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We are Austin Hayes

Welcome to Austin Hayes! We want you to enjoy working at Austin Hayes as much as we do. This section of our Employee Handbook explains who we are, our history, what we do, and how we do it. It also lists our key contacts who are available to support you now and throughout your career with us.

1. Introduction

Welcome to Austin Hayes Limited!

- 1.1. We have over 70 years of ammunition packaging refurbishment experience.
- 1.2. We understand that the success of the business is driven by our hard-working team and therefore, we are constantly striving to improve our employee experience. We would not be Austin Hayes without our amazing team behind us.

2. Company History

- 2.1. With over 70 years of providing specialist services to supply, refurbish or recycle munition packaging, Austin Hayes has continually evolved to deliver our customers their very specific needs.
- 2.2. Our manufacturing facility has grown over this time and now spreads across six separate manufacturing units, all designed and laid out specifically for the purpose of efficient munition packaging services. The dynamic needs of our customers requiring us to create a flexible manufacturing facility to fulfil their ever-changing demands.

3. Vision, Mission and Values

- 3.1. Our business is built on a foundation of quality assurance, uncompromising safety and steadfast loyalty. It is our decades of experience and core values that have propelled us to be the leader in our industry and have allowed us to build long and lasting relationships with our customers. We use our knowledge and experience to provide total solutions for our customer's requirements, now and in the future.
- 3.2. Our mission is to provide our customers with solutions that are of the highest standard, delivered on time and within budget, and always doing right by our shareholders, our employees, our partners, our suppliers, our neighbours and our environment.
- 3.3. The foundation of the company is built on **six Key Principles**:
 - Integrity
 - Respect
 - People Development

- Responsibility
- Safety
- Performance and Quality Service

Everything we do is aligned with these.

3.4. Our ultimate purpose is to achieve a better tomorrow. And this starts with our team. Our people are our greatest asset. So, we make every effort to encourage a healthy environment and a positive mindset. In turn, this creates a safe, agile, and rewarding workplace. Together we strive to deliver excellent customer service and product outcomes while enjoying each day and providing for our families.

4. How to use this Handbook

4.1. This Handbook sets out the main policies and procedures that you will need to be aware of while working for us. Please make sure to read it and comply with the policies inside at all times. Any questions you may have about the content or what you have to do to comply with it should be referred to your manager.

4.2. To be clear, the policies and procedures set out in this handbook apply to all employees unless otherwise indicated. This means managers, officers, directors, employees, consultants, contractors, trainees, homeworkers, part-time and fixed-term employees, and casual and agency employees (collectively referred to as employees in this handbook). They do not form part of the terms of your contract with us, which are provided to you separately.

4.3. This Handbook applies to the whole Austin Hayes team whereas your contract of employment is just for you.

4.4. Our board of directors (the board) has overall responsibility for the operation of this Employee Handbook and for ensuring that its policies and procedures comply with our legal obligations. The board has delegated day-to-day responsibility for the operation of our policies and procedures to identified members of the team.

4.5. The Employee Handbook will be reviewed annually by the board to ensure it continues to meet our legal obligations and reflect best practices.

4.6. All managers have a specific responsibility to follow this Employee Handbook, to ensure that all employees understand the standards of behaviour expected of them and to take action when behaviour falls below those requirements.

4.7. Those working at a management level are asked to lead by example, ensure that those they manage adhere to the policies and procedures and promote equal opportunities.

4.8. Questions about the content or application of the Handbook should be directed to your manager.

5. Key Contacts

- 5.1.** As a first port of call, if you have any issues or questions, you should ask your manager who will be able to find you the right answer.

- 5.2.** We need to have your details in case we need to get hold of you. When you start to work with us, we'll request your home address, telephone number and the details of your emergency contacts should we not be able to get a hold of you or need to contact them in case of an emergency (e.g. you are involved in an accident). This information is held in confidence and will only be used when needed.

- 5.3.** It is your responsibility to inform your manager if your details change so they can keep our records up to date. Please make sure to let them know as soon as any of your details change.

How does Austin Hayes explain everyday ‘people processes’?

These are policies and procedures which will help you settle in and quickly become part of the Austin Hayes culture. They explain the way we do things in relation to everyday activities such as requesting time off, timekeeping rules, dress-code etc.

6. Dress Code

6.1. About this Policy

6.1.1. We encourage everyone within the Austin Hayes team to maintain an appropriate standard of dress and personal appearance at work. This dress code lays out our basic guidelines on appropriate clothing and appearance at Austin Hayes so that we:

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

6.1.2. We take your health and safety very seriously and therefore, if you fail to comply with the dress code, it may result in action under our Disciplinary Procedure. We want to avoid this at all costs so we ask that you read this policy carefully and if you are still unsure about anything, please speak to your manager.

6.1.3. We will review our dress code regularly to ensure it is up-to-date and continues to meet our needs.

6.1.4. This policy does not form part of any employee's contract of employment and we may amend it at any time.

6.2. Appearance

6.2.1. While working at Austin Hayes you are our representative and your appearance contributes to our reputation and the development of the business.

6.2.2. It is important to us that you appear clean and smart at all times when at work, particularly when you may be in contact with clients, other business contacts or the general public.

6.2.3. Different departments/shops have specific clothing requirements due to the nature of the individual tasks. It is important that you dress in a manner appropriate to your working environment and the type of work you do and make sure you are wearing all of the mandatory Personal Protective Equipment for that job.

6.2.4. If you work on the shop floor, you will be required to wear any PPE provided by us, which should be kept clean and neat. If you are in a customer-facing role, you should wear smart

business attire while at work. Footwear should be appropriate and clean and take account of health and safety considerations. Where we provide safety clothing and equipment, including protective footwear, it should be worn or used as appropriate and directed. You should not wear clothing or jewellery that could present a health and safety risk.

6.2.5. If you have concerns regarding your PPE, please speak to your manager as soon as possible.

6.3. Religious and Cultural Dress

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

6.3.2. Your manager will give you further information and guidance on cultural and religious dress in the workplace.

6.3.3. Our priority at all times is to keep our team safe. Where necessary, we will seek advice from the Health and Safety Officer.

7. Sickness

7.1. About this Policy

- 7.1.1. This Sickness Absence Policy sets out our procedures for you reporting sickness absences and for how we will manage sickness absences fairly and consistently.
- 7.1.2. Sickness absence can vary from short intermittent periods of ill-health to a continuous period of long-term absence and have a number of different causes (for example, injuries, recurring conditions, or a serious illness requiring lengthy treatment).
- 7.1.3. We are all individuals, so we will ensure that the reasons for sickness absence are understood in each case and investigated where necessary. In addition, we will do everything we can to help you return to work if you have been off due to sickness absence.
- 7.1.4. This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.
- 7.1.5. This policy does not form part of any employee's contract of employment and we may amend it at any time.
- 7.1.6. Any information you provide to us about your health will be processed in accordance with our Data Protection Policy. We recognise that such data is sensitive and will handle it in a confidential manner.

7.2. Personnel Responsible for this Policy

- 7.2.1. Our board of directors (the board) has overall responsibility for this policy but day-to-day responsibility for overseeing it lies with the managers.
- 7.2.2. All managers have a specific responsibility to ensure that all employees understand the procedure they are required to follow and to take action when behaviour falls below its requirements.

7.3. Disabilities

- 7.3.1. We understand that sometimes sickness absence may be linked to a disability. At each stage of the sickness absence procedure, we will pay close attention to whether there are reasonable adjustments that could be made to your job or working arrangement that will help to support you at work and/or assist a return to work.
- 7.3.2. If you are affected by a disability or any medical condition which affects your ability to undertake your work, please inform your manager so we can help.

7.4. Sickness Absence Reporting Procedure

- 7.4.1. If you are taken ill or injured while at work, please report to your manager. Managers should contact a Director to make arrangements for anyone who is unwell to be accompanied home or to receive medical treatment where necessary.
- 7.4.2. If you are not well enough to come to work, we ask that you telephone (no texts) the Austin Hayes Duty Manager line on 07880 701021 on each day of absence from 6.00 am and no later than 6.45 am. During the call, please provide the following:

- The nature of your illness or injury.
- The expected length of your absence from work.
- Contact details.
- Any outstanding or urgent work that requires attention.

7.4.3. In order for managers to make an accurate production plan for the following day, you must call the Austin Hayes Duty Manager line between 4.30 pm and 5.00 pm to let us know whether or not you will be back at work the following day.

7.4.4. Managers should ensure that:

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

7.4.5. We care about our employees and your health. Therefore, you should expect to be contacted during your absence by your manager who will want to enquire about your health.

7.5. Evidence of Incapacity

7.5.1. For sickness absence of between four and seven calendar days, you will be asked to complete a self-certification form which is available from your manager.

7.5.2. For an absence of more than a week, please obtain a certificate from a medical professional (a "Statement of Fitness for Work") stating that you are not fit for work and the reason(s) why for our records. This should be forwarded to your manager as soon as possible. If your absence continues, further medical certificates must be provided to cover the whole period of absence.

7.5.3. If your medical professional provides a certificate stating that you "may be fit for work" please inform your manager immediately. We will take the time to discuss with you any additional measures that may be needed to help you return to work, taking account of your doctor's advice. This may take place at a return-to-work interview. If we cannot accommodate the suggested additional measures, unfortunately, you will remain on sick leave and we will set a date to review the situation.

7.5.4. Where we are concerned about the reason for absence, or frequent short-term absence, we may require a medical certificate for each absence regardless of duration. If this is the case, for absences of a week or less we will cover any costs of obtaining the certificate, on production of a doctor's invoice.

7.6. Unauthorised Absence

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

7.6.2. If you do not follow this procedure when reporting sickness absence, the absence will be treated as unauthorised.

7.6.3. If you do not report for work and have not telephoned the Austin Hayes Duty Manager line to explain the reason for your absence, we will try to contact you, by telephone and in

writing if necessary. This should not be treated as a substitute for reporting sickness absence, this is for our peace of mind that you are safe and well.

7.7. Sick Pay

7.7.1. You may be entitled to Statutory Sick Pay (SSP) if you satisfy the relevant statutory requirements. Qualifying days for SSP are Monday to Thursday or as set out in your employment contract. The rate of SSP is set by the government in April each year. No SSP is payable for the first three consecutive days of absence. It starts on the fourth day of absence and may be payable for up to 28 weeks. If you are not eligible for SSP or if your SSP entitlement is coming to an end, we will give you an SSP1 form telling you the reasons.

7.7.2. If a period of sickness absence is or appears to be a result of negligence, nuisance or breach of any statutory duty on the part of a third party, in respect of which damages are or may be recoverable, you must immediately notify your manager of that fact and of any claim, compromise, settlement or judgment made or awarded in connection with it and all relevant particulars that we may reasonably require. If we require you to do so, you must co-operate in any related legal proceedings and refund to us that part of any damages or compensation you recover that relates to lost earnings for the period of sickness absence as we may reasonably determine, less any costs you incurred in connection with the recovery of such damages or compensation, provided that the amount to be refunded to us shall not exceed the total amount we paid to you in respect of the period of sickness absence.

7.7.3. Any employer and employee pension contributions will continue subject to the relevant scheme rules during any period of Company sick pay or SSP.

7.8. Sick Leave and Holidays

7.8.1. If you become sick or injured while on annual leave such that you would be unfit for work, we may treat the period of incapacity as sick leave and allow you to reclaim the annual leave.

7.8.2. To be able to claim Company sick pay you must notify your manager of your incapacity immediately, and the usual requirements for medical evidence in this policy will also apply, even if you are abroad.

7.8.3. If you are on sick leave you may choose to cancel any pre-arranged annual leave that would otherwise coincide with your sick leave. You should notify your manager as soon as possible that you wish to do this.

7.8.4. If your period of sick leave extends into the next holiday year, or if there is not enough time left in the current holiday year to make it practicable to take your remaining holiday entitlement, you can carry any unused holiday entitlement over to the following leave year to be used within three months of your return to work. Any annual leave not taken within 18 months of the end of the holiday year in which it accrues (whether or not you have returned to work) will be lost.

7.9. Keeping in Contact During Sickness Absence

7.9.1. If you are absent on sick leave you should expect to be contacted from time to time by your manager in order to discuss your wellbeing, expected length of continued absence from

work and any of your work that requires attention. This contact is intended to provide reassurance and will be kept to a reasonable minimum.

7.9.2. If you have any concerns while absent on sick leave, whether about the reason for your absence or your ability to return to work, you should feel free to contact the Austin Hayes Duty Manager line at any time. We're all here to help you.

7.10. Medical Examinations

7.10.1. We may, at any time in operating this policy, require you to consent to a medical examination by a doctor nominated by us (at our expense) if we are concerned about your health.

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

7.11. Return-to-work Interviews

7.11.1. If you have been absent on sick leave, we will arrange for you to have a return-to-work interview with your manager once you are feeling better.

7.11.2. A return-to-work interview is our opportunity to hear how you are doing, and for you to bring any relevant matters to our attention, for example, any new medication you have been prescribed.

7.11.3. Where your doctor has provided a certificate stating that you "may be fit for work" we will usually hold a return-to-work interview to discuss any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice.

7.12. Returning to Work from Long-term Sickness Absence

7.12.1. We are committed to helping members of the team return to work from long-term sickness absence. As part of our sickness absence meetings procedure, we will, where appropriate and possible, support returns to work by:

- Obtaining medical advice;
- Making reasonable adjustments to the workplace, working practices and working hours;
- Considering redeployment; and/or
- Agreeing a return-to-work programme with everyone affected.

7.12.2. If you are unable to return to work in the longer term, we will consider whether you are entitled to any benefits under your contract and/or any insurance schemes we operate.

7.13. Sickness Absence Meetings Procedure

7.13.1. We may apply this procedure whenever we consider it necessary, including, for example, if you

- Have been absent due to illness on three occasions within a rolling 90 calendar-day period;
- Have discussed matters at a return-to-work interview that require investigation; and/or
- Have been absent for more than 28 days.

- 7.13.2. Unless it is impractical to do so, we will give you two days' written notice of the date, time and place of a sickness absence meeting. We will put any concerns about your sickness absence and the basis for those concerns in to advise why the meeting is being called. A reasonable opportunity for you to consider this information before a meeting will be provided.
- 7.13.3. The meeting will be conducted by your manager. You may bring a colleague with you to the meeting.
- 7.13.4. Please take all reasonable steps to attend a meeting. Failure to do so without good reason may be treated as misconduct. If you or your colleague are unable to attend at the time specified, you should immediately inform your manager who will seek to agree an alternative time.
- 7.13.5. A meeting may be adjourned if your manager is awaiting receipt of information, needs to gather any further information or give consideration to matters discussed at a previous meeting. You will be given a reasonable opportunity to consider any new information obtained before the meeting is reconvened.
- 7.13.6. We will write to you within one week of a sickness absence meeting (unless this time scale is not practicable with the decision, the reason for it and your right of appeal.
- 7.13.7. If, at any time, your manager considers that you have taken or are taking sickness absence when you are not unwell, they may refer matters to be dealt with under our Disciplinary Procedure.

7.14. Right to be Accompanied at Meetings

- 7.14.1. You may bring a colleague to any meeting or appeal meeting under this procedure.
- 7.14.2. Their details must be given to the manager conducting the meeting, in good time before it takes place.
- 7.14.3. All of our team are allowed reasonable time off from duties without loss of pay to act as a colleague. However, you are not obliged to act as a colleague and may decline a request if you so wish.
- 7.14.4. A colleague may make representations, ask questions, and sum up your position, but will not be allowed to answer questions on your behalf. You may speak privately with your colleague at any time during a meeting.

7.15. Stage one: first sickness absence meeting

- 7.15.1. This will follow the procedure set out above on the arrangements for and right to be accompanied at sickness absence meetings.
- 7.15.2. The purposes of a first sickness absence meeting may include:
- Discussing the reasons for absence.
 - Where you are on long-term sickness absence, determining how long the absence is likely to last.

- Where you have been absent on three occasions, determining the likelihood of further absences.
- Considering whether medical advice is required.
- Considering what, if any, measures might improve your health and/or attendance.
- Agreeing a way forward, action that will be taken and a timescale for review and/or a further meeting under the sickness absence procedure.

7.16. Stage two: further sickness absence meeting(s)

7.16.1. Depending on the matters discussed at the first stage of the sickness absence procedure, a further meeting or meetings may be necessary. Arrangements for meetings under the second stage of the sickness absence procedure will follow the procedure set out above on the arrangements for and right to be accompanied at sickness absence meetings.

7.16.2. The purposes of further meeting(s) may include:

- Discussing the reasons for and impact of your ongoing absence(s).
- Where you are on long-term sickness absence, discussing how long your absence is likely to last.
- Where you have been absent on a number of occasions, discussing the likelihood of further absences.
- If it has not been obtained, considering whether medical advice is required. If it has been obtained, considering the advice that has been given and whether further advice is required.
- Considering your ability to return to/remain in your job in view of both your capabilities and our business needs and any adjustments that can reasonably be made to your job to enable you to do so.
- Considering possible redeployment opportunities and whether any adjustments can reasonably be made to assist in redeploying you.
- Where you can return from long-term sick leave, whether to your job or a redeployed job, agreeing a return-to-work programme.
- If it is considered that you are unlikely to be able to return to work from long-term absence, whether there are any benefits for which you should be considered.
- Agreeing a way forward, action that will be taken and a timescale for review and/or a further meeting(s). This may, depending on steps we have already taken, include warning you that you are at risk of dismissal.

7.17. Stage three: final sickness absence meeting

7.17.1. Where you have been warned that you are at risk of dismissal, we may invite you to a meeting under the third stage of the sickness absence procedure. Arrangements for this meeting will follow the procedure set out above on the arrangements for and right to be accompanied at sickness absence meetings.

7.17.2. The purposes of the meeting will be:

- To review the meetings that have taken place and matters discussed with you.
- Where you remain on long-term sickness absence, to consider whether there have been any changes since the last meeting under stage two of the procedure, either as regards your possible return to work or opportunities for return or redeployment.
- To consider any further matters that you wish to raise.
- To consider whether there is a reasonable likelihood of you returning to work or achieving the desired level of attendance in a reasonable time.

- To consider the possible termination of your employment.

7.17.3. Termination will normally be with full notice or payment in lieu of notice.

7.18. Appeals

7.18.1. You may appeal against the outcome of any stage of this procedure and you may bring a colleague to an appeal meeting.

7.18.2. An appeal should be made in writing, stating the full grounds of appeal, to your manager within one week of the date on which you were informed of the decision.

7.18.3. Unless it is not practicable, we will give you written notice of an appeal meeting within one week of the meeting. In cases of dismissal, the appeal will be held as soon as possible. Any new matters raised in an appeal may delay an appeal meeting if further investigation is required.

7.18.4. You will be provided with written details of any new information which comes to light before an appeal meeting. You will also be given a reasonable opportunity to consider this information before the meeting.

7.18.5. Where practicable, an appeal meeting will be conducted by a manager senior to the individual who conducted the sickness absence meeting.

7.18.6. Depending on the circumstances, an appeal meeting may be a complete rehearing of the matter or a review of the original decision.

7.18.7. The final decision will be confirmed in writing, if possible, within one week of the appeal meeting. There will be no further right of appeal.

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

8. Timekeeping

8.1. Purpose of this Policy

8.1.1. This policy sets out the Company's standards for the management of employees' attendance and timekeeping.

8.1.2. The process sets out how attendance and timekeeping are monitored and how issues arising from this are dealt with. We believe it is important to arrive at work on time and ready to work hard as this motivates the entire team to reach for success.

8.1.3. Absences from the workplace due to sickness or injury are covered by the rules set out in the Company's Sickness Absence policy.

8.2. Timekeeping standards

8.2.1. We expect everyone to have excellent standards in relation to timekeeping.

8.2.2. We expect all our employees to report to work punctually, clock in before each shift and clock out whenever they leave work for any reason and at the end of each shift. You should observe the usual hours of work as set out in your contract of employment, including the provision for rest and lunch breaks.

8.2.3. Failing to report for work on time without prior warning is detrimental to the efficient running of the business and lateness can impose unnecessary and unfair burdens on your work colleagues in respect of covering for your absence.

8.3. Lateness

8.3.1. If you are unable to arrive by your contractual or scheduled start time for any reason, you should telephone the Austin Hayes Duty Manager line on 07880 701021 between 6 am and 6.45 am to explain the reasons for your lateness and your anticipated arrival time. You should report immediately to your manager when you get to work to confirm your attendance and clock in for your shift.

8.4. Early finishes

8.4.1. If you need to leave work prior to your contractual or scheduled finish time it may not be a problem but you should discuss the matter with your manager in advance. You are only permitted to finish early with your manager's approval as we take the health and safety of our employees very seriously.

8.5. Recording attendance

8.5.1. Upon arrival at work, you are expected to clock in before starting your shift at 7.00 am and at the end of a shift you are expected to clock out.

8.5.2. Failure to follow the correct procedure in relation to clocking in and out will result in timekeeping records that are not of an acceptable standard and prevent correct calculation of your weekly wage which we as a Company want to avoid. Austin Hayes monitors timekeeping records on a daily basis and any failure to follow the correct procedure will result in an administration cost equivalent to 15 minutes' pay being deducted from your wage for each occurrence of correction required.

8.5.3. In addition, a failure to record attendance properly could have serious consequences in the event of fire or evacuation, as the Company will have an incomplete record of those present in the building/site and this may lead to an unnecessary search for a member of the team in an emergency.

8.5.4. Clocking in for or on behalf of another member of the team or asking someone else to clock in or out for you is not allowed for health and safety reasons and will lead to formal disciplinary action being taken against you/and may lead to disciplinary action in one of the following ways:

- First written warning
- Final written warning
- Dismissal
- Alternatives to dismissal.

8.6. Informal action

8.6.1. If your manager identifies issues with your timekeeping, the first step will usually involve an informal discussion to understand the reasons and look at ways to avoid a recurrence. Clear timekeeping standards will be repeated so that you are aware of the Company's expectations.

8.6.2. Should you have three instances of poor timekeeping during a rolling 90 calendar-day period, you will be invited to a formal meeting to discuss the matter.

8.7. Formal Action

8.7.1. Failing to comply with the timekeeping policy, or exhibiting poor timekeeping standards without reasonable excuse, are disciplinary offences. These will be dealt with in accordance with the Company's disciplinary procedure and disciplinary action will be taken in one of the following ways:

- First written warning
- Final written warning
- Dismissal
- Alternatives to dismissal.

9. Holidays

9.1. About this Policy

9.1.1. Taking time off work to relax and refresh makes our team the best it can be when they come back to work so we take holidays very seriously. This policy sets out our arrangements for employees wishing to take holidays (also known as annual leave).

9.1.2. This policy covers all employees at all levels and grades, including full-time, part-time, permanent and fixed-term employees, managers, directors, trainees, and homeworkers.

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

9.2. Your Holiday Entitlement

9.2.1. The Company's holiday year runs from 1 January to 31 December. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis rounded up to the nearest half day. E.g. if you only work six months out of the year, you will receive half of your normal entitlement.

9.2.2. You are entitled to 5.6 weeks of paid holiday during each holiday year or the pro rata equivalent if you work part-time.

9.2.3. Due to the nature of the business, we do not recognise bank holidays, which are deemed normal working days, and you are not entitled to receive any such day as holiday. Employees scheduled to work on a prescribed bank holiday will receive their normal basic salary in respect of hours worked unless we confirm otherwise.

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

9.2.5. Unused holiday can only be carried over to another holiday year:

- In cases involving sickness absence;
- In cases of maternity, paternity, adoption, parental or shared parental leave;
- If otherwise required by law.

9.3. Taking Holiday

9.3.1. All holiday must be approved in advance by your manager so we ask that you give as much notice as possible of holiday requests to ensure we can honour as many as possible. You should give at least one week's notice of holiday requests to allow planning of rotas or work schedules where necessary. Please do not make travel bookings until approval has been given, just in case.

9.3.2. We may require you to take (or not to take) holiday on particular dates, including when the business is closed, particularly busy, or during your notice period provided we give you notice equal to twice the number of days required. E.g. we will give you two days' notice if we require you to take one day's leave on a particular date.

9.4. Sickness During Periods of Holiday

- 9.4.1. If you are sick or injured during a holiday period and would have been incapable of work, you may choose to treat the period of incapacity as sick leave and reclaim the affected days of holiday.
- 9.4.2. Employees already on sick leave before a pre-arranged period of holiday may choose to cancel any days of holiday that coincide with the period of incapacity and treat them as sick leave.
- 9.4.3. Dishonest claims or other abuse of this policy will be treated as misconduct under our disciplinary procedure.

9.5. Long-term Sickness Absence and Holiday Entitlement

- 9.5.1. Holiday entitlement continues to accrue during periods of sick leave.
- 9.5.2. If you are on a period of sick leave which spans two holiday years, or if you return to work after sick leave so close to the end of the holiday year that you cannot reasonably take your remaining holiday, you may carry over unused holiday to the following leave year.
- 9.5.3. Carry over under this rule is limited to the four-week minimum holiday entitlement under EU law (which includes bank holidays), less any leave taken during the holiday year that has just ended. If you have taken four weeks' holiday by the end of the holiday year, you will not be allowed to carry anything over under this rule. If you have taken less than four weeks, the remainder may be carried over under this rule. For example, a full-time employee who has taken two weeks' holiday plus two bank holidays before starting long-term sick leave can only carry over one week and three days. This limit does not affect your right to carry over holiday under paragraph 9.9.2.4.
- 9.5.4. Any holiday that is carried over under this rule but is not taken within twelve months of the end of the holiday year in which it accrued will be lost.
- 9.5.5. Alternatively, you can choose to take your paid holiday during your sick leave, in which case you will be paid at your normal rate.

9.6. Family Leave and Holiday Entitlement

- 9.6.1. Holiday entitlement continues to accrue during periods of maternity, paternity, adoption, parental or shared parental leave (referred to collectively in this policy as family leave).
- 9.6.2. If you are planning a period of family leave that is likely to last beyond the end of the holiday year, you should discuss your holiday plans with your manager in good time before starting your family leave. Any holiday entitlement for the year that is not taken before starting your family leave can be carried over to the next holiday year.
- 9.6.3. For the avoidance of doubt, this covers your full holiday entitlement.
- 9.6.4. Any holiday carried over should be taken immediately before returning to work or within three months of returning to work after the family leave.

9.7. Arrangements on Termination

- 9.7.1. On termination of employment, you may be required to use any remaining holiday entitlement during your notice period. Alternatively, you will be paid in lieu of any accrued

but untaken holiday entitlement for the current holiday year to date, plus any holiday permitted to be carried over from previous years under this policy or as required by law.

10. Overtime

10.1. Purpose of the policy

10.1.1. This policy provides the Company's stance on overtime and overtime pay. Overtime hours are any hours worked by an employee in excess of those stated in individual contracts of employment (for full-time employees this is 37 hours per week).

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

10.2. Entitlements

10.2.1. There will be no requirement for any Austin Hayes employee to work more than their contracted hours each week.

10.2.2. We will never penalise you for not being able to work overtime in any given week as we understand that employees have commitments outside of work and as a Company, we care about your work/life balance and wellbeing.

10.2.3. Due to our four-day working week (Monday to Thursday), there is often the opportunity for employees to work additional overtime hours on Friday if that suits them.

10.3. Volunteers

10.3.1. If you are interested in working overtime shifts on the Friday of any given week, we ask that you inform your manager of this by 5 pm on the Monday of that week. E.g. If you are available and would like to work overtime on Friday 5th of the month, you would need to let your manager know by 5 pm on Monday 1st.

10.3.2. This request should be verbal (face-to-face).

10.4. Selection

10.4.1. Each week, your manager will pull together a list of volunteers and make a selection based on how many employees are required.

10.4.2. Your manager will make their decision fairly based on individual employee skill sets and recent performance relevant to what tasks need to be completed each week.

10.5. Overtime pay and holiday accrual

10.5.1. Payment for overtime worked will be at the rate of time and a quarter. That is, you will receive 1.25 times your usual hourly rate of pay for overtime worked.

10.6. Health and safety considerations

10.6.1. You will not normally be required to work more than 48 hours per week. We take our duty of care to employees seriously and this includes taking measures to ensure that no employee works excessive hours.

10.6.2. Any employee wishing to work occasional overtime over 48 hours a week must sign and return an 'Agreement to opt out of 48-hour working week' form. This form can be requested from the main office building.

10.6.3. All relevant health and safety requirements will be in force when working any overtime for Austin Hayes as on a normal working day.

11. Adverse Weather

11.1. About this Policy

11.1.1. This policy applies where it becomes impossible or dangerous for you to travel to work because of:

- Extreme adverse weather such as heavy snow;
- Industrial action affecting transport networks; or
- Major incidents affecting travel or public safety.

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

11.1.3. This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.

11.1.4. This policy does not form part of any employee's contract of employment and we may amend it at any time.

11.2. Travelling to Work

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

11.2.2. If you are unable to attend work on time or at all please telephone your manager between 6.00 am and 6.45 am on each affected day.

11.2.3. If you do not make a reasonable effort to attend work, fail to contact your manager or do not have a good reason for missing work may be subject to disciplinary proceedings for misconduct. We will consider all the circumstances including the distance you have to travel, local conditions in your area, the status of roads and/or public transport, and the efforts made by other employees in similar circumstances.

11.3. Absence and Pay

11.3.1. If you are absent from work due to extreme weather or other travel disruptions, you will not be entitled to be paid for the time lost.

11.3.2. If, in exceptional circumstances, we decide to close the workplace, you will be paid as if you had worked your normal hours.

11.4. School Closures and Other Childcare Issues

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

12. Remuneration

12.1. Purpose of this Policy

12.1.1. This policy sets out the arrangements for Austin Hayes to pay its' employees for their hard work.

12.1.2. This policy covers all employees at all levels and grades, including full-time, part-time, permanent and fixed-term employees, managers, directors, trainees, and homeworkers.

12.2. Payment of salaries

12.2.1. We like to reward our employees well for all their hard work and make sure they feel appreciated for all they do. Our full-time employees will be paid for 37 hours of work each week. Part-time employees will receive a pro-rated amount of pay.

12.2.2. Details of your rate of pay can be found in your contract of employment. If you no longer have a copy, please ask your manager.

12.2.3. We like to review individual rates of pay not just once per year but throughout the year to be sure our hard-working employees feel valued. These increases will be based on personal contribution and performance.

12.2.4. We will not review your pay after notice has been given by us or you to terminate your employment. In addition, any disciplinary proceedings or performance concerns will be taken into consideration when deciding whether or not to award a pay increase.

12.2.5. You will be paid weekly in arrears on or about Friday of each week directly into your bank or building society account for the hours worked the previous week.

12.3. Deductions

12.3.1. We are entitled to deduct from your pay or other payments due to you any money which you may owe us at any time or that we have incurred during your employment. Details of any deductions we are entitled to make are detailed in your contract of employment.

13. Expenses

13.1. About this Policy

- 13.1.1. This policy explains how to claim money back which you have spent on business expenses such as travel, accommodation and hospitality.
- 13.1.2. This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.
- 13.1.3. This policy does not form part of any employee's contract of employment and we may amend it at any time.

13.2. Personnel Responsible for this Policy

- 13.2.1. Our board of directors (the board) has overall responsibility for this policy but day-to-day responsibility for overseeing it lies with the managers.
- 13.2.2. All managers have a specific responsibility to ensure that all employees understand the procedure they are required to follow and to take action when behaviour falls below its requirements.

13.3. Reimbursement of Expenses

- 13.3.1. We will reimburse expenses properly incurred in accordance with this policy. Any attempt to claim expenses fraudulently or in breach of this policy may result in disciplinary action.
- 13.3.2. Expenses will only be reimbursed if they are:
- Submitted to your manager on the appropriate claim form;
 - Submitted within 28 days of being incurred;
 - Supported by relevant documents (for example, VAT receipts, tickets, and credit or debit card slips); and
 - Authorised in advance where required.
- 13.3.3. Claims for authorised expenses submitted in accordance with this policy will be paid directly into your bank with your usual weekly pay.
- 13.3.4. Any questions about the reimbursement of expenses should be put to your manager before spending.

13.4. Travel Expenses

- 13.4.1. We will reimburse the reasonable cost of necessary travel in connection with our business. The most cost-effective means of travel should be chosen if possible. The following are not treated as travel in connection with our business:
- Travel between your home and usual place of work;
 - Travel which is mainly for your own purposes; and
 - Travel which, while undertaken on our behalf, is similar or equivalent to travel between your home and your usual place of work.
- 13.4.2. **Trains.** We will reimburse the cost of standard class travel on submission of a receipt with an expense claim form.

13.4.3. **Taxis.** We do not expect you to take a taxi when there is public transport available unless it is cost-effective due to a significant saving in journey time or the number of employees travelling together. You must provide a receipt with your expense claim form.

13.4.4. **Car.** Where it is cost-effective for you to use your car for business travel, and you have been authorised to do so, you can claim a mileage allowance on proof of mileage. Your manager will have details of the current mileage rates. In addition, you can also claim for any necessary parking costs which must be supported by a receipt or the display ticket.

13.4.5. **Air travel.** If you are required to travel by plane in the course of your duties, you should discuss travel arrangements with your manager in advance.

13.4.6. Unfortunately, we will not be able to reimburse penalty fares or fines for parking or driving offences, other than at our discretion in exceptional circumstances.

13.5. Accommodation and other Overnight Expenses

13.5.1. If you are required to stay away overnight in the course of your duties, you should discuss accommodation arrangements with your manager in advance.

13.5.2. We are happy to reimburse your reasonable out-of-pocket expenses for overnight stays provided they are supported by receipts.

13.6. Entertaining Clients

13.6.1. You may entertain actual or prospective clients only where your proposal and an appropriate budget have been agreed in writing in advance with your manager. Receipts must be submitted in full with your expense claim form.

14. Company Vehicles

14.1. About this Policy

- 14.1.1. This policy deals with the rules and regulations governing the use of Company vehicles.
- 14.1.2. This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.
- 14.1.3. This policy does not form part of any employee's contract of employment and we may amend it at any time.

14.2. Personnel responsible for this Policy

- 14.2.1. Our board of directors (the board) has overall responsibility for this policy but day-to-day responsibility for overseeing it lies with the managers.
- 14.2.2. All managers have a specific responsibility to ensure that all employees understand the procedure they are required to follow and to take action when behaviour falls below its requirements.

14.3. Your Responsibilities

- 14.3.1. We require all team members who use a company vehicle to obey all current driving regulations wherever the vehicle is used and you are legally responsible for your assigned vehicle, with particular reference to:
- Road worthiness;
 - Compliance with road traffic regulations; and
 - Compliance with any mobile phone regulations prohibiting the use of a hand- held device whilst driving.

14.4. Requirements

- 14.4.1. As the driver of a Company vehicle, you are required to hold a current, full driving licence, valid in the UK, and provide a copy of that licence to us for our records. It is also mandatory that your licence is re-submitted annually on request or earlier if there are any changes to the licence or your circumstances. For the avoidance of doubt, you are also obliged to notify us of any traffic offence, endorsements, imposition of penalty points or changes to your driving licence.
- 14.4.2. We reserve the right to not provide you with a Company vehicle if you have a record of driving convictions on your licence or when the insurer insists on a high premium when taking previous convictions into account.
- 14.4.3. A Company vehicle may be withdrawn if you receive additional convictions or a driving ban during employment or if the conditions of the insurer change. In certain extreme circumstances, a driving ban may, unfortunately, mean we have no other option but to dismiss you.

14.5. Class of Vehicles

- 14.5.1. The make, model, specification and age of any Company vehicle provided to you shall be decided purely at our discretion, as will the frequency with which Company vehicles are replaced.

14.6. Insurance, Tax and Maintenance Costs

- 14.6.1. Insurance, road tax and maintenance costs for Company vehicles are met by us and are paid either through the Company account with suppliers or reimbursed through expenses.
- 14.6.2. We shall provide insurance for the Company vehicle which shall cover business and private use.

14.7. Security

- 14.7.1. We ask that you, at no time, leave your Company vehicle unsecured, including left running with the keys in the ignition. Please ensure that Company vehicles are not left unattended overnight with tools, equipment, spare parts or other valuable items. Any such tools or equipment should be removed and kept secure in your home or other secure location. Unfortunately, personal possessions are not covered by the Company's vehicle insurance for either loss or accidental damage.
- 14.7.2. All Company vehicles are fitted with anti-theft alarms and in more recent vehicles immobilisers so please ensure that before leaving a Company vehicle unattended the anti-theft alarm is activated. You are also responsible for reporting immediately any anti-theft alarm malfunction. We have done all we can to make our Company vehicles as safe as possible therefore, your failure to observe the rules in respect of vehicle anti-theft alarms will be viewed as serious misconduct for which disciplinary action will be taken.

14.8. Private Use

- 14.8.1. Unless stated in your contract of employment, the Company vehicle policy currently permits the use of Company vehicles for private use within the United Kingdom without charge to the employee. For the avoidance of doubt, private use means travel on UK roads. No pets are allowed in Company vehicles without written consent from your manager and any damage caused to the vehicle by transportation of pets without permission will be charged to you.
- 14.8.2. Private use specifically excludes use in connection with any secondary occupation. We may have to apply or increase a monthly charge for the private use of the vehicle and provision of fuel if, in our opinion, you are recording excessive private mileage.
- 14.8.3. Under no circumstances should a Company vehicle be taken abroad without obtaining permission in advance from the Managing Director. We will pay the costs of travel incurred for the purpose of doing business abroad but the cost of personal trips will be your sole responsibility.

14.9. Authorised Drivers

- 14.9.1. Other than yourself, your spouse and other authorised employees, nobody else is permitted to drive any Company vehicles at any time.
- 14.9.2. You may be required to make your Company vehicle available for use by any other authorised Company driver.

14.10. Accidents and Damage

14.10.1. Any accident, theft or incident involving damage to a Company vehicle (internal or external), which includes scratches, dents and bumps, must be reported to your manager within 24 hours of the incident occurring. If you are found by the Company's insurance underwriter to be at fault, you will be liable to pay the relevant excess which applies at the date of the incident. Any payment due to us will be deducted from your salary. The Company reserves the right not to utilise the Company's insurance to repair damage caused to Company vehicles from time to time, including where the cost of the repair would amount to less than the cost of the insurance excess. Where the Company does not use the insurance but in the reasonable opinion of the Managing Director you are at fault for the damage incurred, the Company will require you to pay the cost of the repair and payment due to us will be deducted from your salary.

14.11. Accident Advice

14.11.1. You must keep the following items in your Company vehicle at all times:

- Pen and paper;
- Fully inflated spare tyre or puncture repair kit (where applicable);
- Vehicle manual;
- Service book; and
- First aid kit where this has been provided with the vehicle.

14.11.2. If you have an accident, you must stop – this is now a legal requirement.

14.11.3. Do not admit anything – do not admit liability, apologise or offer payment even if you think the damage was your fault. If you admit blame, it may invalidate our insurance.

14.11.4. Injuries – if you or anyone else involved in the accident are injured, call an ambulance and the police. Do not move anyone who is injured unless there is real danger of fire or from other traffic.

14.11.5. Exchange details – this is a legal requirement. Get the name, address, telephone number(s), email address, vehicle registration number and insurance details of all the other people involved in the accident.

14.11.6. Witnesses – If there are any witnesses, get their name, address, telephone number(s) and email address as these may be vital in future negotiations.

14.11.7. Take notes – take careful notes of the following:

- Date and time of the accident;
- Other road traffic at the time (fast-moving, busy, light, obstructions, etc);
- Visibility and weather conditions;
- Road surface conditions;
- Lights in use or any signals being made by you or anyone else;
- Details of other vehicles including their make, model, registration number, colour, general condition, whether they had their lights on, the damage incurred, etc;
- Anything said by anyone involved or any witness, to whom it was said and by whom;
- Police officer number (if involved), station, contact details and crime report number;
- Make a sketch of the scene showing the road layout, names and signs, skid marks, positions of vehicles; and

- If you have a camera on your mobile telephone, take photographs of the scene and the damage caused to your vehicle and any other vehicles involved.

14.11.8. Health check – if you have any aches and pains, go and see your doctor.

14.11.9. What next? – Telephone a Director to report the incident, providing details of what happened. As soon as you are able to do so, provide the Director with a copy of your handwritten notes, sketch and photographs taken.

14.12. Breakdowns

14.12.1. If broken down, you should avoid stopping in a dangerous place.

14.12.2. If the vehicle breaks down on the motorway, you must get out of the vehicle and wait off the road. The vehicle should be parked well to the left on the hard shoulder.

14.12.3. The emergency triangle should be displayed at least 45 metres behind your vehicle.

14.12.4. Call for breakdown assistance.

14.13. Repairs

14.13.1. Please do not instruct a garage to undertake repair work yourself. You are not authorised to instruct repairs to be carried out on Company vehicles either occurring through accident damage or mechanical failure. Please contact a Director for approval when you need repair work on your vehicle.

14.14. Liability

14.14.1. We accept no liability for fines relating to parking, speeding, clean air zone charges or other traffic offences. Any such liabilities will remain the responsibility of the driver of the vehicle at the time of the offence.

14.14.2. You should be aware that it may take some time for the police to serve a penalty notice. To protect both your own and our interests, you should:

- Record whenever another person drives your allocated vehicle, noting the name, date/time out and date/time back;
- Record whenever the vehicle is out of your care, e.g. in the garage for service or repair; and
- Retain records for twelve months as, in the event of proceedings, the registered driver is personally liable for the offence unless they can prove that the offence was committed whilst someone else was driving the vehicle.

14.14.3. You are personally responsible for the security of any vehicle allocated to you.

14.14.4. Where any fine obtained due to a violation of the Road Traffic Act 1988 or any other legislation in place from time to time remains outstanding for 60 days then such fines shall be paid by us and shall be recovered from you together with the appropriate administrative fee by deduction from your salary.

14.15. Employee Fitted Options

14.15.1. You are not permitted to remove any standard options fitted to the Company vehicle or to fit any other option or accessory.

14.16. Care and Upkeep

14.16.1. It is your responsibility to ensure that the Company vehicle is kept in a roadworthy condition and in particular you are required to:

- Be aware of the service mileage and/or dates for servicing in line with the manufacturer's vehicle handbook. Charges incurred in vehicles that have not been properly maintained will be recovered from you by deduction from your salary;
- Carry out daily checks on tyres, lights, oil water and antifreeze; and
- Keep the vehicle clean, inside and out at all times.

14.16.2. We will regularly inspect any Company vehicle to ensure that it is up to our standards in being clean and tidy, and in excellent condition of roadworthiness. If these standards are not met disciplinary action may be taken.

14.16.3. We will meet the cost of day-to-day maintenance work undertaken on Company vehicles. You must, however, obtain advance approval for any maintenance work (including servicing, tyre replacement and peripheral work) from a Director. Failure to obtain approval may render you personally liable for the cost of any work undertaken and such costs may be deducted from your salary.

14.16.4. Consideration will be made in respect of the age and mileage of the Company vehicle. If you return your Company vehicle in a damaged or unsatisfactory condition, you will be liable for any costs incurred by us in repairing or performing other work necessary to bring the vehicle back to an acceptable standard. All vehicles being returned must be professionally valeted.

14.16.5. If the vehicle aerial and/or car door mirrors are damaged in any way it will be your responsibility to replace them at your own cost. Such damage must be reported within 24 hours of occurrence to a Director.

14.16.6. Company vehicles will be subject to spot checks to ensure that the Company vehicle policy is adhered to.

14.17. Smoking

14.17.1. You are not permitted to smoke in Company vehicles at any time, which includes smoking with the window down, even where you have been allocated a Company vehicle for business and private use. You also cannot allow others occupying Company vehicles to smoke. For the avoidance of doubt, smoking includes the use of e-cigarettes. Please refer to the no-smoking policy for full details.

14.18. Vehicle Tracking

14.18.1. The Company may fit trackers to some or all Company vehicles. The devices record the location of the vehicle, the journeys undertaken, the speed at which they travel and any periods of inactivity. This information may be used to verify expenses claims or working hours however it may also be used as evidence in disciplinary proceedings if the Company believes you are in breach of our rules and procedures.

14.19. Mobile Telephones

14.19.1. We do not permit any employee to communicate on mobile telephones at any time whilst a vehicle is in motion without the use of a suitable hands-free kit. If you are in any doubt about the suitability of a hands-free kit please contact a Director.

14.20. Fatigue

14.20.1. Employees should avoid making long journeys if fatigued or have not had a full night's sleep. If the journey is necessary, alternative travel arrangements (such as public transport) should be considered prior to the commencement of the journey.

14.20.2. When making long journeys on Company business an employee must:

- Allow a 15-minute rest break for every two hours of driving time;
- Stop the vehicle at the nearest and safest rest-point if fatigued or tired at any time during the journey.

14.21. Drugs/Alcohol

14.21.1. Some prescription medications can impact your ability to drive. Any employee prescribed medication which has this effect should be reported to their manager. Where an employee is unsure advice should be sought from their GP or Pharmacist.

14.21.2. For full details, please refer to our Substance Misuse policy.

14.22. Temporary replacement Company vehicles

14.22.1. Where the allocated Company vehicle is unusable i.e. breakdown or accident, then wherever appropriate we shall provide you with a temporary replacement vehicle from either a pool vehicle or car hire. We shall be under no obligation to provide a temporary vehicle of equivalent specification to that allocated to you under the terms of your employment contract. This policy applies to any replacement vehicle provided by us for any reason.

14.23. Vehicle Expenses

14.23.1. Servicing expenses for the Company vehicle will be paid by us by either direct reimbursement to you through expenses or our supplier credit accounts.

14.24. Return of Vehicle

14.24.1. We ask that you return your Company vehicle to us at our registered offices, place or work, or any such place as we may reasonably request from time to time, where a condition report will be made.

14.24.2. If you abandon or otherwise fail to deliver the Company vehicle as stated above, you will be liable for the costs of recovering the vehicle.

14.24.3. We reserve the right to withdraw the vehicle immediately as a result of resignation or termination of your employment for any reason, abuse of the vehicle or an excessive accident rate, and/or replace it with an appropriate car allowance.

14.25. Disputes

14.25.1. The decision of the Director shall be final in the event of any dispute concerning the Company vehicle policy.

14.26. Use of Own Vehicles on Company Business

14.26.1. If an employee is driving their own vehicle for the purposes of work, the vehicle and the employee must comply with all obligations under this policy. in addition:

- the employee must seek the employer's agreement before using their vehicle for work;
- the vehicle must be legally registered, warranted and insured for the purposes of work – the employee must show evidence of this on request;
- the employee must not carry loads for which the vehicle is unsuited, nor may they carry more passengers than for whom there are seat belts;
- the vehicle must not be used in conditions for which it was not designed (such as off-road).

15. IT Policy

15.1. About this Policy

15.1.1. Our IT and communications systems are intended to promote effective communication and working practices within our business. This policy outlines the standards we ask our team to observe when using these systems, the circumstances in which we will monitor your use, and the action we will take in respect of breaches of these standards.

15.1.2. This policy covers all employees, officers, consultants, contractors, casual workers, agency workers and anyone who has access to our IT and communication systems.

15.1.3. Misuse of IT and communications systems can damage the business and our reputation. Breach of this policy may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

15.1.4. This policy does not form part of any employee's contract of employment and we may amend it at any time.

15.2. Personnel Responsible for the Policy

15.2.1. Our board of directors (the board) has overall responsibility for this policy but day-to-day responsibility for overseeing it lies with the Directors.

15.2.2. The Directors have a specific responsibility to ensure the fair application of this policy and all members of the team are responsible for supporting colleagues and ensuring its success.

15.2.3. The Directors will deal with requests for permission or assistance under this policy and may specify certain standards of equipment or procedures.

15.3. Equipment Security and Passwords

15.3.1. It is everyone's responsibility for the security of the equipment allocated to or used by them and must not allow it to be used by anyone other than in accordance with this policy.

15.3.2. You are responsible for the security of any computer terminal used by you. We recommend you lock your terminal or log off when leaving it unattended or on leaving the office, to prevent unauthorised users from accessing the system in your absence. Anyone who is not authorised to access our network should only be allowed to use terminals under supervision.

15.3.3. Desktop PCs and cabling for telephones or computer equipment should not be moved or tampered with without first consulting a Director.

15.3.4. To ensure the safety of our devices, please use passwords on all IT equipment, particularly items that you take out of the office. You must keep your passwords confidential and change them regularly. Do not use another person's username and password or make available or allow anyone else to log on using your username and password unless authorised by a Director. On the termination of employment (for any reason) we will ask

you to provide details of your passwords to a Director and return any equipment, key fobs or cards.

15.3.5. If you have been issued with a laptop, tablet computer, BlackBerry, smartphone or other mobile device, you must ensure that it is kept secure at all times, especially when travelling. Passwords must be used to secure access to data kept on this equipment to ensure that confidential data is protected in the event of loss or theft. We also want to make you aware that when using equipment away from the workplace, documents may be read by third parties, for example, passengers on public transport.

15.4. Systems and Data Security

15.4.1. You should not at any time need to delete, destroy or modify existing systems, programs, information or data (except as authorised in the proper performance of your duties).

15.4.2. Please do not download or install software from external sources without authorisation from a Director. This includes software programs, instant messaging programs, screensavers, photos, video clips and music files. Incoming files and data should always be virus-checked by a Director before they are downloaded as these can negatively affect the day-to-day running of the business. If in doubt, please seek advice from a Director.

15.4.3. Without speaking to a Director first, do not attach any device or equipment to our systems. This includes any USB flash drive, MP3 player, tablet, smartphone or other similar device, whether connected via the USB port, infra-red connection or in any other way.

15.4.4. We monitor all emails passing through our system for viruses. You should exercise particular caution when opening unsolicited emails from unknown sources or an email which appears suspicious (for example, if it contains a file whose name ends in .exe). Please inform a Director immediately if you suspect your computer may have a virus. We reserve the right to delete or block access to emails or attachments in the interests of security. We also reserve the right not to transmit any email message.

15.4.5. You will be given access to certain areas of the network that relate to your role. Please do not attempt to gain access to restricted areas of the network or to any password-protected information, except as authorised in the proper performance of your duties.

15.4.6. We ask that you are particularly vigilant if you use our IT equipment outside the workplace and take such precautions as we may require from time to time against importing viruses or compromising system security. The system contains information which is confidential and/or subject to data protection legislation. This information must be treated with extreme care and in accordance with our Data Protection Policy.

15.5. Email

15.5.1. Although email is a vital business tool, you should always consider if it is the appropriate method for a particular communication. Correspondence with third parties by email should be written as professionally as a letter. We ask that messages be concise and directed only to relevant individuals.

15.5.2. You should access your emails at least once every working day, stay in touch by remote access when travelling in connection with our business, and use an out-of-office

response when away from the office for more than a day. You should endeavour to respond to emails marked "high priority" within 24 hours.

15.5.3. We will not accept you sending abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, or otherwise inappropriate emails. Anyone who feels that they have been harassed or bullied or are offended by material received from a colleague via email should inform their manager.

15.5.4. Please take care with the content of email messages, as incorrect or improper statements can give rise to claims for discrimination, harassment, defamation, breach of confidentiality or breach of contract. Remember that you have no control over where your email may be forwarded by the recipient. Avoid saying anything which would cause offence or embarrassment if it was forwarded to colleagues or third parties or found its way into the public domain.

15.5.5. Email messages may be disclosed in legal proceedings in the same way as paper documents. Deletion from your inbox or archives does not mean that an email cannot be recovered for the purposes of disclosure. All email messages should be treated as potentially retrievable, either from the main server or using specialist software.

15.5.6. In general, you should not:

- Send or forward private emails at work which you would not want a third party to read;
- Send or forward chain mail, junk mail, cartoons, jokes or gossip;
- Contribute to system congestion by sending trivial messages, copying or forwarding emails to those who do not have a real need to receive them, or using "reply all" unnecessarily on an email with a large distribution list;
- Sell or advertise using our communication systems or broadcast messages about lost property, sponsorship or charitable appeals;
- Agree to terms, enter into contractual commitments or make representations by email unless appropriate authority has been obtained. A name typed at the end of an email is a signature in the same way as a name written at the end of a letter;
- Download or email text, music and other content on the internet subject to copyright protection, unless it is clear that the owner of such works allows this;
- Send messages from another person's email address (unless authorised) or under an assumed name; or
- Send confidential messages via email or the internet, or by other means of external communication which are known not to be secure.

15.5.7. If you receive an email in error, you should inform the sender.

15.5.8. Do not use your own personal email account to send or receive emails for the purposes of our business. Only use the email account we have provided for you.

15.6. Using the Internet

15.6.1. Internet access is provided primarily for business purposes.

15.6.2. When a website is visited, devices such as cookies, tags or web beacons may be employed to enable the site owner to identify and monitor visitors. This could be a source

of embarrassment to the visitor and us, especially if inappropriate material has been accessed, downloaded, stored or forwarded from the website. This action could, in certain circumstances, amount to a criminal offence if, for example, the material is pornographic in nature.

- 15.6.3. You should not access any web page or download any image, document or other file from the internet which could be regarded as illegal, offensive, in bad taste or immoral. Even web content which is legal in the UK may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this policy.
- 15.6.4. Please do not under any circumstances use our systems to participate in any internet chat room, post messages on any internet message board or set up or log text or information on a blog or wiki, even in your own time.
- 15.6.5. The following must never be accessed from our network: online radio, audio and video streaming, instant messaging and webmail (such as Gmail or Hotmail) and social networking sites (such as Facebook, Twitter, YouTube, Instagram, Tik Tok). This list may be modified from time to time.

15.7. Personal Use of Our Systems

15.7.1. We do allow the incidental use of our internet, email and telephone systems to send personal email, browse the internet and make personal telephone calls subject to certain conditions set out below. Personal use of our systems should not be overused or abused. We may withdraw permission for it or restrict access at our discretion. Personal use must meet the following conditions:

- Use must be minimal and take place substantially outside of normal working hours (that is, during lunch hours, before 7.00 am or after 5.00 pm);
- Personal emails should be labelled "personal" in the subject header;
- Use must not interfere with business or office commitments;
- Use must not commit us to any marginal costs; and
- Use must comply with this policy and our other policies including the Equal Opportunities Policy, Anti-harassment Policy, Data Protection Policy and Disciplinary Rules.

15.7.2. You should be aware that personal use of our systems may be monitored and, where breaches of this policy are found, action may be taken under the disciplinary procedure. We reserve the right to restrict or prevent access to certain telephone numbers or internet sites if we consider personal use to be excessive.

15.8. Monitoring

15.8.1. Our systems enable us to monitor telephone, email, voicemail, internet and other communications. For business reasons, and in order to carry out legal obligations in our role as an employer, use of our systems including the telephone and computer systems, and any personal use of them, may be continually monitored by automated software or otherwise. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

15.8.2. We reserve the right to retrieve the contents of email messages or check internet usage (including pages visited and searches made) as reasonably necessary in the interests of the business, including for the following purposes (this list is not exhaustive):

- To monitor whether the use of the email system or the internet is legitimate and in accordance with this policy;
- To find lost messages or to retrieve messages lost due to computer failure;
- To assist in the investigation of alleged wrongdoing; or
- To comply with any legal obligation.

15.9. Prohibited Use of Our Systems

15.9.1. Misuse or excessive personal use of our telephone or email system or inappropriate internet use will be dealt with under our Disciplinary Procedure. Misuse of the internet can in some circumstances be a criminal offence. In particular, it will usually amount to gross misconduct to misuse our systems by participating in online gambling, forwarding chain letters, or by creating, viewing, accessing, transmitting or downloading any of the following material (this list is not exhaustive):

- Pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
- Offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;
- A false and defamatory statement about any person or company;
- Material, which is discriminatory, offensive, derogatory or may cause embarrassment to others (including material which breaches our Equal Opportunities Policy or our Anti-harassment and Bullying Policy);
- Confidential information about us or any of our employees or clients (except as authorised in the proper performance of your duties);
- Unauthorised software;
- Any other statement which is likely to create any criminal or civil liability (for you or us); or
- Music or video files or other material in breach of copyright.

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

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

16. Social Media

16.1. About this Policy

16.1.1. This policy is in place to minimise the risks to our business through the use of social media.

16.1.2. This policy deals with the use of all forms of social media, including but not limited to Facebook, LinkedIn, Twitter, Instagram, Google+, Wikipedia and all other social networking sites, internet postings and blogs. It applies to the use of social media for business purposes as well as personal use that may affect our business in any way.

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

16.1.4. This policy does not form part of any employee's contract of employment and we may amend it at any time.

16.2. Personnel Responsible for Implementing the Policy

16.2.1. Our board of directors (the board) has overall responsibility for this policy but day-to-day responsibility for overseeing it lies with the managers.

16.2.2. All managers have a specific responsibility to ensure that all employees understand the procedure they are required to follow and to take action when behaviour falls below its requirements.

16.2.3. Responsibility for monitoring and reviewing the operation of this policy and making recommendations for change to minimise risks lies with the managers who will review this policy annually to ensure that it meets legal requirements and reflects best practices.

16.2.4. Managers have a specific responsibility for operating within the boundaries of this policy, ensuring that all employees understand the standards of behaviour expected of them and taking action when behaviour falls below its requirements. Managers will be given training in order to do this.

16.2.5. All employees are responsible for the success of this policy so please ensure that you take the time to read and understand it. Any misuse of social media should be reported to your manager. Questions regarding the content or application of this policy should be directed to your manager.

16.3. Compliance with Related Policies and Agreements

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

- Breach our IT Policy;
- Breach our obligations with respect to the rules of relevant regulatory bodies;
- Breach any obligations contained in those policies relating to confidentiality;
- Breach our Disciplinary Policy or procedures;
- Breach our Bullying and Harassment Policy;
- Breach our Equal Opportunities Policy;

- Breach our Data Protection Policy (for example, never disclose personal information about a colleague online); or
- Breach any other laws or regulatory requirements.

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

16.3.3. If you breach any of the above policies, you will be subject to disciplinary action up to and including termination of employment.

16.4. Personal Use of Social Media

16.4.1. Personal use of social media during working hours is not permitted.

16.5. Prohibited Use

16.5.1. We ask that you avoid making any social media communications that could damage our business interests or reputation, even indirectly.

16.5.2. You must not use social media to defame or disparage us, our employees or any third party; to harass, bully or unlawfully discriminate against employees or third parties; to make false or misleading statements; or to impersonate colleagues or third parties.

16.5.3. You must not express opinions on our behalf via social media unless expressly authorised to do so by your manager. You may be required to undergo training in order to obtain such authorisation.

16.5.4. You must not use any of our Company information or images on social media without a Director's permission. This includes our name, branding or any photo taken within our site boundary. This list is not exhaustive.

16.5.5. You must not post comments about sensitive business-related topics, such as our performance, or do anything to jeopardise our trade secrets, confidential information and intellectual property. You must not include our logos or other trademarks in any social media posting or in your profile on any social media.

16.5.6. The contact details of business contacts made during the course of your employment are our confidential information. On termination of employment, you must provide us with a copy of all such information, delete all such information from your personal social networking accounts and destroy any further copies of such information that you may have.

16.5.7. Any misuse of social media should be reported to your manager.

16.6. Guidelines for Responsible Use of Social Media

16.6.1. Please make it clear in social media postings, or in your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal email address.

16.6.2. Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.

16.6.3. If you disclose your affiliation with us on your profile or in any social media postings, you must state that your views do not represent those of your employer (unless you are authorised to speak on our behalf). You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.

16.6.4. If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from posting it until you have discussed it with your manager.

16.6.5. If you see social media content that disparages or reflects poorly on us, you should contact your manager.

16.7. Monitoring

16.7.1. We reserve the right to monitor, intercept and review, without further notice, employees' activities using our IT resources and communications systems, including but not limited to social media postings and activities, for legitimate business purposes which include ascertaining and demonstrating that expected standards are being met by those using the systems and for the detection and investigation of unauthorised use of the systems (including where this is necessary to prevent or detect crime).

16.7.2. For further information, please refer to our IT and Communications Systems Policy.

16.8. Recruitment

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

16.9. Breach of this Policy

16.9.1. Breach of this policy may result in disciplinary action being taken in one of the following ways:

- First written warning
- Final written warning
- Dismissal
- Alternatives to dismissal

Any members of the team suspected of committing a breach of this policy will be required to co-operate with our investigation.

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

17. Relationships

17.1. About this Policy

17.1.1. This policy sets out how we deal with personal relationships in the workplace. When we use the phrase "personal relationship" in this policy we mean any emotional or romantic relationship which goes beyond the normally accepted boundaries of the professional relationship between colleagues. This will include formal, family relationships (for example, where people are married or living together). It will also include less formal situations (for example, where the parties consider that they are "seeing each other" or "going out together").

17.1.2. This policy applies to all personal relationships between any members of the team, regardless of whether those involved work in the same team, department, division or office, or at the same site.

17.1.3. This definition is not intended to be exhaustive. Given the sensitive nature of personal relationships, we ask all of our team to use common sense in assessing whether or not this policy is relevant to them. If you are unsure whether this policy applies to your circumstances, you should speak to your manager in confidence about your situation.

17.1.4. We respect the right of all our employees to a private life. We also understand that many people meet their partners at work and that personal relationships between team members are inevitable. For the avoidance of doubt, this policy is not intended to stop employees from having a personal relationship with a work colleague. It is intended to set out guidelines for their conduct within the workplace and to provide a framework for managers to deal sensitively, consistently and fairly with personal relationships which may affect the business.

17.1.5. This policy applies to all employees, directors, officers, consultants, contractors, freelancers, casual workers, zero-hours workers and agency workers regardless of seniority.

17.1.6. This policy does not form part of any contract of employment or other contract to provide services, and we may amend it at any time. It will be reviewed regularly.

17.2. Purpose of this Policy

17.2.1. In many cases, a personal relationship between employees will not interfere with work. However, sometimes a personal relationship will be or become problematic because it negatively impacts other colleagues or business efficiency. Personal relationships can be problematic when they involve members of the same team or are between a managers or manager and a junior member of the team.

17.2.2. This means that personal relationships are potentially a legitimate management concern. In issuing this policy, we seek to address the following, non-exhaustive, issues which may arise where there is a personal relationship:

- Lack of transparency in relation to workplace matters;
- Risks to the confidentiality of business information;
- Legal risks regarding discrimination and harassment;
- Potential conflicts of interest of those involved in personal relationships;

- Actual or perceived bias regarding recruitment, promotion, rostering, annual leave allocation, appraisals, discipline and grievance and other operational matters where employees in a personal relationship are also in a direct reporting or subordinate relationship;
- Potential for negative effect on general public perception of fairness, objectivity and impartiality;
- Embarrassment of other employees;
- Fear of favouritism by other colleagues;
- General adverse impact on team dynamics and reduction in team morale;
- Outputs may be disrupted in the event of relationship breakdown; and
- Impact on management resources and increased legal risks in the event of relationship breakdown.

17.3. Management Guidelines

17.3.1. When a manager becomes aware that a member of their team is in a personal relationship with a colleague, we ask that they treat this sensitively and, as far as possible, in confidence.

17.3.2. Most personal relationships should not have a significant impact on the workplace or the efficiency of work. However, managers need to recognise their responsibility to all team members and to the needs of the business.

17.3.3. No action should be taken simply because an employee is in a personal relationship with a colleague. Only if there is an issue or risk as outlined above should action be considered.

17.3.4. Managers will know that they must not discriminate against you on various protected grounds. They should particularly consider the characteristics of sex, sexual orientation and age before taking any action as a result of a personal relationship. For example, it should not be assumed that the more junior person in a couple will be transferred out of a team, as this could be indirectly discriminatory.

17.3.5. Managers will be aware that conduct directed towards a colleague for personal reasons may be unwanted and that, in some circumstances, this could amount to unlawful harassment for which the employer could be liable. We will take any grievances (formal or informal) very seriously and investigate these without delay. Managers should escalate any complaints of this nature to their manager as soon as possible.

17.3.6. Any information regarding personal relationships is confidential and likely to be protected under data protection laws. Managers are reminded about their data protection obligations under the Data Protection Policy, including ensuring the security of such information.

17.3.7. Managers are also reminded that we have a duty to protect the health and safety of our team and that this includes mental health. If a manager has concerns regarding the health impact of a personal relationship on a member of the team, they will bring this to the attention of their manager without delay.

17.3.8. Given the highly sensitive nature of personal relationships, managers should seek the assistance of their manager before dealing with any issues which may arise. They should also ensure that a formal note is taken of any meetings to discuss personal relationships.

17.4. Conduct of those in Personal Relationships

17.4.1. If you are in a personal relationship please make sure to conduct yourself in a professional manner at work at all times in respect of this relationship. This means being considerate of the feelings of your colleagues in their day-to-day dealings and being discrete in any discussions regarding your private life within the workplace. We believe that public displays of affection are inappropriate in the workplace.

17.4.2. Our equipment and resources are provided for work purposes only. Any inappropriate use in furtherance of a personal relationship will be treated as a disciplinary matter.

17.4.3. Our confidentiality rules continue to apply regardless of any personal relationship. Staff must ensure that they protect all confidential and commercially sensitive information from unauthorised disclosure.

17.4.4. While there is no formal requirement for team members who are not also in a manager/subordinate relationship to disclose any personal relationship, you should consider whether it may be appropriate to inform your manager in any event. For example, if there is a risk of a conflict of interest or perceived conflict of interest arising.

17.4.5. As a matter of policy, colleagues who are in a personal relationship should not also be in manager/subordinate roles in the workplace. Where such a personal relationship arises, both parties are required to inform a Director, in confidence, as soon as reasonably practicable. We will then liaise with you to agree a plan to minimise the impact of the personal relationship on the business. This is likely to involve transferring one or both of the partners from your current role. This will only be done with the agreement of those affected. If this is not possible for operational reasons, then we will consider putting in place appropriate safeguards to ensure transparency and fairness.

17.4.6. Failure to disclose a personal relationship as required by this policy will be treated as a disciplinary matter and, subject to investigation, could result in disciplinary action being taken in one of the following ways:

- First written warning
- Final written warning
- Dismissal
- Alternatives to dismissal.

17.5. Discrimination, Harassment and Other Policies

17.5.1. All employees are reminded that they are subject to our policies on equality and diversity, discrimination and harassment, confidentiality and trade secrets and data protection and that breach of these policies may result in disciplinary action being taken in one of the following ways:

- First written warning
- Final written warning
- Dismissal
- Alternatives to dismissal.

- 17.5.2. We are committed to providing a workplace which is fair and equal. Nobody will be disadvantaged, discriminated against or otherwise subjected to a detriment because they are in a personal relationship. If you have concerns about your treatment, please raise this informally with your manager in the first instance (if not appropriate, a Director), or otherwise use the formal grievance procedure.
- 17.5.3. We will not tolerate any form of harassment of our employees and will take any allegations extremely seriously. You are reminded to consider your legal obligations towards colleagues. These may be especially pertinent at the beginning or end of a relationship when professionalism and discretion will be particularly important.

18. Conflicts of Interest

18.1. About this Policy

18.1.1. This policy applies to any case where personal interests might contradict the interests of the company a person works for. This will not be accepted as it may influence the person's judgement and compromise their commitment to the company, and its success.

18.1.2. This policy outlines our position on managing any actual or suspected conflicts of interest and details the responsibilities of all concerned in this process.

18.1.3. This policy applies to all directors, employees and any other person who acts on behalf of the company.

18.2. Purpose of this Policy

18.2.1. Our relationship with the team is based on mutual trust, and whilst we are committed to preserving the interests of everyone, we expect you to act in a manner that safeguards the interests of the business.

18.2.2. We ask that while working on behalf of Austin Hayes, you will not use your position, or any information obtained in the course of employment, to your personal advantage or for any other purpose not specifically approved by us, or be influenced in the discharge of your duties by any personal, financial or other interest, involvement or relationship you may have.

18.3. Definition of a Conflict of Interest

18.3.1. A conflict of interest occurs when an individual's personal interests – family, friendships, financial, or social factors – could compromise their judgment, decisions, or actions in the workplace.

18.3.2. A "family member" is defined as a spouse or domestic partner, children and their spouses, parents, siblings and their spouses, grandparents, grandchildren and their spouses, aunts, uncles, first cousins, nieces, nephews, corresponding in-laws, and respective "step" relations.

18.3.3. A conflict of interest situation may take various different forms. This can include directors, employees and other people working on behalf of Austin Hayes acting, either individually or collectively, in a manner that involves them:

- Using their position to their personal advantage;
- Using connections obtained through Austin Hayes for their own purposes;
- Using company assets to benefit another business;
- Owning an interest in a competitor's business;
- Engaging in activities that will benefit a competitor;
- Unfairly leveraging or influencing a particular third party or parties, over others;
- Acting in ways that may compromise legislative compliance, e.g. taking or offering bribes.

18.4. Procedure for Managing Conflicts of Interest

18.4.1. We will take all steps possible to ensure suspected conflicts of interest are identified and resolved before any actual damage is done.

- 18.4.2. Each director, employee and any other person acting on behalf of the company is responsible for recognising any potential conflict of interest, and for disclosing it to their immediate manager (in the case of the Managing Director, this shall be the Shareholder), who in turn shall be responsible for managing it in accordance with this policy.
- 18.4.3. Each director, employee and any other person acting on behalf of the company will be required to report any known business transaction or activities undertaken by a family member, which could constitute a conflict of interest.
- 18.4.4. If you have management responsibilities, you will be expected to recognise suspected conflicts of interest in those within your team, and for managing any such instances in accordance with this policy.
- 18.4.5. The Managing Director (the Shareholder, if it concerns the Managing Director) will be responsible for discussing the situation with the director, employee and any other person acting on behalf of the company, with the aim of reaching a satisfactory solution.
- 18.4.6. In the event of a satisfactory solution not being reached, then the Managing Director (or the Shareholder, if it concerns the Managing Director), shall consider the situation, and make a final decision on the course of action to take, which may include disciplinary action being taken in one of the following ways:
- First written warning
 - Final written warning
 - Dismissal
 - Alternatives to dismissal

Particularly in cases where a conflict of interest has been deliberately concealed.

18.5. Employment of Family Members

- 18.5.1. In some cases, the employment of family members by Austin Hayes may constitute a conflict of interest, and affected directors, employees and other persons working on behalf of the company should disclose any relationship to their manager.
- 18.5.2. Your manager will be responsible for deciding on the best course of action, with input as required from other senior managers and/or the Managing Director.
- 18.5.3. If you enter into a relationship, including marriage and/or becoming part of the same household, you will normally not be considered as family members from a conflict of interest perspective, but shall nevertheless remain under the obligations and provisions of this policy.

18.6. Outside Employment

- 18.6.1. Directors and employees may not engage in any external business activities that conflict with the interests of the company. You will be responsible for reporting any such activities to your manager (the Shareholder, if it concerns the Managing Director), who will issue written approval if the arrangements are agreed.
- 18.6.2. People working on behalf of Austin Hayes, who are not directors or employees, are expected to declare any other activities that they undertake, that could adversely affect

the interests of the company. Failure to do so may result in a termination of business arrangements with the affected party or parties.

How does Austin Hayes support your health and wellbeing?

Your health and wellbeing are important to us and we have a number of practices in place to ensure everyone is kept safe and well at Austin Hayes. This section explains how we do this.

19. Health and Safety

19.1. Austin Hayes Group is committed to:

- 19.1.1. Complying with the Health & Safety at Work Act 1974 and Management of Health and Safety at Work Regulations 1999 as well as other health and safety legislation and other requirements;
- 19.1.2. Protecting and Safeguarding the health, safety and welfare of our employees, contractors, visitors and public by eliminating hazards, so far as is reasonably practicable, and reducing risks arising from our work activities;
- 19.1.3. Providing and Maintaining a safe and healthy place of work and safe work equipment for our employees;
- 19.1.4. Providing sufficient resources to achieve our aims and objectives;
- 19.1.5. Promoting a positive Safety Culture in which all employees, contractors and visitors share, including encouraging effective communication and consultation with, and participation by, the workforce;
- 19.1.6. Managing our activities so as to prevent work-related accidents, near-misses and ill health hazards;
- 19.1.7. Monitoring, Auditing and Reviewing our safety performance and revising our Health and Safety Management Systems to ensure that we continually improve our safety management system and performance;
- 19.1.8. Co-operating with our clients to maintain high safety standards;
- 19.1.9. Managing Health and Safety Matters as a critical business activity and integral part of our commitment to excel.

19.2. Please make sure you have read and understand our Health and Safety Handbook which can be found on our website.

<https://austinhayes.com/policies-health-safety-handbook/>

20. Smoking

20.1. About this Policy

- 20.1.1. We are committed to protecting your health, safety and welfare and that of all those who work for us by providing a safe place of work and protecting all workers, service users, customers and visitors from exposure to smoke.
- 20.1.2. All of our workplaces (including our vehicles) are smoke-free in accordance with the Health Act 2006 and associated regulations. All employees and visitors have the right to a smoke-free environment.
- 20.1.3. This policy covers all employees, officers, consultants, contractors, casual workers and agency workers. Anyone visiting our premises or using our vehicles must comply with the smoking restrictions set out in this policy.
- 20.1.4. This policy does not form part of any employee's contract of employment and it may be amended at any time.
- 20.1.5. If you wish to suggest improvements to the policy or experience particular difficulty complying with it, you should discuss the situation with your manager.

20.2. Personnel Responsible for this Policy

- 20.2.1. Our board of directors (the board) has overall responsibility for this policy but day-to-day responsibility for overseeing it lies with the managers.
- 20.2.2. All managers have a specific responsibility to ensure that all employees understand the procedure they are required to follow and to take action when behaviour falls below its requirements.

20.3. Where is Smoking Banned?

- 20.3.1. As a health and safety precaution, smoking is not permitted anywhere within our site boundary except the designated smoking area. The ban applies to anything that can be smoked and includes but is not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.
- 20.3.2. No-smoking signs are displayed at the entrances to enclosed or substantially enclosed premises at our workplace.
- 20.3.3. We ask that anyone using our vehicles, whether as a driver or passenger, ensure the vehicles remain smoke-free. Any of our vehicles that are used primarily for private purposes are excluded from the smoking ban.

20.4. Where is smoking permitted?

- 20.4.1. Smoking is allowed outside in the designated smoking area during breaks. When smoking outside, please dispose of cigarette butts and other litter appropriately in the receptacles provided to maintain our clean and tidy premises.
- 20.4.2. We do however enforce a strict no-eating or drinking policy in the designated smoking area, in order to keep you safe and healthy.

20.5. Breaches of the Policy

20.5.1. Breaches of this policy by any employee will be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

20.5.2. Please note that smoking in smoke-free premises or vehicles is also a criminal offence and may result in a fixed penalty fine and/or prosecution. We take this very seriously.

21. Substances and Alcohol

21.1. About this Policy

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

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

21.1.3. This policy does not form part of any employee's contract of employment and we may amend it at any time.

21.2. Purpose of this Policy

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

- All team members are aware of their responsibilities regarding alcohol and drug misuse and related problems.
- Employees who have an alcohol or drug-related problem are encouraged to seek help, in confidence, at an early stage.
- Employees who have an alcohol or drug-related problem affecting their work are dealt with sympathetically, fairly and consistently.
- We keep the rest of our team safe and healthy while at work.

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

21.2.3. We recognise that some of our team may become dependent on alcohol or drugs during their lifetime but we also recognise that such dependencies can be successfully treated. Therefore, we will not accept employees arriving at work under the influence of alcohol or drugs, and/or whose ability to work is impaired in any way by reason of the consumption of alcohol or drugs, or who consume alcohol or take drugs (other than prescription or over the counter medication, as directed) on our premises.

21.3. Personnel Responsible for this Policy

21.3.1. Our board of directors (the board) has overall responsibility for this policy but day-to-day responsibility for overseeing it lies with the managers.

21.3.2. All managers have a specific responsibility to ensure that all employees understand the procedure they are required to follow and to take action when behaviour falls below its requirements.

21.3.3. Managers will, if appropriate, be given training in:

- The nature and causes of alcohol and drug problems.
- The effect of alcohol and drug misuse on workplace safety and performance.
- The assistance that can be provided by Occupational Health.

21.4. Identifying a Problem

21.4.1. If you notice a change in a colleague's pattern of behaviour you should encourage them to seek assistance through their manager. If they will not seek help themselves, you should draw the matter to the attention of your manager. You should not attempt to cover up for a colleague whose work or behaviour is suffering as a result of an alcohol or drug-related problem as this will never solve the problem and they need our help.

21.4.2. If you believe that you have an alcohol or drug-related problem, you should seek specialist advice and support as soon as possible and inform your manager if you feel comfortable.

21.5. Alcohol and Drugs at Work

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

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

21.5.3. You should not drink alcohol during the normal working day, at lunchtime, at other official breaks and at official work-based meetings and events. Drinking alcohol while at work without authorisation or working under the influence of alcohol may be considered serious misconduct.

21.5.4. You must comply with drink-driving laws and drug-driving laws at all times. A conviction for drink-driving or drug-driving offences may harm our company's reputation and, if your job requires you to drive, you may be unable to continue to do your job for us. Committing a drink-driving or drug-driving offence while working for us or outside working hours may lead to action under our Disciplinary Procedure.

21.5.5. If you are prescribed medication you should seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job and whether your duties should be modified, or you should be temporarily reassigned to a different role. If so, you must tell your manager without delay so we can maintain your and the rest of the team's safety at work.

21.6. Searches

21.6.1. We hope that this is never necessary however, we do reserve the right to conduct searches for alcohol or drugs on our premises, including, but not limited to, searches of lockers, filing cabinets and desks, bags, clothing and packages.

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

21.7. Drug Screening

21.7.1. In cases where there is reasonable cause to suspect that your performance is impaired as a result of drug misuse, you will be asked to participate in a drug screening programme.

21.7.2. Drug screening will be conducted by an external provider. Arrangements will be discussed with you at the start of each screening programme.

21.8. Managing Suspected Substance Misuse

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

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

- Discuss the reason for the investigation and seek your views on, for example, the deterioration of your work performance and/or behaviour; and
- Where appropriate, offer to refer you to an Occupational Health provider for medical and/or specialist advice.

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

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

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

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

21.9. Providing Support

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

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

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

21.10. Confidentiality

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

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

21.11. Performance and Disciplinary Issues

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

21.11.2. Our intention is to support all employees with alcohol or drug-related problems to regain good health. Depending on the progress made in the course of treatment, any disciplinary action may be suspended for a specified period, discontinued or restarted at any time as we see fit.

22. Stress and Mental Health

22.1. About this Policy

22.1.1. We are committed to protecting the health, safety and wellbeing of our team. We recognise the importance of identifying and tackling the causes of work-related stress. We also recognise that personal stress, while unrelated to the workplace, can adversely affect the wellbeing of employees at work. We want to support the mental wellbeing of all our team and will provide appropriate support for employees who are suffering from stress or mental ill health, on a confidential basis where appropriate, regardless of its source.

22.1.2. We will:

- Promote a culture of open communication. We want you to feel confident that any concerns you raise about your work or working environment will be addressed. We will provide both formal and informal means for you to raise concerns.
- Provide training for all managers in good management practices.
- Take account of stress and mental wellbeing when planning and allocating workloads. We will provide opportunities to discuss these through our appraisal and one-to-one supervision processes.
- Monitor working hours and overtime to ensure that you are not overworking and monitor holidays to ensure that you are using your entitlement.
- Ensure risk assessments include or specifically address work-related stress.
- Facilitate requests for flexible working where reasonably practicable in accordance with our Flexible Working Policy.
- Ensure that in any workplace re-organisation, our change management processes are designed to minimise uncertainty and stress.
- Implement policies and procedures to address factors that can cause stress at work, or add to personal stress, in particular, so that we can provide a workplace free from harassment, bullying and victimisation and address inappropriate behaviour through disciplinary action.
- Provide support services such as Occupational Health and Health Assured for employees affected by or absent by reason of stress.

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

22.1.4. This policy does not form part of any employee's contract of employment and we may amend it at any time.

22.2. Legal Obligations

22.2.1. Other than our genuine interest in our team's health, we also have a legal duty to take reasonable care to ensure that your health is not put at risk by excessive pressures or demands arising from the way work is organised.

22.2.2. This policy takes account of our obligations under the Health and Safety at Work etc Act 1974, Management of Health and Safety at Work Regulations 1999, Employment Rights Act 1996, Protection from Harassment Act 1997, Working Time Regulations 1998 and Equality Act 2010.

22.3. Personnel Responsible for the Policy

- 22.3.1. Our board of directors (the board) has overall responsibility for this policy but day-to-day responsibility for overseeing it lies with the managers.
- 22.3.2. We will monitor the development of good practice in approaches to work-related stress and mental wellbeing at work and will regularly review our practices to ensure they are achieving their stated objectives.
- 22.3.3. All managers have a responsibility to recognise potential issues of work-related stress or mental ill health in the team they manage. They will be given training to support them in this and should seek advice from their manager in the event that they have concerns.
- 22.3.4. Please ensure that you are familiar with this policy and act in accordance with its aims and objectives. You should plan and organise your work to meet personal and company objectives and cooperate with support, advice and guidance that may be offered by managers. Anyone who experiences or is aware of a situation that may result in work-related stress or undermine mental wellbeing at work should speak to your manager.

22.4. Understanding Stress and Mental Health

- 22.4.1. Stress is the negative reaction people have to excessive pressures or demands placed on them. Stress is not an illness but, sustained over a period of time, it can lead to mental and/or physical illness.
- 22.4.2. Mental health is a term to describe our emotional, psychological and social wellbeing; it affects how we think, feel and act and how we cope with the normal pressures of everyday life. Positive mental health is rarely an absolute state since factors inside and outside work affect mental health, meaning that we move on a spectrum that ranges from being in good to poor mental health.
- 22.4.3. There is an important difference between working under pressure and experiencing stress. Certain levels of pressure are acceptable and normal in every job. They can improve performance, enable individuals to meet their full potential and provide a sense of achievement and job satisfaction. However, when pressure becomes excessive it produces stress and undermines mental health.
- 22.4.4. Pressures outside the workplace, whether the result of unexpected or traumatic events such as accidents, illness, bereavement, family breakdown or financial worries, can result in stress and poor mental health. They can also compound normal workplace pressures.
- 22.4.5. We recognise that individuals react to similar situations in different ways and that what triggers stress and poor mental health varies from person to person.

22.5. Supporting Mental Wellbeing at Work

- 22.5.1. We want to ensure that our workplace supports good mental health for all our team. However, we recognise that there may be occasions when events at work or outside work may result in you feeling that your mental health is suffering. Anyone who feels that they are suffering from work-related stress should make use of the support services referred to in this policy which all employees are encouraged to access if they ever feel they need support or assistance.

22.5.2. All managers should, through making appropriate referrals to the Occupational Health, provide support to their team. In particular, we ask them to:

- Promote a culture of open communication.
- Effectively plan and provide feedback on performance.
- Ensure that employees receive the necessary training.
- Monitor workloads and reallocate work where necessary.
- Ensure that employees understand the standards of behaviour expected of them and others, and act on behaviour that falls below those standards.

22.5.3. We have the following services in place to assist employees who may be suffering from stress or poor mental health:

- Training and workshops on stress management and mental wellbeing, to assist employees and managers in recognising and coping with stress and taking care of their mental health.
- Members of our management team are trained to support employees suffering from work-related stress or mental health issues.
- Help and information can also be obtained from Mind, the mental health charity, www.mind.org.uk or the Samaritans, www.samaritans.org.

22.5.4. If you are considered by your manager or colleagues to be at serious risk of self-harm, or of harming others, action must be taken straight away. The matter should be referred to your manager who will seek medical advice from professionals if that is reasonably practicable. Every effort will be made to contact any person nominated by a member of our team as an emergency contact. Where necessary the emergency services will be called. Your wellbeing and that of those around you will at all times be our first concern.

22.6. Addressing Work-related Stress

22.6.1. If you believe you are suffering from work-related stress you should discuss this with your manager in the first instance.

22.6.2. Once an issue affecting your health comes to the attention of your manager, we will discuss with you what steps can be taken to address that issue. Those steps may include any of the following:

- A review of your current job role, responsibilities, workload and working hours. Adjustments may be agreed to these, on a temporary basis and subject to further review, where appropriate.
- Where it appears that stress has been caused by bullying or harassment, investigation under our Disciplinary and/or Grievance Procedures.
- Referral for medical advice, treatment and/or a medical report to be provided by Occupational Health our medical advisers or any specialist or GP who has been treating you.
- If you are on sickness absence, discuss an appropriate return to work programme. Our Sickness Absence Policy may be applied.

22.7. Absence Due to Stress or Mental Ill Health

22.7.1. If you are absent due to work-related stress or mental ill health, you should follow the sickness absence reporting procedure contained in your contract and/or our Sickness Absence Policy.

22.7.2. In cases of prolonged or repeated absence, it may be necessary to apply the procedure set out in our Sickness Policy and Capability Procedure.

22.8. Confidentiality

22.8.1. Information about stress, mental health and mental wellbeing is highly sensitive. You are responsible for observing the high level of confidentiality that is required when dealing with information about stress or mental health whether you are supporting a colleague or because you are otherwise involved in the operation of a workplace policy or procedure.

22.8.2. Breach of confidentiality may give rise to disciplinary action.

22.8.3. However, there are occasions when information about stress or mental wellbeing needs to be shared with third parties. For example:

- Where steps need to be taken to address work-related stress such as reallocating work within a team.
- Where medical advice is required on how to support a colleague, address issues raised by work-related stress or address issues raised by mental ill health.
- Where allegations of harassment, bullying or other misconduct require a disciplinary investigation or proceedings to take place.
- Where a member of the team presents an immediate danger to themselves or others.

- In these circumstances, wherever possible, matters will be discussed with the member of the team concerned before any action is taken.

22.9. Protection for Those Reporting Stress or Assisting with an Investigation

22.9.1. If you report that you are suffering from work-related stress or mental ill health, you support a colleague in making such a report or you participate in any investigation connected with this policy in good faith will be protected from any form of intimidation or victimisation.

22.9.2. If you feel you have been subjected to any such intimidation or victimisation, you should seek support from your manager. You may also raise a complaint in accordance with our Grievance Procedure.

22.9.3. If, after investigation, you are found to have provided false information in bad faith, you will be subject to action under our Disciplinary Procedure.

23. Group Life Policy – Met Life

23.1. About this Policy

23.1.1. This policy sets out our arrangements to provide financial protection and support to employees and their beneficiaries.

23.1.2. This policy covers all employees at all levels and grades, including full-time, part-time, permanent and fixed-term employees, managers, directors, trainees, and homeworkers provided they have completed 12 months of service with us.

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

23.2. Coverage details

23.2.1. This Group Life policy covers:

- **Death in Service** - The policy is there to provide support to your loved ones should you die during the period of cover. Your dependants will receive a lump sum payment payable upon your death to the value of three times your annual salary.
- **Bereavement and probate support** – To provide practical and emotional support in time of need.
- **MetLife GP24** – A second medical opinion service to provide access to a specialist with relevant experience in the appropriate speciality to offer greater peace of mind and an opportunity to ask unanswered questions about treatment and alternative options available.

23.2.2. We want you to feel confident that your family will be looked after in the event something happens to you during your employment with us. Group Life coverage is provided by the Company at no cost to you, the employee.

23.2.3. You will be automatically enrolled in the Group Life policy once you have been employed by us for 12 months. The coverage will be effective from the next review date after you have surpassed 12 months service e.g. the 1st January, April, July or October.

23.2.4. The Death in Service coverage amount is based on a minimum of three (3) times the value of your annual salary.

23.3. Beneficiary designation

23.3.1. We ask that you inform us of your beneficiaries upon enrolment in the Group Life policy so that we can get things set up straight away.

23.3.2. Beneficiaries may include immediate family members or individuals designated by you.

23.3.3. It is your responsibility to keep your beneficiary's information up-to-date. These details can be updated at any time by contacting the Managing Director.

23.4. Death in Service Payout Process

23.4.1. In the unfortunate event that this benefit is accessed, your beneficiaries should contact the Managing Director to initiate the claims process. The payout will be processed

promptly upon completion of the necessary documentation to make things as easy as possible at a very difficult time.

23.5. Employee Assistance Program (EAP)

23.5.1. In addition to the financial support provided by the Group Life policy, you and your family are encouraged to use our Employee Assistance Program, Health Assured, for emotional, legal, financial and counselling support during difficult times.

23.5.2. Information about how to use this benefit can be found on posters around the site and directly from your manager.

23.6. On Leaving Austin Hayes

23.6.1. Group Life coverage will terminate at the end of your final working day.

23.6.2. On leaving the company, you may have the option to convert your Group Life coverage to an individual policy. Details on conversion options can be found from the Managing Director.

23.7. Policy changes

23.7.1. Any changes to the Group Life policy will be communicated to all employees in a timely manner. You are encouraged to review the policy periodically and direct any questions to the Managing Director.

24. Employee Assistance Programme – Health Assured

24.1. Policy brief & purpose

24.1.1. Our employee assistance program (EAP) policy outlines our provisions for supporting our employees through hardships, worries and crises in their personal or work lives.

24.1.2. EAPs are confidential counselling programs that help you and your family cope with stress, mental illness and other issues.

24.1.3. We strive to ensure our employees are healthy both mentally and emotionally. Whether it's a slight feeling of worry or a more serious problem, we want you to feel free to reach out to our EAP.

24.2. Scope

24.2.1. This policy applies to all our employees. Your children and spouses/domestic partners may also benefit from our program's services.

24.2.2. If you have any questions about our EAP, please contact the Managing Director or see our posters around our site.

24.3. What is the scope of issues the EAP addresses?

24.3.1. Our EAP (Health Assured) can help employees with various work-related and personal problems. Examples are:

- Personal worries, doubts or fears
- Grief (death, mourning, separation)
- Work-related stress/ problems with colleagues
- Addiction (e.g. substance abuse, gambling, smoking)
- Domestic violence
- Health issues
- Financial problems
- Legal concerns
- Retirement

24.3.1. This list isn't exhaustive. Our EAP supports anyone who experiences problems that affect their well-being and everyday life. Also, it is open to those who need advice on how to assist someone else (colleague, friend or family member).

24.4. How employees can access our EAP

24.4.1. If in any doubt, please contact Nick Eagleton.

24.4.2. Managers should:

- Be open to answering questions from employees and refer their team members to the EAP official when appropriate.
- Be vigilant in spotting employees who may face issues and refer them to our EAP when appropriate.

25. Menopause

25.1. About this Policy

- 25.1.1. We are committed to fostering an inclusive and supportive working environment for all our team.
- 25.1.2. We recognise that many members of our team will experience menopause and that for some the menopause will have an adverse impact on their working lives.
- 25.1.3. The purpose of this policy is to raise awareness of menopause and the impact of menopause in the workplace and to encourage open conversations between managers and employees. We are committed to supporting employees who are affected by menopause and to signpost relevant advice and assistance to anyone who needs it.
- 25.1.4. This policy covers all employees, officers, consultants, contractors, casual workers and agency workers.
- 25.1.5. This policy does not form part of any employee's contract of employment and we may amend it at any time.

25.2. What is the Menopause

- 25.2.1. All women will experience the menopause at some point during their life. The menopause can also impact trans and non-binary people who may not identify as female.
- 25.2.2. Most of those who experience menopause will do so between the ages of 40 and 55. However, some start experiencing symptoms much earlier. Often, symptoms last between four to eight years, but they can continue for longer.
- 25.2.3. Symptoms can include, but are not limited to, sleeplessness, hot flashes, memory loss or poor concentration, headaches, muscle and joint pains, depression and anxiety.
- 25.2.4. The majority of those going through menopause will experience some symptoms, although everyone is different, and symptoms can fluctuate.
- 25.2.5. The menopause is preceded by the perimenopause, during which the body prepares itself for menopause. The perimenopause can also last several years and can involve similar symptoms to the menopause itself. For the purpose of this policy, any reference to the menopause includes the perimenopause.

25.3. Open Conversations

- 25.3.1. Menopause is not just an issue for women. We want all of our team to be aware of menopause so that they can support those going through it or otherwise affected by it.
- 25.3.2. We encourage an environment in which colleagues can have open conversations about the menopause. We expect everyone to be supportive of colleagues who may be affected by the menopause in the workplace.

25.3.3. Anyone affected by menopause should feel confident enough to talk to their manager about their symptoms and the support they may need to reduce the difficulties the menopause can cause them at work.

25.3.4. Managers should be ready to have open conversations with team members about menopause and what support is available. Such conversations should be treated sensitively, and any information provided should be handled confidentially and in accordance with our Data Protection Policy.

25.4. Risk Assessments

25.4.1. We are committed to ensuring the health and safety of our team and will consider any aspects of the working environment that may worsen menopausal symptoms. This may include identifying and addressing specific risks to the health and well-being of those going through the menopause.

25.5. Support and Adjustments

25.5.1. While many who go through menopause will be able to carry on their working lives as normal, we recognise that others may benefit from adjustments to their working conditions to mitigate the impact of menopause symptoms on their work.

25.5.2. If you believe that you would benefit from adjustments or other support, you should speak to your manager in the first instance. If you feel unable to do so you should contact a Director.

25.5.3. Physical adjustments could include temperature control, provisions of electric fans or access to rest facilities. Depending on individual and business needs, adjustments such as flexible working, more frequent rest breaks or changes to work allocation may also be considered. These are examples only and not an exhaustive list.

25.5.4. We may refer you to a doctor nominated by us or seek medical advice from your GP to better understand any adjustments and other support that may help alleviate symptoms affecting you at work. Any request for a medical report or examination will be dealt with as set out in our Sickness Absence Policy.

How does Austin Hayes support you and your family?

This section explains how we support you and your family during life events. Whatever stage of life you are in, we have policies and procedures to support you.

26. Homeworking

26.1. About this Policy

26.1.1. We support homeworking in appropriate circumstances either occasionally (to respond to specific circumstances or to complete particular tasks) and in some cases on a regular (full or part-time basis). In addition, occasional or permanent homeworking can, in certain circumstances, be a means of accommodating a disability and can be requested as a means of flexible working under our Flexible Working Policy.

26.1.2. This policy sets out how we will deal with requests for homeworking and conditions on which homeworking will be accepted. If you are working from home, you must comply with this policy.

26.1.3. This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.

26.1.4. This policy does not form part of any employee's contract of employment and we may amend it at any time.

26.2. Homeworking Arrangements

26.2.1. There are a number of circumstances in which the ability to work from home on an occasional or temporary basis may be of benefit to you:

- When a dependant becomes unwell or arrangements for their care break down at short notice;
- When, despite being fit to work, travelling to the office is difficult (for example, due to recovery from an injury such as a broken leg);
- When public transport has been disrupted (for example by the weather or by a strike, that affects your travel arrangements); or
- When a quiet, uninterrupted work environment will assist in dealing with a backlog of administrative tasks or in writing reports to a deadline.

26.2.2. In these circumstances working at home can be authorised by your manager where, in their opinion:

- You have work that can be undertaken at home; and
- Working at home is cost-effective and any increase in work that may be passed to your colleagues as a result is kept to a minimum.

26.2.3. Your manager will, where necessary, liaise with a Director to confirm arrangements.

26.2.4. You may want to vary your working arrangements so that, either permanently or for a fixed period, you work from home for all or part of your working week. Any request to work from

home must meet the needs of our business as well as your needs and be requested under the Flexible Working Policy.

26.3. Applying for Homeworking

26.3.1. After successful completion of your probationary period, you can make an application for homeworking which will be considered on its merits. However, not all roles and not all jobs are suitable for homeworking.

26.3.2. A request for homeworking is unlikely to be approved, on either an occasional or permanent basis if:

- You need to be present on-site to perform your job (for example, because it involves a high degree of personal interaction with colleagues or third parties or involves equipment that is only available on-site);
- Your most recent appraisal identifies any aspect of your performance as unsatisfactory;
- Your manager has advised you that your current standard of work or work production is unsatisfactory;
- You have an unexpired warning, whether relating to conduct or performance; or
- You need supervision to deliver an acceptable quality and/or quantity of work.

26.3.3. If you wish to apply to work from home, you will need to be able to show that you can:

- Work independently, motivate yourself and use your own initiative;
- Manage your workload effectively and complete work to set deadlines;
- Identify and resolve any new pressures created by working at home; and
- Adapt to new working practices including maintaining contact with your manager and colleagues at work.

26.3.4. To be considered for homeworking we ask that you submit a written application to your manager. Your application should state:

- Whether you wish to work from home on a permanent basis or for a fixed period. In either case, you should state the date from which you wish the arrangements to start and, if you wish to work from home for a fixed period, the date on which you want the arrangements to finish. You should try to give us as much notice as possible and, in any event, make your application at least four weeks before your proposed start date so that your request can be considered;
- Whether you wish to work from home for all or part of your working week and, if only part, which days you propose to work from home;
- The extent to which you could be available to come to work on days you are proposing to work from home if needed, for example, to cover if colleagues are off sick, to cope with high or unexpected levels of work or to attend meetings or training days;
- If different from your current hours of work, the hours of work that you propose apply when you are working at home; and

26.3.5. It may assist your application for homeworking if you first discuss your proposal with your manager informally. This may identify potential problems with your application, such as a need to be in the workplace on occasions you had not considered, which your application can then address.

- 26.3.6. In considering your application your manager may invite you to a meeting to discuss your proposals.
- 26.3.7. We may also ask for you to agree to a home visit by the Health and Safety Officer in order to carry out a risk assessment.
- 26.3.8. We will try to respond to your request within one week.
- 26.3.9. If your request is refused, we will give you written reasons for the refusal. If you are not happy with the decision you may appeal by using our Grievance Procedure.
- 26.3.10. If your application is accepted the agreed arrangements will be recorded in writing and may be subject to a trial period.
- 26.3.11. Any terms on which it is agreed that you may work from home will include the following:
- We reserve the right to terminate the homeworking arrangements, subject to reasonable notice.
 - You will be subject to the same performance measures, processes and objectives that would apply if you worked at our premises.
 - If you receive an unsatisfactory grade in an appraisal or are subject to a verbal or written warning for any reason your homeworking arrangements may be terminated immediately, and you will be expected to return to work at our premises.
 - Your manager will remain responsible for supervising you, will regularly review your homeworking arrangements and take steps to address any perceived problems. They will also inform you of meetings or training sessions that you must be able to attend at our premises and ensure that you are kept up to date with circulars and information relevant to your work.
 - Working at or from home may affect your home and contents insurance policy. You must make any necessary arrangements with your insurers before commencing homeworking.

26.4. Working at Home: Equipment

- 26.4.1. We will provide any equipment that we consider you reasonably require to work from home which will remain our property. We will make all necessary arrangements for and bear the cost of installing and removing equipment from your home. Where equipment is provided you must:
- Use it only for the purposes for which we have provided it;
 - Take reasonable care of it and use it only in accordance with any operating instructions and our policies and procedures; and
 - Make it available for collection by us or on our behalf when requested to do so.
- 26.4.2. It is your responsibility to ensure that you have sufficient and appropriate equipment for working from home. We cannot be held responsible for the provision, maintenance, replacement, or repair in the event of loss or damage to any personal equipment used by you when working for us.
- 26.4.3. We will not be responsible for the associated costs of you working from home including the costs of heating, lighting, electricity or telephone calls.

26.5. Working at Home: Data Security and Confidentiality

- 26.5.1. All equipment and information must be kept securely. You should take all necessary steps to ensure that private and confidential material is kept secure at all times just like when you're on-site. We must be satisfied that all reasonable precautions are being taken to maintain the confidentiality of material in accordance with our requirements.
- 26.5.2. We ask that you only use equipment which has been provided or authorised by us. You agree to comply with our instructions relating to software security and to implement all updates to equipment as soon as you are requested to do so.
- 26.5.3. You confirm that you have read and understood our policies relating to computer use, electronic communication and data security and that you will regularly keep yourself informed of the most current version of these policies.
- 26.5.4. If you discover or suspect that there has been an incident involving the security of information relating to the Company, clients, customers or anyone working with or for the Company, you must report it immediately to your manager.

26.6. Working at Home: Health and Safety

- 26.6.1. When working at home you have the same health and safety duties as on-site. Please take reasonable care of your own health and safety and that of anyone else who might be affected by your actions. We ask that you attend the usual office health and safety courses and undertake to use equipment safely.
- 26.6.2. We retain the right to check home working areas for health and safety purposes. The need for such inspections will depend on the circumstances including the nature of the work undertaken.
- 26.6.3. Please do not have meetings in your home with customers and you must not give customers your home address or telephone number.
- 26.6.4. Please ensure that your working patterns and levels of work both over time and during shorter periods are not detrimental to your health and wellbeing.
- 26.6.5. Please use your knowledge, experience and training to identify and report any health and safety concerns to your manager as soon as you have them.

27. Flexible Working

27.1. About this Policy

27.1.1. We are committed to providing equality of opportunity in employment and to developing working practices and policies that support work-life balance. This Flexible Working Policy gives eligible employees an opportunity to formally request a change to their working pattern in accordance with the statutory procedure for such requests. Managers are encouraged to facilitate requests unless they cannot be accommodated for business or operational reasons.

27.1.2. No one who makes a request for flexible working will be subjected to any detriment or lose any career development opportunities as a result.

27.1.3. This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.

27.1.4. This policy does not form part of any employee's contract of employment and we may amend it at any time.

27.2. Personnel Responsible for Implementing the Policy

27.2.1. Our board of directors (the board) has overall responsibility for this policy. Day-to-day responsibility for operating the policy and ensuring its maintenance and review has been delegated to managers.

27.2.2. Managers have a specific responsibility to ensure the fair application of this policy and all members of the team are responsible for supporting colleagues and ensuring its success.

27.3. Forms of Flexible Working

27.3.1. Flexible working can incorporate a number of possible changes to working arrangements, such as:

- Reduction or variation of working hours;
- Reduction or variation of the days worked; and/or
- Working from a different location (for example, from home).

27.3.2. The possible changes to working arrangements mentioned above may also involve:

- Starting a job share;
- Working a set number of hours a year, rather than a week (annualised hours);
- Working from home (whether for all or part of the week);
- Working only during term-time (part-year working);
- Working compressed hours; and/or
- Working flexi-time.

27.4. Eligibility For the Formal Right to Request Procedure

27.4.1. To be eligible to make a request under the formal procedure we ask that you:

- Are an employee;
- Have not made more than two formal requests to work flexibly during the last twelve months.

27.5. Making a Formal Flexible Working Request

- 27.5.1. If you are interested in flexible working, you are advised to speak informally with your manager to discuss your eligibility, the different options and the effect of your proposed work pattern on colleagues and service delivery, before submitting a formal request.
- 27.5.2. You will need to submit a written application if you would like your flexible working request to be considered under the formal procedure.
- 27.5.3. Your application should be submitted to your manager in good time and ideally at least two months before you would like the changes to take effect. It should:
- State that it is a flexible working request;
 - Explain the reasons for your request, especially if you think our Equal Opportunities Policy may be relevant, for example, if your request concerns childcare or other family commitments, religious or cultural requirements, or adjustments because of a disability;
 - Provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times, and give the date from which you want the changes to take effect;
 - Provide information to confirm that you meet the eligibility criteria including the dates of any previous formal requests for flexible working.
- 27.5.4. In most cases, we will need to have a meeting with you before making a decision. In some cases, we may be able to approve your request without a formal meeting, although it will usually be helpful for your manager to discuss the request with you to ensure it is the best solution.

27.6. Formal Request: Meeting

- 27.6.1. Where necessary, your manager will arrange a meeting with you after your application has been submitted. The meeting may also be attended by a member of Human Resources. You may bring a colleague to the meeting as a colleague if you wish. Your colleague will be entitled to speak during the meeting and confer privately with you but may not answer questions on your behalf.
- 27.6.2. In most cases, the meeting will be held on-site. We will try to ensure that the meeting is held at a time and place that is convenient to everyone.
- 27.6.3. The meeting will be used to discuss the working arrangements you have requested. You will be able to explain how the arrangements will accommodate your needs. If we cannot accommodate the arrangements you have requested, discussion at the meeting also provides an opportunity to explore possible alternative working arrangements.
- 27.6.4. Your manager may suggest starting new working arrangements under an initial trial period to ensure that they meet your needs and those of your department.

27.7. Formal Request: Decision

- 27.7.1. We will notify you of the decision in writing as soon as possible and no later than 28 days after the meeting.
- 27.7.2. If your request is accepted, or if we propose an alternative to the arrangements you requested, your manager will write to you with details of the new working arrangements, details of any trial period, an explanation of changes to your contract of employment and

the date on which they will commence. You will be asked to sign and return a copy of the letter. This will be placed on your personnel file to confirm the variation to your terms of employment.

27.7.3. Unless otherwise agreed (and subject to any agreed trial period) changes to your terms of employment will be permanent. You will only be eligible to make up to two requests every 12 months.

27.7.4. If your manager needs more time to make a decision, for example, where they need more time to investigate how your request can be accommodated or to consult several members of the team, they will discuss this with you.

27.7.5. There will be circumstances where, due to business and operational requirements, we are unable to agree to a request. In these circumstances, your manager will write to you:

- Explaining the business reason(s) for turning down your application; and
- Setting out the appeal procedure.

27.7.6. The eight business reasons for which we may reject your request are:

- The burden of additional costs;
- Detrimental effect on ability to meet customer demand;
- Inability to reorganise work among existing employees;
- Inability to recruit additional employees;
- Detrimental impact on quality;
- Detrimental impact on performance;
- Insufficiency of work during the periods that you propose to work; and
- Planned changes.

27.8. Formal Request: Appeal

27.8.1. If your request is rejected, we offer you the right to appeal.

27.8.2. Your appeal must:

- Be in writing and dated;
- Set out the grounds on which you are appealing; and
- Be sent to the Managing Director within 14 days of the date on which you received the written rejection of your request.

27.8.3. The Managing Director will arrange for a meeting to take place following receipt of your appeal. We will try to hold the meeting at a convenient time for all those attending. You may be accompanied by a colleague of your choice.

27.8.4. Where possible, the appeal meeting will be conducted by a more senior manager who has not been previously involved in considering your request.

27.8.5. You will be informed in writing of the decision as soon as possible after the appeal meeting but certainly within two months of your original request.

27.8.6. If your appeal is upheld, you will be advised of your new working arrangements, details of any trial period, and an explanation of changes to your contract of employment and the date on which they will commence. You will be asked to sign and return a copy of the

letter. This will be placed on your personnel file to confirm the variation to your terms of employment.

27.8.7. You should be aware that changes to your terms of employment will be permanent and you will not be able to make another formal request until twelve months after the date of your original application.

27.8.8. If your appeal is rejected, the written decision will give the business reason(s) for the decision and explain why the reason(s) apply in your case. You will only be eligible to make up to two requests every 12 months.

27.9. Extending Time Under the Formal Procedure

27.9.1. There may be exceptional occasions when it is not possible to complete consideration of your request within the expected time limits. Where an extension of time is agreed with you, your manager will write to you confirming the extension and the date on which it will end.

27.9.2. If you withdraw a formal request for flexible working, you will only be eligible to make another formal request within 12 months from the date of your original request if this was your first request. You can make a maximum of two requests in any 12-month period. In certain circumstances, a formal request will be treated as withdrawn. This will occur if you fail to attend a meeting and a re-arranged meeting, or an appeal meeting and a re-arranged appeal meeting, without good cause.

27.9.3. Your manager will write to you confirming that the request has been treated as withdrawn.

28. Compassionate Leave

28.1. About this Policy

28.1.1. Unfortunately, we all experience sad times in our lives. Compassionate leave is designed to help you cope with the death of a close relative, deal with necessary arrangements and attend their funeral. It may also be granted where a close relative is seriously or critically ill.

28.1.2. This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.

28.1.3. This policy does not form part of any employee's contract of employment and we may amend it at any time.

28.2. Entitlement

28.2.1. You are entitled to take unpaid compassionate leave in respect of a spouse or partner, child, stepchild, grandchild, parent, step-parent, parent-in-law, grandparent, brother or sister, stepbrother or stepsister, or brother or sister-in-law.

28.2.2. We can also exercise our discretion to grant a period of unpaid compassionate leave in respect of any other relative or close friend, depending on the circumstances of each case.

28.2.3. We understand that this may not be enough time for you to grieve. If you are still unable to return to work following an authorised period of compassionate leave you should contact your manager. It may be appropriate to take a period of annual leave, subject to your manager's approval, or we may at our discretion grant you further unpaid leave in those circumstances as we understand how difficult this can be.

28.3. Requesting Compassionate Leave

28.3.1. We recognise that it may not always be possible to request compassionate leave in advance. However, where it is possible, you should make a request to your manager. You should tell them the reasons for your request and the number of days leave you would like to take.

28.3.2. Where it is not possible to request leave in advance you should contact your manager as soon as possible to tell them the reason for your absence and the number of days you expect to be absent. Someone can do this on your behalf if necessary.

29. Dependant Leave

29.1. About this Policy

29.1.1. The law recognises and we respect that there may be occasions when you will need to take time off work to deal with unexpected events involving one of your dependants.

29.1.2. This policy gives all employees the right to take a reasonable amount of unpaid time off work to deal with certain situations affecting their dependants.

29.1.3. No one who takes time off in accordance with this policy will be subjected to any detriment.

29.1.4. This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.

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

29.2. Personnel Responsible for Implementing the Policy

29.2.1. Our board of directors (the board) has overall responsibility for this policy. Day-to-day responsibility for operating the policy and ensuring its maintenance and review has been delegated to managers.

29.2.2. Managers have a specific responsibility to ensure the fair application of this policy and all members of the team are responsible for supporting colleagues and ensuring its success.

29.3. Reasonable Unpaid Time Off

29.3.1. You have a right to take a reasonable amount of unpaid time off work when it is necessary to:

- Provide assistance when a dependant falls ill, gives birth, is injured or assaulted;
- Make longer-term care arrangements for a dependant who is ill or injured;
- Take action required in consequence of the death of a dependant;
- Deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant (such as a child-minder falling ill); and/or
- Deal with an unexpected incident involving your child while a school or another educational establishment is responsible for them.

29.3.2. A dependant for the purposes of this policy is:

- Your spouse, civil partner, parent or child;
- A person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or
- Anyone else who reasonably relies on you to provide assistance, make arrangements or take action of the kind referred to above.

29.3.3. This policy applies to time off to take action which is necessary because of an immediate or unexpected crisis. This policy does not apply where you need to take planned time off or provide longer-term care for a dependant. If this is the case, you should take advice from your manager.

29.3.4. Whether an action is considered necessary will depend on the circumstances, including the nature of the problem, the closeness of the relationship between you and the dependant, and whether anyone else is available to assist. Action is unlikely to be considered necessary if you knew of a problem in advance but did not try to make alternative care arrangements.

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

29.4. Exercising the Right to Time Off

29.4.1. You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell your manager:

- The reason for your absence; and
- How long you expect to be away from work.

29.4.2. If you fail to notify us as set out above, you may be subject to disciplinary proceedings under our Disciplinary Procedure for taking unauthorised time off.

29.4.3. We may in some cases ask you to provide evidence for your reasons for taking the time off, either in advance or on your return to work. Suspected abuse of this policy will be dealt with as a disciplinary issue under our Disciplinary Procedure.

30. Carers Leave

30.1. About this Policy

30.1.1. This policy details the support we offer to our employees when they have caring responsibilities outside of work. We appreciate that caring for a person can be very demanding; particularly when you have workplace obligations to fulfil. This policy aims to minimise, as much as possible, any difficulties you may experience at work and to ensure you are not prevented from being able to have an effective and fulfilling career.

30.1.2. The Company operates separate policies in relation to other types of time off e.g. maternity, adoption or shared parental leave. Please refer to those policies for more information on entitlements in those areas.

30.2. Personnel Responsible for Implementing the Policy

30.2.1. Our board of directors (the board) has overall responsibility for this policy. Day-to-day responsibility for operating the policy and ensuring its maintenance and review has been delegated to managers.

30.2.2. Managers have a specific responsibility to ensure the fair application of this policy and all members of the team are responsible for supporting colleagues and ensuring its success.

30.3. Definition of a carer

30.3.1. There is no single definition of a carer and we are aware there may be employees who do not recognise themselves as a carer but simply as a supportive and loyal family member or friend. However, a carer can generally be regarded as a person who provides unpaid support to another person, most commonly a family member or friend, who would not be able to manage without that support.

30.3.2. The length of time you have supported a person does not have a bearing on whether or not you could be considered a carer.

30.4. Support for carers

30.4.1. There are many different types of care roles and we appreciate that people will respond to the demands in their own unique ways. The Company also fully appreciates that the support a carer provides is usually not optional and certainly not insignificant. It can be a difficult experience and can adversely affect you at work but we are committed to ensuring this challenge can be overcome by working in a productive and sympathetic way with our employees who provide care for another person.

30.4.2. Very often work can provide a welcome distraction to employees who experience demanding and personal challenges. Being part of a team of people who work together can help take your mind off any stressful problems you have and the sense of workplace camaraderie can be a great help in these circumstances.

30.5. Employee responsibilities

30.5.1. We encourage you to inform your manager if you are caring for someone and if you feel you need any support. We will work together with you to try to find a solution to any difficulties faced due to your role as a carer.

30.5.2. When you tell your manager that you have caring responsibilities, a meeting will be held to discuss your responsibilities at home and how they affect your work life. Various options for support will be considered and our expectation is that a solution agreeable to both sides will be found.

30.6. Manager responsibilities

30.6.1. When a Manager is made aware of your caring responsibilities they will speak with you to gain a complete understanding of the circumstances and the effect it has on you. They will make sure that you are given guidance on the full range of options available to you from the Company and direct you to external support if necessary (for example employee counselling, occupational health, external carer support companies). All conversations will be confidential and the outcomes shared with relevant other colleagues with your consent.

30.7. Flexible working and time off for carers

30.7.1. One possible option to consider for an employee with caring responsibilities is to amend the working schedule or the location of the workplace. This could be done on a temporary basis. Every request will be thoroughly considered by management in a fair and consistent way but you should appreciate that an important factor will be the effect this alteration could have on the workplace. There is no automatic entitlement to have a flexible working request granted and if the Company decides that a request is not feasible then we will try to make alternative arrangements. Any such proposal should be discussed with your manager.

30.7.2. We understand that sometimes things happen unexpectedly and we want to support you in any way we can when things go pear-shaped. For that reason, carers are eligible to take one week of unpaid leave in any 12-month rolling period Any additional leave will be at the Company's discretion.

31. Maternity Leave

31.1. About this Policy

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

31.1.2. You will not be discriminated against or subjected to a detriment for taking leave in accordance with this policy.

31.1.3. This policy does not form part of any employee's contract of employment and we may amend it at any time.

31.1.4. Arrangements for time off for antenatal care and to accompany a pregnant woman to antenatal appointments are set out in our Time Off for Antenatal Appointments Policy.

31.1.5. In some cases, you and your spouse or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives you more flexibility to share the leave and pay available in the first year after birth. However, you must take a period of compulsory maternity leave first. Details of SPL are set out in our Shared Parental Leave Policy.

31.2. Personnel Responsible for Implementing the Policy

31.2.1. Our board of directors (the board) has overall responsibility for this policy and for ensuring compliance with the relevant statutory framework. The board has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to managers.

31.2.2. Managers have a specific responsibility to ensure the fair application of this policy and all members of the team are responsible for supporting colleagues and ensuring its success.

31.3. Entitlement to Maternity Leave

31.3.1. All employees are entitled to up to 52 weeks of maternity leave which is divided into:

- Ordinary maternity leave of 26 weeks (OML).
- Additional maternity leave of a further 26 weeks immediately following OML (AML).

31.3.2. Provided they comply with the notification requirements set out below.

31.4. Notification of Pregnancy

31.4.1. We ask you to inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations to keep you safe.

31.4.2. Before the end of the 15th week before the week that you expect to give birth (Qualifying Week), or as soon as reasonably practical afterwards, please tell us:

- That you are pregnant;
- The week, starting on a Sunday, in which your doctor or midwife expects you to give birth (Expected Week of Childbirth); and
- The date on which you would like to start your maternity leave (Intended Start Date).

31.4.3. By law, you must provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth so we can prepare for your leave.

31.5. Sickness

31.5.1. We understand that some people may experience periods of sickness related to their pregnancy and as with any sick employee, we would not expect you to come into work if you are poorly. Periods of pregnancy-related sickness absence shall be paid in accordance with our Sickness Absence Policy in the same manner as any other sickness absence.

31.5.2. Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions.

31.5.3. If you are absent for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will usually start automatically.

31.6. Health and Safety

31.6.1. Once you have notified us of your pregnancy, we will carry out a risk assessment, and identify any preventive and protective measures that we consider necessary to take. We will take such steps as necessary to avoid any risks identified affecting your health and safety as a new or expectant mother or that of your baby. This may involve:

- Changing your working conditions or hours of work;
- Offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
- Suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

31.7. Starting Maternity Leave

31.7.1. The earliest date you can start maternity leave is eleven weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).

31.7.2. You can postpone your Intended Start Date by informing us in writing at least 28 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable.

31.7.3. You can bring forward the Intended Start Date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.

31.7.4. Your maternity leave will start on the earliest of:

- Your Intended Start Date (if notified to us in accordance with this policy).
- The day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth. If this happens you must let us know as soon as possible in writing. Maternity leave will be triggered unless we agree to delay it.
- The day after you give birth. If you give birth before your maternity leave is due to start, you must let us know the date of the birth in writing as soon as possible.

31.7.5. Shortly before your maternity leave starts, we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

31.7.6. The law prohibits you from working during the two (or four depending on your role) weeks following childbirth.

31.8. Maternity Pay

31.8.1. Statutory maternity pay (SMP) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch). You are entitled to SMP if:

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

31.8.2. SMP is calculated as follows:

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

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

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

- The week following the week in which employment ends; or
- The eleventh week before the Expected Week of Childbirth.

31.8.5. If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

31.9. Terms and Conditions During OML and AML

31.9.1. All the terms and conditions of your employment remain in force during OML and AML, except for the terms relating to pay. In particular:

- Benefits in kind, if applicable, shall continue.
- Annual leave entitlement under your contract shall continue to accrue; and
- Pension benefits shall continue.

31.10. Annual Leave

31.10.1. During OML and AML, holiday entitlement will accrue at the rate provided under your contract.

31.10.2. Our holiday year runs from 1 January to 31 December. In many cases, a period of maternity leave will last beyond the end of the holiday year. Any holiday entitlement for the year that is not taken before starting your maternity leave can be carried over to the next holiday year and we allow this to be taken within three months of returning to work unless your manager agrees otherwise. Please try to limit carryover to one week's holiday or less. Carryover of more than one week is at your manager's discretion.

31.10.3. To help us organise ourselves, we ask that you discuss your holiday plans with your manager in good time before starting your maternity leave. All holiday dates are subject to approval by your manager.

31.11. Pensions

31.11.1. During OML and any further period of paid maternity leave, we will continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on maternity leave provided that you continue to make contributions based on the maternity pay you are receiving. If you wish to increase your contributions to make up any shortfall from those based on your normal salary, then please contact your manager.

31.11.2. During unpaid AML we will not make any payments into a money purchase scheme. You do not have to make any contributions, but you may do so if you wish, or you may make up for missed contributions at a later date.

31.12. Redundancies During Maternity Leave

31.12.1. We hope that this will not be the case but in the event your post is affected by a redundancy situation occurring during your maternity leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment. Employees who have informed us they are pregnant, are on maternity leave and those who have returned from maternity leave up to nine months previously shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

31.13. Keeping in Touch

31.13.1. We may make reasonable contact with you from time to time during your maternity leave to keep you up-to-date but this will be kept to a necessary minimum.

31.13.2. You may work (including attending training) for up to ten days during maternity leave without bringing your maternity leave or SMP to an end (Keeping in Touch Day). This is not compulsory and will be discussed and agreed with your manager. In any case, you must

not work in the two (or four depending on your role) weeks following birth in order to recover.

31.13.3. You will be paid at your normal basic rate of pay for time spent working on a Keeping in Touch Day and this will be inclusive of any maternity pay entitlement. Alternatively, you may agree with your manager to receive the equivalent paid time off in lieu.

31.14. Returning to Work

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

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

- Updating you on any changes that have occurred during your absence;
- Any training needs you might have; and
- Any changes to working arrangements (for example if you have made a request to work part-time).

31.15. Changing Your Return Date

31.15.1. If you wish to return to work earlier than the Expected Return Date, we ask that you give us eight weeks' notice. It is helpful if you give this notice in writing. If you do not give enough notice, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.

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

- Request unpaid parental leave in accordance with our Parental Leave Policy, giving us as much notice as possible but not less than 21 days; or
- Request paid annual leave in accordance with your contract, which will be at our discretion.

31.15.3. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.

31.16. Deciding not to Return

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

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

31.16.3. This does not affect your right to receive SMP.

31.17. Your Rights When You Return

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

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

31.18. Switching to Shared Parental Leave

31.18.1. In some cases, you and your spouse or partner may be eligible to opt into the SPL scheme which gives you more flexibility to share the leave and pay available in the first year after birth. Your partner should check with their employer if they are eligible.

31.18.2. You would need to give us at least eight weeks' written notice to end your maternity leave and opt into SPL. You can give this notice before or after the birth, but you must remain on maternity leave until at least two (or four depending on your role) weeks after birth. You would then be able to share any remaining leave with your partner. For further information about how SPL works, see our Shared Parental Leave (Birth) Policy.

31.19. Flexible Working

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

32. Paternity Leave

32.1. About this policy

- 32.1.1. This policy outlines your entitlement to paternity leave and sets out the arrangements for taking it.
- 32.1.2. You will not be discriminated against or subjected to a detriment for taking leave in accordance with this policy.
- 32.1.3. This policy does not form part of any employee's contract of employment and we may amend it at any time.
- 32.1.4. Arrangements for time off to accompany a pregnant woman to antenatal appointments are set out in our Time Off for Antenatal Appointments Policy.
- 32.1.5. Arrangements for time off to attend adoption appointments are set out in our Time Off for Adoption Appointments Policy.
- 32.1.6. In some cases, you may be eligible to opt into the shared parental leave scheme which gives you and your Partner more flexibility to share the leave and pay available in the first year. Details are set out in our Shared Parental Leave Policy.

32.2. Frequently Used Terms

- 32.2.1. The definitions in this paragraph apply in this policy.
- 32.2.2. Partner: spouse, civil partner or someone (of either sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle.
- 32.2.3. Expected Week of Childbirth: the week, beginning on a Sunday, in which their doctor or midwife expects your child to be born.
- 32.2.4. Expected Placement Date: the date on which an adoption agency expects that it will place a child into your care with a view to adoption.

32.3. Personnel Responsible for this Policy

- 32.3.1. Our board of directors (the board) has overall responsibility for this policy and for ensuring compliance with the relevant statutory framework. The board has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to managers.
- 32.3.2. Managers have a specific responsibility to ensure the fair application of this policy and all members of the team are responsible for supporting colleagues and ensuring its success.

32.4. Entitlement to Paternity Leave

- 32.4.1. Paternity leave is available to employees of either gender, for the purpose of caring for a child, or supporting the child's other parent, in the following cases:
- On the birth of a child, where either:
 - you are the biological father and expect to have some responsibility for the child's upbringing; or

- you are the mother's Partner and you expect to have main responsibility with the mother for the child's upbringing.
 - On the birth of a child to a surrogate mother where you are, or your Partner is, one of the child's biological parents, and you expect to obtain a parental order giving you and your Partner responsibility for the child.
 - Where an adoption agency places a child with you and/or your Partner for adoption and you expect to have the main responsibility (with your Partner) for the child's upbringing.
 - Where a local authority places a child with you and/or your Partner under a fostering-for-adoption arrangement and you expect to have main responsibility (with your Partner) for the child's upbringing.
- 32.4.2. To qualify for paternity leave you must have been continuously employed by us for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth or the week in which you or your Partner are notified by the adoption agency or local authority that you/they have been matched with a child.
- 32.4.3. In adoption, fostering for adoption, and surrogacy cases, you may wish to consider adoption leave instead (see the Adoption Leave Policy). Only one parent can take adoption leave so you should discuss this with your Partner. You cannot take both paternity leave and adoption leave.
- 32.4.4. You cannot take paternity leave if you have already taken shared parental leave in respect of the same child. You may be eligible to take shared parental leave after paternity leave (see the Shared Parental Leave Policy).

32.5. Timing and Length of Paternity Leave

- 32.5.1. Paternity leave must be taken as a period of either one week, two consecutive weeks or two non-consecutive weeks.
- 32.5.2. Paternity leave can start on the date of the child's birth or adoption placement or at a later date of your choosing. However, it must end within 52 weeks of birth or placement, or within 52 weeks of the first day of the Expected Week of Childbirth (if the child was born early).

32.6. Notification

- 32.6.1. To take paternity leave we ask that you give us written notice by the end of the 15th week before the Expected Week of Childbirth or no more than seven days after you and/or your Partner were notified of having been matched with the child, or as soon as you reasonably can, stating:
- The Expected Week of Childbirth or the Expected Placement Date;
 - The date you would like your leave to start (which may be a specified date after the start of the Expected Week of Childbirth or the Expected Placement Date, the actual date of birth or a specified number of days after birth); and
 - How you intend to take your leave.
- 32.6.2. We may require a signed declaration from you that you are taking paternity leave to care for the child or to support the child's other parent in caring for the child.

32.7. Changing Leave Dates or Cancelling Leave

32.7.1. You may vary the start date of your paternity leave if you give notice as follows:

- If you wish to start your leave on the day of the child's birth or on the day that the child is placed with you or the adopter, at least 28 days before the first day of the Expected Week of Childbirth or the Expected Placement Date.
- If you wish to start your leave on a specified number of days after the child's birth or placement, at least 28 days (minus the specified number of days) before the first day of the Expected Week of Childbirth or the Expected Placement Date.
- If you wish to start your leave on a specific date that is different to the original start date you informed us of, at least 28 days before that date.

32.7.2. If you are unable to give us 28 days written notice as set out above, you should do so as soon as you can.

32.8. Paternity Pay

32.8.1. In this paragraph, Relevant Period means the eight-week period ending with the Qualifying Week which is the 15th week before the Expected Week of Childbirth or the week in which you or your Partner were notified of being matched with the child.

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

32.8.3. SPP is paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower. For details of the current prescribed rate, please contact your manager.

32.9. Terms and Conditions During Paternity Leave

32.9.1. All the terms and conditions of your employment remain in force during paternity leave, except for the terms relating to pay. In particular:

- Benefits in kind, if applicable, shall continue.
- Annual leave entitlement under your contract shall continue to accrue.
- Pension benefits shall continue.

32.10. Annual Leave

32.10.1. Annual leave will accrue during paternity leave at the rate provided under your contract.

32.10.2. Our holiday year runs from 1 January to 31 December. If you are taking a period of paternity leave that will finish very close to the end of the year or continue into the next holiday year, any holiday entitlement for the year that is not taken before starting your paternity leave can be carried over to the next holiday year and must be taken within three months of returning to work unless your manager agrees otherwise. You should try to limit carryover to one week's holiday or less. Carryover of more than one week is at your manager's discretion.

32.10.3. You should discuss your holiday plans with your manager in good time before starting your paternity leave. All holiday dates are subject to approval by your manager.

32.11. Pensions

32.11.1. During paternity leave, we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on paternity leave provided that you continue to make contributions based on the paternity pay you are receiving. If you wish to increase your contributions to make up any shortfall from those based on your normal salary, then please contact your manager.

32.12. Returning to Work

32.12.1. You are normally entitled to return to work after paternity leave in the same position you held before commencing leave. Your terms of employment will be the same as if you have not been absent.

32.12.2. However, if you have taken paternity leave straight after or straight before a period of parental leave of more than four weeks, and it is not reasonably practicable for us to allow you to return to the same job, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

32.12.3. If you are also taking shared parental leave in respect of the same child, see the Shared Parental Leave Policy for information about rights on return to work.

32.13. Flexible Working

32.13.1. We will deal with any requests by employees to change their working patterns (such as working part-time) after paternity leave on a case-by-case basis. We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible. The procedure for making and dealing with such requests is set out in our Flexible Working Policy.

33. Time Off for Antenatal Appointments

33.1. About this Policy

33.1.1. This policy outlines the statutory right to take time off to attend antenatal appointments.

33.1.2. This policy applies to employees and agency workers. It does not apply to self-employed contractors.

33.1.3. If you are an agency worker, the rights set out in this policy only apply to you once you have worked in the same role with us for at least twelve continuous weeks (which may include more than one assignment). For these purposes, we will ignore any breaks due to holiday or other leave to which you are entitled, breaks due to workplace closure at Christmas, breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason. We will treat breaks due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave, as time worked.

33.1.4. This policy does not form part of any employee's contract of employment and we may amend it at any time.

33.2. Time off if you are pregnant

33.2.1. If you are pregnant you may take reasonable paid time off during working hours for antenatal appointments. This may include any relaxation or parenting classes that your doctor, midwife or health visitor has advised you to attend.

33.2.2. Please try to give us as much notice as possible of the appointment. We may ask you to provide the following unless it is the first appointment:

- A certificate from the doctor, midwife or health visitor stating that you are pregnant; and
- An appointment card.

33.3. Time off for accompanying a pregnant woman: eligibility

33.3.1. You may take unpaid time off to accompany a pregnant woman to an antenatal appointment if you have a "qualifying relationship" with the woman or the child. This means that either:

- You are the baby's father;
- You are the pregnant woman's spouse, civil partner or cohabiting partner;
- She has undergone assisted conception and at that time you were her wife or civil partner or gave the required legal notices to be treated in law as the second female parent; or
- You are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.

33.4. Time off for accompanying a pregnant woman: how to book time off

33.4.1. Please give us as much notice of the appointment as possible. You must provide us with a signed statement providing the date and time of the appointment and confirming:

- That you meet one of the eligibility criteria;

- That the purpose of the time off is to accompany the pregnant woman to an antenatal appointment; and
- That the appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse.

33.5. Time off for accompanying a pregnant woman: amount of time off

33.5.1. You may take time off to accompany a pregnant woman to up to two antenatal appointments in relation to each pregnancy.

33.5.2. This time off will be in the form of full working days. There is no need for you to come to work before the appointment or return afterwards.

33.5.3. Time off to attend these appointments is unpaid.

33.5.4. Further time off for antenatal appointments is at our absolute discretion.

34. Adoption Leave

34.1. About this Policy

34.1.1. This policy sets out the arrangements for adoption leave and pay for employees who are:

- Adopting a child through a UK or overseas adoption agency;
- Fostering a child with a view to possible adoption;
- Having a child through a surrogate mother.

34.1.2. Adoption leave and pay may also be available for adoptions from overseas, which are not dealt with in this policy. Please contact your manager for information on eligibility and process.

34.1.3. Arrangements for time off to attend adoption appointments are set out in our Time Off for Adoption Appointments Policy.

34.1.4. You will not be discriminated against or subjected to a detriment for taking leave in accordance with this policy.

34.1.5. This policy does not form part of any employee's contract of employment and we may amend it at any time.

34.1.6. In some cases, you and your spouse or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives you more flexibility to share the leave and pay available in the first year after the child is placed with you. However, one of you must take at least two weeks' adoption leave first. Details of SPL are set out in our Shared Parental Leave Policy.

34.1.7. This policy only applies to employees. It does not apply to agency workers or self-employed contractors. It does not form part of any employee's contract of employment and we may amend it at any time.

34.2. Personnel Responsible for Implementing the Policy

34.2.1. Our board of directors (the board) has overall responsibility for this policy and for ensuring compliance with the relevant statutory framework. The board has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to managers.

34.2.2. Managers have a specific responsibility to ensure the fair application of this policy and all members of the team are responsible for supporting colleagues and ensuring its success.

34.3. Entitlement to Adoption Leave

34.3.1. In adoption cases or fostering for adoption cases, you are entitled to adoption leave if you meet all the following conditions:

- You are adopting a child through a UK adoption agency, or you are a local authority foster parent who has been approved as a prospective adopter.
- The adoption agency or local authority has given you written notice that it has matched you with a child for adoption, or that it will be placing a child with you under

a fostering-for-adoption arrangement, and tells you the date the child is expected to be placed into your care (Expected Placement Date).

- You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.

34.3.2. If you are adopting through an overseas adoption agency please contact your manager for information.

34.3.3. In a surrogacy case, you are entitled to adoption leave if all the following conditions are met:

- A surrogate mother gives birth to a child who is biologically your child, the child of your spouse or partner, or the child of both of you.
- You expect to be given parental responsibility for the child under a parental order from the court. The child must live with you and you must apply for the parental order within six months of the child's birth.

34.3.4. Only one parent can take adoption leave. If your spouse or partner takes adoption leave with their employer, you will not be entitled to adoption leave but you may be entitled to paternity leave (see our Paternity Leave Policy) and/or shared parental leave (see our Shared Parental Leave Policy).

34.3.5. The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave (OAL) and 26 weeks' Additional Adoption Leave (AAL).

34.4. Notification requirements: adoption cases

34.4.1. We ask that you give us notice in writing of the Expected Placement Date, and your intended start date for adoption leave (Intended Start Date) no more than seven days after the agency or local authority notifies you in writing that it has matched you with a child (or where that is not reasonably practicable, as soon as reasonably practicable).

34.4.2. We will then write to you within 28 days to inform you of the date you would be due to return to work (your Expected Return Date) assuming you take your full entitlement to adoption leave.

34.4.3. Once you receive the matching certificate issued by the adoption agency, you must provide us with a copy.

34.5. Notification requirements: surrogacy cases

34.5.1. In a surrogacy case, we ask you to tell us in writing of your intention to take adoption leave and give the expected week of childbirth (EWC). You must give this information by the end of the 15th week before the EWC, or if that is not reasonably practicable, as soon as is reasonably practicable. You must also complete a declaration confirming your entitlement.

34.5.2. We will write to you within 28 days of receiving your notification, to confirm your Expected Return Date assuming you take your full entitlement to adoption leave.

34.5.3. When the child is born please let us know the date of birth

34.6. Overseas Adoptions

- 34.6.1. If you are adopting a child from overseas, the requirements set out in this policy are varied as follows:
- 34.6.2. You must have received notification that the adoption has been approved by the relevant UK authority (Official Notification).
- 34.6.3. You must give us notice in writing of:
- Your intention to take adoption leave;
 - The date you received the Official Notification; and
 - The date the child is expected to arrive in Great Britain.
- 34.6.4. This notice should be given as early as possible but, in any case, within 28 days of receiving the Official Notification (or, if you have less than 26 weeks' employment with us at the date of Official Notification, within 30 weeks of starting employment).
- 34.6.5. Please also give us at least 28 days notice in writing of your Intended Start Date. This can be the date the child arrives in Great Britain or a predetermined date no more than 28 days after the child's arrival in Great Britain.
- 34.6.6. Please also notify us of the actual date the child arrives in Great Britain within 28 days of that date.
- 34.6.7. We may also ask for a copy of the Official Notification and evidence of the date the child arrived in Great Britain.

34.7. Starting Adoption Leave

- 34.7.1. In adoption or fostering for adoption cases, OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.
- 34.7.2. If you want to change your Intended Start Date, please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new Intended Start Date if you are bringing the date forward). We will then write to you within 28 days to tell you your new Expected Return Date.
- 34.7.3. In a surrogacy case, OAL will start on the day the child is born, unless you are at work, in which case it will start on the following day. You cannot change the start date.
- 34.7.4. Shortly before your adoption leave starts, we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

34.8. Adoption Pay

- 34.8.1. Statutory adoption pay (SAP) is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted. You are entitled to SAP if:
- You have been continuously employed for at least 26 weeks ending with the week in which the agency notified you that you had been matched with the child (Qualifying Week) and are still employed by us during that week;

- Your average weekly earnings during the eight weeks ending with the Qualifying Week (Relevant Period) are not less than the lower earnings limit set by the government; and
- You have given us the relevant notifications.

34.8.2. SAP is calculated as follows:

- First six weeks: SAP is paid at the Earnings-related Rate of 90% of your average earnings over the Relevant Period.
- Remaining 33 weeks: SAP is paid at the Prescribed Rate which is set by the government for the relevant tax year, or the Earnings-related Rate if this is lower.

34.8.3. SAP accrues with each complete week of absence and payments are made on the next normal payroll date. Income tax, National Insurance and pension contributions are deducted as appropriate.

34.8.4. If you leave employment for any reason (for example, if you resign or are made redundant) you are still eligible for SAP if you have already been notified by an agency that you have been matched with a child. In such cases, SAP starts:

- 14 days before the Expected Placement Date; or
- The day after your employment ends

Whichever is the later.

34.9. Terms and Conditions During Adoption Leave

34.9.1. All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay. In particular:

- Benefits in kind shall continue;
- Annual leave entitlement under your contract shall continue to accrue; and
- Pension benefits shall continue.

34.10. Annual Leave

34.10.1. Annual leave will accrue at the rate provided under your contract.

34.10.2. Our holiday year runs from 1 January to 31 December. In many cases, a period of adoption leave will last beyond the end of the holiday year. Any holiday entitlement for the year that is not taken before starting your adoption leave can be carried over to the next holiday year and must be taken within three months of returning to work unless your manager agrees otherwise. You should try to limit carryover to one week's holiday or less. Carryover of more than one week is at your manager's discretion.

34.10.3. You should discuss your holiday plans with your manager in good time before starting your adoption leave. All holiday dates are subject to approval by your manager.

34.11. Pensions

34.11.1. During OAL and any further period of paid adoption leave, we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on adoption leave provided that you continue to make contributions based on the adoption pay you are

receiving. If you wish to increase your contributions to make up any shortfall from those based on your normal salary, then please contact your manager.

34.12. Redundancies During Adoption Leave

34.12.1. In the event that your post is affected by a redundancy situation occurring during your adoption leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment. Employees on maternity and adoption leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

34.13. Disrupted Adoption

34.13.1. In an adoption or fostering for adoption case, adoption leave is disrupted if it has started but:

- You are notified that the placement will not take place;
- The child is returned to the adoption agency after placement; or
- The child dies after placement.

34.13.2. In a surrogacy case, adoption leave is disrupted where you do not apply for a parental order within the relevant time, or the court does not grant a parental order and the time limit for an appeal or further application has expired, or where the child dies.

34.13.3. In the event of disruption, your entitlement to adoption leave and pay (if applicable) will continue for a further eight weeks from the end of the week in which disruption occurred, unless your entitlement to leave or pay would have ended earlier in the normal course of events.

34.14. Keeping in Touch

34.14.1. We may make reasonable contact with you from time to time during your adoption leave.

34.14.2. You may work (including attending training) for up to ten days (Keeping in Touch Days) during adoption leave without bringing your adoption leave to an end. This is not compulsory and must be discussed and agreed with your manager.

34.14.3. You will be paid at your normal basic rate of pay for time spent working on a Keeping in Touch Day and this will be inclusive of any adoption pay entitlement.

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

- Updating you on any changes that have occurred during your absence;
- Any training needs you might have; and
- Any changes to working arrangements (for example, if you have made a request to work part-time).

34.15. Returning to Work

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

34.15.2. If you wish to return to work earlier than the Expected Return Date, you must give us at least eight weeks' notice. It is helpful if you give this notice in writing. If you do not give enough notice, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.

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

- Request unpaid parental leave in accordance with our Parental Leave Policy, giving us as much notice as possible but not less than 21 days; or
- Request paid annual leave in accordance with your contract, which will be at our discretion.

34.15.4. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.

34.15.5. In any other case, late return will be treated as unauthorised absence.

34.15.6. You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been if you had not been absent. However, if you have taken any period of AAL or have combined your adoption leave with more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

34.16. Deciding Not to Return

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

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

34.16.3. This does not affect your right to receive SAP.

34.17. Switching to Shared Parental Leave

34.17.1. In some cases, you and your spouse or partner may be eligible to opt into the SPL scheme which gives you more flexibility to share the leave and pay available in the first year. Your partner should check with their employer if they are eligible.

34.17.2. You will need to give us at least eight weeks' written notice to end your adoption leave and opt into SPL. You can give this notice before or after the child is placed with you, but you must take at least two weeks' adoption leave. You will then be able to share any remaining leave with your partner. For further information about how SPL works, see our Shared Parental Leave Policy.

34.18. Flexible Working

34.18.1. We will deal with any requests by employees to change their working patterns (such as working part-time) after adoption leave on a case-by-case basis. There is no absolute

right to insist on working part-time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible. The procedure for making and dealing with such requests is set out in our Flexible Working Policy.

35. Time Off for Adoption Appointments

35.1. About this Policy

35.1.1. This policy outlines the statutory right to take time off to attend adoption appointments.

35.1.2. This policy applies to employees and agency workers. It does not apply to self-employed contractors.

35.1.3. If you are an agency worker, the rights set out in this policy only apply to you once you have worked in the same role with us for at least twelve continuous weeks (which may include more than one assignment). For these purposes, we will ignore any breaks due to holiday or other leave to which you are entitled, breaks due to workplace closure at Christmas, breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason. We will treat breaks due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave, as time worked.

35.1.4. This policy does not form part of any employee's contract of employment and we may amend it at any time.

35.2. Time Off for an Adoption Appointment

35.2.1. An adoption appointment is an appointment arranged by an adoption agency (or at the agency's request) for you to have contact with a child who is to be placed with you for adoption, or for any other purpose related to the adoption.

35.2.2. You may take time off to attend an adoption appointment once the agency has notified you that a child is to be placed with you for adoption but before the child is actually placed with you.

35.3. If you are adopting a child with another person

35.3.1. When you and your partner are adopting a child, you must decide between you who will be treated as the primary adopter and who will be treated as the secondary adopter for the purposes of time off. You must tell us your decision the first time you request time off for an adoption appointment. This will affect how much time you can take off and whether it is paid.

35.3.2. You would usually choose to be the primary adopter if you intend to take adoption leave when the child is placed with you. You would not be able to take paternity leave if you have elected to be the primary adopter.

35.3.3. You would usually choose to be the secondary adopter if you intend to take paternity leave when the child is placed with you, although you may be able to take adoption leave if your partner is not taking it.

35.4. If you are adopting a child alone

35.4.1. If you are adopting a child alone, you are treated as the primary adopter.

35.5. If you are adopting more than one child

35.5.1. If the agency is placing more than one child with you as part of the same arrangement, this is treated as one adoption and will not increase the number of appointments you can take time off to attend. Any time off under this policy must be taken before the first child is placed with you.

35.6. Amount of Time Off

35.6.1. If you are adopting on your own or have elected to be the primary adopter, you may take paid time off to attend an adoption appointment on up to five occasions in relation to any particular adoption.

35.6.2. If you are the secondary adopter, you may take unpaid time off to attend an adoption appointment on up to two occasions only.

35.6.3. This time off will be in the form of full working days. There is no need for you to come to work before the appointment or return afterwards.

35.6.4. Further time off for antenatal appointments is at our absolute discretion.

35.7. How to Book Time Off

35.7.1. Please give us as much notice of the appointment as possible. You must provide your manager with a signed statement or an email confirming:

- The date and time of the appointment.
- That the appointment has been arranged or requested by the adoption agency.
- Whether you are adopting a child alone or jointly with another person.
- If you are adopting with another person, whether you are electing to take paid or unpaid time off.

35.7.2. If you are an agency worker, you may have to notify your agency as well. You should check with the agency.

35.7.3. We may sometimes ask you to try and rearrange an appointment where it is reasonable to do so. In exceptional circumstances, we reserve the right to refuse a request for a particular appointment, but we will not do so without good reason.

36. Parental Leave

36.1. About this Policy

36.1.1. We respect that there will be occasions when working parents wish to take time off work to care for or spend time with their child or children.

36.1.2. This policy reflects the statutory right of employees with at least one year's continuous service to take up to 18 weeks of unpaid parental leave in respect of each child.

36.1.3. This policy applies to employees. It does not apply to agency workers or self-employed contractors.

36.1.4. You will not be subjected to a detriment for taking or seeking to take parental leave in accordance with this policy.

36.1.5. This policy does not form part of any employee's contract of employment and we may amend it at any time.

36.2. Personnel Responsible for Implementing the Policy

36.2.1. Our board of directors (the board) has overall responsibility for this policy and for ensuring compliance with the relevant statutory framework. The board has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to managers.

36.2.2. Managers have a specific responsibility to ensure the fair application of this policy and all members of the team are responsible for supporting colleagues and ensuring its success.

36.2.3. This policy is reviewed annually by the board to ensure it is meeting its objectives.

36.3. Entitlement to Parental Leave

36.3.1. If you meet the criteria set out below, you are entitled to take up to 18 weeks of parental leave in relation to each child you are responsible for.

36.3.2. To take a period of parental leave in relation to a child, you must:

- Have at least one year's continuous employment;
- Have or expect to have responsibility for the child; and
- Be taking the leave to spend time with or otherwise care for the child.

36.3.3. You have responsibility for a child if you:

- Are the child's biological mother or father (whether or not you are living with the child);
- Are the child's adoptive parent; or
- Otherwise have legal parental responsibility for the child, for example, if you are the child's guardian or a step-parent who has a parental responsibility agreement or parental responsibility order.

36.3.4. If you are responsible for bringing up a child but do not have legal parental responsibility, we may give you parental leave under this policy at our discretion.

36.3.5. Any parental leave taken while working for another employer counts towards the 18-week entitlement. If you have taken parental leave during previous or concurrent employment, you should provide details to your manager.

36.4. Taking Parental Leave

36.4.1. You can take parental leave before the child's 18th birthday.

36.4.2. You may not take more than four weeks' parental leave each year in relation to each child. A year for this purpose begins on the date when you became entitled to take parental leave in relation to the child in question.

36.4.3. Parental leave can be taken in full week blocks or individual days.

36.4.4. For the purposes of this policy, a disabled child means a child who is entitled to a disability living allowance, armed forces independence allowance or personal independence payment.

36.5. Notification Requirements

36.5.1. Please make sure to give your manager notice of your intention to take parental leave. It would be helpful if you could give this notice in writing. The notice requirements are as follows:

- If you wish to take parental leave commencing immediately on the birth of a child, we ask that you give notice of this intention at least 21 days before the start of the expected week of childbirth (EWC). The notice must specify the EWC and the duration of the period of leave required.
- If you wish to take parental leave commencing immediately on the adoption of a child, we ask that you give notice of this intention at least 21 days before the start of the expected week of placement (EWP). If this is not possible, you must give as much notice as you can. The notice must specify the EWP and the duration of the period of leave required.
- In all other circumstances, we ask that you give notice of your intention to take parental leave at least 21 days before you intend the leave to start. The notice should specify the dates on which the period of leave is to begin and end.

36.5.2. If you wish to take a period of parental leave immediately after a period of ordinary paternity leave, it would be helpful if you could give your manager notice of that intention at least 21 days before the start of the EWC (or EWP, if applicable). If this is not possible, we ask that you give as much notice as you can. If you do not give notice at least seven days before your period of ordinary paternity leave starts, we might not be able to allow you to take the period of parental leave requested. However, we shall consider each case on its merits and do whatever we can to support you.

36.6. Evidence of Entitlement

36.6.1. Before you take a period of parental leave under this policy, we may ask to see evidence of:

- Your responsibility or expected responsibility for the child, such as a birth certificate, adoption or matching certificate, parental responsibility agreement or court order.
- The child's date of birth or date of adoption placement.

36.6.2. For details of what evidence is required in your particular circumstances, or if you have difficulties getting the evidence, please contact your manager.

36.7. Our Right to Postpone Parental Leave

36.7.1. Although we will always try to accommodate your request for parental leave, we might postpone a requested period of parental leave for up to six months where the requested leave would unduly disrupt our business, for example, where:

- You wish to take parental leave during a peak period;
- A number of employees wish to take leave at the same time;
- Your work at that time is of importance to a time-critical project; or
- Cover for your work cannot be found before the date on which your parental leave is due to start.

36.7.2. If we have to postpone your request for parental leave, we will consult with you about alternative dates. We will notify you in writing of the reason for postponement and the new start and end dates for your parental leave, no more than seven days after receipt of your request for leave.

36.7.3. We will not postpone parental leave if you have requested it to start immediately on the birth or adoption of a child.

36.7.4. We will not postpone parental leave if the postponement would result in the leave being taken after the child's 18th birthday.

36.8. Terms and Conditions During Parental Leave

36.8.1. Parental leave under this policy is unpaid. Your contractual provisions relating to pay are suspended during parental leave.

36.8.2. However, during parental leave, you are entitled to benefit from any terms and conditions in relation to being given notice, redundancy compensation and disciplinary and grievance procedures. Holiday entitlement will continue to accrue.

36.8.3. During parental leave you will remain bound by your obligation of good faith towards us, any contractual terms relating to the giving of notice, and any contractual restrictions on the disclosure of confidential information, the acceptance of gifts and benefits, or participation in another business (for example, by working for a third party).

36.9. Pensions

36.9.1. If you are a member of a defined benefit (final salary) pension scheme, a period of parental leave under this policy will count towards your pensionable service.

36.9.2. If you are a member of a defined contribution (money purchase) pension scheme, we shall not make contributions during a period of unpaid parental leave.

36.10. Returning to Work

36.10.1. You will normally be entitled to return to work following parental leave to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent.

36.10.2. However, where your period of parental leave has been longer than four weeks or has been combined with a period of additional maternity, paternity or adoption leave, it might not be possible in some cases for you to return to the same job. In such circumstances, we will offer you a suitable and appropriate alternative position on no less favourable terms.

36.10.3. We will deal with any requests to change your working pattern (such as working part-time) after parental leave on a case-by-case basis, in accordance with our Flexible Working Policy. We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if flexible working requests are made as early as possible.

36.11. Abuse of this Policy

36.11.1. Where an employee takes a period of parental leave under this policy for purposes other than spending time with or otherwise caring for their child, this will be dealt with as a disciplinary issue under our Disciplinary Procedure.

37. Shared Parental Leave

37.1. About this Policy

37.1.1. This policy outlines the arrangements for shared parental leave and pay in relation to the birth or adoption of a child.

37.1.2. This policy applies to employees. It does not apply to agency workers or self-employed contractors.

37.1.3. This policy does not form part of any employee's contract of employment and we may amend it at any time.

37.2. Frequently Used Terms

37.2.1. The definitions in this paragraph apply in this policy.

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

37.2.3. Parent: One of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father).

37.2.4. Partner: your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

37.2.5. Qualifying Week: the 15th week before the EWC or the week the adoption agency notifies you that you have been matched with a child for adoption.

37.3. What is shared parental leave?

37.3.1. Shared parental leave (SPL) is a form of leave that may be available where either your child is expected to be born on or after 5 April 2015 or a child is placed with you and/or your partner for adoption on or after 5 April 2015.

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

37.4. Entitlement to SPL

37.4.1. You are entitled to SPL in relation to the birth or adoption of a child if:

- You are the child's mother, and share the main responsibility for the care of the child with the child's father or with your partner;
- You are the child's father and share the main responsibility for the care of the child with the child's mother;
- You are the mother's partner and share the main responsibility for the care of the child with the mother (whereas the child's father does not share the main responsibility with the mother);

- An adoption agency has placed a child with you and/or your partner for adoption; or
- A child is placed with you and/or your partner as foster parents under a "fostering for adoption" or "concurrent planning" scheme.

37.4.2. You must intend to share the main responsibility for the care of the child with your partner.

37.4.3. The following conditions must also be fulfilled:

- You must have at least 26 weeks of continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
- The other parent/your partner must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC (birth)/Qualifying week (adoption) and had average weekly earnings of at least the government lower limit during 13 of those weeks; and
- You and the other parent/your partner must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity/adoption leave, statutory maternity/adoption pay (SMP/SAP) or maternity allowance (MA) periods.
- In the case of adoption, Either you or your partner must qualify for statutory adoption leave and/or SAP and must take at least two weeks of adoption leave and/or pay.

37.4.4. If your partner is taking adoption leave and/or claiming SAP, you may be entitled to two weeks' paternity leave and pay (see our Paternity Leave Policy). You should consider using this before taking SPL. Paternity leave is additional to any SPL entitlement you may have, but you will lose any untaken paternity leave entitlement once you start a period of SPL.

37.4.5. The total amount of SPL available is 52 weeks, less the weeks of maternity/adoption leave (or the weeks in which you or your partner has been in receipt of SMP, SAP or MA if you/they were not entitled to maternity or adoption leave).

37.4.6. In the case of birth, if you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth or four weeks for factory workers.

37.5. Opting into Shared Parental Leave and Pay (birth)

37.5.1. Not less than eight weeks before the date you intend your SPL to start, we ask that you give us a written opt-in notice giving:

- Your name and the name of the other parent;
- If you are the child's mother, the start and end dates of your maternity leave;
- If you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
- The total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
- How many weeks of the available SPL will be allocated to you and how many to the other parent (you can change the allocation by giving us further written notice, and you do not have to use your full allocation);

- If you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);
- How many weeks of available ShPP will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- An indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- Declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and ShPP.

37.6. Opting into Shared Parental Leave and Pay (adoption)

37.6.1. Not less than eight weeks before the date you intend your SPL to start, we ask that you give us a written opt-in notice which includes:

- Your name and your partner's name;
- If you are taking adoption leave, your adoption leave start and end dates;
- If you are not taking adoption leave, your partner's adoption leave start and end dates, or if your partner is not entitled to adoption leave, the start and end dates of their SAP;
- The total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your partner;
- How many weeks of the available SPL will be allocated to you and how many to your partner (you can change the allocation by giving us further written notice, and you do not have to use your full allocation);
- If you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken);
- How many weeks of the available ShPP will be allocated to you and how many to your partner (you can change the allocation by giving us further written notice, and you do not have to use your full allocation);
- An indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- Declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

37.7. Ending Your Maternity/Adoption Leave

37.7.1. To opt into the SPL scheme, you must give us at least eight weeks' written notice to end your maternity or adoption leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity or adoption leave will end. You can give the notice before or after you give birth or the adoption leave starts, but you must take at least two (four depending on your role) weeks of leave after the birth or adoption date.

37.7.2. You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme or a written declaration that the other parent/your partner has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

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

37.7.4. If your partner (adoption) is eligible to take SPL from their employer, they cannot start it until you have given us your curtailment notice.

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

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

37.7.6. Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme.

37.8. Ending Your Partner's Maternity/Adoption Leave or Pay

37.8.1. If you are not the mother, but the mother is still on maternity leave or claiming SMP or MA or your partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once they have either:

- Returned to work;
- Given their employer a curtailment notice to end their maternity/adoption leave;
- Given their employer a curtailment notice to end their SMP/SAP (if they are entitled to SMP/SAP but not maternity/adoption leave); or
- Given the benefits office a curtailment notice to end their MA (if they are not entitled to maternity leave or SMP).

37.9. Evidence of Entitlement

37.9.1. You should also provide on request:

- A copy of either the birth certificate (or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth) or one or more documents from the adoption agency showing the agency's name and address and the expected placement date; and
- The name and address of the other parent's/your partner's employer (or a declaration that they have no employer).

37.10. Booking Your SPL Dates

37.10.1. Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.

37.10.2. The period of leave notice can either give the dates you want to take leave or, if the child has not been born/placed with you yet, it can state the number of days after birth/placement that you want the leave to start and end. This may be particularly useful

if you intend to take paternity leave starting on the date of birth/placement and wish to take SPL straight afterwards.

37.10.3. Leave must be taken in blocks of at least one week.

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

37.10.5. If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request.

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

37.11. Procedure for Requesting Split Periods of SPL

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

37.11.2. If you want to request split periods of SPL, please set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached an agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12 week period of leave). Alternatively, you may:

- Choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
- Withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case the notice will not be counted, and you may submit a new one if you choose).

37.12. Changing the Dates or Cancelling your SPL

37.12.1. You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.

37.12.2. You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.

37.12.3. You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier.

37.12.4. You can combine discontinuous periods of leave into a single continuous period of leave.

37.12.5. You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. We do not have to grant your request but will consider it.

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

- It is a result of your child being born or placed with you earlier or later than the EWC or expected placement date;
- You are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period.
- The variation is at our request; or
- We agree otherwise.

37.13. Premature Birth

37.13.1. Where the child is born early (before the beginning of the EWC), you may be able to start SPL in the eight weeks following birth even though you cannot give eight weeks' notice. The following rules apply:

- If you have given a period of leave notice to start SPL on a set date in the eight weeks following the EWC, but your child is born early, you can move the SPL start date forward by the same number of days, provided you notify us in writing of the change as soon as you can. (If your period of leave notice already contained a start date which was a set number of days after birth, rather than a set date, then no notice of change is necessary.)
- If your child is born more than eight weeks early and you want to take SPL in the eight weeks following birth, please submit your opt-in notice and your period of leave notice as soon as you can.

37.14. Shared Parental Pay

37.14.1. You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SMP, SAP or MA claimed by you or your partner) if you have at least 26 weeks of continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid by employers at a rate set by the government each year.

37.14.2. You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.

37.15. Other Terms During Shared Parental Leave

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

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

manager in good time before starting SPL. All holiday dates are subject to approval by your manager.

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

37.16. Keeping in Touch

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

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

37.16.3. You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement. Alternatively, you may agree with your manager to receive the equivalent paid time off in lieu.

37.17. Returning to Work

37.17.1. If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If you have already given us three period of leave notices you will not be able to end your SPL early without our agreement.

37.17.2. If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written period of leave notice at least eight weeks before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of the business.

37.17.3. You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:

- If your SPL and any maternity, adoption or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
- If you took SPL consecutively with more than four weeks of ordinary parental leave.

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

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

38. Public Duties

38.1. About this Policy

38.1.1. We encourage employees to perform any public duties that they may be committed to undertake and so will give them time off to do so where it does not conflict with the operational needs of our business. We are not legally obliged to grant paid leave for these purposes. The circumstances in which we are prepared to do so are set out below.

38.1.2. This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.

38.1.3. This policy does not form part of any employee's contract of employment and we may amend it at any time.

38.2. Personnel Responsible for the Policy

38.2.1. Our board of directors (the board) has overall responsibility for this policy and for ensuring compliance with the relevant statutory framework. Day-to-day responsibility for operating the policy and ensuring its maintenance and review has been delegated to managers.

38.2.2. Managers have a specific responsibility to ensure the fair application of this policy and all members of the team are responsible for supporting colleagues and ensuring its success.

38.3. Jury Service

38.3.1. Please let your manager know as soon as you are summoned for jury service and provide a copy of your summons if requested.

38.3.2. Depending on the demands of our business we may request that you apply to be excused from or delay your jury service.

38.3.3. We are not required by law to pay you while you are absent on jury service. You will be advised at court of the expenses and loss of earnings that you can claim.

38.4. Voluntary Public Duties

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

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

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

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

38.5. Reserve Forces Duties

- 38.5.1. We are aware that employees who are members of the Reserve Forces (the Territorial Army, Royal Navy Reserve, Royal Marines Reserve or Royal Auxiliary Air Force) may be called up at any time to be deployed on full-time operations and are expected to attend regular training.
- 38.5.2. We are under no obligation to offer leave (either paid or unpaid) for reservists to undertake training and you should use existing holiday entitlement to meet training commitments.
- 38.5.3. If we receive notice that you have been called up for active service we may apply to an adjudication officer for the notice to be deferred or revoked if your absence would cause serious harm to our business (which could not be prevented by the grant of financial assistance).
- 38.5.4. Once your military service has ended you may submit a written application for reinstatement to your employment. This should be made by the third Monday following the end of your military service and you should notify us of the date on which you will be available to restart work.
- 38.5.5. If it is not reasonable and practicable to reinstate you into your former employment, we will offer you the most favourable alternative on the most favourable terms and conditions which are reasonable and practicable.
- 38.5.6. When calculating the length of your continuous employment with us, the period of absence on military service will not be counted. The period of employment before your mobilisation and the period after your reinstatement will be treated as continuous.

39. Retirement

39.1. About this Policy

39.1.1. We are proud to employ people of all ages and consider that age diversity is beneficial to the company. We are committed to not discriminating against employees because of age and adhere to the principles set out in our Equal Opportunities Policy.

39.1.2. We have no fixed retirement age. We acknowledge that retirement should be a matter of choice for individuals and will not pressurise employees into resigning because they have reached or are approaching a certain age.

39.1.3. This policy enables you to express your preferences and expectations with regard to retirement and enables us to plan for our business.

39.1.4. This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.

39.1.5. This policy does not form part of any employee's contract of employment and we may amend it at any time.

39.2. Personnel Responsible for this Policy

39.2.1. Our board of directors (the board) has overall responsibility for this policy but has delegated day-to-day responsibility for overseeing its implementation to managers.

39.2.2. Managers have a specific responsibility to ensure the fair application of this policy and all members of the team are responsible for supporting colleagues and ensuring its success.

39.3. Discussing your Future Plans

39.3.1. You and your manager may want to discuss your short, medium and long-term plans, as the need arises. For example, a promotion opportunity may arise, or, if your circumstances change, you may want a different working pattern or stop work altogether. We need to plan for the business, so may indicate to you from time to time that it would be helpful to know what your plans are. There is no obligation for us or you to hold workplace discussions about your future plans, but it may be mutually beneficial to do so on an informal basis.

39.3.2. We will not make generalised assumptions that performance will decline with age, whether due to competence or health issues. If we think there are problems with your performance or ill health, these will be dealt with in the usual way, through the Capability Procedure or Sickness Absence Policy which are available from your manager.

39.3.3. During any workplace discussion:

- We will not assume that you want to retire just because you are approaching a certain age, such as state pension age; and
- We will not make discriminatory comments, suggesting that you should move on due to age.

39.3.1. Your employment or promotion prospects will not be prejudiced because you express an interest in retiring or changing work patterns.

39.3.2. If you indicate that you are thinking of retiring, you are free to change your mind at any time until you have actually given notice to terminate your employment.

39.3.3. If you express an interest in moving to a more flexible working pattern or changing role, we will confirm that this is what you want before any action is taken which could affect your employment, such as a change to your role or responsibilities. Alternatively, you may wish to make a request to change your working arrangements under our Flexible Working Policy.

39.4. Giving Notice of Retirement

If you have decided to retire, we would appreciate as much notice as possible, although you should give at least as much notice as you are required to give under your contract of employment.

How does Austin Hayes support you, our customers and the community?

This section explains how we can be a great place to work, provide the best possible service to our customers and have a positive impact on our community. We go above and beyond.

40. Equality, Diversity and Inclusion

40.1. Defining Equality, Diversity and Inclusion

40.1.1. Austin Hayes understands, respects and appreciates that everyone is different and we all have unique qualities to offer. We will try our best to make the most of everyone's talents, to the benefit of individuals and the business as a whole. To this end, Austin Hayes is committed to the promotion of equal opportunities throughout its business.

40.1.2. Austin Hayes believes that Equality is about creating fairness, where everyone can participate and has the same opportunity to fulfil their potential. We are committed to fully complying with our obligations under the Equality Act (2010) by preventing unfair discrimination, harassment and victimisation; advancing equality of opportunity and fostering good relations between people with a protected characteristic and those with none.

40.1.3. We recognise that Diversity acknowledges and values the full range of differences between people both in the workplace and in wider society.

40.1.4. Diversity acknowledges that entry into the workplace and an individual realising their potential once there, can be influenced by a range of factors beyond the characteristics included within equality legislation. These include social, economic and educational background, professional background, hierarchical level, working style, nationality etc.

40.1.5. We understand that Inclusion relates to an individual's experience within both the workplace and in wider society, and the extent to which they feel valued and included.

40.2. Social and Economic Benefits

40.2.1. We believe that fully valuing Equality, Diversity and Inclusion benefits our business in the following ways:

- We can engage with and better understand the diversity of our stakeholders and customers, and can build on the experiences and insight of our diverse team to create and maintain opportunities for both individuals and the company;
- We value everyone's contributions, including people from across society, to make a positive difference in innovation, efficiency and performance;
- We believe that creating the right culture will develop a strong reputation, which will improve our ability to attract and retain the best talent and maintain positive relationships with all stakeholders.

40.2.2. We are committed to a zero-tolerance policy in relation to discrimination on the basis of any protected characteristic both internally as an company or with any company we work with externally.

41. Equal Opportunities

41.1. Equal Opportunities Statement

41.1.1. We are committed to promoting equal opportunities in employment. You and any job applicants will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (“Protected Characteristics”).

41.2. About this Policy

41.2.1. This policy sets out our approach to equal opportunities and the avoidance of discrimination at work. It applies to all aspects of employment with us, including recruitment, pay and conditions, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment.

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

41.2.3. This policy does not form part of any employee's contract of employment and we may amend it at any time.

41.3. Who is responsible for this policy?

41.3.1. Our board of directors (the board) has overall responsibility for this policy and for ensuring compliance with discrimination law. Day-to-day operational responsibility for this policy, including regular review of this policy, has been delegated to managers.

41.3.2. All managers must set an appropriate standard of behaviour, lead by example and ensure that those they manage adhere to the policy and promote our aims and objectives with regard to equal opportunities. Managers will be given appropriate training on equal opportunities awareness and equal opportunities recruitment and selection best practices. The Directors have overall responsibility for equal opportunities training.

41.3.3. If you are involved in management or recruitment, or if you have any questions about the content or application of this policy, you should contact your manager to request training or further information.

41.3.4. This policy is reviewed annually by the board. Recommendations for change should be reported to your manager.

41.3.5. You are invited to comment on this policy and suggest ways in which it might be improved by contacting your manager.

41.4. Discrimination

41.4.1. You must not unlawfully discriminate against or harass other people including current and former employees, job applicants, clients, customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts or when wearing PPE), and on work-related trips or events including social events.

41.4.2. The following forms of discrimination are prohibited under this policy and are unlawful:

- **Direct discrimination:** treating someone less favourably because of a Protected Characteristic. For example, rejecting a job applicant because of their religious views.
- **Indirect discrimination:** a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others and is not justified. For example, requiring a job to be done full-time rather than part-time would adversely affect women because they generally have greater childcare commitments than men. Such a requirement would be discriminatory unless it can be justified.
- **Harassment:** this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them.
- **Victimisation:** retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.
- **Disability discrimination:** this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

41.5. Recruitment and Selection

41.5.1. Recruitment, promotion, and other selection exercises such as redundancy selection will be conducted on the basis of merit, against objective criteria that avoid discrimination. Shortlisting should be done by more than one person and with the involvement of a Director where possible. Our recruitment procedures will be reviewed regularly to ensure that individuals are treated on the basis of their abilities.

41.5.2. Vacancies should be advertised to a diverse section of the labour market. Advertisements should avoid stereotyping or using wording that may discourage particular groups from applying. They should include a short policy statement on equal opportunities and a copy of this policy will be made available on request.

41.5.3. We take steps to ensure that our vacancies are advertised to a diverse labour market and, where relevant, to particular groups that have been identified as disadvantaged or underrepresented in our company. Where appropriate, the board may approve the use of lawful exemptions to recruit someone with a particular Protected Characteristic, for example, where the job can only be done by a woman. The advertisement should specify the exemption that applies.

41.5.4. Job applicants should not be asked questions which might suggest an intention to discriminate on grounds of a Protected Characteristic. For example, applicants should not be asked whether they are pregnant or planning to have children.

41.5.5. Job applicants should not be asked about health or disability before a job offer is made. There are limited exceptions which should only be used with the approval of a Director. For example:

- Questions necessary to establish if an applicant can perform an intrinsic part of the job (subject to any reasonable adjustments).

- Questions to establish if an applicant is fit to attend an assessment or any reasonable adjustments that may be needed at interview or assessment.
- Positive action to recruit disabled persons.
- Equal opportunities monitoring (which will not form part of the selection or decision-making process).

Where necessary, job offers can be made conditional on a satisfactory medical check.

41.5.6. We are required by law to ensure that all employees are entitled to work in the UK. Assumptions about immigration status should not be made based on appearance or apparent nationality. All prospective employees, regardless of nationality, must be able to produce original documents (such as a passport) before employment starts, to satisfy current immigration legislation. The list of acceptable documents is available from your manager.

41.5.7. To ensure that this policy is operating effectively, and to identify groups that may be underrepresented or disadvantaged in our company, we monitor applicants' ethnic group, gender, disability, sexual orientation, religion and age as part of the recruitment procedure. Provision of this information is voluntary, and it will not adversely affect an individual's chances of recruitment or any other decision related to their employment. The information is removed from applications before shortlisting and kept in an anonymised format solely for the purposes stated in this policy. Analysing this data helps us take appropriate steps to avoid discrimination and improve equality and diversity.

41.6. Training and Promotion and Conditions of Service

41.6.1. Training needs will be identified through regular appraisals. You will be given appropriate access to training to enable you to progress within the company and all promotion decisions will be made on the basis of merit.

41.6.2. Training and promotions will be regularly monitored to ensure equality of opportunity at all levels of the company. Where appropriate, steps will be taken to identify and remove unjustified barriers and to meet the special needs of disadvantaged or underrepresented groups.

41.6.3. Our conditions of service, benefits and facilities are reviewed regularly to ensure that they are available to all of you who should have access to them and that there are no unlawful obstacles to accessing them.

41.7. Termination of Employment

41.7.1. We hope that this will not come up in the course of your employment but, we will ensure that redundancy criteria and procedures are fair and objective and are not directly or indirectly discriminatory.

41.7.2. We will also ensure that disciplinary procedures and penalties are applied without discrimination, whether they result in disciplinary warnings, dismissal or other disciplinary action.

41.8. Disabilities

41.8.1. If you are disabled or become disabled, we encourage you to tell us about your condition so that we can support you as appropriate.

41.8.2. If you experience difficulties at work because of your disability, please contact your manager to discuss any reasonable adjustments that would help overcome or minimise the difficulty. Your manager may wish to consult with you and your medical adviser about possible adjustments. We will consider the matter carefully and try to accommodate your needs within reason. If we consider a particular adjustment would not be reasonable, we will explain our reasons and try to find an alternative solution where possible.

41.8.3. We will monitor our working premises to consider whether they might place anyone with a disability at a substantial disadvantage. Where necessary, we will take reasonable steps to improve access.

41.9. Part-time and Fixed-term Work

41.9.1. Part-time and fixed-term employees should be treated the same as comparable full-time or permanent employees and enjoy no less favourable terms and conditions (on a pro-rata basis where appropriate) unless different treatment is justified.

41.10. Breaches of this Policy

41.10.1. We take a strict approach to breaches of this policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.

41.10.2. If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure or through our Anti-harassment and Bullying Policy as appropriate. Complaints will be treated in confidence and investigated as appropriate.

41.10.3. We will not tolerate victimisation or retaliation against employees who complain about discrimination. However, making a false allegation deliberately and in bad faith will be treated as misconduct and dealt with under our Disciplinary Procedure.

41.11. Related Policies

41.11.1. This policy is supported by the following other policies and procedures:

- Anti-Harassment and Bullying Policy.
- Grievance Procedure.
- Disciplinary Procedure.
- Flexible Working Procedure.
- Maternity, Paternity, Adoption and Shared Parental Leave Policies.
- Parental Leave Policy.
- Time Off for Dependents Policy.
- Dress Code.
- Homeworking Policy.

42. Anti-bribery and Corruption

42.1. Policy Statement

42.1.1. It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships by enforcing effective systems to counter bribery and corruption.

42.1.2. We will uphold all laws relevant to countering bribery and corruption. However, we remain bound by UK laws, including the Bribery Act 2010, in respect of our conduct both at home and abroad.

42.2. About this Policy

42.2.1. The purpose of this policy is to:

- Set out our responsibilities in observing and upholding our position on bribery and corruption; and
- Provide information and guidance to our team on how to recognise and deal with bribery and corruption issues.

42.2.2. It is a criminal offence to offer, promise, give, request, or accept a bribe. Individuals found guilty can be punished by up to 10 years' imprisonment and/or a fine. As an employer, if we fail to prevent bribery, we can face an unlimited fine, exclusion from tendering for public contracts, and damage to our reputation. We therefore take our legal responsibilities very seriously.

42.2.3. In this policy, third party means any individual or company you come into contact with during the course of your work with us and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisers, representatives and officials, politicians and political parties.

42.2.4. This policy does not form part of any employee's contract of employment and we may amend it at any time.

42.2.5. This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners, sponsors, or any other person associated with us, wherever located.

42.3. Who is responsible for the policy?

42.3.1. The board of directors has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

42.3.2. The Compliance Manager, Nick Eagleton, has primary and day-to-day responsibility for implementing this policy.

42.3.3. Management at all levels is responsible for ensuring those reporting to them understand and comply with this policy and are given adequate and regular training on it.

42.3.4. You are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the Compliance Manager.

42.4. What are bribery and corruption?

42.4.1. Bribery is offering, promising, giving or accepting any financial or other advantage, to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly, or where the recipient would act improperly by accepting the advantage.

42.4.2. An advantage includes money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or anything else of value.

42.4.3. A person acts improperly where they act illegally, unethically, or contrary to an expectation of good faith or impartiality, or where they abuse a position of trust. The improper acts may be in relation to any business or professional activities, public functions, acts in the course of employment, or other activities by or on behalf of any company of any kind.

42.4.4. Corruption is the abuse of entrusted power or position for private gain.

42.4.5. Examples:

- Offering a bribe: You offer a potential client some tickets to a major sporting event, but only if they agree to do business with us.
- This would be an offence as you are making the offer to gain a commercial and contractual advantage. We may also be found to have committed an offence because the offer has been made to obtain business for us. It may also be an offence for the potential client to accept your offer.
- Receiving a bribe: A supplier gives your nephew a job but makes it clear that in return they expect you to use your influence in our company to ensure we continue to do business with them.
- It is an offence for a supplier to make such an offer. It would be an offence for you to accept the offer as you would be doing so to gain a personal advantage.
- Bribing a foreign official: You arrange for the business to pay an additional "facilitation" payment to a foreign official to speed up an administrative process, such as clearing our goods through customs.
- The offence of bribing a foreign public official is committed as soon as the offer is made. This is because it is made to gain a business advantage for us. We may also be found to have committed an offence.

42.5. What you must not do

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

- Give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- Give or accept a gift or hospitality during any commercial negotiations or tender process, if this could be perceived as intended or likely to influence the outcome;

- Accept a payment, gift or hospitality from a third party that you know, or suspect is offered with the expectation that we will provide a business advantage for them or anyone else in return;
- Accept hospitality from a third party that is unduly lavish or extravagant under the circumstances.
- Offer or accept a gift to or from government officials or representatives, politicians or political parties, without the prior approval of the Compliance Manager;
- Threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy; or
- Engage in any other activity that might lead to a breach of this policy.

42.6. Facilitation Payments and Kickbacks

42.6.1. We do not make, and will not accept, facilitation payments or "kickbacks" of any kind.

42.6.2. Facilitation payments, also known as "back-handers" or "grease payments", are typically small, unofficial payments made to secure or expedite a routine or necessary action (for example by a government official). They are not common in the UK but are common in some other jurisdictions.

42.6.3. Kickbacks are typically payments made in return for a business favour or advantage.

42.6.4. You must avoid any activity that might lead to a facilitation payment or kickback being made or accepted by us or on our behalf, or that might suggest that such a payment will be made or accepted. If you are asked to make a payment on our behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the Compliance Manager.

42.7. Gifts, Hospitality and Expenses

42.7.1. This policy allows reasonable and appropriate hospitality or entertainment given to or received from third parties, for the purposes of:

- Establishing or maintaining good business relationships;
- Improving or maintaining our image or reputation; or
- Marketing or presenting our products and/or services effectively.

42.7.2. The giving and accepting of gifts is allowed if the following requirements are met:

- It is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
- It is given in our name, not in your name;
- It does not include cash or a cash equivalent (such as gift certificates or vouchers);
- It is appropriate in the circumstances, taking account of the reason for the gift, its timing and value. For example, in the UK it is customary for small gifts to be given at Christmas;
- It is given openly, not secretly; and
- It complies with any applicable local law.

42.7.3. Promotional gifts of low value such as branded stationery to or from existing customers, suppliers and business partners will usually be acceptable.

42.7.4. Reimbursing a third party's expenses or accepting an offer to reimburse our expenses (for example, the costs of attending a business meeting) would not usually amount to bribery. However, a payment in excess of genuine and reasonable business expenses (such as the cost of an extended hotel stay) is not acceptable.

42.7.5. We appreciate that practice varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift, hospitality or payment is reasonable and justifiable. The intention behind it should always be considered.

42.8. Donations

42.8.1. We do not make contributions to political parties.

42.8.2. We only make charitable donations that are legal and ethical under local laws and practices. No donation must be offered or made without the prior approval of the Compliance Manager.

42.9. Record-keeping

42.9.1. We keep financial records and have appropriate internal controls in place which will explain the business reason for making payments to third parties.

42.9.2. We ask that you declare and keep a written record of all hospitality or gifts given or received, which will be subject to managerial review.

42.9.3. Please submit all expense claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.

42.9.4. All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

42.10. Your Responsibilities

42.10.1. Please ensure that you read, understand and comply with this policy.

42.10.2. The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working with us. We ask you to avoid any activity that might lead to, or suggest, a breach of this policy.

42.10.3. You are encouraged to notify the Compliance Manager as soon as possible if you believe or suspect that a conflict with this policy has occurred or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us or indicates to you that a gift or payment is required to secure their business.

42.11. How to Raise a Concern

42.11.1. You are encouraged to raise concerns about any issue or suspicion of bribery or corruption at the earliest possible stage.

42.11.2. If you are offered a bribe or are asked to make one, or if you believe or suspect that any bribery, corruption or other breach of this policy has occurred or may occur, please notify your manager as soon as possible.

42.11.3. If you are unsure about whether a particular act constitutes bribery or corruption, raise it with your manager.

42.12. Protection

42.12.1. Individuals who refuse to accept or offer a bribe, or who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

42.12.2. We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place or may take place in the future. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the Compliance Manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

42.13. Training and Communication

42.13.1. Training on this policy forms part of the induction process for all managers who work for us, and regular training will be provided as necessary.

42.13.2. Our zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate thereafter.

42.14. Breaches of this Policy

42.14.1. Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.

42.14.2. We may terminate our relationship with other individuals and companies working on our behalf if they breach this policy.

42.15. Potential Risk Scenarios: "red flags"

42.15.1. The following is a list of possible red flags that may arise during the course of your working for us and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

42.15.2. If you encounter any of these red flags while working for us, we ask that you report them promptly to the Compliance Manager:

- You become aware that a third party engages in, or has been accused of engaging in, improper business practices;
- You learn that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;

- A third party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;
- A third party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- A third party requests that payment be made to a country or geographic location different from where the third party resides or conducts business;
- A third party requests an unexpected additional fee or commission to "facilitate" a service;
- A third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- A third party requests that a payment be made to "overlook" potential legal violations;
- A third party requests that you provide employment or some other advantage to a friend or relative;
- You receive an invoice from a third party that appears to be non-standard or customised;
- A third party insists on the use of side letters or refuses to put terms agreed upon in writing;
- You notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- A third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us;
- You are offered an unusually generous gift or offered lavish hospitality by a third party.

43. Anti-slavery

43.1. Policy Statement

43.1.1. Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.

43.1.2. We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our disclosure obligations under the Modern Slavery Act 2015. We expect the same high standards from all of our contractors, suppliers and other business partners, and as part of our contracting processes, we include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and we expect that our suppliers will hold their own suppliers to the same high standards.

43.1.3. This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

43.1.4. This policy does not form part of any employee's contract of employment and we may amend it at any time.

43.2. Responsibility for the Policy

43.2.1. The board of directors has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

43.2.2. The Directors have primary and day-to-day responsibility for implementing this policy, monitoring its use and effectiveness, dealing with any queries about it, and auditing internal control systems and procedures to ensure they are effective in countering modern slavery.

43.2.3. Management at all levels are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate and regular training on it and the issue of modern slavery in supply chains.

43.2.4. You are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries are encouraged and should be addressed to your manager.

43.3. Compliance with the Policy

43.3.1. You must ensure that you read, understand and comply with this policy.

- 43.3.2. The prevention, detection and reporting of modern slavery in any part of our business or supply chains is the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.
- 43.3.3. You must notify your manager as soon as possible if you believe or suspect that a conflict with this policy has occurred or may occur in the future.
- 43.3.4. You are encouraged to raise concerns about any issue or suspicion of modern slavery in any parts of our business or supply chains of any supplier tier at the earliest possible stage.
- 43.3.5. If you believe or suspect a breach of this policy has occurred or that it may occur, you must notify your manager as soon as possible. You should note that where appropriate, and with the welfare and safety of local workers as a priority, we may give support and guidance to our suppliers to help them address coercive or exploitative work practices in their own businesses and supply chains.
- 43.3.6. If you are unsure about whether a particular act, the treatment of workers more generally, or their working conditions within any tier of our supply chains constitutes any of the various forms of modern slavery, raise it with your manager.
- 43.3.7. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken. We are committed to ensuring no one suffers any detrimental treatment as a result of reporting in good faith their suspicion that modern slavery of whatever form is or may be taking place in any part of our own business or in any of our supply chains. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the compliance manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

43.4. Communication and Awareness of this Policy

- 43.4.1. Training on this policy, and on the risk our business faces from modern slavery in its supply chains, forms part of the induction process for all managers who work for us, and regular training will be provided as necessary.
- 43.4.2. Our commitment to addressing the issue of modern slavery in our business and supply chains must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and reinforced as appropriate thereafter.

43.5. Breaches to this Policy

- 43.5.1. Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.
- 43.5.2. We may terminate our relationship with other individuals and companies working on our behalf if they breach this policy.

44. Data Protection

44.1. Interpretation

44.1.1. Definitions:

- **Automated Decision-Making (ADM):** when a decision is made which is based solely on Automated Processing (including profiling) which produces legal effects or significantly affects an individual. The GDPR prohibits Automated Decision-Making (unless certain conditions are met) but not Automated Processing.
- **Automated Processing:** any form of automated processing of Personal Data consisting of the use of Personal Data to evaluate certain personal aspects relating to an individual, in particular, to analyse or predict aspects concerning that individual's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements. Profiling is an example of Automated Processing.
- **Company name:** Austin Hayes Limited
- **Company Personnel:** all employees, workers, contractors, agency workers, consultants, directors, members and others.
- **Consent:** agreement which must be freely given, specific, informed and be an unambiguous indication of the Data Subject's wishes by which they, by a statement or by a clear positive action, signify agreement to the Processing of Personal Data relating to them.
- **Controller:** the person or company that determines when, why and how to process Personal Data. It is responsible for establishing practices and policies in line with the GDPR. We are the Controller of all Personal Data relating to our Company Personnel and Personal Data used in our business for our own commercial purposes.
- **Criminal Convictions Data:** means personal data relating to criminal convictions and offences and includes personal data relating to criminal allegations and proceedings.
- **Data Subject:** a living, identified or identifiable individual about whom we hold Personal Data. Data Subjects may be nationals or residents of any country and may have legal rights regarding their Personal Data.
- **Data Privacy Impact Assessment (DPIA):** tools and assessments used to identify and reduce risks of a data processing activity. DPIA can be carried out as part of Privacy by Design and should be conducted for all major system or business change programmes involving the Processing of Personal Data.
- **Data Protection Officer (DPO):** the person required to be appointed in specific circumstances under the GDPR. Where a mandatory DPO has not been appointed, this term means a data protection manager or other voluntary appointment of a DPO or refers to the Company data privacy team with responsibility for data protection compliance.
- **EEA:** the 28 countries in the EU, and Iceland, Liechtenstein and Norway.
- **Explicit Consent:** consent which requires a very clear and specific statement (that is, not just action).
- **General Data Protection Regulation (GDPR):** the General Data Protection Regulation ((EU) 2016/679). Personal Data is subject to the legal safeguards specified in the GDPR.
- **Personal Data:** any information identifying a Data Subject or information relating to a Data Subject that we can identify (directly or indirectly) from that data alone or in

combination with other identifiers we possess or can reasonably access. Personal Data includes Special Categories of Personal Data and Pseudonymised Personal Data but excludes anonymous data or data that has had the identity of an individual permanently removed. Personal data can be factual (for example, a name, email address, location or date of birth) or an opinion about that person's actions or behaviour.

- **Personal Data Breach:** any act or omission that compromises the security, confidentiality, integrity or availability of Personal Data or the physical, technical, administrative or company safeguards that we or our third-party service providers put in place to protect it. The loss, or unauthorised access, disclosure or acquisition, of Personal Data is a Personal Data Breach.
- **Privacy by Design:** implementing appropriate technical and company measures in an effective manner to ensure compliance with the GDPR.
- **Privacy Notices (also referred to as Fair Processing Notices) or Privacy Policies:** separate notices setting out information that may be provided to Data Subjects when the Company collects information about them. These notices may take the form of general privacy statements applicable to a specific group of individuals (for example, employee privacy notices or the website privacy policy) or they may be stand-alone, one-time privacy statements covering Processing related to a specific purpose.
- **Processing or Process:** any activity that involves the use of Personal Data. It includes obtaining, recording or holding the data, or carrying out any operation or set of operations on the data including organising, amending, retrieving, using, disclosing, erasing or destroying it. Processing also includes transmitting or transferring Personal Data to third parties.
- **Pseudonymisation or Pseudonymised:** replacing information that directly or indirectly identifies an individual with one or more artificial identifiers or pseudonyms so that the person, to whom the data relates, cannot be identified without the use of additional information which is meant to be kept separately and secure.
- **Special Categories of Personal Data:** information revealing racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health conditions, sexual life, sexual orientation, biometric or genetic data.

44.2. Introduction

44.2.1. This Privacy Standard sets out how Austin Hayes Limited ("we", "our", "us", "the Company") handles the Personal Data of our customers, suppliers, employees, workers and other third parties.

44.2.2. This Privacy Standard applies to all Personal Data we Process regardless of the media on which that data is stored or whether it relates to past or present employees, workers, customers, clients or supplier contacts, shareholders, website users or any other Data Subject.

44.2.3. This Privacy Standard applies to all Company Personnel ("you", "your"). You must read, understand and comply with this Privacy Standard when Processing Personal Data on our behalf and attend training on its requirements. This Privacy Standard sets out what we expect from you for the Company to comply with applicable law. Your compliance with this Privacy Standard is mandatory. Related Policies and Privacy Guidelines are available

to help you interpret and act in accordance with this Privacy Standard. You must also comply with all such Related Policies and Privacy Guidelines. Any breach of this Privacy Standard may result in disciplinary action.

44.2.4. Where you have a specific responsibility in connection with Processing such as capturing Consent, reporting a Personal Data Breach, conducting a DPIA as referenced in this Privacy Standard or otherwise then you must comply with the Related Policies and Privacy Guidelines.

44.2.5. This Privacy Standard (together with Related Policies and Privacy Guidelines) is an internal document and cannot be shared with third parties, clients or regulators without prior authorisation from the DPO.

44.3. Scope

44.3.1. We recognise that the correct and lawful treatment of Personal Data will maintain confidence in the company and will provide for successful business operations. Protecting the confidentiality and integrity of Personal Data is a critical responsibility that we take seriously at all times. We are exposed to potential fines of up to EUR20 million or 4% of total worldwide annual turnover, whichever is higher and depending on the breach, for failure to comply with the provisions of the GDPR.

44.3.2. All departments are responsible for ensuring all Company Personnel comply with this Privacy Standard and need to implement appropriate practices, processes, controls and training to ensure that compliance.

44.3.3. The DPO is responsible for overseeing this Privacy Standard and, as applicable, developing Related Policies and Privacy Guidelines. This post is held by Nick Eagleton.

44.3.4. Please contact the DPO with any questions about the operation of this Privacy Standard or the GDPR or if you have any concerns that this Privacy Standard is not being or has not been followed. In particular, please always contact the DPO in the following circumstances:

- If you are unsure of the lawful basis which you are relying on to process Personal Data (including the legitimate interests used by the Company);
- If you need to rely on Consent and/or need to capture Explicit Consent;
- If you need to draft Privacy Notices;
- If you are unsure about the retention period for the Personal Data being Processed;
- If you are unsure about what security or other measures you need to implement to protect Personal Data;
- If there has been a Personal Data Breach;
- If you are unsure on what basis to transfer Personal Data outside the EEA;
- If you need any assistance dealing with any rights invoked by a Data Subject;
- whenever you are engaging in a significant new, or change in, Processing activity which is likely to require a DPIA or plan to use Personal Data for purposes other than what it was collected for;
- If you plan to undertake any activities involving Automated Processing including profiling or Automated Decision-Making;
- If you need help complying with applicable law when carrying out direct marketing activities; or

- If you need help with any contracts or other areas in relation to sharing Personal Data with third parties (including our vendors).

44.4. Personal Data Protection Principles

44.4.1. We adhere to the principles relating to the Processing of Personal Data set out in the GDPR which require Personal Data to be:

- Processed lawfully, fairly and in a transparent manner (Lawfulness, Fairness and Transparency);
- Collected only for specified, explicit and legitimate purposes (Purpose Limitation);
- Adequate, relevant and limited to what is necessary in relation to the purposes for which it is Processed (Data Minimisation);
- Accurate and where necessary kept up to date (Accuracy);
- Not kept in a form which permits identification of Data Subjects for longer than is necessary for the purposes for which the data is Processed (Storage Limitation);
- Processed in a manner that ensures its security using appropriate technical and company measures to protect against unauthorised or unlawful Processing and against accidental loss, destruction or damage (Security, Integrity and Confidentiality);
- Not transferred to another country without appropriate safeguards being in place (Transfer Limitation); and
- Made available to Data Subjects and allow Data Subjects to exercise certain rights in relation to their Personal Data (Data Subject's Rights and Requests).

44.4.2. We are responsible for and must be able to demonstrate compliance with the data protection principles listed above (Accountability).

44.5. Lawfulness, Fairness, Transparency

44.5.1. Personal data must be Processed lawfully, fairly and in a transparent manner in relation to the Data Subject.

44.5.2. You may only collect, Process and share Personal Data fairly and lawfully and for specified purposes. The GDPR restricts our actions regarding Personal Data to specified lawful purposes. These restrictions are not intended to prevent Processing but ensure that we Process Personal Data fairly and without adversely affecting the Data Subject.

44.5.3. The GDPR allows Processing for specific purposes, some of which are set out below:

- The Data Subject has given their Consent;
- The Processing is necessary for the performance of a contract with the Data Subject;
- To meet our legal compliance obligations;
- To protect the Data Subject's vital interests; or
- To pursue our legitimate interests for purposes where they are not overridden because the Processing prejudices the interests or fundamental rights and freedoms of Data Subjects. The purposes for which we process Personal Data for legitimate interests need to be set out in applicable Privacy Notices.
- You must identify and document the legal ground being relied on for each Processing activity.

44.6. Consent

- 44.6.1. A Controller must only process Personal Data on the basis of one or more of the lawful bases set out in the GDPR, which include Consent.
- 44.6.2. A Data Subject consents to the Processing of their Personal Data if they indicate agreement clearly either by a statement or positive action to the Processing. Consent requires affirmative action so silence, pre-ticked boxes or inactivity are unlikely to be sufficient. If Consent is given in a document which deals with other matters, then the Consent must be kept separate from those other matters.
- 44.6.3. Data Subjects must be easily able to withdraw Consent to Processing at any time and withdrawal must be promptly honoured. Consent may need to be refreshed if you intend to Process Personal Data for a different and incompatible purpose which was not disclosed when the Data Subject first consented.
- 44.6.4. When processing Special Category Data or Criminal Convictions Data, we will usually rely on a legal basis for processing other than Explicit Consent or Consent if possible. Where Explicit Consent is relied on, you must issue a Privacy Notice to the Data Subject to capture Explicit Consent.
- 44.6.5. You will need to evidence of Consent and keep records of all Consent in accordance with Related Policies and Privacy Guidelines so that we can demonstrate compliance with Consent requirements.

44.7. Transparency (notifying Data Subjects)

- 44.7.1. The GDPR requires Data Controllers to provide detailed, specific information to Data Subjects depending on whether the information was collected directly from Data Subjects or from elsewhere. The information must be provided through appropriate Privacy Notices which must be concise, transparent, intelligible, easily accessible, and in clear and plain language so that a Data Subject can easily understand them.
- 44.7.2. Whenever we collect Personal Data directly from Data Subjects, including for human resources or employment purposes, we must provide the Data Subject with all the information required by the GDPR including the identity of the Controller and DPO, how and why we will use, Process, disclose, protect and retain that Personal Data through a Privacy Notice which must be presented when the Data Subject first provides the Personal Data.
- 44.7.3. When Personal Data is collected indirectly (for example, from a third party or publicly available source), we must provide the Data Subject with all the information required by the GDPR as soon as possible after collecting or receiving the data. We must also check that the Personal Data was collected by the third party in accordance with the GDPR and on a basis which contemplates our proposed Processing of that Personal Data.
- 44.7.4. If you are collecting Personal Data from Data Subjects, directly or indirectly, then we ask that you provide Data Subjects with a Privacy Notice in accordance with our Related Policies and Privacy Guidelines.

44.8. Purpose Limitation

- 44.8.1. Personal Data must be collected only for specified, explicit and legitimate purposes. It must not be further Processed in any manner incompatible with those purposes.

44.8.2. You cannot use Personal Data for new, different or incompatible purposes from that disclosed when it was first obtained unless you have informed the Data Subject of the new purposes and they have Consented where necessary.

44.9. Data Minimisation

44.9.1. Personal Data must be adequate, relevant and limited to what is necessary in relation to the purposes for which it is Processed.

44.9.2. You may only Process Personal Data when performing your job duties requires it. You cannot Process Personal Data for any reason unrelated to your job duties.

44.9.3. You may only collect Personal Data that you require for your job duties: do not collect excessive data. Ensure any Personal Data collected is adequate and relevant for the intended purposes.

44.9.4. You must ensure that when Personal Data is no longer needed for specified purposes, it is deleted or anonymised in accordance with the Company's data retention guidelines.

44.10. Accuracy

44.10.1. Personal Data must be accurate and, where necessary, kept up to date. It must be corrected or deleted without delay when inaccurate.

44.10.2. You will ensure that the Personal Data we use, and hold is accurate, complete, kept up to date and relevant to the purpose for which we collected it. Please check the accuracy of any Personal Data at the point of collection and at regular intervals afterwards. You must take all reasonable steps to destroy or amend inaccurate or out-of-date Personal Data.

44.11. Storage Limitation

44.11.1. Personal Data must not be kept in an identifiable form for longer than is necessary for the purposes for which the data is processed.

44.11.2. We will maintain retention policies and procedures to ensure Personal Data is deleted after a reasonable time for the purposes for which it was being held unless a law requires that data be kept for a minimum time. You should comply with the Company's guidelines on Data Retention.

44.11.3. You must not keep Personal Data in a form which permits the identification of the Data Subject for longer than needed for the legitimate business purpose or purposes for which we originally collected it including for the purpose of satisfying any legal, accounting or reporting requirements.

44.11.4. You will take all reasonable steps to destroy or erase from our systems all Personal Data that we no longer require in accordance with all our applicable records retention schedules and policies. This includes requiring third parties to delete that data where applicable.

44.11.5. You will ensure Data Subjects are informed of the period for which data is stored and how that period is determined in any applicable Privacy Notice.

44.12. Security Integrity and Confidentiality

44.12.1. Personal Data must be secured by appropriate technical and company measures against unauthorised or unlawful Processing, and against accidental loss, destruction or damage.

44.12.2. We will develop, implement and maintain safeguards appropriate to our size, scope and business, our available resources, the amount of Personal Data that we own or maintain on behalf of others and identified risks (including the use of encryption and Pseudonymisation where applicable). We will regularly evaluate and test the effectiveness of those safeguards to ensure the security of our Processing of Personal Data. You are responsible for protecting the Personal Data we hold. You must implement reasonable and appropriate security measures against unlawful or unauthorised Processing of Personal Data and against the accidental loss of, or damage to, Personal Data. You must exercise particular care in protecting Special Categories of Personal Data and Criminal Convictions Data from loss and unauthorised access, use or disclosure.

44.12.3. You must follow all procedures and technologies we put in place to maintain the security of all Personal Data from the point of collection to the point of destruction. You may only transfer Personal Data to third-party service providers who agree to comply with the required policies and procedures and who agree to put adequate measures in place, as requested.

44.12.4. You will maintain data security by protecting the confidentiality, integrity and availability of the Personal Data, defined as follows:

- Confidentiality means that only people who have a need to know and are authorised to use the Personal Data can access it;
- Integrity means that Personal Data is accurate and suitable for the purpose for which it is processed; and
- Availability means that authorised users are able to access the Personal Data when they need it for authorised purposes.

44.12.5. We ask that you comply with and not attempt to circumvent the administrative, physical and technical safeguards we implement and maintain in accordance with the GDPR and relevant standards to protect Personal Data.

44.13. Reporting a Personal Data Breach

44.13.1. The GDPR requires Controllers to notify any Personal Data Breach to the applicable regulator and, in certain instances, the Data Subject.

44.13.2. We have put in place procedures to deal with any suspected Personal Data Breach and will notify Data Subjects or any applicable regulator where we are legally required to do so.

44.13.3. If you know or suspect that a Personal Data Breach has occurred, do not attempt to investigate the matter yourself. Immediately contact the person or team designated as the key point of contact for Personal Data Breaches (the DPO). You should preserve all evidence relating to the potential Personal Data Breach.

44.14. Transfer Limitation

44.14.1. The GDPR restricts data transfers to countries outside the EEA to ensure that the level of data protection afforded to individuals by the GDPR is not undermined. You transfer Personal Data originating in one country across borders when you transmit, send, view or access that data in or to a different country.

44.14.2. You may only transfer Personal Data outside the EEA if one of the following conditions applies:

- The European Commission has issued a decision confirming that the country to which we transfer the Personal Data ensures an adequate level of protection for the Data Subject's rights and freedoms;
- Appropriate safeguards are in place such as binding corporate rules (BCR), standard contractual clauses approved by the European Commission, an approved code of conduct or a certification mechanism, a copy of which can be obtained from the DPO;
- The Data Subject has provided Explicit Consent to the proposed transfer after being informed of any potential risks; or
- The transfer is necessary for one of the other reasons set out in the GDPR including the performance of a contract between us and the Data Subject, reasons of public interest, to establish, exercise or defend legal claims or to protect the vital interests of the Data Subject where the Data Subject is physically or legally incapable of giving Consent and, in some limited cases, for our legitimate interest.

44.15. Data Subject's Rights and Requests

44.15.1. Data Subjects have rights when it comes to how we handle their Personal Data. These include rights to:

- Withdraw Consent to Processing at any time;
- Receive certain information about the Data Controller's Processing activities;
- Request access to their Personal Data that we hold;
- Prevent our use of their Personal Data for direct marketing purposes;
- Ask us to erase Personal Data if it is no longer necessary in relation to the purposes for which it was collected or Processed to rectify inaccurate data or to complete incomplete data;
- Restrict Processing in specific circumstances;
- Challenge Processing which has been justified on the basis of our legitimate interests or in the public interest;
- Request a copy of an agreement under which Personal Data is transferred outside of the EEA;
- Object to decisions based solely on Automated Processing, including profiling (ADM);
- Prevent Processing that is likely to cause damage or distress to the Data Subject or anyone else;
- Be notified of a Personal Data Breach which is likely to result in a high risk to their rights and freedoms;
- Make a complaint to the supervisory authority; and
- In limited circumstances, receive or ask for their Personal Data to be transferred to a third party in a structured, commonly used and machine-readable format.

44.15.2. You must verify the identity of an individual requesting data under any of the rights listed above (do not allow third-parties to persuade you into disclosing Personal Data without proper authorisation).

44.15.3. You must immediately forward any Data Subject request you receive to the DPO and comply with the Company's Data Subject response process.

44.16. Accountability

44.16.1. The Controller must implement appropriate technical and company measures in an effective manner, to ensure compliance with data protection principles. The Controller is responsible for, and must be able to demonstrate, compliance with the data protection principles.

44.16.2. The Company must have adequate resources and controls in place to ensure and document GDPR compliance including:

- Appointing a suitably qualified DPO (where necessary) and an executive accountable for data privacy;
- Implementing Privacy by Design when Processing Personal Data and completing DPIAs where Processing presents a high risk to the rights and freedoms of Data Subjects;
- Integrating data protection into internal documents including this Privacy Standard, Related Policies, Privacy Guidelines or Privacy Notices;
- Regularly training Company Personnel on the GDPR, this Privacy Standard, Related Policies and Privacy Guidelines and data protection matters including, for example, Data Subject's rights, Consent, legal basis, DPIA and Personal Data Breaches. The Company must maintain a record of training attendance by Company Personnel; and
- Regularly testing the privacy measures implemented and conducting periodic reviews and audits to assess compliance, including using results of testing to demonstrate compliance improvement efforts.

44.17. Record-keeping

44.17.1. The GDPR requires us to keep full and accurate records of all our data Processing activities.

44.17.2. You must keep and maintain accurate corporate records reflecting our Processing including records of Data Subjects' Consents and procedures for obtaining Consents in accordance with the Company's record-keeping guidelines.

44.17.3. These records should include, at a minimum, the name and contact details of the Controller and the DPO, clear descriptions of the Personal Data types, Data Subject types, Processing activities, Processing purposes, third-party recipients of the Personal Data, Personal Data storage locations, Personal Data transfers, the Personal Data's retention period and a description of the security measures in place. To create the records, data maps should be created which should include the detail set out above together with appropriate data flows.

44.18. Training and Audit

44.18.1. We are required to ensure all Company Personnel have undergone adequate training to enable them to comply with data privacy laws. We must also regularly test our systems and processes to assess compliance.

44.18.2. You should undergo all mandatory data privacy-related training and ensure your team undergo similar mandatory training in accordance with the Company's mandatory training guidelines.

44.18.3. You should regularly review all the systems and processes under your control to ensure they comply with this Privacy Standard and check that adequate governance controls and resources are in place to ensure the proper use and protection of Personal Data.

44.19. Privacy by Design and Data Protection Impact Assessment (DPIA)

44.19.1. We are required to implement Privacy by Design measures when Processing Personal Data by implementing appropriate technical and company measures (like Pseudonymisation) in an effective manner, to ensure compliance with data privacy principles.

44.19.2. You must assess what Privacy by Design measures can be implemented on all programmes, systems or processes that Process Personal Data by taking into account the following:

- The state of the art;
- The cost of implementation;
- The nature, scope, context and purposes of Processing; and
- The risks of varying likelihood and severity for rights and freedoms of Data Subjects posed by the Processing.

44.20. Data controllers must also conduct DPIAs with respect to high-risk Processing.

44.20.1. You should conduct a DPIA (and discuss your findings with the DPO) when implementing major system or business change programs involving the Processing of Personal Data including:

- Use of new technologies (programs, systems or processes), or changing technologies (programs, systems or processes);
- Automated Processing including profiling and ADM;
- Large-scale Processing of Special Categories of Personal Data or Criminal Convictions Data; and
- Large-scale, systematic monitoring of a publicly accessible area.

44.20.2. A DPIA must include:

- A description of the Processing, its purposes and the Data Controller's legitimate interests if appropriate;
- An assessment of the necessity and proportionality of the Processing in relation to its purpose;
- An assessment of the risk to individuals; and
- The risk mitigation measures in place and demonstration of compliance.

44.21. Automated Processing (including profiling) and Automated Decision-Making

44.21.1. Generally, ADM is prohibited when a decision has a legal or similar significant effect on an individual unless:

- A Data Subject has Explicitly Consented;
- The Processing is authorised by law; or
- The Processing is necessary for the performance of or entering into a contract.

44.21.2. If certain types of Special Categories of Personal Data or Criminal Convictions Data are being processed, then grounds (b) or (c) will not be allowed but Special Categories of Personal Data and Criminal Convictions Data can be Processed where it is necessary (unless less intrusive means can be used) for substantial public interest like fraud prevention.

44.21.3. If a decision is to be based solely on Automated Processing (including profiling), then Data Subjects must be informed when you first communicate with them of their right to object. This right must be explicitly brought to their attention and presented clearly and separately from other information. Further, suitable measures must be put in place to safeguard the Data Subject's rights and freedoms and legitimate interests.

44.21.4. We must also inform the Data Subject of the logic involved in the decision-making or profiling, the significance and envisaged consequences and give the Data Subject the right to request human intervention, express their point of view or challenge the decision.

44.21.5. A DPIA must be carried out before any Automated Processing (including profiling) or ADM activities are undertaken.

44.21.6. Where you are involved in any data Processing activity that involves profiling or ADM, you must comply with the Company's guidelines on profiling or ADM.

44.22. Direct Marketing

44.22.1. We are subject to certain rules and privacy laws when marketing to our customers.

44.22.2. For example, a Data Subject's prior consent is required for electronic direct marketing (for example, by email, text or automated calls). The limited exception for existing customers known as "soft opt in" allows companies to send marketing texts or emails if they have obtained contact details in the course of a sale to that person, they are marketing similar products or services, and they gave the person an opportunity to opt out of marketing when first collecting the details and in every subsequent message.

44.22.3. The right to object to direct marketing must be explicitly offered to the Data Subject in an intelligible manner so that it is clearly distinguishable from other information.

44.22.4. A Data Subject's objection to direct marketing must be promptly honoured. If a customer opts out at any time, their details should be suppressed as soon as possible. Suppression involves retaining just enough information to ensure that marketing preferences are respected in the future.

44.23. Sharing Personal Data

44.23.1. Generally, we are not allowed to share Personal Data with third parties unless certain safeguards and contractual arrangements have been put in place.

44.23.2. You may only share the Personal Data we hold with another employee, agent or representative of our group (which includes our subsidiaries and our ultimate holding

Company along with its subsidiaries) if the recipient has a job-related need to know the information and the transfer complies with any applicable cross-border transfer restrictions.

44.23.3. You may only share the Personal Data we hold with third parties, such as our service providers, if:

- They have a need to know the information for the purposes of providing the contracted services;
- Sharing the Personal Data complies with the Privacy Notice provided to the Data Subject and, if required, the Data Subject's Consent has been obtained;
- The third party has agreed to comply with the required data security standards, policies and procedures and put adequate security measures in place;
- The transfer complies with any applicable cross-border transfer restrictions; and
- A fully executed written contract that contains GDPR-approved third-party clauses has been obtained.

44.24. Changes to this Privacy Standard

44.24.1. We keep this Privacy Standard under regular review.

44.24.2. This Privacy Standard does not override any applicable national data privacy laws and regulations in the countries where the Company operates.

45. Privacy Notice

45.1. Purpose of this Policy

- 45.1.1. The Company is committed to protecting the privacy and security of your personal information.
- 45.1.2. This privacy notice describes how we collect and use personal information about you during and after your working relationship with us, in accordance with the General Data Protection Regulation (GDPR).
- 45.1.3. The Company is a "data controller". This means that we are responsible for deciding how we hold and use personal information about you. We are required under data protection legislation to notify you of the information contained in this privacy notice.
- 45.1.4. This notice applies to current and former employees, workers and contractors. This notice does not form part of any contract of employment or other contract to provide services. We may update this notice at any time but if we do so, we will provide you with an updated copy of this notice as soon as reasonably practical.
- 45.1.5. It is important that you read and retain this notice, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you so that you are aware of how and why we are using such information and what your rights are under the data protection legislation.

45.2. Data Protection Principles

- 45.2.1. We will comply with data protection law. This says that the personal information we hold about you must be:
- Used lawfully, fairly and in a transparent way;
 - Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes;
 - Relevant to the purposes we have told you about and limited only to those purposes;
 - Accurate and kept up to date;
 - Kept only as long as necessary for the purposes we have told you about; and
 - Kept securely.

45.3. The kind of information we hold about you

- 45.3.1. Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).
- 45.3.2. There are certain types of more sensitive personal data which require a higher level of protection, such as information about a person's health or sexual orientation. Information about criminal convictions also warrants this higher level of protection.
- 45.3.3. We will collect, store, and use the following categories of personal information about you:
- Personal contact details such as name, title, addresses, telephone numbers, and personal email addresses.

- Date of birth.
- Gender.
- Marital status and dependants.
- Next of kin and emergency contact information.
- National Insurance number.
- Bank account details, payroll records and tax status information.
- Salary, annual leave, pension and benefits information.
- Start date and, if different, the date of your continuous employment.
- Leaving date and your reason for leaving.
- Location of employment or workplace.
- Copy of driving licence (where required).
- Recruitment information (including copies of right-to-work documentation, references and other information included in a CV or cover letter or as part of the application process).
- Employment records (including job titles, work history, working hours, holidays, training records and professional memberships).
- Compensation history.
- Performance information.
- Disciplinary and grievance information.
- Information about your use of our information and communications systems.
- Photographs.

45.3.4. We may also collect, store and use the following more sensitive types of personal information:

- Information about your health, including any medical condition, health and sickness records, including:
- Details of any absences (other than holidays) from work including time on statutory parental leave and sick leave; and
- Where you leave employment and the reason for leaving is related to your health, information about that condition is needed for pensions and permanent health insurance purposes.

45.4. How is your personal information collected?

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

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

45.5. How we will use information about you

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

- Where we need to perform the contract, we have entered into with you.
- Where we need to comply with a legal obligation.
- Where it is necessary for legitimate interests pursued by us or a third party and your interests and fundamental rights do not override those interests.

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

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

45.6. Situations in which we will use your personal information

45.6.1. We need all the categories of information in the list above primarily to allow us to perform our contract with you [*] and to enable us to comply with legal obligations [**]. In some cases, we may use your personal information to pursue legitimate interests [***], provided your interests and fundamental rights do not override those interests. The situations in which we will process your personal information are listed below. We have indicated by asterisks the purpose or purposes for which we are processing or will process your personal information, as well as providing a description of which categories of data are involved.

- Making a decision about your recruitment or appointment. * & ***
- Determining the terms on which you work for us. * & ***
- Checking you are legally entitled to work in the UK. * & **
- Paying you and, if you are an employee or deemed employee for tax purposes, deducting tax and National Insurance contributions (NICs). & ***
- Providing to you, death in service cover. * & **
- Enrolling you in a pension arrangement in accordance with our statutory automatic enrolment duties. * & **
- Administering the contract, we have entered into with you. *
- Business management and planning, including accounting and auditing. * & ***
- Conducting performance reviews, managing performance and determining performance requirements. * & ***
- Making decisions about salary reviews and compensation. *
- Assessing qualifications for a particular job or task, including decisions about promotions. *
- Gathering evidence for possible grievance or disciplinary hearings. *
- Making decisions about your continued employment or engagement. *
- Making arrangements for the termination of our working relationship. *
- Education, training and development requirements. * & ***
- Dealing with legal disputes involving you, or other employees, workers and contractors, including accidents at work. * & **
- Ascertaining your fitness to work. * & **
- Managing sickness absence. * & **
- Complying with health and safety obligations. * & **
- To prevent fraud. * & ** & ***
- To monitor your use of our information and communication systems to ensure compliance with our IT policies. * & ***
- To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution. * & ***
- To conduct data analytics studies to review and better understand employee retention and attrition rates. * & ** & ***
- Equal opportunities monitoring. ***

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

45.7. If you fail to provide personal information

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

45.8. Change of Purpose

45.8.1. We will only use your personal information for the purposes for which we collected it unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

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

45.9. How we use particularly sensitive personal information

45.9.1. "Special categories" of particularly sensitive personal information, such as information about your health, racial or ethnic origin, sexual orientation or trade union membership, require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal information. We have in place an appropriate policy document and safeguards which we are required by law to maintain when processing such data. We may process special categories of personal information in the following circumstances:

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

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

45.10. Situations in which we will use your sensitive personal information

45.10.1. In general, we will not process particularly sensitive personal information about you unless it is necessary for performing or exercising obligations or rights in connection with employment. On rare occasions, there may be other reasons for processing, such as it is in the public interest to do so. The situations in which we will process your particularly sensitive personal information are listed below.

45.10.2. We will use information about your physical or mental health, or disability status, to ensure your health and safety in the workplace and to assess your fitness to work, provide appropriate workplace adjustments, monitor and manage sickness absence and administer benefits including statutory maternity pay, statutory sick pay, pensions and

permanent health insurance. We need to process this information to exercise rights and perform obligations in connection with your employment.

45.10.3. We will use information about your race or national or ethnic origin, religious, philosophical or moral beliefs, or your sexual life or sexual orientation, to ensure meaningful equal opportunity monitoring and reporting.

45.11. Do we need your consent?

45.11.1. We do not need your consent if we use special categories of your personal information in accordance with our written policy to carry out our legal obligations or exercise specific rights in the field of employment law. In limited circumstances, we may approach you for your written consent to allow us to process certain particularly sensitive data. If we do so, we will provide you with full details of the information that we would like and the reason we need it, so that you can carefully consider whether you wish to consent. You should be aware that it is not a condition of your contract with us that you agree to any request for consent from us.

45.12. Information about criminal convictions

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

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

45.12.3. We will only collect information about criminal convictions if it is appropriate given the nature of the role and where we are legally able to do so. Where appropriate, we will collect information about criminal convictions as part of the recruitment process or we may be notified of such information directly by you in the course of you working for us.

45.12.4. We have in place appropriate safeguards which we are required by law to maintain when processing such data.

45.13. Automated Decision-making

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

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

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

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

45.13.4. We do not envisage that any decisions will be taken about you using automated means, however, we will notify you in writing if this position changes.

45.14. Data Sharing

45.14.1. We may have to share your data with third parties, including third-party service providers and other entities in the group.

45.14.2. We require third parties to respect the security of your data and to treat it in accordance with the law.

45.14.3. We may transfer your personal information outside the EU.

45.14.4. If we do, you can expect a similar degree of protection in respect of your personal information.

45.15. Why might you share my personal information with third parties?

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

45.16. Which third-party service providers process my personal information?

45.16.1. "Third parties" include third-party service providers (including contractors and designated agents) and other entities within our group. The following activities are carried out by third-party service providers: payroll, pension administration, benefits provision, training providers, health monitoring, administration, IT services, legal, human resources and health and safety services.

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

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

45.18. What about other third parties?

45.18.1. We may share your personal information with other third parties, for example in the context of the possible sale or restructuring of the business. In this situation, we will, as far as possible, share anonymised data with the other parties before the transaction is completed. Once the transaction is completed, we will share your personal data with the other parties if and to the extent required under the terms of the transaction.

45.18.2. We may also need to share your personal information with a regulator or to otherwise comply with the law. This may include making returns to HMRC, disclosures to stock exchange regulators and disclosures to shareholders such as directors' remuneration reporting requirements.

45.19. Data security

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

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

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

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

45.20. Data Retention

45.20.1. We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. Details of retention periods for different aspects of your personal information are available upon request. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

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

45.21. Rights of access, correction, erasure, and restriction

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

45.22. Your rights in connection with personal information

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

- Request access to your personal information (commonly known as a "data subject access request"). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
- Request correction of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- Request the erasure of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us

continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).

- Object to processing of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes.
- Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example, if you want us to establish its accuracy or the reason for processing it.
- Request the transfer of your personal information to another party.

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

45.23. No fee is usually required

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

45.24. What we may need from you

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

45.25. Right to withdraw consent

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

45.26. Data Protection Officer

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

45.27. Changes to this privacy notice

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

45.27.2. If you have any questions about this privacy notice, please contact your manager.

46. Anti-tax Evasion

46.1. Policy Statement

46.1.1. It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to the facilitation of tax evasion, whether under UK law or under the law of any foreign country.

46.1.2. We are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter tax evasion facilitation.

46.1.3. We will uphold all laws relevant to countering tax evasion, including the Criminal Finances Act 2017.

46.2. About this Policy

46.2.1. The purpose of this policy is to:

- Set out our responsibilities, and of those working for us, in observing and upholding our position on preventing the criminal facilitation of tax evasion; and
- Provide information and guidance to those working for us on how to recognise and avoid tax evasion.

46.2.2. As an employer, if we fail to prevent our employees, workers, agents or service providers from facilitating tax evasion, we can face criminal sanctions including an unlimited fine, as well as exclusion from tendering for public contracts and damage to our reputation. We therefore take our legal responsibilities seriously.

46.2.3. In this policy, third party means any individual or company you come into contact with during the course of your work for us and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisers, representatives and officials, politicians and political parties.

46.2.4. This policy does not form part of any employee's contract of employment and we may amend it at any time.

46.3. Who must comply with this policy?

46.3.1. This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners, sponsors, or any other person associated with us, wherever located.

46.4. Who is responsible for the policy?

46.4.1. The board of directors has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

46.4.2. The Compliance Manager, Nick Eagleton, has primary and day-to-day responsibility for implementing this policy, monitoring its use and effectiveness, dealing with any queries

about it, and auditing internal control systems and procedures to ensure they are effective in preventing the facilitation of tax evasion.

46.4.3. Management at all levels are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate and regular training on it.

46.4.4. You are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the Compliance Manager.

46.5. What is tax evasion facilitation?

46.5.1. For the purposes of this policy:

- Tax evasion means the offence of cheating the public revenue or fraudulently evading UK tax, and is a criminal offence. The offence requires an element of fraud, which means there must be deliberate action, or omission with dishonest intent;
- Foreign tax evasion means evading tax in a foreign country, provided that conduct is an offence in that country and would be a criminal offence if committed in the UK. As with tax evasion, the element of fraud means there must be deliberate action, or omission with dishonest intent; and
- Tax evasion facilitation means being knowingly concerned in, or taking steps with a view to, the fraudulent evasion of tax (whether UK tax or tax in a foreign country) by another person, or aiding, abetting, counselling or procuring the commission of that offence. Tax evasion facilitation is a criminal offence, where it is done deliberately and dishonestly.

46.5.2. Under the Criminal Finances Act 2017, a separate criminal offence is automatically committed by a corporate entity or partnership where the tax evasion is facilitated by a person acting in the capacity of an "associated person" to that body. For the offence to be made out, the associated person must deliberately and dishonestly take action to facilitate the tax evasion by the taxpayer. If the associated person accidentally, ignorantly, or negligently facilitates the tax evasion, then the corporate offence will not have been committed. The Company does not have to have deliberately or dishonestly facilitated the tax evasion itself; the fact that the associated person has done so creates liability for the Company.

46.5.3. Tax evasion is not the same as tax avoidance or tax planning. Tax evasion involves deliberate and dishonest conduct. Tax avoidance is not illegal and involves taking steps, within the law, to minimise tax payable (or maximise tax reliefs).

46.5.4. In this policy, all references to tax include national insurance contributions.

46.6. What you must not do

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

- Engage in any form of facilitating tax evasion or foreign tax evasion;
- Aid, abet, counsel or procure the commission of a tax evasion offence or foreign tax evasion offence by another person;
- Fail to promptly report any request or demand from any third party to facilitate the fraudulent evasion of tax (whether UK tax or tax in a foreign country), or any suspected fraudulent evasion of tax (whether UK tax or tax in a foreign country) by another person, in accordance with this policy;

- Engage in any other activity that might lead to a breach of this policy; or
- Threaten or retaliate against another individual who has refused to commit a tax evasion offence or a foreign tax evasion offence or who has raised concerns under this policy.

46.7. Your responsibilities

46.7.1. You must ensure that you read, understand and comply with this policy.

46.7.2. The prevention, detection and reporting of tax evasion and foreign tax evasion are the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.

You must notify the Compliance Manager as soon as possible if you believe or suspect that a conflict with this policy has occurred or may occur in the future. For example, if an employee or supplier asks to be paid into an offshore bank account, without good reason, or a supplier asks to be paid in cash, indicating that this will mean the payment is not subject to VAT.

46.8. How to raise a concern

46.8.1. You are encouraged to raise concerns about any issue or suspicion of tax evasion or foreign tax evasion at the earliest possible stage.

46.8.2. If you become aware of any fraudulent evasion of tax (whether UK tax or tax in a foreign country) by another person in the course of your work, or you are asked to assist another person in their fraudulent evasion of tax (whether directly or indirectly), or if you believe or suspect that any fraudulent evasion of tax has occurred or may occur, whether in respect to UK tax or tax in a foreign country, you must notify your manager as soon as possible.

46.8.3. If you are unsure about whether a particular act constitutes tax evasion or foreign tax evasion, raise it with your manager as soon as possible. You should note that the corporate offence is only committed where you deliberately and dishonestly take action to facilitate the tax evasion or foreign tax evasion. If you do not take any such action, then the offence will not be made out. However, a deliberate failure to report suspected tax evasion or foreign tax evasion, or "turning a blind eye" to suspicious activity could amount to criminal facilitation of tax evasion.

46.9. Protection

46.9.1. Individuals who raise concerns or report another's wrongdoing are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

46.9.2. We are committed to ensuring no one suffers any detrimental treatment as a result of:

- Refusing to take part in, be concerned in, or facilitate tax evasion or foreign tax evasion by another person;
- Refusing to aid, abet, counsel or procure the commission of a tax evasion offence or a foreign tax evasion offence by another person; or
- Reporting in good faith their suspicion that an actual or potential tax evasion offence or foreign tax evasion offence has taken place or may take place in the future.

46.9.3. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the Compliance Manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure, which is set out in the Employee Handbook.

46.10. Training and Communication

46.10.1. Training on this policy forms part of the induction process for all managers who work for us, and regular training will be provided as necessary. Such training may form part of wider financial crime detection and prevention training.

46.10.2. We will ensure that mandatory training on this policy is offered to those employees, workers and associated persons who have been identified as being at risk of exposure to criminal tax evasion, at least once every year.

46.10.3. Our zero-tolerance approach to tax evasion and foreign tax evasion must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate after that.

46.11. Breaches of this policy

46.11.1. Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.

46.11.2. We may terminate our relationship with other individuals and companies working on our behalf if they breach this policy.

46.12. Potential risk scenarios: "red flags"

46.12.1. The following is a list of possible red flags that may arise during the course of you working for us and which may raise concerns related to tax evasion or foreign tax evasion. The list is not intended to be exhaustive and is for illustrative purposes only.

46.12.2. If you encounter any of these red flags while working for us, you must report them promptly to the Compliance Manager:

- You become aware, in the course of your work, that a third party has made or intends to make a false statement relating to tax, has failed to disclose income or gains to, or to register with, HMRC (or the equivalent authority in any relevant non-UK jurisdiction), has delivered or intends to deliver a false document relating to tax, or has set up or intends to set up a structure to try to hide income, gains or assets from a tax authority;
- You become aware, in the course of your work, that a third party has deliberately failed to register for VAT (or the equivalent tax in any relevant non-UK jurisdiction) or failed to account for VAT;
- A third-party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- You become aware, in the course of your work, that a third party working for us as an employee asks to be treated as a self-employed contractor, but without any material changes to their working conditions;
- A supplier or other subcontractor is paid gross when they should have been paid net, under a scheme such as the Construction Industry Scheme;

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- A third-party requests that payment be made to a country or geographic location different from where the third party resides or conducts business;
 - A third-party to whom we have provided services requests that their invoice be addressed to a different entity, where we did not provide services to such entity directly;
 - A third-party to whom we have provided services asks us to change the description of services rendered on an invoice in a way that seems designed to obscure the nature of the services provided;
 - You receive an invoice from a third party that appears to be non-standard or customised;
 - A third-party insists on the use of side letters or refuses to put terms agreed in writing or asks for contracts or other documentation to be backdated;
 - You notice that we have been invoiced for a commission or fee payment that appears too large or too small, given the service stated to have been provided;
 - A third-party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us.

47. Corporate and Social Responsibility

47.1. Definition

47.1.1. Corporate Social Responsibility (CSR) is a concept whereby an company recognises that its business operations and processes may have an impact on social, economic and environmental issues outside of the workplace. It also represents a commitment to ensuring and maintaining socially responsible behaviour in an company.

47.2. Purpose of this Policy

47.2.1. We seek to sustain a business that is successful and respected in its ethical standing by our stakeholders. These include customers, clients, investors, regulators, suppliers and the community. We embrace the role our business plays on a day-to-day basis in contributing to a better society.

47.3. About this Policy

47.3.1. We are aware that the running of our business will, in many ways, affect our place of work, the community and the wider environment in which we operate. We believe that the way we run our business can and should make a positive difference in these areas and we aim to ensure that continued efforts are made to achieve that.

47.4. Environment

47.4.1. With regard to the business' impact upon the environment, we are committed, amongst other initiatives, to:

- efficient printing, including only printing when absolutely necessary, using recycled materials where possible and turning off printers when not in use;
- reducing the amount of waste produced by the business;
- ensuring that water/electricity is used responsibly by our employees;
- recycling materials as extensively as possible;
- using technology to lessen the need for travel;
- using public transport or electric vehicles wherever possible when travelling is unavoidable;

47.5. Charitable/community work

47.5.1. We are keen to support and become involved in community initiatives and charitable work. We do this in the form of sponsorship, donations to national and local charities which may be suggested by our team, and the funding of community projects. Every suggestion is given due consideration.

47.6. Education

47.6.1. We recognise the importance of education in our community and supporting individuals during this process is key to advancement. We actively encourage our employees to take up training courses which are beneficial for both parties, often funded by ourselves.

47.7. Our employees

47.7.1. We keep our team fully informed of our policies and procedures and we encourage them to share their ideas with us on both internal processes affecting them, and the way our service is provided to customers/clients. We maintain an open and honest approach to all of our communications.

47.8. Equal Opportunities

47.8.1. We are committed to providing an environment of equal opportunities for all members of our workforce. No account of any of the protected characteristics set out in the Equality Act 2010 shall be taken to a detrimental effect in any decision involving recruitment, promotion, provision of facilities etc.

47.9. Business partnerships

47.9.1. We will strive to engage with local suppliers and businesses where possible to meet the business' operational needs, in order to support businesses within our area and decrease our carbon footprint.

47.9.2. In respect of our entire CSR initiative, we expect no lesser standards from our suppliers and business partners.

47.10. Ongoing commitment

47.10.1. We are fully committed to the principle of CSR and aim to ensure that no relevant policy decisions are made within the business, without first evaluating the potential CSR impact.

48. Environment

48.1. We ask that you make yourself aware of the company's Environmental Policy Statement, located on notice boards around the site and on our website. If you have any questions about this, please speak to Nick Eagleton.

<https://austinhayes.com/policies/>

49. Quality

49.1. We ask that you make yourself aware of the company's Quality Policy Statement, these are located on notice boards around the site and on our website. If you have any questions about this, please speak to Nick Eagleton.

<https://austinhayes.com/policies/>

50. Ethical Trade

50.1. We are committed to conducting our business in an ethical, legal and socially responsible manner. This commitment extends to all third-party suppliers and service providers, with whom we do business.

50.2. We formally commit to ensuring that all services and suppliers that are procured by our Company, comply with the highest standards of ethical and environmental trade practices. These will not involve the abuse or exploitation of any person within the entire supply chain and shall be assessed to ensure the impact on the environment is minimised.

50.3. Austin Hayes shall:

- Act in an ethical manner and comply with applicable statutory and legal requirements, promoting good labour and ethical standards in its supply chain;
- Apply the company's third-party evaluation process to all key external service providers, which assesses company performance and practices, including those associated with ethical behaviours;
- Promote fair and ethical trading standards throughout the company's supply chain, and awareness of the importance of such standards among employees;
- Establish and maintain our credibility as an ethical partner for our clients, service providers and other third parties with whom we are associated.
- Through adherence to this policy, Austin Hayes seeks to conduct its business affairs in accordance with the Ethical Trading Initiative Base Code, as articulated in <https://www.ethicaltrade.org/eti-base-code>.
- This policy forms a formal part of our Integrated Management System (IMS) and will be reviewed annually. The policy will be communicated to all relevant internal and external parties and forms part of the company's over-arching commitment to achieving continual improvement throughout the business.

51. Business Continuity

51.1. About this Policy

51.1.1. Austin Hayes views Business Continuity Management (BCM) as a fundamental part of its ability to protect our employees and fulfil our responsibilities to our customers. Business continuity planning is our process of planning for the unexpected and is an integral part of our Integrated Management System (IMS).

51.1.2. Disruptions to the business's ability to perform critical services or processes will have an impact on a variety of our interested parties damaging trust and the business's reputation. Additionally, there may be significant financial, legal and regulatory implications.

51.1.3. By performing BCM, we ensure that we can deliver critical services or processes to our customers in the face of unforeseen circumstances. Our priorities in managing any disturbance to our normal operations are as follows:

- the safety of our team, visitors, tenants, and contractors;
- the continuance of critical client services or processes; and
- the maintenance of our reputation.

51.2. Recovery Process

51.2.1. We maintain a Critical Incident and Business Recovery Plan (CIBRP) to facilitate the management of any incident which has the potential to harm employees, damage or restrict access to our premises or disrupt business. Our Board of Directors and Senior Management Team is responsible for overseeing the CIBRP, and where required is supported by a purpose-built BCM team where the incident dictates.

51.2.2. In order to maintain a resilient Information Technology (IT) environment, management have committed to a strategy that aims for minimal downtime and data loss for all applications that support business-critical processes.

51.2.3. We have established and continue to develop an appropriate level of business continuity readiness, in line with our business priorities and its scale and complexity. We continue to identify the most critical and time-sensitive activities and put in place contingencies to ensure that these are continued in the event of an interruption.

How does Austin Hayes support you if things go wrong?

We don't expect most people to need these policies but we realise that sometimes things do go wrong at work. This section explains how Austin Hayes will work with you through challenging times at work.

52. Capability

52.1. About this Policy

52.1.1. We endeavour to ensure that our employees deliver an acceptable standard of performance for their roles. It is our aim to use this policy as a means of encouraging employees to improve performance wherever possible and provide help and support to restore and maintain effective contributions. However, poor performance can ultimately result in dismissal.

52.1.2. This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.

52.1.3. This policy does not form part of any employee's contract of employment and we may amend it at any time.

52.2. Purpose of this Policy

52.2.1. The purpose of this policy is to describe the required standards of performance and the consequences of a failure to deliver to the standards. It also sets out the procedural steps which the Company will take in response to performance which falls short of those standards.

52.2.2. They are designed to ensure fair and consistent treatment of employees. The policy has been developed around the statutory ACAS Code of Practice for Disciplinary and Grievance Procedures in April 2009.

52.2.3. We intend to follow the accompanying detailed booklet: 'Discipline and grievances at work: the ACAS guide', wherever appropriate.

52.3. Scope

52.3.1. This policy applies equally to full-time and part-time employees on a permanent or fixed-term contract.

52.3.2. This policy applies where there is a genuine lack of capability displayed in the work that the employee is asked to deliver (e.g., lack of skill, aptitude, knowledge, or ability). It does not apply to cases of poor attendance or wilful poor performance. In those circumstances, the Disciplinary Policy will be invoked, respectively.

52.3.3. Nothing in this policy prevents the Company from acting under those policies if considered appropriate.

52.3.4. Exceptionally, a serious failure to meet performance standards (e.g., negligence which amounts to gross misconduct) may lead to your dismissal without prior warnings and without a notice period under the terms of the Disciplinary Policy.

52.3.5. This policy does not impact the pay or grade which is designed to reward good performance over and above the minimum required standard.

52.4. Setting the scene

52.4.1. We ask that all employees deliver their day-to-day work as outlined in their job description and annual objectives in a timely and professional manner and fully meet the standards and competencies for their job role level.

52.4.2. Poor performance occurs when the quality of work deteriorates below the required standard due to a lack of ability, skill, or knowledge. We will aim to ensure that:

- Employees understand what is expected of them in terms of performance;
- That performance is monitored via regular meetings with a manager/Director;
- Employees are given appropriate training and support to meet those standards; and
- Employees are not normally dismissed for performance reasons without previous warnings.

52.5. Informal process

52.5.1. In the first instance, performance issues should normally be dealt with informally between you and your manager as part of day-to-day management.

52.5.2. You are encouraged to have an early and open dialogue with your manager about your performance and any anticipated failures in meeting standards.

52.5.3. Informal discussions may cover the following issues:

- clarification of the required standards
- identification of areas of concern
- identification of the likely causes of poor performance any training, coaching or support needed to help you meet the required standard and setting a period for improvement and review.

52.5.4. You may be given a verbal warning by your manager, but this will not be a formal sanction and they will be disregarded for the purposes of any formal proceedings under this policy.

52.5.5. Where informal discussions have not resulted in a satisfactory improvement after a reasonable period, we may give you further verbal warnings or may invoke the formal procedure set out below. If poor performance is due to a domestic, personal, or work-related problem, please explain this to your manager. These situations will be dealt with sensitively and we will support you.

52.6. Formal process

52.6.1. The formal procedure will be used for cases of serious underperformance or where the informal procedure has not resulted in improvement. There are three stages under the formal procedure. These stages are detailed below.

52.7. Stage 1 - Preliminary Steps including Investigations

52.7.1. We will normally investigate to decide if there are grounds for taking formal action. The investigation will depend on the circumstances but may involve reviewing your personnel file including any appraisal records, gathering any relevant documents, monitoring your work and, if appropriate, interviewing you and/or other individuals confidentially regarding your work.

52.7.2. You and other employees involved are expected to co-operate fully with an investigation and will be asked to maintain the confidentiality of any discussions held.

52.7.3. If we consider that there are grounds for taking formal action over alleged poor performance, you will be required to attend a meeting to discuss the matter (Capability Meeting).

52.7.4. You will first be notified in writing of our concerns, the reasons for those concerns, and the likely outcome if we decide, after the Capability Meeting, that your performance has been unsatisfactory.

52.7.5. You will also be provided with the following where appropriate:

- A summary of relevant information gathered as part of any investigation;
- A copy of any relevant documents which will be used at the Capability Meeting; and
- Any documents which you intend to rely on at the Capability Meeting must be submitted to the meeting Chair within a reasonable time before the meeting

52.7.6. We will give you written notice of the date, time, and place of the Capability Meeting.

52.7.7. The meeting will be held as soon as reasonably practicable, but not before you have had a reasonable amount of time, usually five working days, to prepare your case based on the information provided to you.

52.8. Stage 2 - Procedure at Capability Meeting

52.8.1. We will select an employee of appropriate seniority not previously involved in the matter to conduct the Capability Meeting.

52.8.2. The Capability Meeting may also be attended by HR/a note taker.

52.8.3. You are entitled to bring a colleague to a Capability Meeting. If you or your colleague cannot attend the meeting you should inform us immediately and an alternative time can usually be arranged.

52.8.4. Please make every effort to attend because a failure to attend without good reason may be treated as misconduct. Alternatively, we may have to make a decision based on the available evidence without having met with you.

52.8.5. You may ask relevant witnesses to appear, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness.

52.8.6. The aims of a Capability Meeting will usually include:

- setting out the required standards that we believe you have failed to meet and going through the evidence of this;
- allowing you to ask questions, present evidence, call witnesses, respond to evidence and make representations;
- establishing the likely causes of poor performance including any reasons why any measures taken so far have not led to the required improvement;
- identifying whether there are measures, such as additional training, support, or supervision, which may improve performance where appropriate, discussing targets for improvement and a timescale for review; and
- explaining the consequences of a failure to improve.

52.8.7. A Capability Meeting may be adjourned if we need to gather any further information or consider matters discussed at the meeting. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

52.8.8. We will inform you in writing of the decision and the reasons for it usually within five working days of the Capability Meeting. Where possible this will also be explained to you in person.

52.9. Stage 3 - First Capability Hearing: First Written Warning

52.9.1. If we decide that your performance is unsatisfactory following a first Capability Meeting you will be given a first written warning setting out:

- the areas in which you have not met the required performance standards;
- targets for improvement;
- any measures, such as additional training, support, or supervision, which will be provided to you with a view to improving performance;
- the period for review and the system for monitoring your performance; and
- the consequences of failing to improve.

52.9.2. At the expiry of the review period, we will write to inform you of the outcome:

- if your line manager is satisfied with your performance, no further action will be taken, or
- if your line manager is not satisfied that your performance has met the required standard, that the matter will be progressed to a second Capability Meeting, or
- if your line manager feels that there has been a substantial but insufficient improvement, that the review period will be extended.

52.9.3. The warning will be retained permanently on your personnel file but will normally only remain active for six months from the end of the review period, after which time it will be disregarded for the purposes of future actions taken under this policy.

52.10. Stage 4 - Second Capability Meeting: Final Written Warning

52.10.1. If your performance has not improved by the date of expiry of the review period set out in a first written warning, or if there is evidence of further poor performance whilst your first written warning is still active, we may decide to hold a second Capability Meeting.

52.10.2. If we decide that your performance is unsatisfactory following the second Capability Meeting, you will be given a final written warning setting out:

- the areas in which you have not met the required performance standards;

- targets for improvement;
- any measures, such as additional training, support, or supervision, which will be provided to you with a view to improving performance;
- the period for review and the system for monitoring your performance; and
- the consequences of failing to improve.

52.10.3. At the expiry of the review period, we will write to inform you of the outcome:

- If your line manager is satisfied with your performance, no immediate further action will be taken; or
- if your line manager is not satisfied that your performance has met the required standard, the matter will be progressed to a third Capability Meeting; or
- if your line manager feels that there has been a substantial but insufficient improvement, that the review period will be extended.

52.10.4. The warning will be retained permanently on your personnel file but will normally only remain active for 12 months from the end of the review period, after which time it will be disregarded for the purposes of future actions taken under this policy.

52.11. Stage 5 - Third Capability Hearing: Dismissal or Other Sanction

52.11.1. If your performance has not improved by the date of expiry of the review period set out in a final written warning, or if there is evidence of further poor performance whilst your final written warning is still active, we may decide to hold a third Capability Meeting. If we decide that your performance is unsatisfactory following the third Capability Meeting, we may decide to:

- dismiss you;
- demote you; or
- redeploy you into another suitable job.

52.11.2. A decision to dismiss must be approved by a Director.

52.11.3. Dismissal will normally be with full notice or payment in lieu of notice.

52.11.4. A record of a disciplinary sanction, other than dismissal, will be retained permanently on your personnel file but will normally only remain active for 12 months from the date of the sanction after which time it will be disregarded for the purposes of any future actions taken under this policy.

52.12. Your right to be accompanied

52.12.1. You may be accompanied at any Capability Meeting or an appeal meeting by a work colleague.

52.12.2. Your colleague can:

- put forward and summarise your case;
- ask questions of clarification;
- respond to views on your behalf; and
- confer with you.

52.12.3. Your colleague does not have the right to answer questions for you or to prevent us from putting forward our case or to address the meeting. If you wish to be accompanied, please make a reasonable request to the meeting Chair in advance of the meeting.

52.12.4. Please note that your colleague has the right to decline to attend. If they choose to accompany you; they will be allowed reasonable time off from duties without loss of pay. In some circumstances, your choice of colleague may not be allowed, for example, if they have a conflict of interest or could prejudice the meeting. In those cases, you may be asked to choose someone else.

52.12.5. It is your responsibility to inform your colleague of the date, time, and place of the meeting. If your colleague is not available at short notice, the meeting may be delayed for a short period.

52.12.6. We reserve the right to ask you to choose someone else if the meeting would have to be delayed for over five working days because your colleague is unavailable.

52.13. Appeals

52.13.1. If you feel that a decision about your performance under this procedure is wrong or unjust you should appeal in writing, stating your grounds of appeal, to a Director within five working days of the date on which you were informed of the decision.

52.13.2. On receipt of your appeal, you will be asked to attend an appeal meeting and you will be given written notice of the date, time, and place. The appeal meeting will normally be held within five working days of receipt of your appeal.

52.13.3. If you raise any new matters in your appeal, we may first need to carry out an investigation. You will be given a reasonable opportunity to consider any new information obtained before the appeal meeting takes place.

52.13.4. Where possible, the appeal meeting will be conducted by a manager or Director who has not been previously involved in the case. You may bring a colleague with you to the appeal meeting.

52.13.5. The appeal meeting may be a complete re-hearing of the matter, or it may be a review of the fairness of the original decision. This will be at our discretion depending on the circumstances of your case. A meeting may be adjourned if we need to gather any further information.

52.13.6. Following the appeal meeting, we may:

- confirm the original decision;
- revoke the original decision; or
- substitute a different decision and the sanction.

52.13.7. If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. You will not be permitted to resume working until the matter has been decided.

52.13.8. If your appeal is successful, you will be reinstated with no loss of continuity or pay.

52.13.9. You will be informed in writing of the final decision as soon as possible, usually within five working days of the appeal meeting. Where possible this will also be explained to you in person.

52.13.10. The decision on appeal is final and there is no further right of appeal.

53. Disciplinary

53.1. Policy Statement

53.1.1. These Disciplinary Rules should be read in conjunction with our Disciplinary Procedure. The aim of the Disciplinary Rules and Disciplinary Procedure is to set out the standards of conduct expected of all employees and to provide a framework within which managers can work with employees to maintain those standards and encourage improvement where necessary.

53.1.2. It is our policy to ensure that any disciplinary matter is dealt with fairly and in accordance with the Disciplinary Procedure.

53.1.3. If you are in any doubt as to your responsibilities or the standards of conduct expected you should speak to your manager.

53.1.4. We may amend our Disciplinary Rules at any time by agreement.

53.2. Rules of Conduct

53.2.1. While working with us we ask that at all times you maintain professional and responsible standards of conduct. In particular, you should:

- Observe the terms and conditions of your contract, particularly with regard to:
 - Hours of work; and
 - Confidentiality.
- Ensure that you understand and follow our Vision, Mission and Values which are set out in the Employee Handbook;
- Observe all our policies, procedures and regulations which are included in the Employee Handbook or notified to you from time to time by means of notice boards, email, the intranet or otherwise;
- Take reasonable care in respect of the health and safety of colleagues and third parties and comply with our Health and Safety Policy;
- Comply with all reasonable instructions given by managers; and
- Act at all times in good faith and in the best interests of our business, customers and employees.

53.2.2. Failure to maintain satisfactory standards of conduct may result in action being taken under our Disciplinary Procedure.

53.3. Misconduct

53.3.1. The following are examples of matters that will normally be regarded as misconduct and will be dealt with under our Disciplinary Procedure:

- Minor breaches of our policies including the Sickness Absence Policy, Electronic Information and Communications Systems Policy, and Health and Safety Policy;
- Minor breaches of your contract;
- Damage to, or unauthorised use of, our property;
- Poor timekeeping;
- Time wasting;
- Unauthorised absence from work;
- Refusal to follow instructions;

- Excessive use of our telephones for personal calls;
- Excessive personal email or internet usage;
- Obscene language or other offensive behaviour;
- Negligence in the performance of your duties; or

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

53.4. Gross Misconduct

53.4.1. Gross misconduct is a serious breach of contract and includes misconduct which, in our opinion, is likely to prejudice our business or reputation or irreparably damage the working relationship and trust between us. Gross misconduct will be dealt with under our Disciplinary Procedure and will normally lead to dismissal without notice or pay in lieu of notice (summary dismissal).

53.4.2. The following are examples of matters that are normally regarded as gross misconduct:

- Theft, or unauthorised removal of our property or the property of a colleague, contractor, customer or member of the public;
- Fraud, forgery or other dishonesty, including fabrication of expense claims and time sheets;
- Physical violence or bullying;
- Actual or threatened violence, or behaviour which provokes violence;
- Deliberate damage to our buildings, fittings, property or equipment, or the property of a colleague, contractor, customer or member of the public;
- Serious misuse of our property or name;
- Deliberately accessing internet sites containing pornographic, offensive or obscene material;
- Repeated or serious failure to obey instructions, or any other serious act of insubordination;
- Smoking or vaping in no-smoking areas.
- Unlawful discrimination or harassment;
- Bringing the company into serious disrepute;
- Being under the influence of alcohol, illegal drugs or other substances during working hours;
- Causing loss, damage or injury through serious negligence;
- Serious or repeated breach of health and safety rules or serious misuse of safety equipment;
- Unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure;
- Accepting or offering a bribe or other secret payment or other breach of our Anti-corruption and bribery policy;
- Accepting a gift from a customer, supplier, contractor or other third party in connection with your employment without prior consent from your manager;
- Conviction for a criminal offence that in our opinion may affect our reputation or our relationships with our employees, customers or the public, or otherwise affects your suitability to continue to work for us;
- Possession, use, supply or attempted supply of illegal drugs;
- Serious neglect of duties, or a serious or deliberate breach of your contract or operating procedures;

- Knowing breach of statutory rules affecting your work;
- Unauthorised use, processing or disclosure of personal data contrary to our Data Protection Policy;
- Harassment of, or discrimination against, employees, contractors, clients or members of the public, related to gender, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, disability, religion or belief or age contrary to our Equal Opportunities Policy or our Anti-harassment and Bullying Policy;
- Refusal to disclose any of the information required by your employment or any other information that may have a bearing on the performance of your duties;
- Giving false information as to qualifications or entitlement to work (including immigration status) in order to gain employment or other benefits;
- Knowingly taking parental, paternity or adoption leave when not eligible to do so or for a purpose other than supporting a child;
- Making a disclosure of false or misleading information under our Whistleblowing Policy maliciously, for personal gain, or otherwise in bad faith;
- Making untrue allegations in bad faith against a colleague;
- Victimising a colleague who has raised concerns, made a complaint or given evidence or information under our Whistleblowing Policy, Anti-corruption and bribery policy, Anti-harassment and Bullying Policy, Grievance Procedure, Disciplinary Procedure or otherwise;
- Serious misuse of our information technology systems (including misuse of developed or licensed software, use of unauthorised software and misuse of email and the internet) contrary to our Information and Communications Systems Policy;
- Undertaking unauthorised paid or unpaid employment during your working hours; and
- Unauthorised entry into an area of the premises to which access is prohibited.

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

53.5. About this Policy

The aims of this Disciplinary Procedure are to provide a framework within which managers can work with employees to maintain satisfactory standards of conduct and to encourage improvement where necessary.

53.5.1. It is our policy to ensure that any disciplinary matter is dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond before taking any formal action.

53.5.2. The procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.

53.5.3. This procedure is used to deal with misconduct. It does not apply to cases involving genuine sickness absence, proposed redundancies or poor performance. In those cases, reference should be made to the appropriate policy or procedure in the Employee Handbook.

53.5.4. This procedure does not form part of any employee's contract of employment and it may be amended at any time. We may also vary this procedure, including any time limits, as appropriate in any case.

53.6. Minor Conduct Issues

53.6.1. Minor conduct issues can often be resolved informally between you and your manager. These discussions should be held in private and without undue delay whenever there is cause for concern. Where appropriate, a note of any such informal discussions may be placed on your personnel file but will be ignored for the purposes of any future disciplinary hearings. In some cases, an informal verbal warning may be given, which will not form part of your disciplinary records. Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).

53.6.2. If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with your manager as soon as possible.

53.7. Confidentiality

53.7.1. Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.

53.7.2. You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.

53.7.3. You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you unless we believe that a witness's identity should remain confidential.

53.8. Investigations

53.8.1. The purpose of an investigation is for us to establish a fair and balanced view of the facts relating to any disciplinary allegations against you, before deciding whether to proceed with a disciplinary hearing. The amount of investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents. We will usually appoint an Investigating Officer to carry out the investigation.

53.8.2. Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.

53.8.3. You do not normally have the right to bring a colleague to an investigative interview. However, we may allow you to bring a colleague if it helps you to overcome any disability or any difficulty in understanding English.

53.8.4. Please co-operate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.

53.9. Criminal Allegations

53.9.1. Where your conduct is the subject of a criminal investigation, charge or conviction we will investigate the facts before deciding whether to take formal disciplinary action.

53.9.2. We will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence.

53.9.3. A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if we consider that it is relevant to your employment.

53.10. Suspension

53.10.1. In some circumstances, we may need to suspend you from work. The suspension will be for no longer than is necessary to investigate the allegations and we will confirm the arrangements to you in writing. While suspended you should not visit our premises or contact any of our clients, customers, suppliers, contractors or employees, unless you have been authorised to do so by your manager.

53.10.2. Suspension of this kind is not a disciplinary penalty and does not imply that any decision has already been made about the allegations. You will continue to receive your full basic salary and benefits during the period of suspension.

53.11. Notification of a Hearing

53.11.1. Following any investigation, if we consider there are grounds for disciplinary action, you will be required to attend a disciplinary hearing. We will inform you in writing of the allegations against you, the basis for those allegations, and what the likely range of consequences will be if we decide after the hearing that the allegations are true. We will also include the following where appropriate:

- A summary of relevant information gathered during the investigation;
- A copy of any relevant documents which will be used at the disciplinary hearing; and
- A copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.

53.11.2. We will give you written notice of the date, time and place of the disciplinary hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time to prepare your case based on the information we have given you.

53.12. The Right to be Accompanied

53.12.1. You may bring a colleague to any disciplinary hearing or appeal hearing under this procedure. You must tell your manager who your chosen colleague is, in good time before the hearing.

53.12.2. A colleague is allowed reasonable time off from duties without loss of pay but no one is obliged to act for you if they do not wish to do so.

53.12.3. If your colleague is unavailable at the time a meeting is scheduled and will not be available for more than five working days afterwards, we may ask you to choose someone else.

53.13. Procedure at Disciplinary Hearings

53.13.1. If you or your colleague cannot attend the hearing you should inform us immediately and we will arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason or are persistently unable to do so (for example for health reasons), we may have to make a decision based on the available evidence.

53.13.2. The hearing will be chaired by a Director. The Investigating Officer will also be present.

53.13.3. At the disciplinary hearing, we will go through the allegations against you and the evidence that has been gathered. You will be able to respond and present any evidence of your own. Your colleague may make representations to us and ask questions but should not answer questions on your behalf. You may confer privately with your colleague at any time during the hearing.

53.13.4. You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness. However, you will not normally be permitted to cross-examine witnesses unless, in exceptional circumstances, we decide that a fair hearing could not be held otherwise.

53.13.5. We may adjourn the disciplinary hearing if we need to carry out any further investigations such as re-interviewing witnesses in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

53.13.6. We will inform you in writing of our decision and our reasons for it, usually within one week of the disciplinary hearing. Where possible we will also explain this information to you in person.

53.14. Disciplinary Penalties

53.14.1. The usual penalties for misconduct are set out below. No penalty should be imposed without a hearing. We aim to treat all employees fairly and consistently, and a penalty imposed on another employee for similar misconduct will usually be taken into account but should not be treated as a precedent. Each case will be assessed on its own merits.

53.14.2. You will not normally be dismissed for a first act of misconduct unless we decide it amounts to gross misconduct or you have not yet completed your probationary period.

53.14.3. Stage one - First written warning. A first written warning may be authorised by a manager. It will usually be appropriate for a first act of misconduct where there are no other active written warnings on your disciplinary record.

53.14.4. Stage two - Final written warning. A final written warning may be authorised by a Director. It will usually be appropriate for:

- Misconduct where there is already an active written warning on your record; or
- Misconduct that we consider sufficiently serious to warrant a final written warning even though there are no other active warnings on your record.

53.14.5. Stage three - Dismissal. Dismissal may be authorised by a Director. It will usually only be appropriate for:

- Any misconduct during your probationary period;
- Further misconduct where there is an active final written warning on your record; or
- Any gross misconduct regardless of whether there are active warnings on your record. Gross misconduct will usually result in immediate dismissal without notice or payment in lieu of notice (summary dismissal).

53.15. The Effect of a Warning

53.15.1. Written warnings will set out the nature of the misconduct, the change in behaviour required, the period for which the warning will remain active, and the likely consequences of further misconduct in that active period.

53.15.2. A first written warning will usually remain active for six months and a final written warning will usually remain active for 12 months. Your conduct may be reviewed at the end of a warning's active period and if it has not improved sufficiently, we may decide to extend the active period.

53.15.3. After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future disciplinary proceedings.

53.16. Appeals

53.16.1. If you feel that disciplinary action taken against you is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to a Director within one week of the date on which you were informed of the decision.

53.16.2. If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful you will be reinstated with no loss of continuity or pay.

53.16.3. If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light, we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing, and you or your colleague may comment on any new evidence arising during the appeal before any decision is taken.

53.16.4. We will give you written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after you receive the written notice.

53.16.5. The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at our discretion depending on the circumstances of your case. In any event, the appeal will be dealt with as impartially as possible.

53.16.6. Where possible, the appeal hearing will be conducted impartially by a more senior manager who has not been previously involved in the case. The Investigating Officer and/or the Disciplinary Officer will also usually be present. You may bring a colleague with you to the appeal hearing.

53.16.7. We may adjourn the appeal hearing if we need to carry out any further investigations in light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

53.16.8. Following the appeal hearing, we may:

- Confirm the original decision;
- Revoke the original decision; or
- Substitute a different penalty.

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

54. Grievance

54.1. About this Procedure

54.1.1. It is our policy to ensure that all employees have access to a procedure to help deal with any grievances relating to their employment fairly and without unreasonable delay. We aim to investigate any formal grievance you raise, hold a meeting to discuss it with you, inform you in writing of the outcome, and give you a right of appeal if you are not satisfied.

54.1.2. This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.

54.1.3. This policy does not form part of any employee's contract of employment and we may amend it at any time.

54.2. Using this Procedure

54.2.1. Issues that could cause grievances may include:

- Terms and conditions of employment;
- Health and safety;
- Work relations;
- Bullying and harassment;
- New working practices;
- Working environment;
- Company change; and
- Discrimination.

54.2.2. This Grievance Procedure should not be used to complain about dismissal or disciplinary action. If you are dissatisfied with any disciplinary action, you should submit an appeal under the appropriate procedure in the Employee Handbook.

54.2.3. We have a separate Bullying and Harassment Policy that may be useful if you have been the victim of bullying or harassment or wish to report an incident of bullying or harassment involving other people. It is set out in the Employee Handbook.

54.2.4. We operate a separate Whistleblowing Policy to enable employees to report illegal activities, wrongdoing or malpractice. However, where you are directly affected by the matter in question, or where you feel you have been victimised for an act of whistleblowing, you may raise the matter under this Grievance Procedure.

54.2.5. If you have difficulty at any stage of the Grievance Procedure because of a disability or because English is not your first language, you should discuss the situation with your manager as soon as possible.

54.2.6. Written grievances will be placed on your personnel file along with a record of any decisions taken and any notes or other documents compiled during the grievance process. These will be processed in accordance with our Data Protection Policy. **Raising Grievances Informally**

54.3.1. Most grievances can be resolved quickly and informally through discussion with your manager. If you feel unable to speak to your manager, for example, because the complaint

concerns them, then you should speak informally to one of the Directors. If this does not resolve the issue, you should follow the formal procedure below. **Formal Written Grievances**

54.4.1. If your grievance cannot be resolved informally you should put it in writing and submit it to your manager, indicating that it is a formal grievance. If the grievance concerns your manager, you may submit it to one of the Directors instead.

54.4.2. The written grievance should contain a brief description of the nature of your complaint, including any relevant facts, dates, and names of individuals involved. In some situations, we may ask you to provide further information. **Investigations**

54.5.1. It may be necessary for us to carry out an investigation into your grievance. The amount of any investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents. The investigation may be carried out by your manager or someone else appointed by us.

54.5.2. Please co-operate fully and promptly in any investigation. This may include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending interviews, as part of our investigation.

54.5.3. We may initiate an investigation before holding a grievance meeting where we consider this appropriate. In other cases, we may hold a grievance meeting before deciding what investigation (if any) to carry out. In those cases, we will hold a further grievance meeting with you after our investigation and before we reach a decision.

54.6. Right to be Accompanied

54.6.1. You may bring a colleague to any grievance meeting or appeal meeting under this procedure. Please tell your manager who your chosen colleague is, in good time before the meeting.

54.6.2. At the meeting, your colleague may make representations to us and ask questions but should not answer questions on your behalf. You may talk privately with them at any time during the meeting.

54.6.3. Acting as a colleague is voluntary and your colleagues are under no obligation to do so. If they agree to do so they will be allowed reasonable time off from duties without loss of pay to act as a colleague.

54.6.4. If your chosen colleague is unavailable at the time a meeting is scheduled and will not be available for more than five working days afterwards, we may ask you to choose someone else.

54.7. Grievance Meetings

54.7.1. We will arrange a grievance meeting, normally within one week of receiving your written grievance.

54.7.2. You and your colleague (if any) should make every effort to attend grievance meetings. If you or your colleague cannot attend at the time specified, you should inform us immediately and we will try, within reason, to agree on an alternative time.

54.7.3. The purpose of a grievance meeting is to enable you to explain your grievance and how you think it should be resolved and to assist us in reaching a decision based on the available evidence and the representations you have made.

54.7.4. After an initial grievance meeting, we may carry out further investigations and hold further grievance meetings as we consider appropriate. Such meetings will be arranged without unreasonable delay.

54.7.5. We will write to you, usually within one week of the final grievance meeting, to inform you of the outcome of your grievance and any further action that we intend to take to resolve the grievance. We will also remind you of your right of appeal. Where appropriate we may hold a meeting to give you this information in person.

54.8. Appeals

54.8.1. If the grievance has not been resolved to your satisfaction you may appeal in writing to one of the Directors stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.

54.8.2. We will hold an appeal meeting, normally within one week of receiving your written appeal. This will be dealt with impartially by a more senior manager who has not previously been involved in the case (although they may ask anyone previously involved to be present). You have a right to bring a colleague to the meeting.

54.8.3. We will confirm our final decision in writing, usually within one week of the appeal hearing. This is the end of the procedure and there is no further appeal.

55. Bullying and Harassment

55.1. About this Policy

55.1.1. The Company is committed to providing a working environment free from harassment and bullying and ensuring all employees are treated, and treat others, with dignity and respect.

55.1.2. This policy covers harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions. It covers bullying and harassment by employees (which may include consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to our premises.

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

55.1.4. This policy does not form part of any employee's contract of employment and we may amend it at any time.

55.2. Who is responsible for this Policy?

55.2.1. Our board of directors (the board) has overall responsibility for this policy but has delegated day-to-day responsibility for overseeing its implementation to managers.

55.2.2. All managers have a specific responsibility to operate within the boundaries of this policy, ensure that all employees understand the standards of behaviour expected of them and take action when behaviour falls below its requirements. Managers will be given training in order that they may do so.

55.2.3. You should disclose any instances of harassment or bullying of which you become aware to your manager.

55.2.4. Questions about this policy and requests for training or information on dealing with bullying or harassment should be directed to your manager.

55.2.5. This policy is reviewed annually by the board. Recommendations for any amendments are reported to the board.

55.2.6. The Directors have responsibility for ensuring that any person who may be involved with investigations or administrative tasks carried out under this policy receives regular and appropriate training to assist them with these duties.

55.2.7. You are invited to comment on this policy and suggest ways in which it might be improved by contacting your manager.

55.3. What is harassment?

55.3.1. Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.

55.3.2. It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.

55.3.3. Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.

55.3.4. Harassment may include, for example:

- Unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
- Continued suggestions for social activity after it has been made clear that such suggestions are unwelcome;
- Sending or displaying material that is pornographic or that some people may find offensive (including emails, text messages, video clips and images sent by mobile phone or posted on the internet);
- Unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
- Racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group or gender;
- Outing or threatening to out someone as gay or lesbian;
- Offensive emails, text messages or social media content; or
- Mocking, mimicking or belittling a person's disability.

55.3.5. A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

55.4. What is bullying?

55.4.1. Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority but can include both personal strength and the power to coerce through fear or intimidation.

55.4.2. Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:

- Physical or psychological threats;
- Overbearing and intimidating levels of supervision;
- Inappropriate derogatory remarks about someone, including 'banter' and nicknames.

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

55.5. If you are being harassed or bullied: informal steps

55.5.1. If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your manager, who can provide confidential advice and assistance in resolving the issue formally or informally.

55.5.2. If you are not certain whether an incident or series of incidents amounts to bullying or harassment, you should initially contact your manager informally for confidential advice.

55.5.3. If informal steps are not appropriate or have been unsuccessful, you should follow the formal procedure set out below and/or refer to our Grievance Procedure.

55.6. Raising a formal complaint

55.6.1. If you wish to make a formal complaint about bullying or harassment, you should submit it in writing to your manager, whose role it is to achieve a solution wherever possible and to respect the confidentiality of all concerned. If the matter concerns that person, you should refer it to a Director.

55.6.2. Your written complaint should set out full details of the conduct in question, including the name of the harasser or bully, the nature of the harassment or bullying, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.

55.6.3. As a general principle, the decision whether to progress a complaint is up to you. However, we have a duty to protect all our team and may pursue the matter independently if, in all the circumstances, we consider it appropriate to do so.

55.7. Formal investigations

55.7.1. We will investigate complaints in a timely and confidential manner. Individuals not involved in the complaint or the investigation should not be told about it. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint. The investigation should be thorough, impartial and objective, and carried out with sensitivity and due respect for the rights of all parties concerned.

55.7.2. We will arrange a meeting with you, usually within one week of receiving your complaint, so that you can give your account of events. You have the right to be accompanied by a colleague of your choice, who must respect the confidentiality of the investigation. You will be given a provisional timetable for the investigation. The investigator will arrange further meetings with you as appropriate throughout the investigation.

55.7.3. Where your complaint is about an employee, we may consider suspending them on full pay or making other temporary changes to working arrangements pending the outcome of the investigation, if circumstances require. The investigator will also meet with the alleged harasser or bully who may also be accompanied by a colleague of their choice to hear their account of events. They have a right to be told the details of the allegations against them so that they can respond.

55.7.4. Where your complaint is about someone other than an employee, such as a customer, supplier or visitor, we will consider what action may be appropriate to protect you and anyone involved pending the outcome of the investigation, bearing in mind the reasonable needs of the business and the rights of that person. Where appropriate, we will attempt to discuss the matter with the third party.

55.7.5. We will also seriously consider any request that you make for changes to your own working arrangements during the investigation. For example, you may ask for changes to your duties or working hours so as to avoid or minimise contact with the alleged harasser or bully.

55.7.6. It may be necessary to interview witnesses to any of the incidents mentioned in your complaint. If so, the importance of confidentiality will be emphasised to them.

55.7.7. At the end of the investigation, the investigator will submit a report to one of the Directors. A Director will arrange a meeting with you, usually within one week of receiving the report, in order to discuss the outcome and what action, if any, should be taken. You have the right to bring a colleague to the meeting. A copy of the report and the Director's findings will be given to you and to the alleged harasser.

55.8. Action following the investigation

55.8.1. If a Director considers that harassment or bullying has occurred, prompt action will be taken to address it.

55.8.2. Where the harasser or bully is an employee the matter will be dealt with as a case of possible misconduct or gross misconduct under our Disciplinary Procedure. If the harasser or bully is a third party such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem. Whether or not your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.

55.8.3. Whether or not your complaint is upheld, we will consider how best to manage the ongoing working relationship between you and the person concerned. It may be appropriate to arrange some form of mediation and/or counselling, or to change the duties, working location or reporting lines of one or both parties.

55.8.4. Any employee who deliberately provides false information or otherwise acts in bad faith as part of an investigation may be subject to action under our Disciplinary Procedure.

55.9. Appeals

55.9.1. If you are not satisfied with the outcome you may appeal in writing to a Director, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.

55.9.2. We will hold an appeal meeting, normally within one week of receiving your written appeal. This will be dealt with impartially by a more senior manager who has not previously been involved in the case (although they may ask anyone previously involved to be present). You may bring a colleague to the meeting.

55.9.3. We will confirm our final decision in writing, usually within one week of the appeal hearing. This is the end of the procedure and there is no further appeal.

55.10. Protection and Support for those Involved

55.10.1. Staff who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

55.10.2. If you believe you have suffered any such treatment you should inform your manager. If the matter is not remedied, you should raise it formally using our Grievance Procedure or this procedure if appropriate.

55.11. Confidentiality and Record-keeping

55.11.1. Confidentiality is an important part of the procedures provided under this policy. Details of the investigation and the names of the person making the complaint and the person

accused must only be disclosed on a "need to know" basis. Breach of confidentiality may give rise to disciplinary action under our Disciplinary Procedure.

55.11.2. Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with our Data Protection Policy.

56. Whistleblowing

56.1. About this Policy

56.1.1. We are committed to conducting our business with honesty and integrity, and we expect all employees to maintain high standards. However, all companies face the risk of things going wrong from time to time, or of unknowingly harbouring illegal or unethical conduct. A culture of openness and accountability is essential in order to prevent such situations occurring and to address them when they do occur.

56.1.2. The aims of this policy are:

- To encourage employees to report suspected wrongdoing as soon as possible, in the knowledge that their concerns will be taken seriously and investigated as appropriate, and that their confidentiality will be respected.
- To provide employees with guidance as to how to raise those concerns.
- To reassure employees that they should be able to raise genuine concerns without fear of reprisals, even if they turn out to be mistaken.

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

56.1.4. This policy does not form part of any employee's contract of employment and we may amend it at any time.

56.2. Personnel Responsible for the Policy

56.2.1. The board has overall responsibility for this policy, and for reviewing the effectiveness of actions taken in response to concerns raised under this policy.

56.2.2. The Whistleblowing Officer, Nick Eagleton, has day-to-day operational responsibility for this policy and must ensure that all managers and other employees who may deal with concerns or investigations under this policy receive regular and appropriate training.

56.2.3. The Whistleblowing Officer, in conjunction with the board should review this policy from a legal and operational perspective at least once a year.

56.2.4. All employees are responsible for the success of this policy and should ensure that they use it to disclose any suspected danger or wrongdoing. You are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the Whistleblowing Officer.

56.3. What is whistleblowing?

56.3.1. Whistleblowing is the disclosure of information which relates to suspected wrongdoing or dangers at work. This may include:

- Criminal activity;
- Failure to comply with any legal or professional obligation or regulatory requirements;
- Miscarriages of justice;
- Danger to health and safety;
- Damage to the environment;
- Bribery under our Anti-corruption and Bribery Policy;

- Facilitating tax evasion contrary to our Anti-facilitation of tax evasion policy;
- Financial fraud or mismanagement;
- Breach of our internal policies and procedures;
- Conduct likely to damage our reputation or financial wellbeing;
- Unauthorised disclosure of confidential information;
- Negligence;
- The deliberate concealment of any of the above matters.

56.3.2. A whistleblower is a person who raises a genuine concern relating to any of the above. If you have any genuine concerns related to suspected wrongdoing or danger affecting any of our activities (a whistleblowing concern) you should report it under this policy.

56.3.3. This policy should not be used for complaints relating to your own personal circumstances, such as the way you have been treated at work. In those cases, you should use the Grievance Procedure or Bullying and Harassment Policy as appropriate.

56.3.4. If you are uncertain whether something is within the scope of this policy you should seek advice from the Whistleblowing Officer.

56.4. Raising a Whistleblowing Concern

56.4.1. We hope that in many cases you will be able to raise any concerns with your manager. You may tell them in person or put the matter in writing if you prefer. They may be able to agree a way of resolving your concern quickly and effectively. In some cases, they may refer the matter to the Whistleblowing Officer.

56.4.2. However, where the matter is more serious, or you feel that your manager has not addressed your concern, or you prefer not to raise it with them for any reason, you should contact the Whistleblowing Officer.

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

56.4.4. We will take down a written summary of your concern and provide you with a copy after the meeting. We will also aim to give you an indication of how we propose to deal with the matter.

56.5. Confidentiality

56.5.1. We hope that employees will feel able to voice whistleblowing concerns openly under this policy. However, if you want to raise your concern confidentially, we will make every effort to keep your identity secret. If it is necessary for anyone investigating your concern to know your identity, we will discuss this with you.

56.5.2. We do not encourage you to make disclosures anonymously. Proper investigation may be more difficult or impossible if we cannot obtain further information from you. It is also more difficult to establish whether any allegations are credible. Whistleblowers who are concerned about possible reprisals if their identity is revealed should come forward to the Whistleblowing Officer and appropriate measures can then be taken to preserve confidentiality. If you are in any doubt you can seek advice from Protect, the independent

whistleblowing charity, who offer a confidential helpline. www.pcaw.co.uk, 0203 117 2520, whistle@pcaw.co.uk.

56.6. Investigation and Outcome

56.6.1. Once you have raised a concern, we will carry out an initial assessment to determine the scope of any investigation. We will inform you of the outcome of our assessment. You may be required to attend additional meetings in order to provide further information.

56.6.2. In some cases, we may appoint an investigator or team of investigators including employees with relevant experience of investigations or specialist knowledge of the subject matter. The investigator(s) may make recommendations for change to enable us to minimise the risk of future wrongdoing.

56.6.3. We will aim to keep you informed of the progress of the investigation and its likely timescale. However, sometimes the need for confidentiality may prevent us from giving you specific details of the investigation or any disciplinary action taken as a result. You should treat any information about the investigation as confidential.

56.6.4. If we conclude that a whistleblower has made false allegations maliciously, the whistleblower will be subject to disciplinary action.

56.7. If you are not Satisfied

56.7.1. While we cannot always guarantee the outcome you are seeking, we will try to deal with your concern fairly and in an appropriate way. By using this policy, you can help us to achieve this.

56.7.2. If you are not happy with the way in which your concern has been handled, you can raise it with the Whistleblowing Officer. Alternatively, you may contact the chairman of the board of directors or our external auditors.

56.8. External Disclosures

56.8.1. The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases, you should not find it necessary to alert anyone externally.

56.8.2. The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. It will very rarely if ever be appropriate to alert the media. We strongly encourage you to seek advice before reporting a concern to anyone external. The independent whistleblowing charity, Protect, operates a confidential helpline. They also have a list of prescribed regulators for reporting certain types of concern.

56.8.3. Whistleblowing concerns usually relate to the conduct of our team, but they may sometimes relate to the actions of a third party, such as a customer, supplier or service provider. In some circumstances, the law will protect you if you raise the matter with the third party directly. However, we encourage you to report such concerns internally first. You should contact your manager for guidance.

56.9. Protection and Support for Whistleblowers

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- 56.9.1. It is understandable that whistleblowers are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone in our team who raises genuine concerns under this policy, even if they turn out to be mistaken.
- 56.9.2. Whistleblowers must not suffer any detrimental treatment as a result of raising a concern. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the Whistleblowing Officer immediately. If the matter is not remedied, you should raise it formally using our Grievance Procedure.
- 56.9.3. You must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct you may be subject to disciplinary action.

57. Sexual Harassment

57.1. About this Policy

57.1.1. All members of our team are entitled to be treated with dignity and respect in our place of work. This means freedom from sexual harassment, feeling safe and supported and having access to redress if such behaviour does arise.

57.1.2. Sexual harassment takes many forms, but whatever form it takes it is unlawful under the Equality Act 2010 (EqA) as amended. We will not tolerate it.

57.1.3. The law requires employers to take reasonable steps to prevent sexual harassment of their workers. We take action to prevent sexual harassment from occurring and have clear reporting procedures for our employees to make a complaint about sexual harassment. If you have been sexually harassed, or you have witnessed sexual harassment, we encourage you to tell us so that we can deal with the matter swiftly.

57.1.4. We deplore all forms of sexual harassment and seek to ensure that the working environment is safe and supportive to all those who work for us. This includes employees, workers, agency workers, volunteers and contractors in all areas of our Company.

57.1.5. This policy does not form part of any employee's contract of employment and we may amend it at any time.

57.1.6. Any information you provide to us will be processed in accordance with our Data Protection Policy. We recognise that such data is sensitive and will handle it in a confidential manner.

57.1.7. Instances of sexual harassment or victimisation may lead to disciplinary action up to, and including, termination of employment.

57.1.8. This policy is reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness. Any changes required will be implemented and communicated to our workforce.

57.2. Personnel Responsible for this Policy

57.2.1. Our board of Directors (the board) has overall responsibility for the operation of this policy but day-to-day responsibility for overseeing it lies with the managers.

57.2.2. Our managers will maintain an open-door policy and we encourage all employees to come forward with any concerns in relation to sexual harassment. All our employees have a responsibility to behave in line with the requirements of this policy.

57.2.3. All managers have a specific responsibility to ensure that all employees understand the procedure they are required to follow and to take action when behaviour falls below its requirements.

57.3. Definitions

57.3.1. Sexual harassment is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person. It also covers treating someone less favourably because they have submitted to, or refused to submit to, unwanted conduct of a sexual nature or in relation to gender reassignment or sex.

57.3.2. Sexual harassment may be committed by a fellow worker, an agent of an organisation, or a third party. It does not need to occur in person. It can occur via digital means, including social media sites or channels (eg WhatsApp). Someone may be sexually harassed even if they were not the target of the behaviour. Examples of sexual harassment include, but are not limited to:

- sexual comments or jokes, which may be referred to as “banter”
- displaying sexually graphic pictures, posters or photos
- suggestive looks, staring or leering
- propositions and sexual advances
- making promises in return for sexual favours
- sexual gestures
- intrusive questions about a person’s private or sex life or a person discussing their own sex life
- sexual posts or contact in online communications, including on social media
- spreading sexual rumours about a person
- sending sexually explicit emails, text messages or messages via other social media
- unwelcome touching, hugging, massaging or kissing

57.3.3. Victimisation is subjecting someone to detriment because they have done, are suspected of doing, or intend to do, an act which is protected under discrimination and harassment laws. These are outlined below. It is not necessary for the person to have done the protected act in order for detrimental treatment to be considered as victimisation.

57.3.4. The protected acts are:

- making a claim or complaint under the EqA (eg for discrimination or harassment)
- helping someone else to make a claim by giving evidence or information in connection with proceedings under the EqA
- making an allegation that someone has breached the EqA
- doing anything else in connection with the EqA.
- Examples of victimisation may include:
- failing to consider someone for promotion because they have previously made a sexual harassment complaint
- dismissing someone because they accompanied a colleague to a meeting about a sexual harassment complaint
- excluding someone from work meetings because they gave evidence as a witness for another employee as part of an employment tribunal claim about harassment.

57.4. Circumstances which are covered

57.4.1. This policy covers behaviour which occurs in the following situations:

- a work situation
- a situation occurring outside of the normal workplace or normal working hours which is related to work, eg a working lunch, a business trip or social functions
- outside of a work situation but involving a colleague or other person connected to the Company, including on social media
- against anyone outside of a work situation where the incident is relevant to your suitability to carry out the role.

57.5. What to do if you are subject to sexual harassment or victimisation

57.5.1. We are committed to ensuring that there is no sexual harassment or victimisation in our workplace. Allegations of sexual harassment and victimisation will be treated as a disciplinary matter, although every situation will be considered on an individual basis and in accordance with the principles of our disciplinary procedures, a copy of which is available in this Handbook.

57.6. Informal complaint

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

57.6.2. If you experience sexual harassment and you feel comfortable to do so, you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

57.6.3. In addition, you may also choose to raise concerns during your regular communication with your manager, e.g. in a one-to-one meeting. Your manager will listen to you and take your concerns seriously if you do this but may encourage you to follow the reporting procedures set out below. If you don't have a one-to-one meeting scheduled with your manager, you can ask to meet with them to discuss any concerns that you may have.

57.7. Formal complaint

57.7.1. Where the informal approach fails or if the sexual harassment or victimisation is more serious, you should bring the matter to the attention of a Director as a formal written complaint and again your confidential helper can assist you in this.

57.7.2. If possible, you should keep notes of what happened so that the written complaint can include:

- the name of the alleged harasser
- the nature of the alleged harassment
- the dates and times when the alleged harassment occurred
- the names of any witnesses

- any action already taken by you to stop the alleged harassment.

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

57.7.4. The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. The meeting will normally be held within five working days of receipt of your complaint. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence may be dealt with under the disciplinary procedure.

57.7.5. On conclusion of the investigation, which will normally be within 10 working days of the meeting with you, the decision of the investigator, detailing the findings, will be sent in writing to you.

57.7.6. You have the right to appeal against the findings of the investigator. If you wish to appeal, you must inform a Director within five working days of receiving the outcome. You will then be invited to a further meeting. As far as reasonably practicable, the Company will be represented by a more senior manager than the manager who attended the first meeting (unless the most senior manager attended that meeting).

57.7.7. Following the appeal meeting, you will be informed of the final decision, normally within 10 working days, which will be confirmed in writing.

57.7.8. Regardless of the outcome of the procedure, we are committed to providing the support you may need. This may involve mediation between you and the other party or some other measure to manage the ongoing working relationship.

57.7.9. You will not be victimised for having brought a complaint.

57.8. What to do if you witness sexual harassment or victimisation

57.8.1. If you witness sexual harassment or victimisation, you are encouraged to take appropriate action to address it. You should not take any action that may put you at risk of sexual harassment or other harm. If you feel able, you should intervene to prevent the matter continuing. If you are not able to do this, your action may include offering support to the person who has been sexually harassed and encouraging them to report the incident or reporting the incident yourself.

57.8.2. If reporting the incident, you should bring the matter to the attention of a Director in writing.

57.8.3. Your concerns will be handled by a Director who will sensitively talk to the person subject to sexual harassment to determine how they want the matter to be handled.

57.9. Third-party sexual harassment

57.9.1. Third-party sexual harassment occurs when a member of our workforce is subjected to sexual harassment by someone who is not part of our workforce but who is encountered in connection with work. This includes our clients, customers, suppliers, members of the public, delegates at our events, and self-employed contractors.

57.9.2. Third-party sexual harassment of our workforce is unlawful and will not be tolerated. The law requires employers to take steps to prevent sexual harassment by third parties and we are committed to doing so.

57.9.3. The law does not provide a mechanism for individuals to bring a claim of third-party harassment alone. However, failure for an employer to take reasonable steps to prevent third-party sexual harassment may result in legal liability in other types of claim.

57.9.4. In order to prevent third-party sexual harassment from occurring, we will:

- inform third parties (i.e. suppliers) of our zero-tolerance sexual harassment policy within our supplier documentation
- inform contractors within their site induction of our zero-tolerance sexual harassment policy.

57.9.5. If you have been subjected to third-party sexual harassment, you are encouraged to report this as soon as possible to a Director.

57.9.6. Should a supplier, customer or contractor sexually harass a member of our workforce, we will warn them about their behaviour in the first instance and if necessary, ban the individual from returning to our premises and report the matter to their business management. Any criminal acts will be reported to the police.

57.9.7. We will not tolerate sexual harassment by any member of our workforce against a third party. Instances of sexual harassment of this kind may lead to disciplinary action, including termination of employment.

57.10. Disciplinary action

57.10.1. If the decision is that the allegation of sexual harassment or victimisation is well founded, the harasser/victimiser will be liable to disciplinary action in accordance with our disciplinary procedure up to, and including, summary dismissal. An employee who receives a formal warning or who is dismissed for sexual harassment/victimisation may appeal by using our disciplinary appeal procedure.

57.10.2. When deciding on the level of disciplinary sanction to be applied, we will take into consideration any aggravating factors affecting the case. One example of aggravating factors is an abuse of power over a more junior colleague.

57.10.3. If, due to the investigation, it is concluded that your complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

57.11. Training

57.11.1. We provide training to all our employees on sexual harassment to ensure there is a clear understanding of:

- what sexual harassment is, how it may occur and that it will not be tolerated expected levels of behaviour
- how they can report any incidents of having been sexually harassed or having witnessed it
- how acts of harassment will be dealt with under the disciplinary procedure, which can potentially result in dismissal.

57.11.2. We ensure that all levels of management are trained on implementing this policy, including preventing and managing sexual harassment in the workplace and the procedure to follow if an allegation is reported.

57.11.3. We will regularly review the effectiveness of our training.

57.11.4. We provide refresher training as appropriate.

57.12. Employee Assistance Programme – Health Assured

57.12.1. We would like to remind you that further support is available by contacting our Employee Assistance Programme (EAP), Health Assured, a confidential 24-hour telephone counselling service, which was provided during your induction or available on request.

57.12.2. More details of this service are available in the Employee Assistance Clause of this Employee Handbook.