

Employee Handbook



AO UK Site Addresses and Contacts

AO World Plc. / AO Retail Ltd

AO Park
5A The Parklands
Lostock
Bolton
BL6 4SD
Tel: 01204 672922
E-mail: PeopleTeam@ao.com

Elek Direct

Unit G/G
14 – 16 Gilnow Mill Industrial Estate
Spa Road
Bolton
BL1 4SF
E-mail: humanresources@ao.com

Expert Logistics Outbases

Potters Bar

Axis 23, Cranborne Road
Cranborne Industrial Estate
Potters Bar
Hertfordshire
EN6 3JN

Leeds (Garforth)

Procter Bros Yard
Isabella Road
Garforth
LS25 2DY

Avonmouth

C/O Excel / DHL
Smoke Lane
Avonmouth
Bristol
BS11 0YA

Exeter

Unit 46, Greendale Business Park
Woodbury Salterton
Exeter
EX5 1EW

Manchester Aftercare Division

Baskerville House
New Bailey Street
Salford
M3 5FS
Tel: 0161 235 0450
E-mail: PeopleTeam@ao.com

Expert Logistics Ltd Head Office

Weston Road
Crewe
CW1 6BF
Tel: 01270 754830
Email: hr.admin@expertlogistics.co.uk

Croydon

Unit 6, Commerce Park
Commerce Way
Croydon
CR0 4YL

Larkhall

Canderside Toll
69 Swinhill Road
Larkhall
ML9 3PJ

Spennymoor

Unit 1
Westerton
Bishop Auckland
DL14 8AH

Yaxley

Unit 7, Broadway Business Park
Peterborough
PE7 3EN

Contents

Introduction.....	1
About Us.....	1
Our Sites.....	1

SECTION 1 - JOINING THE COMPANY

Induction Documents.....	3
Criminal Record Declarations.....	3
P45.....	3
Eligibility to work in the UK.....	3
Driving Licence.....	4

SECTION 2 - CONDITIONS OF EMPLOYMENT

Policies.....	5
Probationary Period.....	5
Hours of Work.....	5
Timekeeping.....	5
Overtime.....	5
Time Sheets.....	5
Working Time Directive.....	5
Notice Period.....	5
Change in Personal Circumstances.....	6
Alteration to Rules.....	6
Notice Boards.....	6
Dress Code.....	6
Salaries.....	6
P60.....	7
P11D.....	7
Tax Queries.....	7
Attachment of Earnings.....	7
Group Pension.....	7
Retirement.....	7
Confidentiality Agreement.....	7
Data Protection.....	8
Attendance Bonus.....	8
Holiday Entitlement.....	8
Holiday Pay.....	8
Notification of Holidays.....	8
Refusal of Holidays.....	9
Holiday Carry Over.....	9
Statutory Holidays / Public Holidays.....	9
Christmas / New Year Shutdown.....	9
Absence from Work.....	9
Statutory Sick Pay (SSP).....	10
Medical Appointments.....	10
Compassionate Leave.....	10
Jury Service.....	10
Religious Holidays and Festivals.....	11
Armed Forces.....	11
Trade Union Membership and Recognition.....	11
Private Trading / Buying or Selling Goods.....	11
Health and Safety at Work.....	11
Employee Responsibilities	11

<i>General Risk Assessments</i>	12
<i>Display Screen Equipment</i>	12
<i>Eye Care Vouchers</i>	12
<i>Pregnant Worker Risk Assessments</i>	12
<i>Personal Protective Equipment</i>	12
<i>Accidents at Work</i>	13
<i>First Aid</i>	13
<i>Medical Information</i>	13
<i>Hygiene</i>	13
<i>Fire Evacuation Procedure</i>	13
<i>Employers Liability Insurance</i>	13
<i>Substance Misuse</i>	14
<i>Security</i>	14
<i>Responsibility for Materials and Equipment</i>	14
<i>Damage and Interference</i>	14
<i>Company Property</i>	14
<i>Personal Property</i>	14
<i>Right of Search</i>	14
<i>Landlines/Mobile Phones</i>	15
<i>Conveniences</i>	15

SECTION 3 - COMPANY POLICIES AND PROCEDURES

<i>Company Expectations</i>	16
<i>Privacy Notice</i>	16
<i>Disciplinary Policy and Procedure</i>	17
<i>Grievance Policy and Procedure</i>	26
<i>Equal Opportunities Policy</i>	28
<i>Bullying and Harassment Policy and Procedure</i>	28
<i>Attendance Management Policy and Procedure</i>	30
<i>Adverse Weather Policy</i>	35
<i>Maternity Leave Policy and Procedure</i>	35
<i>Paternity Leave Policy and Procedure</i>	35
<i>Shared Parental Leave Policy and Procedure</i>	35
<i>Adoption Leave Policy and Procedure</i>	36
<i>Paternal Leave Policy and Procedure</i>	38
<i>Time off for Dependants Policy</i>	40
<i>Flexible Working Policy and Procedure</i>	41
<i>Stress Policy and Procedure</i>	44
<i>Performance Management Policy and Procedure</i>	45
<i>Qualifications Policy and Procedure</i>	48
<i>Redundancy Policy and Procedure</i>	49
<i>Security Policy</i>	50
<i>Email and Internet Usage Policy and Procedure</i>	52
<i>Company Mobile Phone Policy</i>	55
<i>Company Car Policy</i>	57
<i>Expenses Policy</i>	57
<i>Anti-Bribery Policy and Procedure</i>	58
<i>Whistle-blowing Policy and Procedure</i>	58
<i>Smoking Policy and Procedure</i>	60
<i>Social Media Policy</i>	61
<i>Senior Manager & Certification Regime (SM&CR) Policy</i>	63
<i>Appendix</i>	65

Introduction

This handbook has been designed as a guide for you to refer to during your employment with the Company.

The “Company” refers to AO World Plc. and all subsidiary companies including AO Retail Ltd and Expert Logistics Ltd.

The aim of this handbook is to provide you with information about the Company, and the policies and procedures which the Company follows. It is not intended to cover every situation or to explain everything about the terms and conditions of your employment.

This handbook, in conjunction with your Contract of Employment, sets out the terms and conditions of your employment; therefore it is important that you read and understand all of the information provided, as any breach may be treated as a disciplinary issue.

Several of the most frequently used policies are included in this handbook. Full details of all other policies referred to in this handbook can be obtained from the HR Team, who will supply you with any further information should the need arise.

From time to time we will make additions or amendments to your terms and conditions of employment, benefits, policies and procedures. You will be notified of any changes and issued with any updates to the handbook as necessary. If you have any queries about anything contained within the handbook or you require any further information please contact the HR Team.

About Us

AO are one of the UK's largest white goods retailers. The AO World Plc family consists of our Bolton Head Office (AO Park), our Aftercare Division based in Manchester, our delivery specialists - Expert Logistics based in Crewe, and our refurbishment specialists Elek Direct based in Bolton. Each team with one mission in mind – amazing customer service!

Our CEO John Roberts set up the business back in 2000. Over a drink one night, he bet a friend £1 that he could change the way consumers buy white goods. True to his word, our appliances firm is now one of the largest in the UK and continues to grow, with fresh new ideas to keep our customer's experience amazing.

Our motto is simple – we're devoted to happy! Happy customers make for a happy team and a happy environment, so we always go the extra mile to ensure this is the case. From unexpected gifts, to team fun days, little treats to huge parties, our employees all share the same passion... “Work Hard, Play Hard!”

Our Sites

AO Park

Our Bolton-based Head Office is a fun, free-thinking and creative environment bursting with some of the latest cutting-edge equipment and technologies. We ensure our teams have the tools they need to remain at the forefront of the white goods market, as well as plenty of break-time perks to help them recharge.

Based over five floors, AO Park is home to our creative Marketing Team who manage our advertising, social media and TV advert campaigns; our dedicated Contact Centre to guide our customers through their purchases; through to the IT, HR, Finance and Purchasing teams (to name but a few), who keep our business operating like a well-oiled machine.

Aftercare Division

Based in Manchester's City Tower and overlooking Piccadilly Gardens, this office is one of fun loving, big thinking and crammed with the latest technology with the buzz of the city on their doorstep!

Our dedicated Aftercare Division ensures our customers have sufficient aftercare cover, the latest information regarding their appliances, and a friendly phone call to check that they're enjoying their new purchase.

Expert Logistics

Expert Logistics ensure that our products get from A to B safely, efficiently and with a smile. Our Crewe-based warehouse holds our wide range of stock, ready to be dispatched as soon as an order is placed.

Our efficient Operations Team co-ordinate our very own fleet of delivery drivers and installation experts to ensure that our products arrive swiftly to the customer, and are fitted to professional standards.

Elek Direct

Founded in 2008 and based in Bolton, Elek Direct have been in partnership with AO for many years and in 2014 they joined the AO group. Elek Direct specialise in refurbishing electrical items. Their team of busy staff refurbish many of AO's customer returns ready for re-sale at a lower index than market value.

1. Joining the Company

AO Welcome Pack Documents

On joining the Company you will be required to provide us with certain information. It is important that you do this accurately and promptly. If you require any assistance completing your Induction Pack or obtaining any relevant documentation, please contact the People Team.

Criminal Record Declarations

The Company welcomes ex-offenders as part of its Equal Opportunities Policy, however it is important that if you have a conviction which is not 'spent' you advise the HR Team immediately, or complete the Criminal Record Declaration Form which will be included in your Induction Pack.

Dependent upon the nature of your role, you may be required to undergo a formal CRB check through Disclosure Scotland, which the Company will pay for.

It is also important that you inform the People Team of any subsequent convictions acquired during your employment, including any driving offences.

P45

Please provide us with your P45 as soon as possible to ensure you are paid using the correct tax code. If you cannot provide your P45 you may go onto an emergency tax code until we receive it, or you can complete a P46 which will be included in your Induction Pack.

Eligibility to Work in the UK

Your offer of employment is conditional on proving your eligibility to work in the UK in accordance with immigration legislation. It is therefore important that you provide your eligibility to work documentation as soon as possible or on your first day of employment.

If you fail to provide the relevant documentation following reasonable requests you may be sent home without pay.

One of the following documents will ensure your eligibility to work in the UK when provided alone:

- A passport showing that you are a British citizen, or have a right of abode in the UK;
- A document showing that you are a national of a European Economic Area (EEA) country or Switzerland. This must be a national passport or identity card;
- A residence permit issued by the UK to you as a national from an EEA country or Switzerland;
- A passport or other document issued by the Home Office which has an endorsement stating that you have a current right of residence in the UK as the family member of a national from an EEA country or Switzerland;
- A passport or other travel document endorsed to show that you can stay indefinitely in the UK, or that you have no time limit on your stay;
- A passport or other travel document endorsed to show that you can stay in the UK, and that this endorsement allows you to do the type of work we are offering if you do not hold a work permit;
- An application registration card issued by the Home Office stating that you are permitted to take employment.

If you do not hold any of the documents shown in the list above, you can prove your eligibility by providing a combination of documents as shown below:

Combination A

- A document that shows your permanent National Insurance number and name.

In addition to this document, you must also provide one of the following:

- A full birth certificate issued in the UK which includes the names of the holder's parents;
- A birth certificate issued in the Channel Islands, the Isle of Man or Ireland;
- A certificate of registration or naturalisation stating that you are a British citizen;
- A letter issued by the Home Office which indicates that you can stay indefinitely in the UK, or that you have no time limit on their stay;
- An immigration status document issued by the Home Office with an endorsement indicating that you can stay indefinitely in the UK, or that you have no time limit on your stay;
- A letter issued by the Home Office which indicates that you can stay in the UK and which states that you are also allowed to do the type of work we are offering.

OR

Combination B

- A work permit or other document showing approval to take employment that has been issued by Work Permits UK.

In addition to this document, you must also provide one of the following:

- A passport or other travel document endorsed to show that you are able to stay in the UK and can take the work permit/employment in question;
- A letter issued by the Home Office confirming that you are able to stay in the UK and that you can take the work permit/employment in question.

Driving Licence

Where you are required to drive a Company vehicle, a copy of your driving licence will be held on your Personnel File. We will, at regular intervals, ask you to produce your licence in order for us to hold accurate and up-to-date information.

2. Conditions of Employment

Policies

All policies outlined in this handbook can be located on the Company Intranet, or alternatively you can request full copies of all policies from the HR Team.

Probationary Period

Please refer to your Contract of Employment for full details of your probationary period.

Hours of work

Working hours within the Company vary depending upon the department and the type of work being undertaken. You will have been notified of your hours of work at your interview, and these will have been confirmed in your Offer Letter and your Contract of Employment.

Timekeeping

The Company regards good timekeeping as essential and failure to maintain a satisfactory standard may be subject to disciplinary action. Timekeeping is monitored in line with the Attendance Management Policy.

Overtime

Overtime, unless otherwise agreed, will be paid at the rate of time and a half for each hour worked. Any hours worked as overtime, unless otherwise agreed, cannot be taken as hours in lieu of payment.

Please refer to your Contract of Employment for confirmation of your entitlement to payment for overtime.

Time Sheets

If you are on a Phased Return to Work Plan, employed on a Zero Hours Contract, or are working "KIT" days, you will be required to accurately record your working hours by completing the required timesheets.

These timesheets are to be submitted in to the Payroll Department before 9.30am every Monday morning. Timesheets are located on the Company Intranet, but can also be obtained from the Payroll Department.

Timesheets can be submitted via email to:

payroll@ao.com / payroll.team@expertlogistics.co.uk

Working Time Directive

As a company, we commit to complying with the Working Time Directive which provides employees' rights and employer obligations relating to work and rest including:

- Limits on average weekly working times;
- Minimum rest periods;
- Paid annual leave.

Notice Period

The notice you are entitled to receive from the Company, and the notice you are required to give to the Company to terminate your employment is detailed in your Contract of Employment. All notifications must be given by either party in writing.

Change in Personal Circumstances

In order that records can be kept up to date it is important that both the HR Team and Payroll Department be informed of changes to the following:

- Marital status;
- Bank details;
- Emergency contact details;
- Home address and telephone number;
- Next of kin including name, address and relationship;
- Medical conditions.

Alteration to Rules

The Company retains the right to alter or add to their rules from time to time provided that notice of such alterations or additions is made known to employees. Alterations will be notified no later than one calendar month after the effective date of change.

Notice boards

Notice boards are strategically positioned around the Company. The main notice boards can be found in communal areas. These boards will be used to display essential information, such as vacancies, internal information and matters concerning general interest, thus ensuring everyone is kept up to date with any changes or other relevant details.

Dress code

Employees whose job does not take them into contact with clients and/or customers may wear smart casual clothing to work. Employees who meet with clients and/or customers must present a positive image of the Company at all times, and therefore casual wear may not be appropriate.

It is important to note that, dependent upon the nature of their role, employees may be required to wear a uniform or specific PPE. In these instances, employees must comply with the dress code appropriate for their role unless otherwise specified by their manager.

Any employee who disregards these rules may be subject to disciplinary action. In serious cases, where an employee's appearance is, in the Company's view, unacceptable, the employee will be required to return home to change. In these circumstances, the employee will not be paid for the duration of their absence from work.

Salaries

Full details of your pay arrangements will be detailed in your Contract of Employment. If you change your bank details at any time you must inform the Payroll Department immediately. If you fail to do so, you may not be paid on time.

All employees are paid directly into their nominated bank or building society account. It is therefore vital that you ensure the bank or building society details you provide are accurate.

All sort codes contain 6 digits and account numbers contain 8. If you supply us with the wrong bank details it could take up to a week for the money to be returned to us and, should it go into someone else's account, it is unlikely that this money can then be retrieved. We are not obliged to make a further payment if this occurs.

If you have any queries about your salary you should contact the Payroll Department.

Overpayments

The Company reserves the right to recover any overpayments made to you; however we will discuss and agree the timescales of this with you prior to any recovery taking place.

If you are overpaid please notify the Payroll Department immediately. Failure to report on overpayments may result in disciplinary action.

P60

At the end of each tax year you will receive a P60 showing the total amount of pay you have received during the year, including tax and pension deductions where applicable. You need to keep this form safe, as you may need it in the future for reference purposes. Unfortunately if you misplace this document you will be unable to receive a duplicate copy.

P11D

At the end of each tax year, we are required to inform the Tax Office of the details of any taxable benefits that individual employees have received during the previous tax year. If we are submitting information that is relevant to you, you will receive a copy.

Tax Queries

In order to ensure you are paying the right amount of tax, it is important that you submit a current P45 or a completed P46 when you start work with us. Tax codes are issued by the Inland Revenue. As a company we are unable to change your tax code, therefore if you have a tax query you should contact your Tax Office.

Attachment of Earnings

If the Company is obliged to make an Attachment of Earnings on behalf of any legal body, it reserves the right to deduct from your salary a sum covering any costs incurred.

Group Pension

The Company offer a Group Personal Pension Scheme in line with Government requirements for (Auto Enrolment). You will receive an information pack from the Payroll Department regarding (Auto Enrolment) and more information on the Group Personal Pension Scheme during the first few weeks of your employment.

Please contact the Payroll Department for more information on your pension.

Retirement

We are committed to providing equal opportunities for all our employees, and we recognise the contributions of a diverse workforce, therefore the Company does not operate a compulsory retirement age for its employees.

However, if you decide that you do wish to retire, you must inform your manager and the HR Team in writing as far in advance as possible.

Confidentiality Agreement

Due to the nature of our business, we have in place a Confidentiality Agreement, which forms part of your Contract of Employment.

Confidential information is any documentation or deed either written, oral, visual, electronic or otherwise including (without limitation) software applications, software, processes, customer lists, business plans and knowledge of the existence of any existing or proposed contracts with third parties. All confidential information remains the sole property of the Company.

This confidential information made available to you, shall be received and used only for the purposes relating to business practices. You must treat and safeguard all confidential information as private and confidential and take all necessary action to stop the use or disclosure of any such information in whole or in part, directly or indirectly whatsoever to any other person.

If you have any reason to believe that a breach of the above has or may occur, you must disclose this to your manager and the HR Team immediately.

Details of our internal systems and content are considered to be very sensitive. It is important that you read and understand the Confidentiality Agreement. Any breach of this agreement may be considered as Gross Misconduct.

Data Protection

We recognise the importance of protecting the personal privacy of all employees and the need to safeguard the collection, processing and utilisation of personal information. As a Company we will comply with the relevant provisions of the Data Protection Act.

The Data Protection Act gives you certain rights in respect of the processing of personal data about you that takes place during your employment. You should have the reassurance that information held in connection with your employment will not be used for other purposes without your agreement unless there is an overriding justification.

You may have access to your Personnel File at any reasonable time in accordance with the requirements of the Data Protection Act. All requests must be put in writing to the HR Team detailing specifically what information you require.

Attendance Bonus

Our Attendance Bonus Scheme operates from 1st January – 31st December each year; if you attain 100% attendance throughout the year, excluding pre-agreed annual leave, then you will be rewarded with £200 in your January salary the following year. All payments are subject to tax and national insurance.

Holiday Entitlement

Details of the holiday year and your holiday entitlement are included in your Contract of Employment. Your entitlement will be pro-rated depending on the number of completed months of service during the holiday year. Your full year's holiday entitlement is determined by the total number of hours worked in the year and by your length of service.

Holiday Pay

On leaving the Company any accrued unused holidays will be paid to you in your final pay. However, if you have taken more than your holiday entitlement, this will be deducted from your final salary or from any other sums which may be due to you.

Notification of Holidays

When you wish to take part of your annual holidays, you must receive management approval, which will not be unreasonably withheld, before leave of absence will be granted.

Refusal of Holidays

Should the Company refuse a holiday request because of business needs, the Company will not accept responsibility for any financial commitment made by you prior to the holiday being authorised.

Holiday Carry Over

Holidays cannot be carried over from one holiday year to the next. All entitlements must be taken within the holiday year. No payment will be given for holiday leave outstanding at the end of the holiday year.

Statutory Holidays/ Public Holidays

There are eight public holidays commonly recognised in England, these usually include:

1st January; Good Friday; Easter Monday; the first Monday in May; the last Monday in May; the last Monday in August; December 25th and 26th.

Due to the nature of the business, you may be required to work on public holidays. Should this be the case you will be paid as detailed in your Contract of Employment.

Christmas / New Year Shutdown

In the event that your department does not operate over the Christmas period, you will be required to save a variable amount of your holiday entitlement each year for over the Christmas and New Year shutdown. You will be advised as early as reasonably possible how many days you will be required to save for this purpose. It will change each year depending on where Christmas and New Year's Day falls in the week.

Absence from Work

We recognise that some level of sickness absence may occur during the course of your employment. Sickness absence can only relate to your personal sickness and not that of a dependant. If a dependant falls sick or is injured you may be entitled to unpaid leave.

Should you be unavailable for work due to your sickness you need to contact your manager or the attendance line within one hour of your normal start time; if it is possible and practical to make contact before the start of the shift (e.g. a night or afternoon shift) then you should do so.

You should phone in person, where this is not possible you should arrange for a family member or friend to make contact for you. If you leave a message with a member of staff, you must leave a number for your manager to call you back. You should provide the following information:

- The reason for your absence;
- How long you are likely to be off work for; and
- When you will next make contact.

Please note that sending a text message or leaving a message with Reception is unacceptable and may lead the absence to be classed as unauthorised and pay being withheld. Unauthorised absence may be regarded as Gross Misconduct and may result in disciplinary action being taken against you.

If you are to be absent for more than one day, you need to call your manager or the attendance line every day during the self-certified absence (first 7 calendar days) unless otherwise agreed with your manager. Where the spell of absence lasts for more than 7 days you will need to provide a doctor's note to cover the whole period of your absence.

Please ensure that you send in any medical certificates to the HR Team promptly, this is important for making sure you get paid correctly and on time.

After any period of sickness absence, you will be required to attend an interview with your manager on your return to work. There will be a Return to Work Form to complete which will subsequently be placed on your Personnel File in order for your manager to be able to monitor your periods of absence. Should there be a particular reason for these absences, you should discuss this during the interview with your manager with a view to possibly resolving the problem at that stage.

Should your level of attendance become unacceptable, you may be required to attend a formal Disciplinary Hearing to discuss this in line with the Attendance Management Policy.

A full copy of the Attendance Management Policy can be obtained from the HR Team.

Statutory Sick Pay (SSP)

If you are absent from work due to sickness or injury we will pay you Statutory Sick Pay – provided you meet the qualifying conditions in the relevant legislation, (which is currently three days of any period of incapacity of work) known as waiting days.

For Statutory Sick Pay purposes your qualifying days are your contracted working days.

The HR Team or Payroll Department can advise you of SSP entitlements and conditions upon request.

Medical Appointments

Medical and dental appointments should be arranged outside your working hours, wherever possible. If there are reasons why this is not possible please let your manager know and give as much notice as possible. Your manager may want to see an appointment card. This time taken off will generally be unpaid, unless otherwise agreed by your manager.

Compassionate Leave

At AO, we recognise that unfortunately there may be times when you are unable to come into work due to bereavement or serious illness of a close family member or friend . To help you during these times, you can take up to 5 paid working days in a 12-month period in the event of a bereavement or serious illness of somebody close to you. Each day you need to take, will be paid as a normal working day, without deduction.

Should you require more than 5 days' compassionate leave in any 12-month period, this may be taken as unpaid leave or taken as holiday with approval from your manager.

Jury Service

If you are called upon to do Jury Service you must:

- Inform your manager;
- Send the court document to the HR Team and on return of the document from them send it back to the court;
- Attend your Jury Service as requested;
- Make sure your manager registers the fact that you are absent due to Jury Service on the system.

The Company will pay your basic salary for a maximum period of two weeks.

Whilst on Jury Service, the court may pay you for your time. Employees are obliged to process the claim and all costs including any allowances must be reimbursed to the Company. The Company reserves the right to deduct from your salary any financial loss paid directly to you from the courts.

Religious Holidays and Festivals

The Company will not discriminate against anyone on the grounds of religious belief and will take into account any religious beliefs when implementing change.

Reasonable leave will be granted if you wish to take time off for a religious festival or observe your religious beliefs – you should agree with your manager how this will be handled. You may take it as holiday, unpaid leave or you may be required to make up the lost time. If the request is for less than a day it may be more practicable for you to agree to make the time up. Such requests will normally only be made for recognised religions. You should follow the same process for booking any such time off as you would for normal holiday. As with holidays, any such requests require the authorisation of your manager.

Armed Forces

Members of the United Kingdom Reserve Forces (Territorial Army, Royal Air Force Volunteer Reserve etc) who are requested to attend a fortnight's annual training camp, the Company will pay the employee for one week. This is subject to receiving certification by the relevant Commanding Office. You may wish to take the remaining week as annual leave or unpaid leave.

Leave will only be granted providing your absence does not adversely affect business operations and is authorised by the relevant manager. The same process and entitlements will also apply if you are a Special Constable.

Trade Union Membership and Recognition

The Company has no formal agreement with any Trade Union, but it does recognise your right either to join or not to join a Trade Union of your choice. All Trade Union representatives will be asked to provide the relevant identification upon arrival.

Private Trading / Buying or Selling Goods

Employees are reminded that they are paid to work on company business and that they must not conduct or use the Company's equipment for any other business of their own, including the buying and selling of goods without seeking prior permission from their manager.

Employees are reminded that they are not to buy or sell goods on their own or anyone else's behalf on company premises that fall outside the rules of the Staff Sale Policy, as they are paid to work on company business during working hours.

Health and Safety at Work

Whilst at work you have a duty to take reasonable care for the health and safety of both yourself and others who may be affected by you. You must comply with the health and safety rules and procedures relating to your job. A copy of the Company's Health and Safety Policy Statement can be obtained from the Health and Safety Department or from the HR Team.

Employee Responsibilities

It is the duty of every employee to ensure that they work in a way that is safe for themselves, other members of staff and the public in the work environment. Each employee is responsible for co-operating with the Company and observing instructions and advice on health and safety matters.

There is a general duty for all employees to report to their manager all matters which they consider to be a hazard to health and to take such immediate action as is necessary and reasonable to render such hazards safe. Employees have a duty to work safely, in the way that they have been trained. Employees must use all equipment provided in a safe manner. Any damage to or missing equipment must be reported immediately. Employees must always wear any protective clothing when advised to do so.

General Risk Assessments

A risk assessment is a careful examination of what could cause harm to employees in the workplace. We will ensure that hazards are identified and that suitable and sufficient risk assessments are undertaken on all of the business' undertakings. Where possible, identified hazards will be eliminated; otherwise the risks associated with the hazards will be reduced to as low as is reasonably practicable and those affected will be informed of the significant findings of the risk assessments.

The Company will ensure that those undertaking risk assessments are competent to do so and are provided with adequate time, resources and support. Employees should report any hazards that they discover to their manager, who will inform the Health and Safety Department so that remedial steps can be taken to reduce any harm.

Display Screen Equipment

In line with the general medical/scientific advice on working with equipment concerned with information technology, which involves viewing screens, all VDU work stations will be assessed within the first 3 months of the operator's employment.

The assessments are carried out by the operator's manager. Once complete, the findings of the assessment will be submitted to the Health and Safety Department, who will decide what reasonable adjustments need to be made, if any.

If you are in constant attendance at a screen, you should organise your work so that you have natural breaks throughout the working day.

Eye Care Vouchers

If you require spectacles to correct defects or deterioration arising from the use of the screen, the Company will provide you with an Eye Care Voucher which will entitle you to a free Eye Test at any Vision Express branch, and a discount of up to £45.00 off any spectacles you purchase. Spectacles required for general deterioration of eyesight and existing conditions are excluded from this arrangement.

Please contact the HR Team for more information on Eye Care Vouchers.

Pregnant Worker Risk Assessments

The Company is required to carry out risk assessments to assess the workplace risks to women who are pregnant, have recently given birth or are breastfeeding. If necessary, the Company will provide these employees with information as to any risks identified.

If a risk assessment reveals that the employee would be exposed to health hazards in carrying out her normal duties, the Company will take such steps as are reasonably necessary to avoid those risks, such as altering the employee's working conditions. In some cases, this may mean offering the employee suitable alternative work (if available) on terms and conditions that are not substantially less favourable.

Personal Protective Equipment

The Company will provide whatever PPE is required for you to carry out your job. However, it is your responsibility to look after such equipment and maintain it to an acceptable condition.

The Company may charge for irresponsible and flagrant damage to PPE when you need to replace it. Any defects should be reported to your manager.

Accidents at Work

You must immediately report to your manager any accidents or dangerous incidents at work, however minor, particularly where any form of personal injury or damage is involved. It is also your duty to report to your manager any safety hazard, such as defective equipment, and to warn others if necessary. You must not engage in any working practice you know to be unsafe. A report of all accidents must be recorded in the Accident Book which is located in Reception as soon as possible.

First Aid

In the event that you need medical assistance at work, you should contact a qualified First Aider. The qualified First Aiders are listed on the Company Intranet and are also displayed on the Health and Safety Notice Board in communal areas.

First Aid Equipment is available in all areas of the building and your manager will advise you on where it is kept. Report any usage to Reception, so that First Aid Boxes can be replaced.

Medical Information

If upon joining the Company, you declare that you have a medical condition or suffer from any ailment, a member of the HR Team may request to meet with you to obtain further information, and to determine if there are any alternations to your working environment which need to be made in order to assist you.

We may need to disclose the details of your condition to key members of staff and First Aiders as necessary, however where possible we will seek your consent before doing so. All medical information will be kept on your Personnel File and treated as strictly confidential.

If there is any information you consider important to your health and welfare whilst in work, or there are any changes to your health whilst you are employed by the Company, it is important that you make this known to the HR Team who will update your medical records and advise the First Aiders as necessary.

Hygiene

Any employees suffering from an infectious or contagious disease must have clearance from their doctor before starting work. In each case, the HR Team should be notified and the written clearance from your doctor handed in as soon as practicable.

Any personal protective clothing issued to you by the Company must be worn at the relevant times. Failure to do so may result in disciplinary action.

Fire Evacuation Procedure

You should make yourself familiar with the Fire Evacuation Procedure. A copy of this can be found in communal areas, on the Company Intranet or from a member of the Health and Safety Department. It is important for you to know where the assembly points are and which escape routes to use from the building in which you work.

Employers Liability Insurance

This covers all employees for death or injury from an incident whilst working for the Company, but is only payable if the Company is found to have been negligent, in its role as an employer, and a duty of care was owed. This insurance, which is a statutory obligation, should not be confused with “Death in Service” insurance.

Substance Misuse

No employee shall be at work under the influence of alcohol, illegal drugs or controlled substance. Anyone doing so will be suspended immediately (with pay), pending an investigation which may lead to dismissal for Gross Misconduct. In addition to the legal implications such individuals could pose a liability to both themselves and their colleagues.

Security

The care of employees, company premises, goods, and equipment – including the sensible treatment of such items – is a matter of concern for us all. We have some rules to safeguard our property and the interests of everyone employed in the Company. In addition to these rules, we assume that everyone will behave in a reasonable and responsible manner and observe all duties under the law.

Responsibility for Materials and Equipment

Employees are responsible for materials and equipment entrusted to them and will be expected to guard such against being lost, stolen, damaged or destroyed. If a member of staff requires a locker then they must inform the Facilities Department. This locker must be kept in good order. The Company accepts no responsibility for damage or theft of personal belongings stored in them.

Damage and Interference

Employees shall not damage or interfere with any materials, machines, apparatus or any other property on company premises.

Company Property

Removal of any company property from company premises or vehicles without authorisation will be regarded as Gross Misconduct and may result in dismissal and possible prosecution.

If you leave the Company, you must return to your manager any books, documents, keys, laptop, phone, access card, “boogie board” or any other property which may have been issued for the purpose of carrying out your work, or for any other reason.

Personal Property

Whilst we will take all reasonable precautions, we are unable to accept responsibility for personal belongings brought onto the premises. You are not covered by our insurance and you are therefore advised to take out your own insurance to cover your personal belongings whilst at work.

Right of Search

All employees must be prepared to be searched by an authorised person at any time. The search can be made of

- Outer clothing;
- Any item being carried;
- Locker, desk or drawers;

- Any vehicle being used on company property;
- Any vehicle being used to enter or leave company premises.

You have the right to have any search or inspection carried out in the presence of a third party and/or in a private area. Wherever possible, an outer-clothing search will be carried out by an employee of the same gender. Failure to agree to take part in a search may be regarded as a disciplinary offence. Anyone found to be in unauthorised possession of goods may be dismissed.

Landlines/Mobile Phones

Company telephones should be used only for business purposes. If you do need to make personal phone calls these must be kept to a minimum both in number and in length. Wherever possible, employees must get prior authorisation from their immediate manager before proceeding with the call.

Personal mobile phones must not be used during working hours (unless in cases of emergency).

Conveniences

It is the policy of the Company to ensure the health, safety and welfare of all its employees and visitors, so far as is reasonably practicable. We recognise the need to provide a safe, clean and hygienic working environment and that this includes the provision of sufficient sanitary conveniences.

The toilets are located in a communal area of the building on each floor and are used by other visitors to the premises but are a reflection on our business.

To ensure that suitable and sufficient washing and sanitary conveniences are maintained, you should adhere to the following:

- Use the toilets only for their intended purpose;
- Ensure that all facilities are left in a clean and tidy order;
- Report any damages, blockages or other defects to the Facilities Team immediately.

3. Company Employment Policies and Procedures

Company Expectations

As a matter of course the Company expects all employees to behave in a manner conducive to accepted behaviour such as:

- Be punctual and keep within lunch and break times;
- Minimise absenteeism;
- Be helpful, polite and co-operative to all those with whom you have contact with;
- Comply with the Company rules and regulations that are implemented around the buildings and within individual departments;
- Comply with the terms and conditions that are set out within your Contract of Employment;
- Be loyal to the Company. You must not have any other involvement with any companies, clients or agents that are in direct or indirect competition with the Company;
- Whilst the Company accepts that it cannot control the behaviour of its employees outside working hours, your behaviour will become an issue if it brings the Company or its name into disrepute.

Please remember:

- If adverse publicity brings the Company's name into disrepute, which results in loss of orders, loss of faith in the Company or a loss of faith in individuals' integrity by a client which causes loss of faith in the Company, then disciplinary proceedings will be instigated;
- Disciplinary proceedings will only take place after a full investigation of the facts. If suspension is necessary, you will receive your basic pay until the investigation is complete, although the Company's rules governing disciplinary hearings and appeals still apply.

Privacy Notice

AO is responsible for deciding how we hold and use personal information about you. AO is required under the data protection legislation to notify you of the information contained in this Privacy Notice. AO is committed to protecting the privacy and security of your personal information. The General Data Protection Regulation contains the overarching principle that all personal data should be processed lawfully, fairly and transparently. Individuals have the right to understand how personal data relating to them will be processed at the time that they provide the data to the organisation which will hold and use the personal data.

The purpose of the Privacy Notice is to set out in a clear and comprehensive manner details of how any of the companies within the AO Group in the UK will collect and use personal information about you before, during and after your working relationship with AO.

The Privacy Notice applies to all current and former employees, workers and contractors in the AO Group in the UK. AO keeps and processes information about you during the normal course of its business. This is your personal data. Collection of your personal data starts during the recruitment process, takes place continuously during the course of employment, and continues after your employment with AO ends. AO is committed to being clear about how it collects and uses your personal data and also to providing clarity on what your rights are in respect of your personal data.

Personal data or personal information means any information about an individual from which that person can be identified. It does not include data where identity has been removed (anonymous data). There are certain types of more sensitive information which require a higher level of protection, such as information about a person's health or sexual orientation. Information about criminal convictions also requires this higher level of protection.

AO collects, processes, stores and uses a range of personal information about you. This may include if appropriate, amongst other things:

- Personal contact details such as your name, address and other contact details, including email address and telephone number;
- date of birth;
- marital status and information about your dependants;
- the terms and conditions of your employment;
- location of your employment or workplace;
- information provided by you during your application to AO which may include your Curriculum Vitae, covering letter, email correspondence, reference and details and results of any assessments undertaken by you during the recruitment process;
- details of your qualifications, skills, experience and employment history, including start and end dates and gross salary / tax deducted, with previous employers and with AO;
- details of any agreed salary reviews;
- details of any training undertaken while you are an employee;
- recordings of telephone calls received or made by you in the course of your employment;
- in certain circumstances details of your driving licence (and a copy of such document) and any driving convictions;
- information about your remuneration, including entitlement to benefits such as pensions or insurance cover;
- participation in any share plans or savings schemes and the administration of such plans and schemes;
- information about any deductions to be made from your remuneration including but not limited to the cycle to work scheme;
- information about any non-contractual benefits that apply to you;
- photographs and CCTV images of you;
- data from access swipe cards;
- your car registration number plate;
- details of your bank account and national insurance/social security number;
- information about your next of kin and emergency contacts;
- identification information (including a copy of your driving licence, birth certificate, passport, national identity card, Work Permit or Visa, marriage certificate and/or utility bills);
- information about your credit history;
- where applicable, proof of your address history;
- where applicable (and in line with Senior Managers & Certification Regime legislation), information on your past and current directorships and other information to support your 'fit and proper' assessment (for Senior Managers and Certified staff);
- information about any student loan you may have;
- details of your schedule (days of work and working hours) and attendance at work (including by biometric means such as hand print or finger print);
- details of periods of leave taken by you, including (but not limited to) holiday, family leave and sabbaticals, and the reasons for the leave;
- details of any disciplinary or grievance procedures in which you have been involved, including any warnings issued to you and related correspondence;
- assessments of your performance, including appraisals, performance reviews and ratings, performance improvement plans and related correspondence;
- information about your use of AO's information and communications systems;
- your leaving date and any reason for you leaving;
- correspondence with or about you

The full Privacy Notice can be found on the AO Intranet site

Disciplinary Policy and Procedure

This policy does not form part of your Contract of Employment other than those elements required by legislation.

The continued success of the Company depends on you maintaining the highest standards of conduct.

The Disciplinary Policy is designed to provide a framework to ensure you are given every opportunity to improve and meet the required standards. However, there may be occasions when you experience difficulties in achieving these standards and in such cases the Disciplinary Policy may apply. The policy complies with best practice, as defined by the ACAS Code of Practice.

Policy

The Company's aim is to encourage improvement in individual conduct. This procedure sets out the action, which will be taken when the Company's rules are breached.

Principles

The procedure is designed to establish the facts quickly and to deal consistently with disciplinary issues. No disciplinary action will be taken until the matter has been fully investigated.

When disciplinary action becomes necessary, at every stage the employee will be:

- Advised of the nature of the complaint;
- Given the opportunity to state their case;
- Given the opportunity to be represented or accompanied by a fellow employee or trade union representative of their choice;
- Given the right of appeal against disciplinary action;
- Given at least 24 hours working notice to attend a disciplinary hearing unless otherwise agreed;
- Given written outcome confirming any sanction imposed.

The procedure allows for the application of progressive levels of discipline except in a case of Gross Misconduct, or where the incident, occurrence or continued conduct justifies a decision to start the procedure at a stage other than "Stage 1".

An employee will not normally be dismissed for a first breach of discipline, except in the case of Gross Misconduct, when the penalty will normally be dismissal without notice and without pay in lieu of notice. The procedure may be implemented at any stage if alleged misconduct warrants such action.

The policy will be applied in accordance with the Company's Equal Opportunities and Diversity Policy.

Informal Discussions

Where appropriate, the manager will make every effort to resolve the matter by conducting informal and formal discussions with the employee. Where this fails to bring about the desired improvement the formal disciplinary procedure will be implemented.

Investigatory Meetings

In all cases, an investigation into the facts of the case will be carried out. This may include a number of investigatory meetings with relevant employees, including those under investigation, to ascertain and check relevant facts. If an employee is suspended, they will still be required to co-operate with an investigation.

In some cases a different department may carry out the investigation. All investigatory meetings will be minuted and may be used as part of the disciplinary case file (which employees will have a right to see if a disciplinary hearing is deemed necessary).

Any requests to be accompanied to an investigatory meeting will not be unreasonably refused. However, requests to delay investigatory meetings because a companion is not available will not be granted. A companion's role in an investigatory meeting will be limited to a supportive role – they may not address the meeting, ask questions or answer on the employee's behalf.

Accompaniment

At all stages of the disciplinary hearing (or any subsequent appeal), the employee will have the right to be accompanied by an employee employed by the Company or a Trade Union representative.

A 'companion' may address the hearing (with statements, submissions etc), they may confer with the employee, and request adjournments. They may ask questions to the disciplinary chair; however they may not answer questions on the employee's behalf.

It is the employee's responsibility to ensure their companion is available at the time of the hearing and is willing to accompany them. If the companion is unavailable, the employee must propose an alternative date and time, providing it is reasonable and no later than 5 working days after the date arranged by the manager.

Formal Procedure

This procedure is intended to be used as a guide; however the Company reserves the right to assess each example of misconduct on an individual basis and issue appropriate sanctions accordingly.

Formal Procedure

This procedure is intended to be used as a guide; however the Company reserves the right to assess each example of misconduct on an individual basis and issue appropriate sanctions accordingly.

Stage 1: Formal Verbal Warning

If, despite informal and formal discussions, conduct does not meet acceptable standards, the employee may be given a Verbal Warning by their manager. A copy of the warning will be kept on the employee's Personnel File, but will lapse after 6 months subject to satisfactory conduct.

Stage 2: Written Warning

If there is no improvement in standards, if a further offence occurs, or if a first offence is sufficiently serious to justify it, a Written Warning may be given.

This will state the reason for the warning and a note that, if there is no improvement after a reasonable period of time, a Final Written Warning may be given. A copy of the Written Warning will be kept on file; however the warning will lapse after 12 months subject to satisfactory conduct.

Stage 3: Final Written Warning

If conduct remains unsatisfactory or if the misconduct is sufficiently serious to warrant only one Written Warning, then a Final Written Warning may be given. It will be made clear that any recurrence of the offence, or other serious misconduct within a period of 12 months, may result in dismissal. A copy of the warning will be kept on file; however the warning will lapse after 12 months subject to satisfactory conduct.

Dismissal and Alternative Sanctions

If the employee's conduct is still unsatisfactory and the employee is still failing to reach the prescribed standards, dismissal will normally result. Employees will be provided with written reasons for dismissal, the date on which their employment terminated and the right of appeal.

Alternatively, the manager may decide to demote or transfer the employee instead of dismissing them. In these cases, the employee must agree to the terms and conditions of the demotion or transfer prior to the changes being made. If an employee agrees to be demoted or transferred the appeal process does not apply.

Types of Dismissal

Dismissal with Pay in Lieu of Notice: Rather than ask an employee to work their notice, a payment will be made equivalent to what they would have received had they worked their notice. Such a payment is taxable and subject to national insurance deductions. Their last day of employment is the date the dismissal decision is made.

Dismissal with Notice: In this case, notice is given the employee that they are to be dismissed and their last day of employment will be the last day of their contractual notice period. The period of notice commences upon the date dismissal is confirmed. All normal pay and benefits continue throughout the notice period. In some circumstances, you may be required to work your notice.

Summary Dismissal: In the cases of Gross Misconduct, the last day of employment is the date that the dismissal decision is made. No further payment in respect of pay or benefits will be made and no notice (or pay in lieu of notice) is given other than unused accrued annual leave

Warnings

All disciplinary sanctions will be confirmed to the employee in writing within 10 days following the date of the disciplinary hearing. The outcome letter will confirm the nature of the offence, the action required of you to improve (if appropriate), and the timescales over which the required improvement must be achieved.

The nature of the disciplinary action imposed, the likely consequences or further misconduct, and the length of time that the warning will remain active will also be outlined in the letter.

Disciplinary Offences

The following are examples of conduct which may constitute misconduct or Gross Misconduct, and which may lead to disciplinary action being taken. These lists are not exhaustive and may include other offences that the Company may regard as misconduct or Gross Misconduct.

Examples of Misconduct and Gross Misconduct

If, after an investigation has been concluded, it is deemed that the employee has committed an offence of the following nature (the list is not exhaustive), the normal consequence will be a disciplinary sanction or in the cases where Gross Misconduct is proven, dismissal.

Misconduct

Misconduct includes but is not limited to:

- Unsatisfactory attendance;
- Unsatisfactory timekeeping;
- Unauthorised absence;
- Conduct likely to offend customers, suppliers, visitors or employees of the Company
- Insubordination and/or failure or refusal to carry out a reasonable management instruction;
- Negligent behaviour/mismanagement likely to cause a loss to the Company, its employees or customers;
- Failure to comply or act in accordance with any current company rule, policy or procedure;
- Failure to accurately account for or take reasonable care of company property, including company vehicles;
- Failure to take adequate security and health & safety measures as laid down by the Company with regards to company products, property, equipment and monies;
- Inappropriate behaviour, including behaviour at company events associated with the Company;
- Damage to company property, premises or facilities;
- Continuous errors in work

Gross Misconduct

Gross Misconduct may include but is not limited to:

- Theft or misappropriation of company, employee, customer property or monies, or collusion with another in the furtherance of such conduct;
- Fraud and/or deliberate falsification of company records
- Unauthorised possession or deliberate misuse of sensitive or confidential information;
- Unauthorised possession or removal of company property or money;
- Wilful or reckless damage to company property;
- Wilful and/or negligent behaviour likely to cause loss to the Company, its employees or its customers;
- Wilful failure to follow a reasonable management instruction;
- Actual or threatened assault on any person;
- Any act or omission which seriously endangers either your health and safety or the health or safety of someone else;
- Deliberate manipulation of company data;
- Miss-selling or providing misleading information to customers regarding the Product Protection Plan;
- Prolonged unauthorised absence;
- Conduct likely to seriously offend customers, suppliers, visitors or employees of the Company;
- Attending work under the influence of alcohol or drugs;
- Any act of bullying, harassment, victimisation or discrimination;
- Failure to comply with the Smoking Policy;
- Any act of Gross Insubordination;
- Any act of Gross Negligence;
- Unauthorised use of a company vehicle;
- Failure to comply with the E-mail and Internet Usage Policy;
- Mismanagement/negligence/incompetence/wilful dereliction of duties;
- Grossly inappropriate behaviour, including behaviour at events associated with the Company;
- Engaging in work relating to the company's business for any other person or company without prior authorisation;
- Breach of the Confidentiality Agreement;
- Breach of the Data Protection Act;
- Causing serious distress, mental or otherwise, to other employees;
- Exchanging or being found in receipt of discriminative, pornographic, or offensive material.
- Sexually explicit language and jokes as are racial and religious slurs, and foul/inappropriate language.

Suspension

In cases of alleged Gross Misconduct, or in other cases because of the nature of the alleged offence, employees may be suspended from work on full pay so that a full investigation can be conducted without prejudice. Any period of suspension will be kept to a minimum, although this will vary according to the complexity of the alleged offence. Whilst under suspension the employee may not enter any company premises, unless specifically requested to do so as part of the investigation/ disciplinary process.

Other reasons for Dismissal

There may be instances where an employee cannot continue in their role without contravening the law, (e.g. if they lose their driving licence, or if they do not have, or lose, their right to work in the United Kingdom). In these instances the Company will attempt to redeploy the employee (if appropriate), or make adjustments to their role to enable them to continue performing it. If these, or other reasonable steps, are unsuccessful the Company may dismiss the employee.

Appeals

Employees wishing to appeal against any disciplinary decision must appeal in writing within 10 working days from receiving the outcome letter confirming the disciplinary sanction. Wherever possible a Senior Manager who

was not involved in the original disciplinary hearing will chair the appeal, and decide the case as impartially as possible.

The appeal will be held, whenever possible, by a level of management senior to the manager who chaired the disciplinary hearing. The decision of the appeal hearing is final.

Human Resources

The HR Team will act as advisers to employees and managers on 'best practice', and will aim to facilitate an informal resolution to any issue wherever possible. A HR representative may attend investigation meetings, disciplinary and appeal hearings to ensure fairness and consistency of decisions taken.

A copy of this Disciplinary Policy and Procedure can be obtained from the HR Team.

Grievance Policy and Procedure

This policy does not form part of your Contract of Employment other than those elements required by legislation.

Policy

It is the company's policy to ensure that employees with a grievance relating to their employment can use a procedure designed to resolve grievances as quickly and as fairly as possible.

Principles

The company recognises that from time to time employees may have a grievance or complaint relating to their employment. In this case, the company's policy is to encourage free and informal communication between employees and their managers to ensure questions and problems arising can be aired and, where possible, resolved quickly and to the satisfaction of all concerned.

If the issue cannot be resolved informally, the following procedure should be adopted, except where the matter:

- constitutes an appeal against a disciplinary decision which should be pursued in accordance with the company's Disciplinary Policy; or
- relates to a complaint of harassment, bullying, victimisation or discrimination, which should be pursued in accordance with the company's Bullying and Harassment Policy.

At every stage in the grievance procedure the employee will have the following rights and obligations:

- to submit all grievances in writing, to the appropriate level of management;
- to be accompanied/ represented at all meetings by a work colleague or Trade Union representative;
- to have a grievance hearing arranged within 5 working days of submitting a written grievance (wherever practicably possible);
- to have a response from the manager hearing the grievance within 5 working days of the meeting taking place (wherever practicably possible).

Informal Discussions

If employees have a grievance about their employment they should discuss it informally with their immediate manager. It is hoped that the majority of concerns will be resolved at this stage.

Formal Procedure

Stage 1

If an informal approach has failed to resolve the issue, employees may raise the matter formally with their manager. The manager will normally arrange for the matter to be heard within 5 working days of receiving a letter outlining the complaint. If that manager is the subject of the grievance (or there is some other good reason why it would be inappropriate for that manager to hear the grievance,) then it must be raised with the next level of management (in which case the meeting will normally be held within 10 working days).

Employees should raise the matter in writing, setting out the nature of the complaint and what they are hoping to achieve from raising the grievance. This will facilitate a quicker resolution to the matter. Any supporting documentation should also be sent.

Stage 2

If the employee feels they have not received a satisfactory solution or conclusion to their grievance, they may appeal to the next stage within five working days of receiving the letter confirming the outcome of the Stage 1 meeting.

Details of the employee's right to appeal will be outlined in the outcome letter. When writing their appeal letter, employees should outline the nature of the complaint and what they are hoping to achieve from raising the grievance. Any supporting documentation should also be sent.

The manager hearing the grievance will normally arrange for the matter to be heard within 10 working days of receiving the letter outlining the complaint. In cases where the employee's line manager is a director, e.g. senior managers, "Stage 2" cases will be heard by another director who is unconnected with the case.

Grievance Meetings

The manager hearing the grievance will normally arrange for the matter to be heard within the timescales detailed in Stages 1 and 2; however this may take longer, depending on the complexity of the issue.

In all cases, the manager will confirm, in writing, the date and time of the meeting. In some cases where it may not be necessary to hold a meeting, a resolution may be communicated in writing.

Once the meeting has taken place, the manager will confirm the decision in writing to the employee. This will include the reasons for the decision, together with any action that may be taken as a result of the meeting. This letter will be sent within 10 working days of the meeting taking place. In some cases, it may not be necessary for a meeting to take place, e.g. where matters can be resolved quickly by a phone call, e-mail or letter.

Accompaniment

At all stages employees will have the right to be accompanied by an employee employed by the company or a Trade Union representative.

A 'companion' may address the hearing (with statements, submissions etc), they may confer with the employee, and request adjournments. They may ask questions to the panel; however they may not answer questions on the employee's behalf.

It is the employee's responsibility to ensure their companion is available at the time of the hearing, and is willing to accompany them. If the companion is unavailable, employees must propose an alternative date and time, providing it is reasonable and no later than 5 working days after the date arranged by the manager.

The People Team

The People Team will act as advisers to employees and managers on 'best practice', and will aim to facilitate an informal resolution to any issue wherever possible. A member of the HR Team may attend a grievance hearing to ensure fairness and consistency of decisions taken.

A copy of this Grievance Policy can be obtained from the People Team.

Equal Opportunities Policy

Policy

The Company is committed to complying with all relevant legislation concerning equal opportunities including the Equality Act (2010), Race Relations Act (1976), the Sex Discrimination Act (1975), the Equal Pay Act (1970), the Disability Discrimination Act (1995), the Part Time Workers Regulations (2000) and any code of practice issued pursuant to those statutes.

Employees can be held personally liable as well as, or instead of, the Company for any act of unlawful discrimination. Employees who commit serious acts of harassment may be guilty of a criminal offence. Acts of discrimination, harassment, bullying or victimisation against employees or customers are tantamount to Gross Misconduct, and could lead to dismissal without notice following a disciplinary hearing.

Principles

The Company is committed to maintaining good practice in relation to equal opportunities, and will review their policies in this area on a regular basis in line with legislative changes and best practice benchmarking.

It is therefore company policy that no individual (including job applicants), receives less favourable treatment than another, directly or indirectly, on the grounds of age, sex, marital status, race, religion, colour, ethnic or national origin, nationality, citizenship, disability, sexual orientation, gender reassignment and membership of, or refusal to become a member of, a trade union.

Equal opportunity in the working environment will impact on a number of areas and individuals, therefore the Company will aim to ensure that:

- Recruitment practices and selection procedures are free from discrimination or bias;
- Working practices, career progression and promotion opportunities are free from discrimination or bias;
- Employees are aware of their own personal responsibility in ensuring the support of the policy in practice.

While the Company is responsible for the adoption, implementation and monitoring of related policies; employees are responsible for ensuring discrimination does not occur. Employees are required to demonstrate their commitment to the policy by reading, understanding and abiding by the policy.

Employees have a duty of care to treat each other with respect and dignity particularly in relation to sex, race and disability as defined above. If you witness conduct which breaches the Equal Opportunities Policy it is your responsibility to report this to your manager, and to the HR Team.

A copy of this Equal Opportunities Policy can be obtained from the HR Team.

Bullying and Harassment Policy and Procedure

Policy

The Company is committed to providing a safe and harmonious working environment free from harassment, bullying, victimisation and any other types of behaviour which may make employees feel upset, threatened, humiliated or vulnerable in any way. In addition, this policy details a procedure to resolve any such issues which may arise in relation to the above, whilst providing adequate support to you.

Any behaviour which constitutes bullying and/or harassment will be dealt with under the Company's Disciplinary Policy and, in serious cases, may be treated as Gross Misconduct leading to summary dismissal.

This policy covers bullying and harassment which occurs both in the workplace itself and in settings outside the workplace, such as business trips, events or social functions which are organised for or on behalf of the Company.

Principles

- Matters should be dealt with in a timely manner, taking into account the need for appropriate investigations to be carried out. All parties will endeavour to resolve matters as soon as is reasonably practicable.
- As a general principle, the decision to progress a complaint rests with the employee. However, the Company has a duty to protect all its workers and may pursue a complaint independently if, in all the circumstances, it is considered appropriate to do so.
- Bullying and harassment grievances will be heard at a level of management above the one at which the action complained of was taken or another nominated manager, provided the manager hearing the grievance was not involved in the action complained of.
- Employees raising a bullying and harassment grievance should be able to do so without fear of victimisation.
- All those involved in a bullying and harassment grievance have a duty to act honestly and without malice to anyone else. Individuals raising complaints maliciously may be subject to disciplinary action.
- All cases should be dealt with in a non-discriminatory and consistent way.
- All those involved in a bullying and harassment grievance procedure will respect the confidentiality and privacy of others.
- Whilst efforts will be made to protect the confidentiality of others, if further procedures are invoked, for example an appeal procedure, statements may be disclosable and parties will be advised of such disclosure.
- Where appropriate, information may be withheld in certain circumstances, for example to protect witnesses.
- At any formal meeting, employees have the right to be accompanied by an accredited trade union representative or work colleague, and the employee will be advised of that right prior to the meeting.

Informal Procedure

Employees and managers should make every effort to resolve matters of bullying and harassment informally without recourse to the formal procedure (if appropriate). If the complaint is against the line manager then it should be raised with the next level of management or discussed with the HR Team.

Formal Procedure

If the employee wishes to raise the matter as a formal bullying and harassment grievance then the following procedure will be followed.

Stage 1: Submitting a Bullying and Harassment Grievance

The employee should submit written notification of their bullying and harassment grievance, within 28 days of the action complained of. This notification should include details of the conduct complained of. This time limit may be extended at the discretion of the Company, when circumstances make it impracticable for written notification to be lodged within 28 days.

Stage 2: The Meeting

A meeting will be arranged to hear the employee's bullying and harassment grievance and all parties must take all reasonable steps to attend the meeting. In exceptional circumstances the employee may request that the meeting is postponed. The HR Team will advise whether such a request should be granted.

If appropriate, further meetings will take place to investigate the issues raised. Following the meeting and the conclusion of the investigation, the manager hearing the grievance must inform the employee of their decision in writing, outlining the basis of the decision reached and any action that is involved.

Stage 3: Right of Appeal

If the employee is not satisfied with the outcome of the bullying and harassment grievance they have the right to appeal. All appeals will be conducted in accordance with the Company's Appeals Policy.

A copy of this Bullying and Harassment Policy and Procedure can be obtained from the HR Team.

Attendance Management Policy

Policy

The Company seeks to secure the attendance of all employees throughout the working week. However, it recognises that a certain level of absence may be necessary due to sickness or domestic crises.

It is the policy of the Company to assist managers and employees to address sickness absence to ensure that sickness absence levels are maintained within acceptable levels, and that a fair, consistent and supportive approach is adopted when managing employees who have health problems.

This policy is, by definition, broad because every case of sickness absence will differ. It is therefore important that managers use discretion in the application of this policy when dealing with individual cases.

Principles

The Company has a responsibility to establish effective systems for recording and monitoring attendance in a consistent format. There are various reasons for this, including:

- Identifying possible health problems early resulting in effective management;
- Fulfilling requirements under the Statutory Sick Pay Regulations;
- Identifying attendance patterns, frequency and length of absences.

Employee absence records (e.g. self-certificates, medical certificates, return to work interview forms and meeting notes) will be maintained in accordance with Data Protection Act.

Sickness Absence Reporting Procedure

Absences of 1 to 7 calendar days inclusive

On the first day of absence and each day thereafter, employees must personally report their absence at the earliest opportunity but within at least an hour of their scheduled start time unless there are exceptional circumstances.

Employees are personally responsible for reporting their absence. However, in the event that an employee is unable to personally report their absence, notification will be accepted on their behalf in exceptional circumstances.

As soon as an employee becomes fit to return to work or if they are likely to return to work earlier than anticipated, the employee must report this via their designated absence reporting telephone number.

On an employee's return to work, a return to work interview must be conducted during which a Return to Work Form will be completed.

Absences of 8 calendar days or more

Employees must obtain a medical certificate from their GP and submit this to the Human Resources Department without delay. Failure to submit medical certificates may result in sick pay being withheld.

If an employee does not return to work when the certificate expires, then further consecutive medical certificates must be provided covering all dates of sickness absence.

If an employee is covered by a medical certificate and would like to return to work earlier than anticipated, then a final medical certificate confirming the date the employee is fit to resume duties must be submitted before or on the day of return to work.

On an employee’s return to work, a return to work interview must be conducted during which a Return to Work Form will be completed.

Disciplinary Action

Failure to adhere to the absence reporting procedure will be considered unauthorised absence and may be dealt with in accordance with the Disciplinary Policy and Procedure.

Company Sick Pay

The Company provides a Sick Pay scheme offering an enhanced benefit to staff exceeding statutory requirements. Sickness payments made through this scheme incorporate statutory pay and are calculated on a rolling year basis.

If you are eligible, you must follow the notification of sickness absence procedure and certification requirements as stated within this policy in order to qualify for Company Sick Pay

The Company may withhold Company Sick Pay at its discretion in accordance with this policy.

Company Sick Pay and Statutory Sick Pay eligibility

Eligibility for Company Sick Pay depends on the employee’s length of service. Employees who are not entitled to receive Company Sick Pay may be eligible for Statutory Sick Pay (SSP).

Statutory sick pay is paid in accordance with Statutory Sick Pay (SSP) regulations, and is paid for the first 28 weeks of sickness absence. It is not payable for the first 3 days of absence unless the absence is linked to a previous absence period.

A linked period of absence is where any absence occurs within 8 weeks of a previous absence period.

The statutory qualifying criteria and further information can be found at www.dwp.gov.uk.

Company Sick Pay Entitlement

Length of Service	Basic Pay (Calendar Days)
0 – 6 months service	Statutory Entitlement
6 – 12 months service	1 week’s basic pay
1 – 2 years of service	2 week’s basic pay
2 years or more service	4 week’s basic pay

Payment of Company Sick Pay

Payment of sick pay is not payable for the first 3 days of any absence, and will only be made against satisfactorily submitted fit notes. If an employee is excluded from SSP or their entitlement to Company Sick Pay or SSP has

become exhausted, they will be notified accordingly by the HR Department. In these circumstances, copies of fit notes must still be provided for notification and recording purposes.

The Company has the right to investigate any suspected abuse of sick pay which, if verified, will be referred to the Disciplinary procedure.

Exclusions from Company Sick Pay

If the Company is of the opinion that the reason for the employee's absence is due to the employee's own misconduct or they have taken action that has hindered their recovery, the payment of any sick pay may be suspended. Sick pay shall not be paid in the case of an accident due to active participation in sport as a profession, unless the Company decides otherwise, though SSP may become payable. In any such case, the Company shall inform the employee of the grounds upon which payment of sick pay has been suspended.

If the employee disagrees with the assessment, they may raise the matter through the Grievance procedure.

If an employee has a formal sanction on file in relation to their attendance, they will not be entitled to receive Company Sick Pay.

Unauthorised Absence

Absence that has not been notified according to the above procedures should be treated as unauthorised absence. Unauthorised absence also includes prolonged breaks and taking annual leave without approval.

If a member of staff is unable to follow the above reporting procedure, they should make contact at the earliest possible opportunity.

Unauthorised absence is considered to be misconduct and will be considered in accordance with the Disciplinary Procedure, which could result in the termination of employment.

Appointments

Medical and dental appointments are not considered to be sickness absence. Employees must, therefore, arrange such appointments in their own time or at a time which is least inconvenient to the Company.

Requests for time off to attend medical or dental appointments must be authorised by an employee's manager. Time taken for such appointments will generally be unpaid. Employee attending ante-natal clinics should receive time off in accordance with the Company's Maternity Policy and Procedure.

Timekeeping

Employees must follow the reporting procedures to notify the department of the reason for lateness and expected arrival time. Excessive unexcused tardiness may be addressed via the Disciplinary Procedure.

Punctual timekeeping and attendance at work is a fundamental contractual obligation of the employee. As a Company we are committed to the improvement of staff attendance and punctuality, and aim to tackle this effectively and positively to promote staff morale, team spirit and work output.

Please refer to the full copy of the Attendance Management Policy for more information on Timekeeping.

Short Term Absence

Short term absence is the period of time covered by a self-certificate i.e. up and including seven calendar days. Dependent upon the reasons for absence, excessive short term absences may be addressed via the Disciplinary Procedure.

Please refer to the full copy of the Attendance Management Policy for more information on Short-term Absences.

Long Term Absence

Long term absence is defined as any absence over 4 consecutive weeks (unless the role is based in the warehouse in which case long term absence may be defined as any absence over 2 consecutive weeks).

Each employee's case however will be reviewed as their circumstances progress, with the approach taken being determined by the employee's particular circumstances.

Contact during Long Term Absence

In all cases of long-term absence regular and reasonable contact will be maintained between the manager and the employee. The method and frequency of this contact will depend on the individual's particular circumstances, but may be by telephone, in writing or through meetings at suitable locations.

Consideration will also be given to all options available to facilitate the employee's return to work.

If an employee is continuously absent from work for 4 weeks or more, it may be arranged for the manager and a member of the HR Team to visit the employee at home, at work or at a mutually agreed location to discuss their sickness absence. The purpose of this meeting will be to:

- Reflect the manager's concern;
- Explore how the manager can support the employee to improve their level of attendance;
- Find out the nature and progress of the employee's illness and recovery;
- Discuss what support or assistance can be offered to help the employee return to and remain in work;
- Ensure that the employee is aware that their absence record is giving cause for concern;
- Consider any personal problems the employee may have and explore how the employee can be supported in resolving them; and
- Discuss any concerns or answer any questions the employee might have about their absence.

This is not a disciplinary meeting, however the employee may, if they wish, be accompanied by a trade union representative or a work colleague. The employee will receive reasonable notice (normally 24 hours) of this meeting in writing. The meeting can take place earlier with the employee's agreement.

The employee will receive written confirmation of the outcome of the home visit. In the event of employment coming to end, entitlement to sick pay ceases from the last day of employment.

Medical Reports

During the visit, the manager may request the employee's written consent to allow access to their medical records and/or for the manager to obtain a medical report from the employee's GP. If the employee fails or refuse to provide their consent and no reasonable explanation is provided, the Company may have no alternative but to review the situation without the benefit of any, or limited, medical information.

The giving of false information with regards to sickness is tantamount to Gross Misconduct and this could result in dismissal following a disciplinary hearing. If an employee is found to be abusing the absence management procedure, they may be subject to disciplinary action up to and including dismissal.

Returning to Work

On their return to work after every period of sickness absence, managers will meet with the employee to discuss their absence and to conduct a return to work interview. The purpose of the return to work interview is to ensure that the employee is fit to resume their full range of duties.

During the return to work interview, a Self-certification/Return to Work Form must be completed

Phased Return to Work

There may be occasions particularly after periods of long-term absence when an employee may need additional support to assist their return to full duties. In these circumstances, to help the individual return to and stay in work, a phased return to work may be appropriate.

A phased return to work is a reasonable temporary, short-term adjustment to an employee's work until they are fully able to return to normal duties. In most circumstances, a phased return to work will be agreed for up to 4 weeks (or in line with GP advice). Where it is deemed appropriate, a longer period of phased return may be agreed by the HR Team.

The aim of a phased return to work is to remove or reduce any risks or obstacles that may hinder an employee's return to work following illness. Any phased return to work programme will be planned and agreed between the employee, their manager and a member of the HR Team.

A phased return to work programme will include:

- Clear details of the temporary arrangements;
- Details of targets and timescales;
- Checks that will need to be made to make sure the plan are put into practice;
- The dates when the plan will be reviewed;
- Payment arrangements during the return to work programme.

A phased return to work programme can include:

- A period of refresher training;
- Altering the employee's working pattern or hours of work;
- A gradual build up from reduced hours to full contractual hours over an agreed period of time;
- Changes to an employee's duties;
- A temporary transfer to a different role within the Company;
- Any other appropriate measures.

An employee may request outstanding annual leave in order to extend a phased return to work programme, with the agreement of their manager and the HR Team.

When participating in a phased return to work, an employee will not be regarded as being on sickness absence. If an employee is absent from work as a result of sickness during a phased return to work programme, this must be reported in accordance with the Attendance Management Reporting Procedure.

At the end of the phased return to work programme, it is expected that the employee will return to full, normal duties.

Redeployment

If an employee is unable to continue working in their substantive post for health reasons, their manager, with support of the HR Team, will investigate whether suitable alternative employment opportunities are available to enable the employee to continue working.

Ending Employment

The option to terminate an employee's employment on the grounds of incapacity due to ill health will only be considered after all options for reasonable adjustment or redeployment have been fully investigated and exhausted.

Full details of this Attendance Management Policy can be obtained from the HR Team.

Adverse Weather Policy

Policy

During the winter months extreme weather may seriously delay or prevent employees from attending work. Whilst the Company expects all employees to make all reasonable effort to attend work, there may be some occasions where this is not possible.

Principles

During severe weather, it is vital that the business continues to operate as normally as possible. If you are unable to make it into the office due to adverse weather the following applies:

- Unpaid leave. Any absence will be unpaid
- Annual leave. In certain cases we may give you the option to take this time as annual leave.
- Homeworking. It may be possible for you to work from home during a period of severe weather. This will depend on the nature of your job role and the availability of computer, e-mail and Internet access. If you wish to consider this as an option, it should be discussed with your line manager in advance.
- Overtime. Depending on the nature of your job role, it may be possible to make up this time, e.g. to work an extra hour a day. If you wish to pursue this as an option, you should discuss it with your line manager first. Overtime will be offered in line with the needs of the business and will be paid at single rate.

A full copy of this Adverse Weather Policy can be obtained from the HR Team.

Maternity Leave Policy and Procedure

Policy

This policy sets out employees' entitlements to maternity leave and pay. As the maternity provisions are complex, if an employee becomes pregnant she should notify her manager and the HR Team to ensure that they are followed correctly.

The following definitions are used in this policy:

- "Expected week of childbirth" means the week, starting on a Sunday, during which the employee's doctor or midwife expects her to give birth"
- "Qualifying week" means the 15th week before the expected week of childbirth.

Statutory Maternity Leave

All pregnant employees (regardless of length of service) have the right to take up to 52 weeks' maternity leave and to resume work afterwards. This is made up of 26 weeks ordinary maternity leave and up to a further 26 weeks' additional maternity leave. Additional maternity leave follows on immediately from the end of the period of ordinary maternity leave.

Statutory Maternity Pay

Employees, who have been continuously employed by the Company for at least 26 weeks at the end of their qualifying week and are still employed during that week, will qualify for statutory maternity pay, providing that:

- They are pregnant 11 weeks before the start of the expected week of childbirth (or have already given birth);
- They have provided a MAT B1 form stating their expected week of childbirth;
- Their average weekly earnings are not less than the lower earnings limit for National Insurance contributions.

Statutory maternity pay is payable for up to 39 weeks, with the first six weeks payable at 90% of the employee's average weekly earnings. The remaining 33 weeks is payable at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, whichever is lower.

These payments are subject to PAYE and national insurance deductions. Payment of statutory maternity pay cannot start prior to the 11th week before the employee's expected week of childbirth.

SMP1 Form

Employees who do not qualify for statutory maternity pay may be entitled to receive maternity allowance payable directly from the Government. If an employee is not entitled to statutory maternity pay, the Payroll Department will provide the employee with an SMP1 form to allow her to pursue a claim for maternity allowance.

Company Maternity Package

If the employee has been continuously employed by the Company for 2.5 years prior to the expected week of childbirth they will be entitled to our Company Maternity Package.

Company Maternity Pay

If an employee qualifies for our Company Maternity Package they will receive the first 6 weeks' paid at 100% of their basic salary, the following 12 weeks' paid at 50% of their basic salary and the remaining 21 weeks at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, whichever is lower. These payments are subject to PAYE and national insurance deductions.

Notice requirements

On becoming pregnant, an employee should notify her manager and the HR Team as soon as possible. This is important as there are health and safety considerations for the Company.

By the end of the qualifying week, or as soon as reasonably practicable afterwards, the employee is required to inform the Company in writing of:

- The fact that she is pregnant;
- The expected week of childbirth; and
- The date on which she intends to start her maternity leave.

The employee must also provide a MAT B1 form confirming the expected week of childbirth. The form must have either the doctor's name and address or the midwife's name and registration number on it.

The Company will formally respond in writing to the employee's notification of her leave plans within 28 days, confirming the date on which she is expected to return to work if she takes her full 52-week entitlement to maternity leave.

The employee is required to give at least 28 days' notice of the date that she wants her statutory maternity pay to begin. If it is not possible for the employee to give 28 days' notice, for example if the baby arrives early, she should tell the Company as soon as reasonably practicable.

Time off for antenatal care

Once an employee has advised the Company that she is pregnant, she will be entitled not to be unreasonably refused time off work to attend antenatal appointments as advised by her doctor, registered midwife or registered health visitor.

In order to be entitled to paid time off for antenatal care, the employee may be required to produce evidence of the appointment, such as a medical certificate or appointment card, other than for the first appointment.

The employee should endeavour to give her manager as much notice as possible of antenatal appointments and, wherever possible, try to arrange them as near to the start or end of the working day.

Sickness absence

If an employee is absent from work during pregnancy owing to sickness, she will receive normal statutory sick pay in the same manner as she would during any other sickness absence provided that she has not yet begun ordinary maternity leave. If, however, the employee is absent from work due to a pregnancy-related illness after the beginning of the fourth week before her expected week of childbirth, her maternity leave will start automatically.

Keeping-in-touch days

Employees can agree to work for the Company (or to attend training) for up to 10 days during their maternity leave without that work bringing their maternity leave to an end and without loss of a week's statutory maternity pay. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

The Company has no right to require employees to carry out any work and employees have no right to undertake any work during their maternity leave. Any work undertaken, and the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between employees and the Company.

Returning to work after Maternity Leave

If the employee wishes to return before the full period of maternity leave has elapsed, she must give at least eight weeks' notice in writing to the Company of the date on which she intends to return.

The employee has the right to resume working in the same job if returning to work from ordinary maternity leave. If the employee returns to work after a period of additional maternity leave, she is entitled to return either to the same job or, if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favourable.

If the employee decides during maternity leave that she does not wish to return to work, she should give written notice of resignation to the Company as soon as possible and in accordance with the terms of her Contract of Employment.

A copy of this Maternity Leave Policy and Procedure can be obtained from the HR Team.

Paternity Leave Policy and Procedure

Policy

This policy sets out employees' entitlement to paternity leave and pay. As the paternity provisions are complex, employees should clarify the relevant procedures with their manager or a member of the HR Team to ensure that they are followed.

Ordinary Paternity Leave

An employee whose wife, civil partner or partner gives birth to a child, or who is the biological father of the child, is entitled to two weeks' ordinary paternity leave provided that he/she has 26 weeks' continuous service by the end of the 15th week before the week in which the child is expected.

To qualify for ordinary paternity leave, the employee must also have, or expect to have, responsibility for the upbringing of the child and be making the request to help care for the child or to support the child's mother.

Ordinary paternity leave must be taken in a single block of one or two weeks within eight weeks of the birth or adoption of the child. If the child is born early, it must be taken from the time of the birth but within eight weeks of the expected date of childbirth.

Ordinary Paternity Pay

Pay during ordinary paternity leave will be at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, whichever is lower. However, employees whose average weekly earnings are below the lower earnings limit for national insurance contributions will not be eligible for ordinary statutory paternity pay.

Statutory paternity pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Company Paternity Package

If the employee has successfully completed their probationary period, they will qualify for our Company Paternity Package.

Company Paternity Pay

Employees who qualify for our Company Paternity Package will be entitled to a maximum of 2 weeks paid leave (subject to PAYE and national insurance deductions) and an optional further week of unpaid leave.

Notification of Ordinary Paternity Leave

Where an employee wishes to request ordinary paternity leave in respect of a birth child, they must give their manager 15 weeks' written notice of the date on which their partner's baby is due, the length of ordinary paternity leave they wish to take and the date on which they wish the leave to commence.

In the case of an adopted child, the employee must give written notice of their intention to take ordinary paternity leave no later than seven days after the date on which notification of the match with the child was given by the adoption agency.

On resuming work after both ordinary paternity leave, the employee is entitled to return to the same job as he/she occupied before commencing paternity leave on the same terms and conditions of employment as if he/she had not been absent.

A copy of the Paternity Leave Policy and Procedure can be obtained from the HR Team.

Shared Parental Leave Policy and Procedure

Introduction

Shared Parental Leave (SPL) is a statutory right available to employees who have a new baby or a newly adopted child on or after 5th April 2015. It gives them the option of sharing up to 50 weeks of leave and 39 weeks of pay if they meet the necessary eligibility criteria. The parents can decide to be off work at the same time and/or take it in turns to have periods of leave to look after the child.

Eligibility Criteria

To be eligible for shared parental leave, you (or your partner) must be entitled to maternity/adoption leave, or statutory maternity/adoption pay (or maternity allowance from the Government) and you must share the main responsibility for caring for the child with your partner. In addition, you and your partner will also be required to follow a two-step process to establish eligibility as follows:

Step 1 - Continuity test:

If you are seeking to take shared parental **leave**, one parent/adopter must have worked for the same employer for at least 26 weeks at the end of the 15th week before the week in which the child is due (or at the week in which an adopter was notified of having been matched with a child or adoption) and they should still be employed in the first week that shared parental leave is to be taken.

The other parent/adopter has to have worked for 26 weeks in the 66 weeks leading up to the due date and have earned above the maternity allowance threshold of £30 a week in 13 of the 66 weeks.

Step 2 - Individual eligibility for pay:

To qualify for shared parental **pay** the parent / main adopter must, as well as passing the Continuity test, also have earned an average salary of the National Insurance lower earnings limit or more for the 8 weeks prior to the 15th week before the expected birth / adoption.

If you and your partner meet the eligibility criteria:

- You can effectively “convert” a period of maternity/adoption leave and pay into shared parental leave and pay that can be taken by either parent.
- Your partner can take shared parental leave concurrently with you when you are on maternity leave or shared parental leave.
- Shared parental leave does not have to be taken in a single continuous block; it can be taken in chunks of as little as a week with our agreement.
- When on shared parental leave you will be entitled to the same terms and conditions that would have applied had you been at work, with the exception of pay.
- Shared parental leave may be taken at any time within the period which begins on the date the child is born or date of the adoption placement and ends 52 weeks after that date.

Procedure for Requesting Shared Parental Leave and Pay

Here is how you and your partner should go about opting in to shared parental leave:

1. The mother/main adopter must bring their period of maternity/adoption leave to an end by letting their employer know at least 8 weeks before the date she intends to curtail the leave.

NB maternity leave cannot be brought to an end before the end of the two week (four if you work in a factory) compulsory maternity leave period.

The balance of maternity leave at that point becomes available for the partner to share as shared parental leave. While this notice of curtailment of maternity/adoption leave can be given before or after the birth/placement, if it is given afterwards, the notice is binding. However, if notice is given before, there is a six-week window after the child's birth/adoption, during which a mother/primary adopter who has previously stated she intends to share her leave can change her mind and decide to remain on leave.

2. Both you and your partner should let your respective employers know in writing that you are eligible for and intend to take shared parental leave. You should also give an indication of how much shared parental leave and pay each parent intends to take and when. As you are one of our employees, please complete the form at Appendix 1.
3. If requested, within 14 days of letting us know about your intention to take shared parental leave, you should provide us with a copy of the child's birth certificate, or if this is not yet available, confirmation from your midwife or GP of the date of the child's birth. In the case of adoption you should provide details of the adoption agency, the date you (or your partner) were informed of the adoption match, and the expected date that the child will be placed with you. You must provide the information requested within 14 days.
4. The information about how and when you and your partner are intending to take shared parental leave is non-binding – you are free to change your minds about how leave and pay are to be allocated between you by letting your employers know of the variation in writing. To do this, please complete the form at Appendix 2. We will need at least 8 weeks' notice of each period of leave, and you can submit a total of three requests. That is you can take up to three periods of shared parental leave.
5. If you submit a request for a single continuous period of shared parental leave (e.g. a single block of 12 weeks) this will be granted automatically.
6. If you submit a request for discontinuous leave (e.g. 6 weeks shared parental leave followed by 2 weeks at work followed by another 6 weeks shared parental leave etc.) we may need to discuss with you whether our business can support such a work pattern. If it cannot we will try to agree an alternative arrangement with you, or we may need to refuse the request.
7. We may ask you to stay in touch with work during your shared parental leave. This could be for training purposes, meetings or just to keep generally up to date with the business. You can work for up to 20 days without bringing your period of shared parental leave to an end.

Any days worked do not extend your leave period. When you work you will receive your normal rate of pay inclusive of any shared parental pay. You are under no obligation to undertake any work during your shared parental leave period, and we are under no obligation to offer you any work. These 20 days are in addition to the 10 days available during maternity or adoption leave.

8. While on shared parental leave you will continue to accrue your normal holiday entitlement. We may ask you to take some or all of your outstanding holidays prior to commencing your shared parental leave. We may also ask you to take some or all of the holidays you have accrued on shared parental leave at the end of your leave period and prior to returning to work.

This all sounds complex, but it is really quite simple. Here are some **examples** to help clarify how shared parental leave works.

1. *The mother/main adopter ends her leave after 26 weeks, and the balance of the leave and pay - 26 weeks leave and 13 weeks statutory maternity/adoption pay is available to be shared between the parents as they choose. The father takes 10 weeks leave and pay, while the mother returns to work. He then returns to work and the mother takes the remaining 16 weeks leave and 3 weeks' pay.*

2. *Baby is born prematurely and the mother immediately commits to taking 27 weeks maternity leave and pay leaving 25 weeks leave and 12 weeks' pay to be shared with the father. The father takes 2 weeks paternity leave when baby is born and then immediately takes the 25 weeks leave and 12 weeks' pay. Both parents return to work after 27 weeks having used all their shared parental leave.*

3. *The main adopter takes the first 10 weeks adoption leave and pay, and then commits to returning to work at week 22. This then frees up 30 weeks shared parental leave and 17 weeks' pay. His partner takes 12 weeks of leave and pay to coincide with weeks 11 to 22 of the main adopter's adoption leave so she and the main adopter can look after the child together. She then takes a further 8 weeks' leave and last 5 weeks of pay while the main adopter returns to work. When the partner then goes back to work, the main adopter takes the last 10 week of shared parental leave. In total the main adopter has taken 32 weeks leave and 22 weeks' pay while the partner has taken 20 weeks leave and 17 weeks' pay.*

Returning to Work from Shared Parental Leave

If you wish to alter your return date from shared parental leave, please ensure you give us notice as follows using the **Notice to Take or Vary a Period of Shared Parental Leave** form at appendix 2:

- If you wish to extend your SPL, at least 8 weeks' notice from the originally agreed return date.
- If you wish to shorten your SPL, at least 8 weeks' notice from the new return date.

If you return to work after a period of shared parental leave (including any maternity/adoption leave) which was **26 weeks or less**, then you are entitled to return to the same job that you left with terms and conditions no less favourable than would have applied had you not been on leave.

If you return to work from a period of shared parental leave (including any maternity/adoption leave) which was **greater than 26 weeks** we will try to allow you to return to the same job you left. If it is not practicable for you to return to your original job then you will be offered a suitable alternative on terms and conditions no less favourable than would have applied had you not been on leave.

Adoption Leave Policy and Procedure

Policy

This policy sets out employees' entitlements to adoption leave and pay. As the adoption provisions are complex, employees should clarify the relevant procedures with their manager or a member of the HR Team to ensure that they are followed.

Statutory Adoption Leave

An employee who adopts a child through an approved adoption agency is entitled to up to 52 weeks' adoption leave, provided that he/she has at least 26 weeks' continuous service calculated as at the week in which notification of matching is given by the adoption agency.

The employee is entitled to take up to 26 weeks' ordinary adoption leave followed immediately by up to 26 weeks' additional adoption leave. The employee's maximum entitlement is therefore to take up to 52 weeks' adoption leave.

All employees who take adoption leave have the right to return to work at any time during either ordinary adoption leave or additional adoption leave, subject to their following the correct notification procedures as set out below.

Statutory Adoption Pay

Employees who qualify for statutory adoption leave will also qualify for statutory adoption pay, provided that their average weekly earnings are not less than the lower earnings limit for national insurance contributions. Statutory adoption pay is payable for up to 39 weeks at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, whichever is lower. Statutory adoption pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Company Adoption Package

If the employee has been continuously employed by the Company for 2.5 years on the day the child is placed for adoption they will qualify for our Company Adoption Package.

Company Adoption Pay

If an employee qualifies for our Company Adoption Package they will receive the first 6 weeks' paid at 100% of their basic salary, the following 12 weeks' paid at 50% of their basic salary and the remaining 21 weeks at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, whichever is lower. These payments are subject to PAYE and national insurance deductions.

Starting Adoption Leave

Adoption leave can start on the day the child is placed for adoption, or up to 14 days earlier. To make administration as easy as possible, the employee should discuss the timing of their adoption leave with their manager or a member of the HR Team as early as possible.

Notice requirements

The employee is required to give the Company written notification of their intention to take adoption leave no later than seven days after the date on which notification of the match with the child was provided by the adoption agency. Notice, which must be in writing if the Company requests it, must specify the date the child is expected to be placed with the employee for adoption and the date the employee intends his/her adoption leave to start.

The employee must also provide evidence of entitlement to adoption leave by producing a "matching certificate" from the adoption agency.

Within 28 days of receiving the employee's notice of intention to take adoption leave, the Company will write to the employee confirming the latest date on which the employee must return to work after adoption leave.

Keeping-in-touch days

Employees can agree to work for the Company (or to attend training) for up to 10 days during their adoption leave without that work bringing their adoption leave to an end and without loss of a week's statutory adoption pay. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

The Company has no right to require employees to carry out any work and employees have no right to undertake any work during their adoption leave. Any work undertaken, and the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between employees and the Company.

Returning to work after Adoption Leave

The employee may return to work at any time during ordinary adoption leave or additional adoption leave, provided that he/she gives the appropriate notification. Alternatively, the employee may take his/her full period of adoption leave entitlement and return to work at the end of this period. If the employee wishes to return

before the full period of adoption leave has elapsed, he/she must give at least eight weeks' notice in writing to the Company of the date on which he/she intends to return.

The employee has the right to resume working in the same job if returning to work from ordinary adoption leave. If the employee returns to work after a period of additional adoption leave, he/she is entitled to return either to the same job or, if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favourable.

If the employee decides during adoption leave that he/she does not wish to return to work, he/she should give written notice of resignation to the Company as soon as possible and in accordance with the terms of his/her Contract of Employment.

A copy of this Adoption Leave Policy and Procedure can be obtained from the HR Team.

Parental Leave Policy and Procedure

Policy

An employee is entitled to up to 18 weeks' unpaid parental leave per child if they:

- Are the parent of a child who is under five years of age;
- Have adopted a child under the age of 18 (the right to parental leave lasts for a period of five years from the date of adoption or until the child's 18th birthday, whichever is the sooner); or
- Have acquired formal parental responsibility for a child who is under five years of age.

An employee who is the parent or adoptive parent of a child who has been given disability living allowance or personal independence payment is entitled to up to 18 weeks' unpaid parental leave, which can be taken up to the child's 18th birthday.

To qualify for parental leave, employees must have completed at least one year's continuous service with the Company.

Principles

Eligible employees will be entitled to a maximum of 18 weeks' parental leave to be taken up until the child's 5th birthday (unless the child is adopted or disabled - see above). During parental leave the employee will remain employed, although pay and most contractual benefits will be suspended. The right to accrue statutory holiday entitlement will, however, remain in place.

Procedure

An employee may not exercise any entitlement to parental leave unless they have complied with any request made by the Company to produce evidence as to:

- Their entitlement e.g. parental responsibility or expected responsibility for the child in question;
- The child's date of birth or date on which placement for adoption began; or
- Where the employee is exercising a right in relation to a disabled child, details of the child's entitlement to disability living allowance or personal independence payment.

The employee must give proper notice of the period of leave that they propose to take. This notice must be given to the Company at least 21 days before the date on which leave is to start and must specify the dates on which the period of leave is to begin and end.

Where the employee is the father of the child in respect of whom the leave is to be taken and he requests parental leave to begin when his child is born, his notice must specify the expected week of childbirth and the

duration of the period of leave. The employee must give this notice at least 21 days before the expected week of childbirth.

Where the parental leave is in respect of an adopted child and is to begin on the date of the placement, the employee's notice must be given to the Company at least 21 days before the beginning of the week in which the child is to be placed for adoption, or as soon as is reasonably practicable thereafter. It must specify the week in which the placement is expected to occur and the duration of the period of parental leave requested.

The Company may postpone a period of parental leave (other than where parental leave has been requested immediately after childbirth or immediately after placement for adoption) where the Company considers that its business would be unduly disrupted if the employee were to take leave during the period requested.

In such a case, the Company will allow the employee to take an equivalent period of parental leave beginning no later than six months after the commencement of the period originally requested. The Company will give notice in writing of the postponement stating the reason for it and specifying suggested dates for the employee to take parental leave. Such notice will be given no more than seven days after the employee's notice was given to the Company.

Employees may not take parental leave in blocks of less than one week (except in relation to a child who is disabled).

Employees may not take more than four weeks' leave in respect of any individual child in any year. For these purposes a year is the period of 12 months beginning when the employee first becomes entitled to parental leave in respect of the child in question, and each successive period of 12 months beginning on the anniversary of that date.

Return from leave

At the end of parental leave, the employee will be entitled to return to the same job, provided that the leave was for a period of four weeks or less (and did not follow on immediately from a period of additional maternity or adoption leave). If the period of parental leave was longer than four weeks (or followed on immediately from a period of additional maternity or adoption leave), then the employee will be entitled to return to the same job or, if that is not practicable, to a similar job that has the same or better status, terms and conditions as the previous job.

A copy of this Parental Leave Policy and Procedure can be obtained from the HR Team.

One Supportive AO Policy

Policy

The Company operates the following policy in relation to emergency situations involving dependants. It explains the right to take time off to manage unexpected or sudden problems relating to a dependant and make any necessary longer-term arrangements.

Principles

All employees (irrespective of length of service, and whether they are part time or full time) are entitled to take a reasonable amount of time off during working hours to take necessary action:

- To provide assistance when a dependant falls ill, gives birth or is injured or assaulted;
- To make arrangements for the provision of care for an ill or injured dependant;
- In consequence of the death of a dependant;
- Because of the unexpected disruption or termination of arrangements for the care of a dependant;

- To deal with an incident that involves their child and occurs unexpectedly while the child is at school/other educational establishment.

A dependant is the spouse, partner, child, parent or grandparent to the employee or someone who lives in the same household as the employee but who is not their lodger, employee or boarder.

Procedure

An employee who needs to take time off for dependants should contact their manager at the earliest opportunity. If the employee becomes aware of an emergency situation whilst at work, they should immediately speak to their manager about leaving work early. The employee should explain:

- The reason for the absence; and
- How long they expect to be absent from work.

If the employee's manager is unavailable, they must speak to Reception, a Senior Manager or the Adherence Team in the case of Call Centre Workers.

If the employee is unable to contact the manager before taking time off for dependants, they should contact the manager as soon as possible.

The employee must inform their manager as soon as possible of any change in the anticipated date of their return to work.

The right to time off for dependants will, in most cases, be one or two days. The employee must actively seek alternative longer-term arrangements for the care of a dependant as soon as possible after the emergency occurs.

If the employee is unable to make alternative arrangements, they must contact their manager and explain why further absence is required. If further time off no longer qualifies as time off for dependants, it is at the absolute discretion of the Company whether or not to grant unpaid leave at short notice.

Failure to return from a period of time off for dependants may be treated as a disciplinary matter. Employees who need to care for a dependant in circumstances falling outside the right to take time off for dependants should refer to the Parental Policy or Flexible Working Policy.

Pay

There is no statutory entitlement to receive pay while taking time off for dependants; however payment may be made in certain circumstances at the discretion of the employee's manager, or employees may be asked to work this time back.

Providing false information

If an employee knowingly provides false information in relation to taking time off for dependants, this may be treated as a disciplinary matter, which could potentially amount to Gross Misconduct, which could result in summary dismissal.

A copy of this Time-off for Dependants Policy and Procedure can be obtained from the HR Team.

Flexible Working Policy and Procedure

Policy

Any employee who has worked for the Company continuously for at least 26 weeks has the right to request flexible working, and the Company has a legal responsibility to consider all applications in a reasonable manner.

This Policy encourages the employee and the Company to consider flexible working patterns, and to find a solution which suits them both. The employee has a responsibility to think carefully about their desired working pattern when making an application and the Company has a legal responsibility to consider all applications in a reasonable manner.

The Policy enables eligible employees to request that they work flexibly; it does not provide employees an automatic right to work flexibly. It is important to note that there may be circumstances when the Company is unable to accommodate the employee's desired work pattern.

Eligibility

In order to make a request under this right an employee should:

- have completed 26 weeks service with the Company at the date the application is made;
- not have made another application to work flexibly under the procedure during the past 12 months.

Employees are not entitled to submit a request for flexible working more often than once a year and the employer reserves the right to automatically reject an application based on these grounds.

Scope of a Request

Employees can request a change in:

- the number of hours worked, e.g. part-time working, term-time working;
- the times of work, e.g. the days of the week worked and start/finish times;
- the place of work, i.e. a request to do some or all of the work from home.

Applications for a change in working pattern will not always require a significant alteration. For example, an employee may simply wish to start work half an hour later and make up the time later in the day.

Application

The employee should make a considered application in writing on a Flexible Working Application Form.

Employees are only able to make one application within a 12 month period under the right, and an accepted application will normally mean a permanent change to the employee's own terms and conditions of employment, unless agreed otherwise.

It will be important therefore that, before making an application, the employee gives careful consideration to their request to work flexibly; any financial implications it might have on them in cases where the desired working pattern will involve a drop in salary; and any effects it will have on the Company and how these might be accommodated.

The written application must:

- state that it is such an application. A Flexible Working Application Form has been provided for this purpose;
- explain the reasons behind the request to work flexibly;
- specify the change applied for and the date on which it is proposed the change should become effective;
- explain what effect, if any, the employee thinks making the change applied for would have on the department and/or the Company and how, in his or her opinion, any such effect might be dealt with;
- state whether a previous application has been made to the Company and, if so, when;
- state whether their request would be a permanent or temporary change;

- be signed and dated.

Application Review Meeting

The employee should forward their application, in the first instance, to the HR Team.

Upon receipt of an application, the appropriate HR representative will discuss the details of the proposed change with the employee's line manager.

In order to ensure that the process is fair and impartial; employees may request that their application remains anonymous throughout the review process, and the HR Team will accommodate these requests wherever possible. Upon receipt of an application, the appropriate HR representative will arrange to meet with the employee as soon as is reasonably practical, at a time convenient for both parties to discuss the details of the proposed change.

The application review meeting will provide the Company and the employee the opportunity to explore the desired work pattern in depth, and to discuss how best it might be accommodated. It will also provide an opportunity to consider other alternative working patterns should there be problems in accommodating the desired work pattern outlined in the employee's application.

Employees are entitled to be accompanied to the meeting by a representative who may be a work colleague or union member if they so wish.

Following the review meeting, the HR representative will submit the details of the application to the appropriate level of management to consider whether or not the request can be accommodated.

There may be occasions when the Company will want to investigate further before notifying the employee of their final decision. If further review meetings are required, the HR representative will arrange this.

If a meeting is arranged to discuss the application including any appeal and the employee fails to attend both this and a rearranged meeting without good reason, the Company may consider the request withdrawn. The employee will be informed of this in writing.

Outcome

Once the application has been reviewed by the appropriate level of management, the HR representative will write to the employee either:

- **agreeing** to the application, and specifying the contract variation agreed to and the date it takes effect or;
- **refusing** the application, stating which of the specified reasons apply, with a sufficient explanation as to why those reasons apply, and setting out the appeals procedure.

The Company may refuse an employee's application to work flexibly where it considers that one or more of the following specified reasons applies:

- burden of additional costs;
- detrimental affect on ability to meet customer demand;
- inability to reorganise work among existing staff;
- inability to recruit additional staff;
- detrimental impact on quality;
- detrimental impact on performance;
- insufficiency of work during the periods the employee proposes to work;

- planned structural changes.

The Company will ensure it provides sufficient explanation to the employee of why, in its opinion, the request for flexible working cannot be accommodated.

Changes to Terms and Conditions

The effect of an application being accepted will be a variation of the terms and conditions of an employee's contract of employment.

Any changes to an employee's terms and conditions of employment will be permanent, unless both the employee and the Company agree otherwise. This will allow employees to request a temporary change to their working pattern or for the Company to request a "trial" of the new working arrangements, which would be reviewed after a temporary period.

Appeal Process

This procedure provides an employee with the right to appeal against the decision by giving notice within 14 days of the date of the outcome letter. The appeal process is designed to be in keeping with the overall aim of the right of encouraging both parties to reach a satisfactory outcome at the workplace.

The Appeal must be in writing and should clearly set out the grounds for the appeal (for example, the request has been refused for a reason outside the eight specified reasons or the decision to reject was based on incorrect facts). The appeal should be sent directly to the HR Manager.

Appeal Hearing

Upon receipt of an appeal, the HR Manager will invite the employee to an appeal hearing as soon as is reasonably practical. The time and place of the meeting must be convenient to both the individual hearing the appeal and the employee.

The employee can be accompanied to the meeting by a representative who may be a work colleague or union member if they so wish.

Following the appeal hearing, the HR Manager will give the employee notice of his/her decision on the appeal. This notice will be in writing and be signed and dated by the HR Manager. If the appeal is upheld, the notice must specify the contract variation agreed to and the date from which it is to take effect. Where the appeal is dismissed, the notice will set out the grounds on which the dismissal is based.

If for any reason the HR Manager is unavailable or unable to chair an appeal hearing, another independent member of the management team will chair the meeting.

Full details of this Flexible Working Policy and Procedure can be obtained from the HR Team.

Stress Policy and Procedure

Policy

The Company is committed to protecting the health, safety and welfare of its employees. We recognise that work related stress can damage the mental and physical health of its employees and that work related stress is potentially a health and safety issue which must be taken seriously by the Company.

Principles

- The Company will take all reasonable steps to reduce health and safety risks from stress in the workplace to as low a level as reasonably practicable;
- Causes of stress (stressors) will be identified and managed. A suitable and sufficient assessment of the risk of these stressors will be undertaken. Identified risks will be reduced to as low as is reasonably practicable through safe systems of work, suitable equipment and information and training.
- Employees will make proper use of any equipment and systems of work provided for their safety;
- Any reports of stress at work will be investigated and individuals will be provided with appropriate support;
- The Company will ensure that adequate consultation takes place with all employees, including managers, HR, employee representatives and trade union representatives, on the content, implementation, monitoring and review of this policy.

Procedure

Employees should report to their manager (or suitable person) any excessive pressure or stress at work; and follow appropriate systems for work laid down for their safety. Once the manager has been aware of the potential stressors they will seek to:

- Determine if stress in the workplace is a problem by seeking employee views;
- Review job descriptions to identify tasks that may involve stressors;
- Review job descriptions to identify safety critical roles;
- Identify all those who may be affected by work-related stress;
- Eliminate work-related stress or, where this is not possible, evaluate the risk of work-related stress, considering the existing arrangements that are in place;
- Ensure that significant findings of the risk assessment are recorded;
- Identify additional arrangements to reduce the risk of work-related stress to as low a level as reasonably practicable, which could include changing working procedures, providing information and training, improving communication, and changing working procedures;
- Review workplace conditions to ensure that they do not contribute to work-related stress;
- Ensure that members of staff are consulted on arrangements for reducing work-related stress;
- Ensure that grievance and disciplinary procedures are adequate and communicated to all members of staff;
- Set up arrangements for individuals to report work-related stress;
- Encourage members of staff to inform their Manager of any concerns regarding stress;
- Ensure that support, which may include, for example, confidential discussions, special leave and back-to-work assistance, is provided to members of staff who are suffering from stress at work;
- Ensure that, when a work-related stress report is made, the underlying causes and actions to remove these causes are identified;
- Ensure that all members of staff, and especially Managers, are trained to identify the symptoms of stress;
- Encourage a culture in which stress is not regarded as a sign of weakness;
- Ensure that work-related stress risk assessments are reviewed for their confirmed application at least once every 12 months and when any significant change is made;
- Ensure that the arrangements for reducing work-related stress are monitored and reviewed for their effectiveness.

A copy of this Stress Policy and Procedure can be obtained from the HR Team.

Performance Management Policy and Procedure

Policy

The Performance Management Policy aims to establish a mechanism to follow in terms of identifying and addressing performance issues, for example:

- Identify constructive action which can be taken to resolve performance problems;

- Through this supportive action enable employees to reach an acceptable standard of work, where possible;
- Follow a consistent and fair procedure leading to redeployment or termination of employment where remedial action has been ineffective.

At every stage of the procedure full confidentiality must be maintained.

Principles

Capability can fall into three categories:

- (a) Performance below the required standard
- (b) Capability affected due to ill health
- (c) Negligence or the refusal to comply with instructions on performance standards

This policy is concerned with performance falling below the required standard due to lack of skills or aptitude.

Problems associated with (b) and (c) above should be dealt with under the Attendance Management Policy and the Disciplinary Policy respectively.

The Company aims to help all employees to achieve optimum levels of performance. Employees have a contractual obligation to perform to a satisfactory level and regular performance reviews form part of this process, but ultimately it is the responsibility of managers to identify, monitor and maintain performance standards.

Ultimately, lack of capability is a fair reason for dismissal. It is important therefore that performance issues are identified and resolved promptly, that the correct procedures are followed, and that every effort is made to rectify the problem.

Proper use of the probationary period will identify employees who are simply “in the wrong job” at an early stage, and any performance issues will be dealt with under the probationary procedure.

The focus of the manager and the employee’s efforts in all cases must be to work together to improve performance standards.

Where the requirements of the job have changed over time and the employee has not been able to keep pace, or where performance has deteriorated, more innovative approaches such as side by side coaching or mentoring may be appropriate.

Informal Performance Management Procedure

Once performance issues have been identified, initial discussions will be arranged between the manager and the employee.

The discussions will include:

- A clear explanation of the area/s of weakness causing concern;
- Identification of any underlying causes;
- A clear statement of the standards being set;
- Timescales for the achievement of the standards;
- An explanation of the consequences of failure to achieve standards;
- Encouragement and assistance to improve;
- A date for review.

Particular attention should be given to the provision of constructive support e.g.:-

- Adequate training;
- Additional supervision.

Where new tasks are being introduced and are causing difficulties, particular attention should be paid to further training and development needs.

Managers will keep records of any occasions when discussions have taken place and of all issues raised, and provide a copy for the employee if requested. The employee will be given a reasonable period of time in which to achieve the required level of performance. During this time the manager will meet with the employee regularly to review their progress.

This informal process must be followed at least once before performance issues are addressed via the formal Performance Management Procedure. The HR Team must be consulted prior to proceeding with formal action.

Formal Performance Management Procedure

If performance does not reach the required standard over the agreed period of time, formal action may be taken.

Accompaniment

Employees will have the right to be accompanied during formal performance interviews by an employee employed by the Company or a trade union representative.

A 'companion' may address the interview (with statements, submissions etc), they may confer with the employee, and request adjournments. They may ask questions to the panel; however they may not answer questions on behalf of the employee.

It is the employee's responsibility to ensure their companion is available at the time of the hearing and is willing to accompany them. If the companion is unavailable the employee may propose an alternative date and time, providing it is reasonable and no later than 5 working days after the date arranged by the manager.

Where a trade union representative is to be interviewed formally on a performance issue his/her full time trade union official must be informed prior to the interview.

Stage 1: First Formal Review

Discussions must be held with the employee, manager, a HR representative and an employee representative (if required). The manager needs to explain to the employee what the required standards are and how their performance falls short of these standards.

The interview will outline:

- The nature of the continued concerns regarding performance, and how this has been measured or assessed;
- Identification of the support training, advice and assistance already given.

The employee will have the opportunity to offer an explanation regarding the reason/s for failing to reach the required standard and to discuss any additional assistance which might lead to improved performance.

It is important that the employee recognises the shortfall in performance and is involved in seeking resolutions. If the employee considers that they are not capable of reaching the required standards the possibility of redeployment opportunities (possibly involving demotion) should be thoroughly explored.

An action plan should be agreed designed to help the employee achieve the required standards of performance (e.g. further training, increased supervision, re-arrangement of workload, etc) and a review period will be set

during which performance will be carefully monitored. Details of the action plan will be included in the outcome letter sent to the employee.

The outcome of the meeting will normally constitute a formal warning and the employee will be notified that failure to reach required standards could ultimately result in dismissal.

Improvement

Where satisfactory improvement has been made by the end of the review period an interview should be arranged and the employee informed that their performance has reached the required standard.

Support and encouragement should continue to be offered. Performance should continue to be monitored; however formal review will only be necessary if levels of performance have further deteriorated.

Stage 2: Second Formal Review

If the employee fails to achieve the required performance levels in the timescale specified in the formal warning letter issued at Stage 1, a further review meeting may be arranged to discuss this.

If all efforts to significantly improve performance fail, and redeployment options are not available or acceptable to the employee, a second and final warning will be issued and a further action plan will be agreed to help the employee to achieve the required standards of performance. A further review period will be set during which the employee's performance will be monitored.

Redeployment

Where alternative employment is offered, details of the post will be confirmed in writing. The permanent salary and conditions will be those of the alternative post.

Where appropriate, a trial period of up to 6 weeks will be offered during which current salary and conditions will be monitored. If the post proves not to be suitable during the trial period further redeployment opportunities will be explored before dismissal takes place.

Dismissal

If the final review shows that adequate improvement has not been made, then a meeting will be arranged to discuss this. The failure to improve will be fully explained during the meeting, and the employee may be given formal notification of dismissal on the grounds of capability.

Areas where the employee failed to reach the required standard will be outlined together with details of the statutory notice period (or pay in lieu of notice). Notification of the right of appeal and relevant timescales will also be given.

Full details of this Performance Management Policy and Procedure can be obtained from the HR Team.

Qualifications Policy and Procedure

Policy

The Company recognises the importance of furthering individual skills and abilities to enable employees to fulfil their individual potential and therefore to progress within the business. Any courses (and/or the resultant course material) applied for will be authorised solely on the discretion of the Director of Group Finance.

Principles

- Employees must have completed their probationary period before they become eligible for financial assistance under this policy;
- Applications for assistance will only be considered if a course is relevant to an employee's current role and is a benefit to the Company;
- The Company will offer set courses and locations to choose from;
- Any courses that are not currently offered by the Company must be agreed by the Director of Group Finance prior to any booking;
- All our courses have agreed terms and conditions with the participating course venues. Therefore under no circumstances are courses to be booked via credit/debit card and claimed via the expenses procedure.

Procedure

The employee's manager must complete the application form to request financial support and submit this to the Director of Group Finance for authorisation. The application must contain full justification, outlining the relevance to the role and the benefits to the Company. Full course details and costs must be in line with the relevant courses available.

Successful applications will be confirmed in writing and the employee is then expected to liaise with the venue directly to book onto courses and discuss any queries throughout the duration of the course. Employees must follow the attendance rules as per the awarding body. Any exceptions to this policy must be agreed with the Director of Group Finance.

Considerations

The following factors should be taken into account when completing the application

- Will the course have a positive contribution to the business now or at a point in the future?
- Is the course relevant to the employee's role?
- If the course requires attendance during working hours, has this been taken into consideration?
- Can the requirements be met by internal training?

Membership/Subscription Fees

In addition to course fees, the Company will also pay for professional membership fees to professional bodies as required by the course.

Payback Period

Employees who have been in receipt of financial assistance, whether they successfully complete their course or not, are expected to remain employed with the Company for a continuous period of 2 years following the completion or end of their course.

Where this is not possible due to the employee's resignation or the termination of their employment by the Company on the grounds of their conduct or performance, the employee must repay the whole or a proportion of the financial assistance on the following basis:-

Length of employment following completion of course proportion of financial assistance to be repaid:

- | | |
|-----------------|------|
| • 0 - 6 months | 100% |
| • 7 - 12 months | 75% |
| • 12 - 23 | 50% |
| • 24 | 0 |

The payback period does not apply to employees in receipt of financial assistance who are made redundant; or whose employment is terminated on the grounds of medical incapacity.

Refusal of Applications

The Company reserves the right to refuse study assistance for the following reasons:

- Planned business restructures leading to a removal of the need;
- The qualification isn't relevant to the employee's role;
- There is insufficient justification;
- Requirements can be met by internal training.

Full details of this Qualification Policy and Procedure can be obtained from the HR Team.

Redundancy Policy and Procedure

Policy

If a redundancy situation arises, for whatever reason, the Company will take whatever steps are reasonable in an effort to avoid compulsory redundancies.

If compulsory redundancies are necessary employees will be involved and fully consulted at various meetings to discuss selection criteria or alternative positions and be given every opportunity to put forward any views of their own.

The employee will be given the opportunity to discuss the selection criteria drawn up. The Company reserves the right to reject any voluntary applications for redundancy, if it feels that the individual has skills and experience that need to be retained for the future viability of the business. Redundancy payments will be calculated in accordance with statutory guidelines.

Principles

Where a redundancy is unavoidable and more than one employee is potentially affected, the method of selection will be fair and non-discriminatory. The selection criteria will be used to compare employees to assess which are retained and which are selected for redundancy. It will be clear and capable of being objectively assessed, precisely defined and fairly applied in an independent way.

Objective selection criteria are to ensure that employees are not unfairly selected for redundancy, and for the retention of a balanced workforce appropriate to the future business needs. The criteria will be declared openly to all employees and should include an indication of any 'weighting' to be applied, if a variety of criteria are used.

Full details of this Redundancy Policy and Procedure can be obtained from the HR Team.

Security Policy

Policy

It is the policy of the Company that all data contained on, or passing through the Company is subject to monitoring and remains the property of the Company.

Employees shall not engage in any activity that is illegal under UK or International law, whilst utilising company-owned resources under any circumstances.

Principles

- All system users will receive a username and password, which must be kept confidential at all times.
- Employees must not allow use of their account by others.
- Employees who leave their workstations must enable a password protected screensaver, or log off to prevent unauthorised access of their account.
- Employees must not use corporate accounts to post publicly accessible messages or posts.
- Employees must not tamper with, or disable anti-virus software installed on their workstations.
- Employees are expressly forbidden to download/install any software on their workstations, without prior approval from their manager or IT Support.
- Employees must take care when opening email attachments, and should disregard unsolicited emails containing attachments.
- Employees may not perform vulnerability scans, monitor network traffic, or perform any action that is designed to elevate privileges or gain access to information that was not expressly intended for them.
- Employees must not reveal any information about corporate clients, other employees, business practices, technology, schedules, or any other information not already publicly available to any outside resource or person, without expressed permission from a Director.
- Employees must not use their corporate email accounts for purposes other than the conduct of business.
- Forbidden actions include any and all forms of harassment, phishing, solicitation, spamming, forwarding chain letters and pyramid schemes, conducting personal business, and general personal correspondence failure.

Passwords

Each system user will be issued with a unique username and password that is not to be shared with any other user. Encrypted passwords should be enabled on any devices where it is not on by default.

Corporate account passwords should be strong and unique from previously used passwords and must be changed at least every 180 days.

It is important to note that an account will be locked after multiple password failures.

Remote Access

Any computer system used for remote access of company assets, not including public portions, must comply with corporate configuration guidelines issued by IT Support.

Remote access software must use encrypted communications, be configured to use unique usernames and passwords for each user, and have any other security featured enabled.

Sensitive Information

Sensitive information is not to be released unless prior written approval addressed to your manager is received from the person whose information is in question.

Sensitive information is defined as any personal information and also includes:

- Usernames;
- Passwords;
- Addresses;
- Phone numbers and;
- Email addresses.

Sensitive information must be securely disposed of when no longer needed. Any sensitive information which is printed on paper or received by fax must be protected against unauthorised access by shredding and confidentially disposing of all detail.

Use of Personal Electronic Devices

Employees are not authorised to use their personal electronic devices on the Company's premises.

Personal electronic devices include but are not limited to employee-owned desktop, laptop, tablet and handheld computing devices, whether wired or wireless, USB devices, cameras, mobile telephones and specifically must not:

- use any personal electronic or media including, but not limited to, CD/DVD burners and USB keys illegally duplicate and/or distribute copyright material.
- load a bootable or alternate operating system on to any business computers from any employee-owned device or media, including CD/DVD discs or USB devices (USB keys), USB hard drives or USB CD/DVD drives.
- acquire, through wired or wireless connection, business-provided network or internet access from any employee-owned computing device whether desktop, portable, tablet or handheld, without prior authorisation.
- copy business data through the use of any personal electronic device or media including but not limited to CD/DVD burners and USB keys without prior authorisation.

Disciplinary Action

Failure to comply with any aspect of the policy may result in disciplinary action. Any employees actions found in breach of this policy may be seen as Gross Misconduct and will inevitably lead to dismissal and possible prosecution, with or without warning.

Information Security Officer

For daily security matters, an Information Security Officer, who is an employee of the company is appointed. The Information Security Officer is responsible to oversee that the provisions of the Security Policy are performed as needed for all system users.

The assigned Information Security Officer is: Stephen Richards

Incident Response

Security incidents must be immediately reported to the Information Security Officer and will be handled according to the Security Incident Response Plan.

An incident response team will be appointed by the Information Security Officer, and will be ready for deployment in case of credit card data compromise.

Incident Response Team

The Incident Response Team will be made up of appropriate members of IT (a minimum of two) and the relevant departmental manager where the incident has arisen.

A copy of this Security Policy can be obtained from the HR Team.

Email and Internet Usage Policy and Procedure

Policy

The Company regards the integrity of its computer system as central to the success of the business. Therefore our policy is to take any measures necessary in order to ensure that all aspects of the system are fully protected.

Principles

- The credentials of all temporary and consultancy employees will be checked in as much detail as possible before they are allowed access to the computer system.
- Managers are responsible for ensuring that all employees receive the information regarding email and internet usage and for ensuring that basic procedures are followed. Procedures may be bypassed only with the combined consent of the manager and Data Security Officer, and a written record must be kept.
- Employees of all grades are permitted access only to those parts of the computer system which they need to enter in order to carry out their normal duties. Levels of access will be determined by managers in conjunction with the Data Security Officer who will ensure that levels of access are consistent throughout the Company.
- Employees with access to personal data are in a particularly sensitive position and must bear in mind at all times the provisions of the Data Protection Act.
- Passwords must be used at all times and changed regularly. Employees should not select obvious passwords. All passwords must be kept confidential. Employees must not give their passwords to other members of staff or to any person outside the Company.
- Company software must be formally authorised by the IT Department.
- Regular checks will be made for viruses by the IT Department.
- No external software may be used without authorization by the IT Department.
- No private work or computer game playing is permitted.
- The safekeeping of CDs and DVDs sent from external sources is the responsibility of the person to whom it was sent. All such CDs and DVDs must be checked for viruses by IT before use. CDs and DVDs generated internally must be kept in a secure place.
- The use of the email system and the internet within the Company is for business use only and should not be used for private correspondence.
- Contracts of Employment transmitted via email are as legally binding on the Company as those sent on paper.
- All incoming emails will be monitored and scanned for viruses before being released to the recipient.
- Where necessary, emails should include a confidentiality statement

Email

The email facility is provided for business use only, and should not be used for private correspondences or as an internal chat forum. Abuse of this facility will result in disciplinary action; therefore the Company will continue to monitor all email traffic.

The email facility is only available for communicating matters directly concerned with the business of the Company. The style and content of email messages must be consistent with the standards which the Company expects from written communications.

To reduce email overload and aid productivity, email messages should only be sent to those employees for whom they are relevant. Employees should send blind copies (bcc) wherever possible and should not automatically reply to all names on a "cc" list. Employees should only send attached files where absolutely necessary.

Although email encourages rapid communication, the contents of email messages should be written with care as messages sent without proper consideration can cause unnecessary misunderstandings.

Internet Usage

Browsing the web can be highly time-consuming and therefore should be undertaken responsibly. Employees who are seen to be using the Internet excessively or inappropriately will be subject to investigation which may lead to disciplinary action, including summary dismissal.

All internet usage will be monitored daily and the Company has the ability to log all web pages and extract information from the server to find out what has been viewed and downloaded.

All non-work related internet usage is to be kept to an absolute minimum. The IT and HR Teams will work closely together and report excessive usage figures to managers. If employees are found to be misusing the system then they will be subject to the disciplinary procedure and their actions may be considered as Gross Misconduct, which may lead to summary dismissal following a disciplinary hearing.

The internet facility is for legitimate company use only. No materials of an offensive nature, for example material containing racist terminology or nudity etc, can be viewed or copied from or to any of the Company's computer facilities.

Unauthorised Use

The Company will not tolerate the use of the email system for illegal or inappropriate activities. Such activities include (but are not limited to):

- Sending or forwarding any message that could constitute bullying or harassment (e.g. on the grounds of sex, race or nationality, religion, sexual orientation, age or disability);
- Non-business use, including personal messages, jokes, cartoons or chain letters;
- Posting confidential information about other employees, the Company, customers or suppliers.

The Company will not tolerate the use of the internet for illegal or inappropriate activities. Such activities include (but are not limited to):

- Online gambling;
- Accessing offensive, obscene or indecent material, including pornography;
- Downloading or distributing copyright information;
- Sending or posting abusive, rude or defamatory messages or statements about people or organisations.

Any unauthorised use of email or the internet is likely to result in disciplinary action, which may include summary dismissal.

Security

All users will be issued with a unique individual password which will be changed at regular intervals and is confidential to the user.

It is the employee's responsibility to ensure their password remains confidential and should never be disclosed to any other member of staff. Access to the system using another employee's password may result in disciplinary action.

Employees must take all necessary precautions against the introduction of viruses into the system. Employees must also ensure that critical information is not stored solely within the email system. Hard copies must be kept or information stored separately on the system. If necessary, documents must be password protected.

Prohibited Activities

Employees are not permitted to use company facilities for personal activities, such as socialising purposes, soliciting for commercial ventures, political or religious causes or other outside organisations. In addition, employees are expected to treat people they encounter in business proceedings with respect and courtesy.

Employees are prohibited from using language over the telephone, internet or email system that is offensive, libellous, illegal, derogatory, harassing or discriminatory. Sexual explicit language and jokes are prohibited, as are racial and religious slurs, and foul/inappropriate language.

Disciplinary action

Misuse of computers is a serious disciplinary offence. The following are examples of misuse:

- Fraud and Theft;
- System sabotage;
- Introduction of viruses;
- Using unauthorised software;
- Obtaining unauthorised access;
- Using the system for private work or game playing;
- Breaches of the Data Protection Act;
- Sending abusive, rude or defamatory messages or statements about people or organisations, or posting such messages or statements on any websites (including Facebook and Twitter) or via email;
- Accessing the internet excessively for personal use during working hours;
- Hacking;
- Breach of the Company's Security Policy.

This list is not exhaustive. Depending on the circumstances of each case, excessive misuse of the computer system or conduct which breaches the policy in any way may be considered Gross Misconduct. Misuse amounting to criminal conduct may be reported to the police.

All breaches of computer security must be referred to the relevant manager. Where a criminal offence may have been committed the CEO will decide whether to involve the police.

Any member of staff who suspects that a fellow employee (of whatever seniority) is abusing the computer system may speak in confidence to the HR Manager.

Monitoring

Under the regulation of Investigatory Power Act 2000, the Company reserve the right to monitor telephones calls, email transactions and internet usage made to and from our business without prior consent of employees. The Company will make all reasonable efforts to inform employees that their telephones, email transactions etc may be intercepted by displaying this policy throughout company premises.

The monitoring of such communication systems are to establish the existence of facts, to ascertain compliance with regulatory or self-regulatory practices and procedures, for quality control purposes, for prevention and detection of crime, for investigating or detecting unauthorised use of company facilities, ensuring the correct operations of those facilities and determining whether the communications in question are relevant to the employer's business.

The Company will cease monitoring a communication transaction when it becomes clear that the call is personal. As personal communications, without prior approval, are prohibited by the Company's policy, any employee found making and receiving these communications may be subject to disciplinary action.

If circumstances arise where employees are using the Company's equipment for personal use, employees should bring this to the attention of the individual's immediate manager. All information exchanged will be handled in a confidential and discrete manner, ensuring that no individuals will be victimised as a result of the complaint made.

Employees wasting their own and the Company's time by making and receiving private telephone calls, messages and emails will be seen as unreasonable and unauthorised usage of the companies facilities and may result in disciplinary action.

Employees found to be exchanging or divulging external information surrounding or involving the Company and/or sending or relaying offensive e-mails or pornographic images to fellow employees, persons or organisations (including customers, clients or friends within those organisations), will be seen as Gross Misconduct and will inevitably lead to dismissal and possible prosecution, with or without warning.

A copy of this Email and Internet Usage Policy and Procedure can be obtained from the HR Team.

Company Mobile Phone Policy

The Company will provide you with a mobile phone for use in connection with the Company's business. Some smart phones include the Company Outlook System, including mail and calendar.

Whilst the Company will allow personal telephone calls and text messages; excessive use of a company mobile phone for personal use is prohibited. Excessive time engaged on personal telephone calls during working hours can lead to loss of productivity and it also constitutes an unauthorised use of the Company's time and money.

Use of your mobile phone whilst driving your vehicle is an illegal offence. Use while driving is expressly prohibited unless the phone has been adapted for hands-free use, or you are able to park your vehicle when it is safe and legal to do so.

The use of company-owned mobile for ringing from and calling abroad must be kept to a minimum. If you intend to travel abroad please notify the IT Helpdesk at least 1 week prior to departure to allow you to call internationally.

The Company reserves the right to request itemised bill statements on all company mobile phones. If you do not adhere to the rules of this policy, and our records show that there has been excessive use of your company mobile phone for personal reasons, you may be subject to disciplinary action and will be dealt with in line with the Company's Disciplinary Procedure.

Appropriate use

It is important for employees to note that they may not at any time use their mobile phones issued to them by the Company to:

- Communicate information that is confidential to the Company, unless authorised to do so in the course of their job;
- Send or forward any message (inside or outside the Company) that could constitute bullying or harassment or be interpreted as offensive.

Misuse of the Company telephones/mobile phones, including any abusive, offensive, sexist, racist, discriminatory or harassing behaviour in relation to the use of text or multimedia messages, will be treated as misconduct and will be dealt with under the Company's Disciplinary Procedure. In cases where there are costs incurred through misuse and/or excessive use, we will request reimbursement of these costs from you.

Privacy and Use of information

Under the regulation of Investigatory Power Act 2000, we reserve the right to monitor telephone, email and internet usage logs. The Company will at no time gain access to the content of any telephone calls or text messages made to and from business equipment without prior consent of employees.

Management also reserve the right to monitor communication systems for prevention and detection of crime, for investigating or for detecting unauthorised use of company facilities. The Company will view call logs, text message logs and email and internet usage records for purpose of statement reconciliation only.

The use of the Companies email facility via mobile device must be conducted with the rules outlined in the Email and Internet Usage Policy.

Contract Terms

The Company operates the mobile phone on a monthly contract basis. All business use of a company-owned mobile phone will be at the expense of the Company.

You are entitled to use the company-owned mobile phone for private use. Please be aware that the levels of usage will be monitored on a monthly basis and any levels deemed by a Director as excessive personal use will be advised and future usage monitored. Continued excessive use may result in the removal of the facility.

Loss and return of the mobile phone

You are required to repay to the Company a proportion of the cost of the mobile phone (dependant on which offence you are on) if it is lost or stolen whilst under your control due to your negligence and/or wilful default.

In the event that your mobile phone is lost or stolen you must inform the IT Helpdesk who will disable the phone immediately.

If your mobile phone has been stolen then you must contact the police and acquire an incident reference number and give this to the Service Desk.

The Company reserves the right to require you to return your mobile phone at any time during your employment. The Company is committed to ensuring safe working practices for all employees and, therefore, employees must not conduct company or personal business via a hand held mobile phone whilst driving a company provided vehicle. This also applies to the use of company mobiles in private vehicles. Failure to comply with this policy may result in disciplinary action. The use of fitted hands free equipment remains permitted under current legislation provided the phone is not hand held and the driver remains in full control of the vehicles.

A full copy of this Company Mobile Phone Policy can be obtained from the HR Team.

Company Car Policy

Policy

It is the Company's policy to supply a car for the use of employees either on the basis of the number of business miles required each year or in relation to their status. The Company will meet specified costs under the conditions set out in the Company's car user rules and procedures. The Company reserves the right to change or cancel the provisions of this policy, with or without notice, as the needs of the Company dictate.

Procedure

When the Company decides to allocate employees with a Company car the employees will be notified in writing and will receive the relevant documentation to sign. The Company may decide at its absolute discretion to change, vary or withdraw the vehicle allocated in accordance with the policy.

A full copy of the Company Car Policy and Procedure can be obtained from the HR Team.

Expenses Policy

Principles

The Company Expenses Policy aims to ensure that employees are reimbursed for all necessary expenditure which is reasonably incurred in the performance of their business duties for the Company.

Employees should note that authorising personnel have no authority to vary this policy and claims for items not permitted under the policy will be rejected. Employees should note that if they pay for expenses incurred by another individual, any deductions from their claim for non-compliance with the Expenses Policy will be their responsibility.

Procedure

Prior to submitting any expense claim form employees must ensure that;

- They have taken the latest version of the expense claim form from the “The Fridge”;
- They have read the Expense Policy; and
- Their expense claim form has been completed in accordance with the policy.

All Expense Forms should be completed on a calendar month basis. For example if an employee has expenses spanning two calendar months (April and May) we require one form for April related expenses and one form for May related expenses.

All expenses must be submitted in a timely manner (no later than 1 month from incurring the expenditure), and must be signed and dated. The Company reserves the right to reject any claims submitted relating to expenses over 1 month old. Claims will be paid within two weeks. Employees cannot sign off their own expenses.

Any attempt to falsify an expense claim will be considered Gross Misconduct and appropriate action will be taken against the claimant. All expenses claimed must be accompanied by the following:

- Valid original VAT receipts (quoting a VAT registration number) relating to the expense claim;
- Detailed description of the expense, along with justification for why the expense was incurred; and
- Appropriate authorisation.

Failure to provide the above items will result in the expense claim not being processed until all requirements are satisfied and are compliant with the Expenses Policy.

Please note that credit card slips and booking/order confirmations alone are not a substitute or replacement for the full receipt. If a credit card slip is attached to the claim form without the associated receipt, the Company reserves the right to return and refuse to pay the claim.

A full copy of this Expenses Policy can be obtained from the Finance Department.

Anti-Bribery Policy and Procedure

Policy

This policy is to serve as a guide for all employees and officers of the Company and subsidiaries to ensure the Company maintains its values and adheres to the UK Anti-Bribery Legislation.

This policy explains the procedures through which the Company can protect its reputation against any allegations of bribery and corruption. Bribery is the offer, promise, giving, demanding or acceptance of an advantage as an inducement.

Principles

- We do not, and will not, pay bribes or offer improper inducements to anyone for any purpose, nor do we or will we, accept bribes at or on behalf of the Company.
- We have a zero-tolerance policy in relation to bribery and corruption.

Procedure

In certain cases the giving and receiving of small gifts is part of doing business. It is polite to receive such gifts as long as they are of modest value and approved by department Directors.

When accepting or giving a gift of hospitality, you should consider the intention that accompanies the offer. If this is, or could be construed to influence improper behaviour then it is likely to amount to a bribe.

We all have a responsibility to help detect, prevent and report instances of bribery. Please report any concern as soon as possible to your head of department or via the Whistle-Blowing hotline.

As well as the possibility of civil and criminal prosecution, any member of staff in breach of this policy will face disciplinary action, which could result in summary dismissal for Gross Misconduct.

All suppliers should be informed of our policy, at the renewal of contracts and as a matter of course, a copy of the Corporate Policy must be issued alongside all standard terms and conditions.

Full details of this Anti-Bribery Policy and Procedure can be obtained from the HR Team.

Whistle-blowing Policy and Procedure

Policy Statement

The Company encourage an open culture in all its dealings between employees, managers and all people with whom it comes into contact. Effective and honest communication is essential if malpractice is to be effectively dealt with. The procedure below provides guidelines to all staff, and also to individuals who work within the Company including temporary agency staff, freelancers, home workers and contractors, who feel they need to raise certain issues relating to the business, in confidence.

Principles

The Public Interest Disclosure Act 1998 (commonly known as the 'Whistle-blowing Act') came into effect on 1st July 1999. This act sets out a framework to promote the responsible and protected disclosure of concerns on the following matters:

- That a criminal offence has been committed, is being committed or is likely to be committed;
- That a person has failed, is failing or is likely to fail to comply with a legal obligations which they are subject to;
- That a miscarriage of justice has occurred, is occurring or is likely to occur;
- That the health and safety of an individual has been, is being or is likely to be endangered;
- That the environment has been, is being or is likely to be damaged;
- That information to show any matter falling within the matters above has been, is being, or is likely to be concealed.

This procedure is not a substitute for the Company's Grievance Policy or the Bullying and Harassment Policy and is not a channel for staff to raise matters in relation to their terms and conditions of employment.

The procedure allows individuals to have their concerns treated in confidence.

All concerns must be raised in good faith. Anyone who abuses the procedure (for example by maliciously raising a concern they know to be untrue) will be subject to disciplinary action, as will anyone who victimises a colleague by raising a concern through this procedure.

Our Assurances

The Senior Management Team is committed to this policy. If you raise a genuine concern you will not be at risk of damaging your position as a result. Provided you are acting in good faith, it does not matter whether or not your concern proves to be well founded. The Company does not of course extend this assurance to someone who acts from an improper motive, and raises a matter they know to be untrue.

The Company will not tolerate the victimisation of anyone raising a genuine concern, and anyone responsible for such conduct will be subject to disciplinary action.

You may decide that you want to raise a concern in confidence. Therefore, if you ask for your identity to be protected, it will not be disclosed without your consent. If a situation arises where it is not possible to deal with the concern without revealing your identity (for instance because your evidence is needed in court), there will be a discussion as to whether and how we can proceed.

Procedure

Step 1: Internal Line Management

If you have a concern about malpractice, we hope you will feel able to raise it first with your manager. This may be done orally or in writing. It will help if you state the facts of the matter clearly. You can outline how you would like it to be investigated. If you have a direct or personal interest in the matter, you should also tell us at this stage. If you are writing, remember to give details of how you can be contacted.

Step 2: Alternative Internal Contacts

If you feel unable to raise the matter with someone in your immediate line management, for whatever reason, please contact us on the below;

E-mail: whistleblowing@ao.com or whistleblowing@expertlogistics.co.uk
Telephone: 01204 672601
Address: Whistleblowing, AO Park, 5A The Parklands, Lostock, Bolton, BL6 4SD

If you want to raise the matter in confidence we will ensure that practical measures are put in place to protect your identity. We will contact you by the most secure means. We will not disclose your identity without your consent, unless we are required to do so by law.

Step 3: How will the matter be handled?

Once you have reported your concern, we will look into it to assess initially what action should be taken. You may be asked how you think the matter might best be resolved. If your concern falls more properly within the other policies (e.g. Grievance, Harassment Policies) you will be advised.

The Company will institute the appropriate enquiries and/or investigations and will:

- Tell you who is handling the matter and how you can contact him or her;
- Say whether your further assistance may be requested; and
- If requested, you will be written to, with a summary of your concern and an outline of how the Company proposes to handle it.

While the purpose of this policy is to enable the Company to investigate possible malpractice and take appropriate steps to deal with it, we will give you as much feedback as we properly can. If requested, we will

confirm our response to you in writing. Please note however, we may not be able to tell you the precise action we take where this would infringe a duty of confidentiality owed by us to someone else.

Step 4: If you are dissatisfied

If you are unhappy with the Company's response, remember you can go to the other levels and bodies detailed in this policy. While the Company cannot guarantee that it will respond to all matters in the way that you might wish, the matter will be handled fairly and properly. By using this policy, you will help us to achieve this.

Full details of this Whistle-blowing Policy and Procedure can be obtained from the HR Team.

Smoking Policy and Procedure

Policy

It is the policy of the Company that all our work places are smoke free, and all employees have a right to work in a smoke free environment.

Smoking is prohibited in all enclosed and substantially enclosed areas within the workplace including company vehicles. Employees are permitted to smoke in the smoking shelter provided, but are not permitted to smoke in the external area surrounding the main reception door and the route to the shelter. Smoking in prohibited areas will not be tolerated and may be treated as Gross Misconduct. This policy applies to all employees, contractors and visitors.

Principles

This policy has been developed to protect all employees and visitors from exposure to second hand smoke and to assist compliance with the Health Act 2006.

Procedure

Managers will be monitoring employees' compliance to the policy and any breach may result in disciplinary actions being taken. Those who do not comply with the smoke free law may also be liable to a fixed penalty fine and possible criminal prosecution.

Separately, under the Clean Neighbourhoods and Environment Act, smokers are also liable for "on the spot" litter fines if caught discarding smoking materials in areas other than in the receptacles provided.

E-Cigarettes

The Company acknowledges that some employees may wish to make use of electronic cigarettes in the workplace, particularly as an aid to giving up smoking. E-cigarettes are battery-powered products that release a visible vapour which contains liquid nicotine that is inhaled by the user.

Although they fall outside the scope of smoke-free legislation, the Company prohibits the use of e-cigarettes in the workplace. Although they do not produce smoke, E-cigarettes produce a vapour that could provide an annoyance or health risk to other employees. E-cigarette models can also, particularly from a distance; look like real cigarettes, therefore creating an impression for visitors, customers and other employees that it is acceptable to smoke. Employees are permitted to smoke e-cigarette devices in the smoking shelter provided.

A copy of this Smoking Policy and Procedure can be obtained from the HR Team.

Social Media Policy

Use of Social Media at Work

The Company encourages employees to make reasonable and appropriate use of social media websites as part of their work as this is an important part of how the Company promotes its services and communicates with its customers. However, employees who use social media websites as part of their job are required to comply with the rules set out in this policy.

Use of Social Media in your Personal Life

The Company also recognises that many employees make use of social media in a personal capacity. However while they are not acting on behalf of the Company, employees must be aware that they can damage the Company if they are recognised as being one of our employees.

Principles

Any communications that employees make in a personal or professional capacity through social media must not bring the Company into disrepute, breach copyright or do anything that could be considered discriminatory against, or bullying or harassment of any individual, for example by:

- Criticising or arguing with customers, colleagues or rivals;
- Making defamatory comments about individuals or other organisations or groups;
- Posting images that are inappropriate or links to inappropriate content;
- Breaching confidentiality;
- Revealing trade secrets or information owned by the Company;
- Giving away confidential information about an individual (such as a colleague or customer contact), or organisation (such as a rival business);
- Discussing the Company's internal workings (such as future business plans that have not been communicated to the public);
- Using someone else's images or written content without permission;
- Failing to give acknowledgement where permission has been given to reproduce something;
- Making offensive or derogatory comments relating to sex, gender reassignment, race disability, sexual orientation, religion or belief or age;
- Using social media to bully another individual (such as an employee of the Company);
- Posting images that are discriminatory or offensive (or links to such content).

Monitoring use of Social Media

The Company reserves the right to monitor employees' internet usage, but will endeavour to inform an affected employee when this is to happen and the reasons for it. The Company considers that valid reasons for checking an employee's internet usage include suspicions that the employee has:

- Been spending an excessive amount of time using social media websites for non-work-related activity; or
- Acted in a way that is in breach of the rules set out in this policy.

Access to particular social media websites may be withdrawn in any case of misuse.

Disciplinary action over Social Media use

All employees are required to adhere to this policy. Employees should note that any breaches of this policy may lead to disciplinary action. Serious breaches of this policy, for example incidents of bullying of colleagues or social

media activity causing serious damage to the Company, may constitute Gross Misconduct and may lead to summary dismissal.

A copy of this Social Media Usage Policy can be obtained from the HR Team.

Senior Manager & Certification Regime (SM&CR) Policy

Introduction

In December 2019, the Financial Conduct Authority (FCA) introduced changes to how they regulate people working in financial services, these changes bring about a new regime named the Senior Manager and Certification Regime (SM&CR). The new regime applies to AOers who interact with AO Financial Services products and processes, for clarity this includes back office operations such as HR, Finance, Trading, Marketing and Tech.

SM&CR aims to reduce harm to consumers and strengthen market integrity by creating a system that enables firms like AO and regulators such as the FCA to hold people to account.

The regimes aims are:

- encourage employees to take personal responsibility for their actions
- improve conduct at all levels
- make sure firms and staff clearly understand and can show who does what

The FCA have implemented SM&CR in a proportional way meaning that the requirements are determined by the type and volume of activities performed, with banks and pension companies being the highest risk.

There are three risk categories. AO Retail Limited falls into the lowest risk category - Limited Scope.

Roles and Responsibilities under SM&CR

The Senior Managers Regime - As a SM&CR Limited Scope company, AO is required to assign responsibility to one individual for all regulated permissions and activities. As a member of the board and the most senior person with ultimate operational accountability or regulated activities within AO, the Chief Operating Officer (COO) has been selected as the appropriate person to be assigned the role of Senior Manager.

The Certification Regime - Whilst the Senior Manager has ultimate personal accountability for all financial services activities, there are some other individuals within AO whose roles have been assessed to be Significant Management Functions in relation to Financial Services. AO has determined that the below roles fall under the scope of the SM&CR Certification Regime.

- Chief Executive Officer
- Chief Finance Officer
- Managing Director Financial Services
- Managing Director Retail

Whilst these individuals are not required to be authorised by the FCA, AO is required to annually certify that they are Fit and Proper to undertake the role.

Fitness & Propriety (F&P)

The F&P assessment must be undertaken in advance of the Senior Manager or Certified Person commencing in role and also annually, 12 months from the date the assessment was originally undertaken. The most important considerations in relation to the Fitness & Propriety of an individual as outlined by the Regulator are:

- Honesty, integrity and reputation
- Competence and capability
- Financial soundness

A process has been developed within AO to ensure effective Fitness & Propriety assessments are carried out in the timelines required, and ensures consideration of appropriate and consistent information when making an assessment. These assessments will be subjective and based on the individual; an evidence trail will be stored by AO following completion of the process and retained on an employee file for a minimum of six years.

As best practice, AO has also decided to perform the Fitness and Propriety assessments on all employees who interact with Financial Services. AOers who are not Senior Managers or Certified Persons will be allowed to commence work/ training with AO before checks are completed but are not allowed to interact with customers or have access to customer data.

All AOers who touch financial services will receive mandatory eLearning which they must complete on an annual basis.

Regulatory References

Under SM&CR, AO must obtain regulatory references for the past six years of employment for any Senior Manager, Certified Person or Notified Non-Exec Director (NED) roles. These regulatory references form a part of the individual's Fitness & Propriety assessment. SM&CR also requires companies to update previously sent regulatory references if information comes to light after issue.

Companies subject to SM&CR must provide all information required as follows:

- Actual Conduct Rule breaches in the past six years
- Any associated disciplinary action taken as a result of a Conduct Rule breach in the past six years
- Any information relating to the failure of a F&P assessment for the individual which meant they were unable to perform a role in the past six years

Additionally, AO will document any further information relevant to the assessment of the individual's Fitness & Propriety, such as information about an individual's resignation whilst under investigation. This will only relate to issues that occurred in the six years prior to the request for a reference or in the time taken to create the reference. However, if the issue relates to serious misconduct, there is no time limit.

Conduct Rules

SM&CR introduces a set of Conduct Rules which reflect the core standards the FCA expects of AOers who interact with AO Financial Services products. There are nine rules, five of which are applicable to all and four additional rules applicable to Senior Managers (SMFs) with the exception of Senior Manager Conduct Rule 4 which also applies to Notified NEDs. The rules are shown below:

Individual Conduct Rules

1. You must act with integrity
2. You must act with due care, skill and diligence

3. You must be open and cooperative with the FCA, the PRA and other regulators
4. You must pay due regard to the interests of customers and treat them fairly
5. You must observe proper standards of market conduct

Senior Manager Conduct Rules

1. You must take reasonable steps to ensure that the business of the company for which you are responsible is controlled effectively
2. You must take reasonable steps to ensure that the business of the company for which you are responsible complies with the relevant requirements and standards of the regulatory system
3. You must take reasonable steps to ensure that any delegation of your responsibilities is to an appropriate person and that you oversee the discharge of the delegated responsibility effectively
4. You must disclose appropriately any information of which the FCA would reasonably expect notice.

The key sources of conduct related issues which require assessment against the Conduct Rules come from the Disciplinary policy / procedure, the Whistleblowing procedure and from the Incident and Breach Reporting procedure. Under SM&CR, AO must report any breaches of the Conduct Rules and associated disciplinary action to the FCA. A record will also be held on the AOers People file. The procedure is closely aligned with the existing Disciplinary procedure.

Should a Conduct Rule breach be recorded against an AOer, AO is obliged to disclose this to any future employer under its regulatory reference obligations. This is only relevant where the AOer is applying for a new role in a different organisation where that role falls within the scope of the regulations.

Appendix

AO Park

Car Parking

We offer free parking at the Hercules Business Park which is just off Lostock Lane near the top of Cranfield Road - a 10 minute walk from AO Park and patrolled daily by security guards. There are 60 AO parking spaces on the left hand side and a further 240 spaces are on the right hand side up the small ramp. Both areas are clearly marked for you to follow.

Walkway

Please can make sure that you are careful when walking around the car park. Please try to keep out the way of vehicles. When you leave the building try to keep to the right hand side and when entering, the left hand side.

Bike shed

The bike shed is located next to the bin store. The door is secured with a coded lock; the code can be obtained from reception. However you must use your own bicycle lock as the Company will not accept responsibility for any damage or theft.

Tea Points

There is a tea point located on each floor. The tea points are stocked with tea, coffee, milk and sugar at all times. There is also a filter tap that you can get cold drinking water, hot drinking water and a normal tap for washing up. There are dishwashers in each tea point that will be filled by the cleaners. If you have any dirty pots please leave them on the silver trolleys provided at each tea point ready to be put into the dishwashers.

Please use the drawers and bottom shelf in the right hand fridge at each tea point to store your lunches.

Fridges and Microwaves

The fridges are situated on each floor next to the Tea Points, and also in The Park. There are also two Microwaves located in The Park.

Please adhere to the user guidelines that are positioned above each appliance. Failure to respect these rules will result in the facilities being removed.

Access Cards

You need your access card to access any area within the building and also to pay for purchases in The Park. Therefore if you forget it please speak to reception to be issued with a temporary pass for the day. You can still use the credit on your card by using your unique pin number which you can obtain from the Facilities Team. The temporary pass is to be returned by the end of the day and any lost passes permanent or temporary will be charged at £10.00 for a replacement.

Fire Assembly Point

The fire assembly points are displayed on the health and safety notice board in The Park and can also be found on the Company Intranet.

Smoking Shelter

The smoking shelter is located in the top right hand corner of the car park. You are to use only this area to smoke normal and electric cigarettes. Please do not light your cigarette as you walk out of the building or across the car park.

Lost property

If articles/goods of lost property are found, you should hand them over to the Facilities Team as soon as possible. Attempts will then be made to find the owner.

Manchester Aftercare Division

Car Parking

The nearest car park is The Grand at Chatham Street where the parking fee is at a reduced rate if your ticket has been validated by Reception.

Alternatively, our Manchester site is based in Piccadilly Gardens, a short distance from the train station, bus station and Metro Link.

Tea Point

There is a tea point located in the WOW Café. The tea point is stocked with tea, coffee, milk and sugar at all times. There is also a filter tap that you can get cold drinking water, hot drinking water and a normal tap for washing up. There is also a dishwasher in the WOW Café that will be filled by the cleaners. If you have any dirty pots please leave them on the silver trolleys provided at each tea point ready to be put into the dishwashers.

Please use the drawers and bottom shelf in the fridges in the break out area to store your lunches.

Fridges and Microwaves

There are two fridges and a microwave situated in the WOW Café which is located next to Reception. Please adhere to the user guidelines that are positioned above each appliance. Failure to respect these rules will result in the facilities being removed.

Lost property

If articles/goods of lost property are found, you should hand them into Reception as soon as possible. Attempts will then be made to find the owner.

Fire Assembly Points

In the event of an alarm, Fire Marshalls will make themselves known to you, please follow the direction of the nearest Fire Marshall to you. The fire assembly points are displayed on the health and safety notice board outside the WOW Café.

First Aid

First Aiders can be found on the health and safety notice board outside the WOW Café. The first aid boxes are located at each end of the contact centres.

Smoking Area

There is a smoking shelter located on the car deck (2nd Floor) of the building. Bruntwood have very strict rules about smoking and you must ensure that you smoke only in the designated areas which are clearly indicated.