. He/she has the right to be accompanied to any meeting by a colleague or a trade union representative.

Complaints Procedure

Informal Procedure

It is hoped that most instances of alleged harassment could be dealt with on an informal basis. However, in certain circumstances this may not be appropriate in which case the formal procedure below will be invoked.

Under the informal procedure the recipient of harassment may choose to speak or write to the alleged harasser and explain that his/her conduct is unwelcome, offensive and interfering with work. He/she should be polite but firm and advise the member of staff that his/her conduct is unacceptable, unwanted, and is also in breach of the harassment policy, which the Company considers to be a serious matter. A record of the discussion, and copies of any correspondence, should be kept by the employee in the event that follow-up action becomes necessary.

If the member of staff finds this too difficult or embarrassing he/she may ask his/her manager or a colleague, to accompany him/her, or to speak to the alleged harasser on his/her behalf.

The employee should also keep a written record detailing the incidents of harassment and any requests made to the harasser to stop. This written record should be made as soon as possible after the events giving rise to concern and should include dates, times, places and the circumstances of what happened. The Company has a formal procedure for dealing with these issues which is detailed below.

Formal Procedure

Though some cases of harassment may be resolved by direct approach to the alleged harasser, those cases which are incapable of successful resolution within the informal process, or are too serious to consider resolution by means of the informal process will be referred to the employee's manager or, if this is inappropriate, another member of the Company's management. In this case the Company's formal grievance and/or disciplinary procedure will be invoked.

Possible Outcomes

Possible outcomes of formal procedures include: -

- resolution, e.g. conciliation
- oral, written, or final written warning
- dismissal
- counselling for the alleged harasser and/or complainant
- moving the alleged harasser or the complainant to a different location *
- confirmation of the alleged harasser's innocence
- no further action

*It is normal practice to move a proven harasser rather than the complainant - if it is necessary to move the complainant for sound business reasons, this should only be done with the complainant's agreement.

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.

Disciplinary Procedure

Procedure

The following non-contractual procedure applies to those employees who have two years or more continuous service with the Company.

This procedure is designed to help and encourage employees to achieve and maintain standards of conduct, attendance and job performance consistent with their terms and conditions of service. The aim is to ensure prompt, consistent and fair treatment for all employees and to assist in enabling both the employee and the Company to be clear about the expectations of both parties.

Wherever possible, problems should be resolved informally without recourse to formal procedures. Where it is not possible for a problem to be resolved informally, or the severity of the allegation warrants it, the formal procedure detailed below should be followed.

Whilst issues of poor performance are not necessarily disciplinary in nature, the procedure set out below will be adopted to deal with issues of poor performance.

General Principles

Unless there are wholly exceptional circumstances involving gross misconduct, no disciplinary action shall be taken against an employee until the case has been fully investigated.

Prior to any disciplinary hearing an employee will be advised in writing of the nature of the allegations against them.

The disciplinary process will not unreasonably be delayed.

The employee must make all reasonable efforts to attend any disciplinary or appeal hearing. The Company must arrange these at reasonable times. In the event that the employee fails to attend any hearing, the Company may make a decision in their absence, based on the available evidence.

A criminal offence committed outside of employment will not necessarily be treated as an automatic reason for disciplinary action, unless it is relevant to the duties of the employee or the position/reputation of the Company.

An employee will not be dismissed for a first breach of discipline except in cases of gross misconduct.

Minor conduct issues can often be resolved informally between you and your line manager. 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. In some cases an informal verbal warning may be given, which will not form part of your disciplinary records. Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).

Formal written warnings shall be noted on the employee's record for the relevant period set out below, after which they will be disregarded. However the Company reserves the right to refer to previous expired warnings in cases of significant repetition of the same or similar conduct.

An employee who considers that disciplinary action has been taken unreasonably has the right to appeal against that decision.

1. Disciplinary Investigation

- 1.1 Before any disciplinary action is taken the Company will carry out an investigation. The purpose of carrying out an investigation is to find out if there is a disciplinary case to answer. As part of the investigation the employee may be asked to attend an investigatory interview. It should be noted that this interview is not part of the formal disciplinary process; it is part of the Company's assessment of whether there is a case to answer
- 1.2 The Company reserves the right to suspend the employee on full pay whilst any allegations are fully investigated. Suspension is not disciplinary in nature or a prejudgement of the issue. Suspension will be kept under review and only last as long as reasonably necessary. The employee will be kept informed should it be necessary to maintain suspension for longer than one week. While suspended, employees should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless authorised to do so.
- 1.3 If after fully investigating the allegations, there is a reasonable belief that there is a disciplinary case for the employee to answer in terms of their standard of behaviour, attendance or performance, a disciplinary hearing will be held.
- 1.4 The employee will be sent details in writing of the nature of the allegations against them (including any written evidence or witness statements) and will be invited to a disciplinary hearing which will normally be held within (5) days of the date of the letter. The employee will be informed of his/her right to be accompanied.
- 1.5 If either the Company or the employee intends to call witnesses, then they should give prior notice in advance to the other.

2. Disciplinary Hearing

- 2.1 The employee is required to take all reasonable steps to attend the disciplinary meeting. If the employee (or his companion) is unable to attend the meeting he should confirm this to the person arranging the meeting as soon as possible and in good time before the meeting. In these circumstances the parties will rearrange the meeting to take place within a further 5 days, at a reasonable time and place.
- 2.2 At the disciplinary hearing the employee has the right to be accompanied by a work colleague (subject to there being no conflict) or trade union representative. The companion may make representations or ask questions on behalf of the employee, to put and sum up the employee's case and to confer with the employee during the hearing but may not answer questions for the employee.
- 2.3 The disciplinary hearing will be conducted by Catherine Hinchcliffe or Chris O'Rourke. The nature of the allegations against the employee will be set out, together with any documentary or witness evidence. The employee will be given an opportunity to respond to the allegations, state their case, ask questions and/or to offer mitigation in respect of the alleged conduct or performance.

- 2.4 The disciplinary hearing may be adjourned to give the person hearing the case an opportunity to consider further evidence or matters put forward by the employee or to consider their decision.
- 2.5 The decision will be confirmed to the employee at the end of the disciplinary hearing (as adjourned as the case may be), and confirmed in writing, or after the disciplinary hearing in writing within 5 days of the hearing.
- 2.6 Where a disciplinary warning is given or a dismissal is effected, the decision will set out, as applicable, the reason for the decision or the level of disciplinary warning, details of the expected improvement where relevant, the time span and consequence of failure to improve, together with the employee's right to appeal the decision. (see separate Appeals procedure).

3. Disciplinary Decisions/Warnings

3.1 Level One: Written Warning

If the employee's conduct or performance warrants it, or if a further disciplinary offence occurs, a written warning will be issued. This will remain current for 12 months when, provided there has been satisfactory performance and/or conduct, it will be disregarded.

3.2 Level Two: Final Written Warning

If there is a continuing failure to improve, further conduct or performance is not satisfactory, or a more serious offence occurs, a final written warning will be issued to the employee. The warning will confirm that the employee may be dismissed if there is no improvement in the given period or if any further breach of the disciplinary policy occurs. A final written warning will normally be effective for 12 months but this period may, at the Company's discretion, be extended. Once the effective time has ended it will be disregarded, subject to satisfactory performance and/or conduct.

3.3 Level Three: Dismissal

If the employee commits an act of gross misconduct (see below), or where the conduct or performance of an employee issued with a Final Written Warning fails to improve or the employee is in further breach of this disciplinary policy, the employee will be dismissed*.

Dismissal may be with or without notice but in cases of gross misconduct dismissal will usually be summary (i.e. without notice).

*The Company may, at its discretion, opt to impose a penalty short of dismissal, for example, demotion or a deduction from salary.

A decision to dismiss can only be taken by a Director

3.5 Gross Misconduct

Whilst it is not possible to specify all incidents which, would constitute gross misconduct, examples of acts which normally would be regarded as gross misconduct include:

- Discrimination, harassment or bullying of an employee or third party;
- Serious negligence which causes or may cause unacceptable loss, damage or injury to persons or property;
- Deliberate damage to, or serious misuse of the Company's property or the property of a third party;
- Refusal to carry out lawful instructions;

- Theft, fraud, or deliberate falsification of records;
 - Incapacity at work through alcohol or use of non-prescribed drugs;
 - Irresponsible conduct of a nature likely to endanger the health and safety of the employee or others.
 - Fighting, or using or threatening to use physical violence against another employee or client/customer of the Company;
 - Bringing the Company into disrepute;
 - Breach of confidence or disclosure of confidential information
 - Breach of the Company's Anti-Bribery Policy
 - Breach of the Company's IT, Internet and Email or Mobile Phone Policy
 - Repeated breach of the Company's No Smoking Policy.
- This list is neither exclusive nor exhaustive.

4. **Appeal Stage**

The Employee has a right of appeal against any disciplinary decision. For details of the Appeal Process please refer to the Appeals Procedure detailed below.

Grievance Procedure

If an employee has a grievance, a concern, problem or a complaint relating to their employment or the way in which they are treated or about the conduct or work of another employee the employee will have the opportunity to air that grievance so that any problems can be resolved.

In the first instance the employee should raise their grievance informally and verbally with their immediate Manager. If, however, the grievance relates to the supervisor concerned then the grievance should be raised with a Director. If the matter is not resolved to the employee's satisfaction in this informal way the formal grievance procedure set out below should be followed. This policy does not form part of any employee's contract of employment and we may amend it at any time.

1. Grievance Procedure

- 1.1 The employee should submit their grievance in writing to either Catherine Hinchcliffe, Chris O'Rourke or a Director. The nature of the grievance must be set out fully. A grievance hearing will be arranged and held within 14 days of the date of receiving the written grievance unless this is not reasonably practicable.
- 1.2 The employee (and their companion) should make every effort to attend the meeting. In the event that the employee fails to attend, the Company may make a decision in their absence on the evidence available.
- 1.3 If the employee or their companion cannot attend at the time specified the employee should let the Company know as soon as possible so the Company will try, within reason, to agree an alternative time.
- 1.4 We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.
- 1.5 In the event that the employee fails to attend, the Company may make a decision in their absence on the evidence available.
- 1.6 If the employee intends to call witnesses, then they should give prior notice in advance to the Company.
- 1.7 At this meeting the employee is entitled to be accompanied by a work colleague (subject to there being no conflict) or trade union representative. The companion may make representations or ask questions on behalf of the employee, to put and sum up the employee's grievance and to confer with the employee during the hearing but may not answer questions for the employee.
- 1.8 The meeting may be adjourned if necessary for further investigation to take place.
- 1.9 The employee will be given an opportunity to explain their grievance and how they think it should be resolved.
- 1.10 A decision in relation to the grievance will be confirmed to the employee either at the grievance hearing (and subsequently confirmed in writing) or in writing, unless not reasonably practicable, within 5 days of the hearing.

2. Appeal

The Employee has a right of appeal against a grievance decision. For details of the Appeal Process please refer to the Appeals Procedure detailed below.

Dismissal Appeals Procedure

An employee may make an appeal against any disciplinary or grievance decision under the Disciplinary and Grievance procedures set out above.

Procedure

- 1.1 An appeal should be made in writing to Simon Pitts within (7) days of receiving the Company's decision. The appeal should set out in full the grounds of appeal.
- 1.2 The date of an appeal meeting will be confirmed to the employee in writing. The meeting will be held at a reasonable time and place and, unless not reasonably practicable, within (10) days of receipt of the employee's appeal. The employee must make all reasonable efforts to attend the appeal meeting. If either party intends to call witnesses to the meeting they should let the other party know in advance.
- 1.3 At the appeal meeting the employee may be accompanied by a work colleague (subject to there being no conflict) or trade union representative. The companion may make representations or ask questions on behalf of the employee, to put and sum up the employee's grievance and to confer with the employee during the hearing but may not answer questions for the employee.
- 1.4 The appeal will be heard by Catherine Hinchcliffe, Chris O'Rourke or a Director. Who, unless it is impractical, will have had no prior involvement in the original meeting. The appeal meeting may be adjourned if required.
- 1.5 The Company's decision on the appeal will be given to the employee (and confirmed in writing normally within 10 days of the hearing) or given in writing within 10 days of the hearing.
- 1.6 The appeal decision marks the final step in the Disciplinary or Grievance Procedure as relevant.

Alcohol and Substance Abuse Policy

We are committed to providing a safe, healthy and productive working environment. This includes ensuring that all staff are fit to carry out their jobs safely and effectively in an environment which is free from alcohol and drug misuse.

The purpose of this policy is to increase awareness of the effects of alcohol and drug misuse and its likely symptoms and to ensure that:

- All staff are aware of their responsibilities regarding alcohol and drug misuse and related problems.
- Staff who have an alcohol or drug-related problem are encouraged to seek help, in confidence, at an early stage.
- Staff who have an alcohol or drug-related problem affecting their work are dealt with sympathetically, fairly and consistently.

This policy is not intended to apply to "one-off" incidents or offences caused by alcohol or drug misuse at or outside work where there is no evidence of an ongoing problem, which may damage our reputation, and which are likely to be dealt with under our Disciplinary Procedure.

This policy covers all employees, officers, consultants, contractors, casual workers and agency workers.

All line managers have a specific responsibility to operate within the boundaries of this policy, to ensure that all staff understand the standards of behaviour expected of them and to take action when behaviour falls below its requirements.

Managers will, if appropriate, be given training in: the nature and causes of alcohol and drug problems, the effect of alcohol and drug misuse on workplace safety and performance, the assistance that can be provided by outside agencies.

Identifying a Problem

If you notice a change in a colleague's pattern of behaviour you should encourage them to seek assistance through their manager. If they will not seek help themselves you should draw the matter to the attention of your manager. You should not attempt to cover up for a colleague whose work or behaviour is suffering as a result of an alcohol or drug-related problem.

If you believe that you have an alcohol or drug-related problem you should seek specialist advice and support as soon as possible.

Alcohol and Drugs at Work

Alcohol and drugs can lead to reduced levels of attendance, reduced efficiency and performance, impaired judgement and decision making and increased health and safety risks for you and other people. Irresponsible behaviour or the commission of offences resulting from the use of alcohol or drugs may damage our reputation and, as a result, our business.

You are expected to arrive at work fit to carry out your job and to be able to perform your duties safely without any limitations due to the use or after effects of alcohol or drugs. In this policy drug use includes the use of controlled drugs, psychoactive (or mind-altering) substances formerly known as "legal highs", and the misuse of prescribed or over-the-counter medication.

The Company prohibits the bringing on to, or the consumption or use of, alcohol (except in appropriate circumstances where the directors expressly relax this rule) or illegal drugs on its premises or property. This prohibition includes any form of substance abuse.

Drinking alcohol while at work without authorisation or working under the influence of alcohol may be considered serious misconduct. If the Company believes an employee to be under the influence of alcohol or drugs he or she will be asked to leave immediately. Breach of this policy may lead to disciplinary action being taken in accordance with the Company's disciplinary procedure. In some cases, such breach may constitute gross misconduct, which carries a penalty of summary dismissal.

Managers should act to prevent excessive consumption of alcohol by any member of staff and should take steps to deal with any unacceptable conduct. Any such behaviour may lead to disciplinary action.

You must comply with drink-driving laws and drug-driving laws at all times. Conviction for drink-driving or drug-driving offence may harm our reputation and, if your job requires you to drive, you may be unable to continue to do your job. Committing a drink-driving or drug-driving offence while working for us may lead to action under our Disciplinary Procedure and could result in dismissal.

If you are prescribed medication you must seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job and whether your duties should be modified or you should be temporarily reassigned to a different role. If so you must tell your line manager.

Searches

The Company reserves the right to conduct searches for alcohol or drugs on our premises, including, but not limited to, searches of lockers, filing cabinets and desks, bags, clothing, packages etc.

Any alcohol or drugs found as a result of a search will be confiscated and action may be taken under our Disciplinary Procedure.

Managing suspected alcohol or substance misuse

Where a manager considers that deterioration in work performance and/or changes in patterns of behaviour may be due to alcohol or drug misuse they should seek advice and assistance from their line manager.

If your manager has reason to believe that you are suffering the effects of alcohol or drugs misuse, they will invite you to an investigatory interview. The purpose of the interview is to:

- discuss the reason for the investigation and seek your views on, for example, the deterioration of your work performance and/or behaviour; and

- where appropriate, offer to refer you for medical and/or specialist advice.

If you arrive at work and a manager reasonably believes you are under the influence of alcohol or drugs, they shall immediately contact Management in order that you can be provided with assistance and an investigation can be undertaken.

If you agree to be referred to Occupational Health your manager will request an urgent appointment and prepare a letter of referral, a copy of which will be provided to you.

Occupational Health may ask for your consent to approach your GP for advice. A report will be sent to your manager who will then reassess the reasons for their investigatory meeting with you and decide on the way forward.

If, as the result of the meeting or investigation, your manager continues to believe that you are suffering the effects of alcohol or drugs misuse and you refuse an offer of referral to Occupational Health Department appropriate treatment providers the matter may be dealt with under our Disciplinary Procedure.

Providing Support

Alcohol and drug-related problems may develop for a variety of reasons and over a considerable period of time. We are committed, in so far as possible, to treating these problems in a similar way to other health issues. We will provide support where possible with a view to a return to full duties. This may include:

- Referral to appropriate treatment providers, where necessary in conjunction with your GP.
- Time off work to attend treatment.
- Adjusting your duties or other support as recommended by Occupational Health Department or your GP or specialist during treatment and for an agreed period thereafter, subject to operational requirements and feasibility.

If you do not finish a programme of treatment, or your recovery and return to work does not go as planned, your manager will meet with you to decide what further action if any should be taken.

Confidentiality

We aim to ensure that the confidentiality of any member of staff experiencing alcohol or drug-related problems is maintained appropriately. However, it needs to be recognised that, in supporting staff, some degree of information sharing is likely to be necessary.

If you seek help with an alcohol or drug-related problem directly from Human Resources or the Office Manager and you wish to keep matters confidential from your manager and colleagues, this will be respected unless there is reason to believe that this could put you, your colleagues or anyone else at risk or carries some other material risk for the business. In those circumstances the appropriate department/person will encourage you to inform your manager and will give you sufficient time to do so before discussing the matter with them.

Performance and Disciplinary Issues

If you agree to undertake appropriate treatment and/or rehabilitation for an acknowledged alcohol or drug-related problem, we may decide to suspend any ongoing disciplinary action against you for related misconduct or poor performance, pending the outcome of the treatment.

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 restarted at any time as we see fit.

Whistleblowing Policy

We are committed to conducting our business with honesty and integrity and we expect all staff to maintain high standards. Any suspected wrongdoing should be reported as soon as possible.

What is whistleblowing?

Whistleblowing is the reporting of suspected wrongdoing or dangers in relation to our activities. This includes bribery, facilitation of tax evasion, fraud or other criminal activity, miscarriages of justice, health and safety risks, damage to the environment and any breach of legal or professional obligations. It also includes the following matters specific to this workplace.

How to raise a concern

We hope that in many cases you will be able to raise any concerns with your manager. However, where you prefer not to raise it with your manager for any reason, you should contact Simon Pitts or Tony Marshall.

We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

Confidentiality

We hope that staff will feel able to voice whistleblowing concerns openly under this policy. Completely anonymous disclosures are difficult to investigate. If you want to raise your concern confidentially, we will make every effort to keep your identity secret and only reveal it where necessary to those involved in investigating your concern.

External disclosures

The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally. The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. We strongly encourage you to seek advice before reporting a concern to anyone external. Public Concern at Work operates a confidential helpline. Their contact details are at the end of this policy.

Protection and support for whistleblowers

We aim to encourage openness and will support whistleblowers who raise genuine concerns under this policy, even if they turn out to be mistaken.

Whistleblowers must not suffer any detrimental treatment as a result of raising a genuine concern. If you believe that you have suffered any such treatment, you should inform the Whistleblowing Officer immediately.

You must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct you may be subject to disciplinary action. In some cases, the whistleblower could have a right to sue you personally for compensation in an employment tribunal.

However, if we conclude that a whistleblower has made false allegations maliciously, the whistleblower may be subject to disciplinary action.

Public Concern at Work operates a confidential helpline. Their contact details are (Independent whistleblowing charity):

Helpline: (020) 7404 6609

E-mail: whistle@pcaw.co.uk

Website: www.pcaw.co.uk

Holidays Policy

This policy sets out our arrangements for staff wishing to take holidays (also known as annual leave). This policy covers all employees at all levels and grades, including full-time, part-time, permanent and fixed-term employees, managers, directors, trainees, and homeworkers.

This policy does not form part of any employee's contract of employment and we may amend it at any time. We may also vary the policy as appropriate in any case.

Your holiday entitlement

Your Holiday entitlement is set out in your contract of employment.

The Company's holiday year runs from 1 April to 31 March. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis.

Except as set out in this policy, holiday entitlement must be taken during the holiday year in which it accrues. Any holiday not taken by the end of the holiday year will be lost and you will not receive any payment in lieu.

There is no entitlement to carry unused holiday over from one holiday year to another, with the exception of:

- cases involving sickness absence;
- cases of maternity, paternity, adoption, parental or shared parental leave;
- in any other case where the Directors have given permission in writing limited to no more than one week and to be taken in the first three months of the next leave year; and
- if otherwise required by law.

Taking holiday

Requests for holidays should be submitted on TMS (Time Management System) for approval or rejection by an authorised person. Holidays must be taken at times convenient to the Company and reasonable notice of intention to take holiday (subject in most circumstances to a minimum of 7 days' notice) must be given.

Unless permission is given by the Company, no more than 10 days' holiday may be taken at any one time.

We may require you to take (or not to take) holiday on particular dates, including when the business is closed, particularly busy, or during your notice period.

Sickness during periods of holiday

If you are sick or injured during a holiday period and would have been incapable of work, you may choose to treat the period of incapacity as sick leave and reclaim the affected days of holiday.

Employees already on sick leave before a pre-arranged period of holiday may choose to cancel any days of holiday that coincide with the period of incapacity and treat them as sick leave.

Company sick pay will only be paid for such days if you comply with our Sickness Absence Policy, including notifying your manager immediately of your incapacity and obtaining medical evidence, even if you are abroad. Dishonest claims or other abuse of this policy will be treated as misconduct under our disciplinary procedure.

Long-term sickness absence and holiday entitlement

Holiday entitlement continues to accrue during periods of sick leave.

If you are on a period of sick leave which spans two holiday years, or if you return to work after sick leave so close to the end of the holiday year that you cannot reasonably take your remaining holiday, you may carry over unused holiday to the following leave year.

Any holiday that is carried over under this rule but is not taken within 18 months of the end of the holiday year in which it accrued will be lost.

Alternatively, you can choose to take your paid holiday during your sick leave, in which case you will be paid at your normal rate.

Family leave and holiday entitlement

Holiday entitlement continues to accrue during periods of maternity, paternity, adoption, parental or shared parental leave (referred to collectively in this policy as family leave).

If you are planning a period of family leave that is likely to last beyond the end of the holiday year, you should discuss your holiday plans with your manager in good time before starting your family leave. Any holiday entitlement for the year that is not taken before starting your family leave can be carried over to the next holiday year.

For the avoidance of doubt this covers your full holiday entitlement.

Any holiday carried over should be taken immediately before returning to work or within three months of returning to work after the family leave.

Arrangements on termination

The Company reserves the right to require an employee to take accrued holiday during any notice period. The Employee shall be entitled to payment in lieu of holiday accrued but not taken at the date of termination of his or her employment. If at the date of termination, the Employee has taken holiday in excess of his or her accrued entitlement a corresponding deduction will be made from his or her final payment.

Parental/Family Friendly Rights

The details set out below are a brief summary of the legislation and entitlements currently relating to Maternity and Paternity leave and pay and other associated entitlements for those employees with young families. If you require any further detail please refer to your manager.

1. Maternity Leave and Pay Time off During Pregnancy

If you are pregnant you are entitled to reasonable time off work with pay to attend for ante-natal care at appointments made on the advice of a registered medical practitioner, registered midwife or registered health worker. Proof of appointments with your GP, Consultant or Midwife may be required.

Employees are also entitled to unpaid time to accompany a partner to up to two ante natal appointments during pregnancy (up to six and a half hours maximum per appointment) if the employee is the baby's parent, the expectant mother's spouse, in a long term relationship with the expectant mother or the employee is the intended parent. Proof of appointments may be required and authorisation can be refused where it is reasonable to do so.

You must give the Company as much notice of the appointment as possible.

If you are absent due to a pregnancy related illness or condition at any time after the 4th week before the Expected Week of Childbirth ("EWC"), your maternity leave will commence automatically at that time. The Company will, however, consider waiving the application of this statutory requirement in the case of very short absences.

2. Maternity Leave Entitlement

All employees are entitled to take up to 52 weeks maternity leave. Such leave can commence at any time after the 11th week before the EWC.

During maternity leave, in accordance with legislation, your terms and conditions of employment and personal benefits (excluding remuneration which may include the right to bonus payments if applicable) continue to apply. For example holiday entitlement will accrue during your leave.

2.1 Notification Requirements

In order to qualify for maternity leave you should confirm to the Company by the 15th week before the EWC (or if this is not possible, as soon as reasonably practicable) that:

- you are pregnant
- your expected week of childbirth
- written confirmation of the date on which you intend to start maternity leave

An employee can give 28 days' notice (or if 28 days is not possible, as much notice as reasonably practicable) of a change to the date on which maternity leave is to start. In order that the

Company can make appropriate cover arrangements, however, it would be appreciated if as much notice as possible could be provided.

Within 28 days of receiving notification of the intended date of maternity leave the Company will confirm to you the date on which you are expected to return – i.e. after 52 weeks of leave. (Expected Return Date)

If you are returning on the actual end date of your leave (after 52 weeks) you are not required to give notice of your date of return to work. The Company will therefore assume that you will be returning on that date. Again, however, in order to make appropriate arrangements it would be appreciated if you could confirm your intention to return.

If you are planning to return on a date that is **earlier** than the end date of your 52 weeks leave, then 8 weeks' notice is required. If you fail to give such notice then the Company is entitled to delay your return until such notice expires or the end date of your maternity leave, whichever is the earlier.

If you do not intend to return to work after maternity leave you are required to give notice of termination of your employment as set out in your contract of employment.

2.2 Keeping in Touch Days (“KIT”)

We may make reasonable contact with you from time to time during your pregnancy.

Before your return to work we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return to work.

In addition, you may attend work (including attending training) for up to 10 days during maternity leave without bringing your maternity leave or SMP entitlement to an end. The arrangements, including pay, will be arranged by agreement.

You are not obliged to undertake any such work during maternity leave and in any case you must not work at all in the two weeks following birth.

2.3 Statutory Maternity Pay

Employees who have been employed with the Company for 26 weeks at the 14th week before EWC are entitled to Statutory Maternity Pay (“SMP”).

SMP is for 39 weeks. The first 6 weeks @ the Higher SMP Rate (90% of your average weekly earnings) followed by 33 weeks @ the Lower SMP Rate (currently as at April 2019 the lesser of £148.68 per week (earnings threshold is currently £118 per week in order to qualify) or 90% of your average weekly earnings.)

If you have not been employed for the required time you may be entitled to Maternity Allowance. You can check this with your local benefits office.

2.4 Returning to work

You must return to work on the Expected Return Date unless you tell us otherwise. If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the Expected Return Date if you request annual leave or parental leave, which will be at our discretion.

You are normally entitled to return to work in the position you held before starting maternity leave, and on the same terms of employment. However, if you have taken AML 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.

If you want to change your hours or other working arrangements on return from maternity leave you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

If you decide you do not want to return to work, you should give notice of resignation in accordance with your contract

3. Paternity Leave and Pay

Employees who have been employed not less than 26 weeks at the 15th week before EWC, and are married to, or a partner of, a person who has given birth to a child/children are entitled to Paternity Leave of one week or two consecutive weeks in duration. It cannot be taken in instalments.

Such leave entitlement arises at any time within 56 days after the EWC or the actual date of birth of the child.

The employee should give written notice of the intended date of paternity leave and how much leave he has elected to take by the 15th week before the EWC. However, 28 days' notice (or if this is not possible, as much notice as is reasonably practicable) of a change to the intended date may be given.

Statutory Paternity Pay for qualifying employees is currently (as at April 2019) £148.68 per week (earnings threshold is currently £118 per week in order to qualify) or 90% of weekly earnings whichever is lower.

4. Shared Parental Leave

The information below outlines the arrangements for shared parental leave and pay in relation to the birth of a child. If you are adopting a child please refer to your manager who will confirm the provisions applicable to Shared Parental Leave in relation to adoption cases.

The definitions in this paragraph apply to the provisions set out below;

- **Expected week of childbirth (EWC):** the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.

- **Parent:** One of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father).
- **Partner:** your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.
- **Qualifying Week:** the fifteenth week before the EWC.

5.1 Shared parental leave

5.1.1 You may be entitled to Shared Parental Leave (SPL) and Statutory Shared Parental Pay (ShPP) if you are having a baby or adopting a child.

5.1.2 SPL and ShPP gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

5.2 Entitlement to SPL

5.2.1 You are entitled to SPL in relation to the birth of a child if:

- you are the child's mother, and share the main responsibility for the care of the child with the child's father (or your partner, if the father is not your partner);
- you are the child's father and share the main responsibility for the care of the child with the child's mother; or
- you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

5.2.2 The following conditions must also be fulfilled:

- you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
- the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and

- (c) you and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.

5.2.3 The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).

5.2.4 If you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth.

5.2.5 If you are the child's father or the mother's partner, you should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

5.3 Opting in to shared parental leave and pay

5.3.1 Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving:

- (a) your name and the name of the other parent;
- (b) if you are the child's mother, the start and end dates of your maternity leave;
- (c) if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
- (d) the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
- (e) how many weeks of the available SPL will be allocated to you and how many to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);
- (g) how many weeks of available ShPP will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (. This indication will not be binding at

this stage, but please give as much information as you can about your future intentions; and

- (i) declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and ShPP.

5.4 Ending your maternity leave

5.4.1 If you are the child's mother and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your maternity leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least two weeks after birth.

5.4.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph 5.3) or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

5.4.3 The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.

5.4.4 The curtailment notice is binding and cannot usually be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:

- (a) if you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
- (b) if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or
- (c) if the other parent has died.

5.4.5 Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme, unless you revoked it in the circumstances in paragraph (b) Above.

5.4.6 Ending your partner's maternity leave or pay

5.4.7 If you are not the mother, and she is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once she has either:

- (a) returned to work;
- (b) given her employer a curtailment notice to end her maternity leave;

- (c) given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
- (d) given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

5.5 Evidence of entitlement

5.5.1 You must also provide on request:

- (a) A copy of the birth certificate (or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); and
- (b) The name and address of the other parent's employer (or a declaration that they have no employer).

5.6 Booking your SPL dates

5.6.1 Having opted into the SPL system you will need to give a period of leave notice telling us the start and end dates of your leave. This can be given at the same time as your opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of your leave. You must also state in your period of leave notice the dates on which you intend to claim ShPP, if applicable.

5.6.2 If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.

5.6.3 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see paragraph (c) .In exceptional circumstances we may allow you to give more than three periods of leave notices but there is no obligation for us to do so.

5.7 Procedure for requesting split periods of SPL

5.7.1 In general, a period of leave notice should set out a single continuous block of leave. We may, in some cases, be willing to consider a period of leave notice where the SPL is split into shorter periods (of at least a week) with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

5.7.2 You must submit a period of leave notice setting out the requested pattern of leave at least eight weeks before the requested start date. If we are unable to agree to your request straight away, there will be a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached an agreement, you will be entitled to take the full amount of requested SPL as one continuous block,

starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave).

5.7.3 Alternatively, you may:

- (a) choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
- (b) withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).
- (c) Changing the dates or cancelling your SPL
- (d) You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.
- (e) You can change the start date for a period of leave, or the length of the leave, by notifying us in writing at least eight weeks before the original start date and the new start date.
- (f) You do not need to give eight weeks' notice if you are changing the dates of your SPL because your child has been born earlier than the EWC, where you wanted to start your SPL a certain length of time (but not more than eight weeks) after birth. In such cases please notify us in writing of the change as soon as you can.
- (g) You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date and the new end date.
- (h) You can combine split periods of leave into a single continuous period of leave by notifying us in writing at least eight weeks before the start date of the first period.
- (i) You can request that a continuous period of leave be split into two or more discontinuous periods with periods of work in between. We will consider any such request as set out in paragraph 5.7.

5.7.4 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:

- (a) the variation is a result of your child being born earlier or later than the EWC;
- (b) the variation is at our request; or
- (c) we agree otherwise.

5.8 Shared parental pay

5.8.1 You and your partner may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SMP or MA claimed by you or your partner) if you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week (15th week before due date) and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid by employers at a rate set by the government each year. You may need to share the pay in the first year after your child is born or placed with your family.

ShPP is paid at a rate for qualifying employees (as at April 2019) of £148.68 per week or 90% of weekly earnings, whichever is lower.

5.9 Other terms during shared parental leave

5.9.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

5.9.2 Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.

5.9.3 If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform your manager that you wish to make up any shortfall.

5.10 Keeping in touch

5.10.1 We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

5.10.2 You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with your manager.

5.10.3 You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.

5.11 Returning to work

- 5.11.1 If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If you have already given us three periods of leave notices you will not be able to end your SPL early without our agreement.
- 5.11.2 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written period of leave notice at least eight weeks before the date you were due to return to work. If you have already given us three periods of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of the business.
- 5.11.3 You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if 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, but only in the following circumstances:
- (a) if your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
 - (b) if you took SPL consecutively with more than four weeks of ordinary parental leave.
 - (c) If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
 - (d) If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.
- 5.11.4 If you have any queries in respect of The Shared Parental Leave provisions or their application please refer to your manager.

5. Adoption Leave and Pay

Similar provisions to Maternity and Paternity leave and pay apply in cases where employees have adopted a child. For further details please refer to your manager.

6. Parental Leave

Employees, male or female, with responsibility for the care of children can elect to take unpaid parental leave of up to 18 weeks between the birth of a child and the child's 18th birthday.

The employee may only take up to 4 weeks off in any one year and only in blocks of at least one week at a time. Please refer to your manager for full details of how to take this entitlement.

Employees also have the right to time off for family emergencies as detailed above in the Leave for Emergency Family Reasons section above.

Employee Handbook – 2019 edition