

EMPLOYEE HANDBOOK



SouthEast Focus Care Limited

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WELCOME TO OUR TEAM

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

This Employee Handbook is designed both to introduce you to our organisation and to be of continuing use during your employment and we ask that you carefully study the contents of this Employee Handbook

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

GENERAL TERMS & PROCEDURES

Data protection

The General Data Protection Regulation (GDPR) and the current Data Protection Act 2018 regulates our use of your personal data. As an employer it is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.

Confidentiality

All information that:

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

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

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

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

Use of computer equipment

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

- The introduction of new software must first be checked and authorised by your Line Manager before general use will be permitted.
- Only authorised staff should have access to the Company's computer equipment.
- Only authorised software may be used on any of the Company's computer equipment.
- Only software that is used for business applications may be used.

- No software may be brought onto or taken from the Company's premises without prior authorisation;
- Unauthorised access to the computer facility will result in disciplinary action; and
- Unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

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

The internet system is available for legitimate business use and matters concerned directly with the job being done. Unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal.

The E-mail system is available for communication and matters directly concerned with the legitimate business of the Company. Unauthorised or inappropriate use of the E-mail system may result in disciplinary action which could include summary dismissal.

We reserve the right to monitor all e-mail/internet activity by you for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements. This includes monitoring of any additional accounts you may be requested to set up for the purposes of performing your work tasks, which are subject to the same rules as your work email account.

Information acquired through such monitoring may be used as evidence in disciplinary proceedings. Monitoring your usage will mean processing your personal data. You may read more about the data we hold on to you, why we hold it and the lawful basis that applies in the employee privacy notice

Use of social networking sites

Any work related issue or material that could identify an individual who is a customer/client or work colleague, and/or which could adversely affect the Company, a customer/client or our relationship with any customer/client must not be placed on a social networking site. This means that work related matters must not be placed on any such site at any time either during or outside of working hours and includes access via any computer equipment or mobile device.

Health and safety

You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately. You should report all accidents and injuries at work, no matter how minor, to your Line Manager. You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

Standards of dress

As you are liable to meet members of the public/customers/clients, it is important to present a business-like and professional image through your attire and personal appearance at work.

Our dress code is as follows: Blue Polo T-shirt with company logo (Provided by the company at least 2 at a time), black trousers, and dark color-closed footwear. You can wear a jacket outside the client's premises. For infection control purposes ensure that your clothing is bare below the elbow during the process of providing care to our clients

Changes in personal details

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

Time off

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

Behavior at work

You should behave with civility towards fellow employees, and no rudeness will be permitted towards customers or members of the public. Objectionable or insulting behavior or bad language will render you liable to disciplinary action.

You should use your best endeavors to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.

Any involvement in activities which could be construed as being in competition with us is not allowed.

Behavior outside of work

Because the business demands employees of the highest integrity, we have the right to expect you to maintain these standards outside of working hours. Activities that result in adverse publicity to us, or which cause us to lose faith in your integrity, **may give us grounds for your dismissal.**

Maternity/paternity/adoption leave and pay.

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

Parental/shared parental leave

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

Time off for dependents

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

Bereavement leave

Reactions to bereavement may vary greatly according to individual circumstances and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with your manager and agree on appropriate time off.

Shortage of work

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

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

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

Keyholding/alarm setting

If you are an allocated key holder, you must ensure that all procedures and guidelines are followed when securing the building prior to leaving. The keys and any security measure such as alarm codes must be always kept safe. You must not give the keys or alarm code to any third party unless authorisation is obtained from your manager. Any loss or damage caused because of your failure to follow procedures or your negligence in ensuring the safekeeping of the keys and alarm code will result in disciplinary action which could lead to your summary dismissal. We also reserve the right to deduct the cost of any loss, repair or replacement from any monies owing to you.

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

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

Closed-circuit television

Closed-circuit television cameras are used on our premises for security purposes. We reserve the right to use any evidence obtained in this manner in any disciplinary issue. We will ensure all personal data obtained in this way is processed in line with the current Data Protection Act. You may refer to the employee privacy notice for more information on the data we hold, the reasons we hold it, and the lawful basis that applies.

Other employment

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

- Working hours.
- Competition, reputation, and credibility.
- Conflict of Interest.
- Health, safety, and welfare.

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

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

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

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

Hygiene for food handlers

You must ensure that you strictly always comply with our hygiene rules and regulations.

You must wash your hands under running water immediately before commencing work, after using the toilet, after handling raw foods, chemicals, or rubbish, after blowing your nose, and after smoking. You must never sneeze or cough over food.

You must not prepare raw and cooked foods in the same area. Perishable food and drink must be kept at the appropriate temperature.

Waste should be disposed of appropriately and safely in line with recycling requirements. Fruit and vegetables must be thoroughly washed before use.

All tools, utensils, and equipment including non-disposable tea towels must be kept scrupulously clean and sanitised, and washed between sessions.

All Tools, utensils and equipment including non-disposable tea towels must be stored in a clean, sterile place. Any cut or burn on the hand or arm must be covered with an approved visible dressing.

Head or beard coverings and overalls/uniforms, where provided, must be always worn. Kitchen wear must not be worn outside the workplace.

Long hair must be always tied back when in the kitchen/food handling areas.

No jewellery should be worn, other than a plain band ring, e.g. wedding ring and one pair of stud earrings.

You should not wear excessive amounts of make-up, perfume or aftershave and nail varnish should not be worn. Nails should be kept short and clean.

You must not chew gum or eat when handling food. Staff are to interact professionally during your duties. Inappropriate or unwelcome jokes, singing, or whistling are not recommended in the client's residence.

If you are suffering from an infectious or contagious disease or illness, or have a bowel disorder, boils, skin or mouth infection, you must not report for work without clearance from your own doctor.

Contact with any person suffering from an infectious or contagious disease must be reported and you must have clearance from your own doctor before commencing work.

Vehicle use

You must be in possession of a current driving license to drive on our business.

Your driving licence must be produced for scrutiny by [Authority to drive vehicle] when required. Alternatively, we may require you to provide us with the ability to access your driving licence details online.

If you are using your own car for business purposes, you must ensure that your car insurance provides adequate cover. Proof of adequate insurance (i.e. business insurance), Driving Licence, Tax and an MOT Certificate must be produced for scrutiny by the Organisation, upon renewal and at any time when so requested.

We will not be held responsible for any fines (e.g. parking, speeding, etc.) incurred by you whilst working for us.

It is illegal to use a mobile phone whilst driving (without a hands-free set). It is our company policy that you should not use any mobile phones whilst driving or in the client's residence.

Personal relationships

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

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

SICKNESS REPORTING PROCEDURE

Notification of incapacity for work

You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than 12 hours. Text messages and e-mails are not an acceptable method of notification. Other than in exceptional circumstances notification should be made personally, to registered manager.

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

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

Evidence of incapacity

In cases of incapacity of less than 7 calendar days, you will be required to self-certify.

If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay.

Subsequently you must supply us with consecutive medical certificates to cover the whole of your absence.

Payments

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

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

Return to work

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

HOLIDAY BOOKING PROCEDURE

Your annual holiday entitlement is shown in your individual contract of Employment.

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

The Company use BrightHR to manage annual leave. Any leave request must be made through BrightHR, at least two weeks ahead of the first day of the leave period requested.

If you would like to cancel any pre-booked annual leave, you should discuss this with your line manager. However, please be aware that the Company is under no obligation to allow you to change or cancel any previously booked holiday.

WHISTLEBLOWING

Policy statement

This organisation encourages a free and open culture in dealings between its managers, employees and all people with whom it engages in business and legal relations. This organisation recognises that effective and honest communication is essential if concerns about breaches or failures are to be effectively dealt with and the organisation's success ensured.

This policy is designed to provide guidance to all those who work with or within the organisation who may from time to time feel that they need to raise certain issues relating to the organisation with someone in confidence.

Workers who in the public interest raise genuine concerns under this policy will not under any circumstances be subjected to any form of detriment or disadvantage as a result of having raised their concerns.

Procedure

The Employment Rights Act 1996 provides protection for workers who 'blow the whistle' where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure has to be "in the public interest". We encourage you to use the procedure to raise any such concerns. The matters that may be disclosed in this way are:

- 1) the committal of a criminal offence
- 2) a failure to comply with any legal obligation.
- 3) a miscarriage of justice
- 4) a breach of health and safety rules causing danger to any individual
- 5) damage to the environment
- 6) concealment of information tending to show any matter falling within any one of the preceding paragraphs.

There is no need for a worker to prove that the breach or failure that they are alleging has occurred or is likely to occur; a reasonable suspicion will suffice, ie where the worker reasonably believes that the information disclosed is substantially true. Workers should, however, note that they are not entitled to make a disclosure if in so doing they commit a criminal offence.

If a worker wishes to raise or discuss any issues which might fall into one of the categories listed in clause (1), they should contact [*name of senior manager*], or, in their absence [*name of alternative senior manager*]. This person will, insofar as is possible, treat the matter in confidence. It is likely that an investigation will be necessary and the worker who has made the disclosure may be required to

attend an investigatory hearing and/or a disciplinary hearing (as a witness). Appropriate steps will be taken to ensure that the worker's working relationships are not prejudiced by the fact of the disclosure.

If a worker reasonably believes that the relevant failure (ie one of the set of circumstances listed above under clause (1)) relates wholly or mainly to the conduct of a person other than someone who works for South East Focus Care Limited then they should make that disclosure to that other person's employer. Also, a worker may make such a disclosure to [Public Concern at Work](#), the leading authority on public interest whistleblowing, if they consider that it has an interest in the matter and, despite the best efforts of the organisation, the worker believes that disclosure within the organisation is inappropriate or has been unsuccessful. Disclosures made to workers' legal advisors while obtaining legal advice will be protected.

Workers should be aware that the policy will apply where they reasonably believe that the information disclosed, and any allegation contained in it are substantially true. If any disclosure concerns information that the worker does not substantially believe is true, or indeed if the disclosure is made for personal gain, then such a disclosure will constitute a disciplinary offense for the purposes of the organisation's disciplinary policy and procedures and may constitute gross misconduct for which summary dismissal is the sanction.

While the organisation hopes that such disclosures will never be necessary, it also recognises that it may find itself in circumstances that are new to it. Each case will be treated on its own facts.

A worker who makes a disclosure is protected from detrimental treatment by the organisation, by a co-worker or by an agent of the organisation. An employer is vicariously liable for detrimental treatment. If this occurs, it should be raised immediately with the line manager so that the matter can be investigated thoroughly without undue delay. Detrimental treatment includes, for example, harassment and bullying or not complying with a person's rights and entitlements under their contract of employment.

A worker is also protected from dismissal by the organisation for making a protected disclosure.

CAPABILITY PROCEDURES

Introduction

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

Job changes/general capability issues

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

If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal.

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

Personal circumstances/health issues

Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances, this can be most easily obtained by asking your own doctor for a medical report.

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

Appeal

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

If you wish to exercise this right, you should apply either verbally or in writing normally within five working days to your Manager.

Short service staff

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

DISCIPLINARY PROCEDURES

Rules covering unsatisfactory conduct and misconduct

You will be liable to disciplinary action if you are found to have acted in any of the following ways (These are examples only and not an exhaustive list.):

- 1) failure to abide by our general health and safety rules and procedures.
- 2) rudeness towards customers, members of the public or other employees, objectionable or insulting behavior, harassment, bullying or bad language.
- 3) failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours.
- 4) unauthorised use of E-mail and Internet.
- 5) persistent absenteeism and/ or lateness.
- 6) unsatisfactory standards or output of work.
- 7) unauthorised use or negligent damage or loss of our property; and
- 8) failure to carry out all reasonable instructions or follow our rules and procedures.

Serious misconduct

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

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

Rules covering gross misconduct

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. Examples of offences that will normally be deemed as gross misconduct include serious instances of:

- 1) Theft or fraud;
- 2) physical violence or bullying;
- 3) deliberate damage to property;
- 4) deliberate acts of unlawful discrimination or harassment;
- 5) breach of the anti-bribery policy

- 6) breach of trust and confidence;
- 7) possession, or being under the influence, of drugs* at work; and
- 8) breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

*For this purpose, the term 'drugs' is used to describe both illegal drugs and other psychoactive (mind-altering) substances that may or may not be illegal.

Disciplinary action

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

1st Occasion 2nd Occasion 3rd Occasion 4th Occasion

	1st Occasion	2nd Occasion	3rd Occasion	4th Occasion
Unsatisfactory Conduct	Formal verbal warning	Written warning	Final written warning	Dismissal
Misconduct	Written warning	Final written warning	Dismissal	
Serious Misconduct	Final written warning	Dismissal		
Gross Misconduct	Dismissal			

2) Period of Warnings

i) Formal verbal warning: A formal verbal warning will normally be disregarded for disciplinary purposes after a three-month period.

ii)

iii) Written warning: A written warning will normally be disregarded for disciplinary purposes after a six-month period.

iv) Final written warning: A final written warning will normally be disregarded for disciplinary purposes after a twelve-month period.

Disciplinary authority

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

All Employees	
Formal Verbal Warning	Your Manager
Written Warning	Your Manager
Final Written Warning	Your Manager
Dismissal	Your Manager

Appeal

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

If you wish to exercise this right you should apply either verbally or in writing normally within five working days to your Manager.

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

Short service staff

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

GRIEVANCE PROCEDURE

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

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

If you feel aggrieved at any matter relating to your work you should first raise the matter with your Manager, either verbally or in writing, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at which your grievance will be investigated fully. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.

If you wish to appeal you must inform your manager in writing, within five working days. You will then be invited to a further meeting. Following the appeal meeting you will be informed of the final decision, which will be confirmed in writing.

EQUALITY, DIVERSITY, AND INCLUSION POLICY

Statement of policy

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

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

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

Recruitment and selection

The recruitment and selection process is crucially important to any equality, inclusion, and diversity policy. We will endeavor through appropriate training to strive for an environment in which employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.

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

Job descriptions, where used, will be revised to ensure that they are in line with this policy.

Job requirements will be reflected accurately in any personnel specifications.

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

We will not confine our recruitment to areas or media sources that provide only, or mainly, applicants of a particular group. All applicants who apply for jobs with us will receive fair treatment and will be considered solely for their ability to do the job.

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

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

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

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

We offer specific training to our staff members to ensure selection decisions will not be influenced by any perceived prejudices.

Training and promotion

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

Monitoring

We will maintain and review the employment records of all employees to monitor the progress of this policy. Monitoring may involve: -

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

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

PERSONAL HARASSMENT POLICY AND PROCEDURE

Introduction

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

Personal harassment takes many forms but whatever form it takes, it is unlawful under the Equality Act 2010 and will not be tolerated. This policy will be reviewed regularly to ensure it remains up to date and to monitor its effectiveness.

Scope

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all those who work for us. This includes employees,

workers, agency workers, volunteers, and contractors in all areas of our Company, including any overseas sites.

Definitions

Harassment

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

Unwanted conduct can include:

- 1) spoken words.
- 2) banter
- 3) written words
- 4) posts or contact on social media.
- 5) imagery
- 6) graffiti
- 7) physical gestures
- 8) facial expressions
- 9) mimicry
- 10) jokes or pranks
- 11) acts affecting a person's surroundings.
- 12) aggression, and
- 13) physical behavior towards a person or their property.

Sexual harassment

This is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating, or offensive environment for that person.

- 1) sexual comments or jokes
- 2) displaying sexually graphic pictures, posters, or photos
- 3) suggestive looks, staring or leering.
- 4) propositions and sexual advances
- 5) making promises in return for sexual favors
- 6) sexual gestures
- 7) intrusive questions about a person's private or sex life or a person discussing their own sex life.
- 8) sexual posts or contact on social media.
- 9) spreading sexual rumours about a person
- 10) sending sexually explicit emails or text messages, and
- 11) unwelcome touching, hugging, massaging, or kissing.

Less favorable treatment for rejecting or submitting to unwanted conduct.

This occurs when:

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

Circumstances which are covered

This policy covers behavior which occurs in the following situations:

- 1) a work situation
- 2) a situation occurring outside of the normal workplace or normal working hours that is related to work, for example, a working lunch or social event with colleagues.

- 3) outside of a work situation but against a colleague or other person connected to the Company, including on social media.
- 4) against anyone outside of a work situation where the incident is relevant to their suitability to carry out the role.

Complaining about personal harassment

Informal complaint

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

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

Formal complaint

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

- 1) the name of the alleged harasser.
- 2) the nature of the alleged harassment.
- 3) the dates and times when the alleged harassment occurred.
- 4) the names of any witnesses; and
- 5) any action already taken by you to stop the alleged harassment.

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

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

reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

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

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

Disciplinary action

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

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

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

Third party harassment

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

Should you be subjected to third party harassment, you are encouraged to report this as soon as possible to a Director.

Should a client harass a member of our workforce, they will be warned that continued provision of our service to them will cease if they are to act in a similar way again. Should their behavior recur, they will be informed that our service to them will cease. Any criminal acts will be reported to the police.

ANTI BRIBERY POLICY

The Bribery Act came into force on 1 July 2011. It creates various new offences, including an offence which can be committed by commercial organisations that fail to prevent persons associated with that organisation from committing a bribe on their behalf. This applies regardless of whether the person works or commits the offence in the UK or any other country in which the organisation operates.

The act sets out two general offences of bribing and being bribed, which are committed when someone.

- Offers, promises, or gives another person a bribe.
- Requests, agrees to receive, or accepts a bribe.

A bribe is described as the provision of a financial or other advantage in connection with a person performing a function “improperly”. These offences are not new but are restated more clearly than under previous law.

The organisation and its directors are committed to the prevention of bribery by those employed and associated with it. The organisation is committed to carrying out business fairly, honestly, and openly, with zero-tolerance towards bribery.

This policy applies to all those employed by and associated with the organisation.

Policy

Offering bribes

The organisation expressly prohibits any person employed by or associated with it from offering, promising, or giving any financial or other advantage to another person where it is intended that the advantage will bring about improper performance by another person of a relevant function or activity, or that the advantage will reward such improper performance.

The organisation prohibits any person employed by or associated with it from offering, promising, or giving any financial or other advantage to another person where it is believed that the acceptance of the advantage offered, promised or given in itself constitutes the improper performance of a relevant function or activity.

Accepting bribes

The organisation expressly prohibits any person employed by or associated with it from requesting, agreeing to receive or receiving any financial or other advantage

with the intention that a relevant function should be performed improperly as a result of the advantage or as a reward for performing the relevant function improperly.

The improper performance of a relevant function in anticipation of receiving financial or other advantage is also prohibited.

Gifts and Hospitality

The Bribery Act 2010 does not seek to prohibit **reasonable and proportionate** hospitality, advertising, sponsorship and promotional or other similar business expenditure, as it is recognised that it constitutes an established and important part of doing business. This does not constitute bribery where it is proportionate and recorded properly.

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

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

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

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

This policy is subject to review and the Company reserves the right to amend this policy without prior written notice.

TERMINATION OF EMPLOYMENT

Resignations

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

Terminating employment without giving notice

If you terminate your employment without giving or working the required period of notice, as indicated in your contract, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment.

You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay if you fail to give or work the required period of notice.

Return of our property

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

Return of vehicles

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

Garden leave

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

During any period of garden leave you will continue to receive your full salary and any other contractual benefit

Declaration

I have read and understand the Employee Handbook and confirm my agreement to its contents.

I accept that unless otherwise stated the Handbook forms part of my Contract of Employment and I will keep myself informed of its contents. I also accept that the information contained in this issue of the Handbook is only correct at the date given on the Employee Handbook updates page.

I accept that I will not always be issued with a new copy of the Handbook when changes or amendments are made to it. Such changes may be made to the agreed master version available as indicated.

Signed (employee):

Date:

Signed (on behalf of the

company) Position:

Date: