



Employee Handbook

Care Dynamics Limited

Contents	Page
Employee Handbook Issues And Updates	3
Introduction	4
Joining Our Organisation	5
Salaries and Wages, etc	7
Holiday Entitlement and Conditions.....	9
Sickness/Injury Payments and Conditions	10
Other Benefits	12
Safeguards	13
Standards	18
Health, Safety, Welfare and Hygiene	19
Lone Worker Policy.....	21
General Terms and Procedures.....	22
Anti-Bribery Policy	26
Anti-Tax Evasion Policy	27
Whistle-blowers	29
Capability Procedures	30
Disciplinary Procedures	31
Capability / Disciplinary Appeal Procedure.....	36
Grievance Procedure	37
Personal Harassment Policy and Procedure.....	38
Sexual Harassment Policy.....	42
Domestic Abuse Policy	46
Equality, Inclusion and Diversity Policy	50
MATERNITY POLICY.....	52
PATERNITY POLICY	56
PARENTAL LEAVE POLICY	60
SHARED PARENTAL LEAVE	62
ADOPTION LEAVE POLICY	65
CARER'S LEAVE POLICY.....	69
PARENTAL BEREAVEMENT LEAVE POLICY	70
WELLBEING POLICY.....	73
ENDOMETRIOSIS SUPPORT POLICY	75

NEURODIVERSITY POLICY	77
FINANCIAL WELLBEING POLICY	79
Menopause Policy	80
Andropause Policy	83
Termination of Employment	85

Introduction

WELCOME TO OUR TEAM

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

This Employee Handbook is designed both to introduce you to our organisation and to be of continuing use during your employment.

We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains information on some of the main employee benefits that may be available to you and the policies and procedures relating to your employment. If you require any clarification or additional information please refer to your Line Manager.

Please note that we provide equal opportunities and are committed to the principle of equality in accordance with legislative provisions. We expect your support in implementing these policies. We will not condone any unlawful discriminatory act or attitude in the course of your employment or in your dealings with our clients, suppliers, contract workers, members of the public or with fellow employees. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

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

Joining Our Organisation

INDUCTION

At the start of your employment with our Company, you are required to complete an induction programme, during which all our policies and procedures (including Health and Safety) will be explained to you. Information relating to these will be given to you at the induction.

JOB DESCRIPTION

Amendments may be made to your job description from time to time in relation to our changing needs and your own ability.

STAFF APPRAISAL SCHEME

We have a staff appraisal scheme in place for the purpose of monitoring staff performance levels with a view to maximising the effectiveness of individuals, details of which are available separately.

JOB FLEXIBILITY

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within our business. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volumes of work are always subject to change.

MOBILITY

It is a condition of your employment that you are prepared, whenever applicable, to travel to any other of our sites within reasonable traveling distance on a temporary basis. This mobility is essential to the smooth running of our business.

DISCLOSURE AND BARRING CERTIFICATE(S)

Your initial employment is conditional upon the provision of a satisfactory Disclosure and Barring Certificate of a level appropriate to your post. You may be required to undertake subsequent criminal record checks from time to time during your employment as deemed appropriate by the Company. In the event that such certificates are not supplied, your employment with us will be terminated.

Data collected about criminal convictions will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

CONVICTIONS AND OFFENCES

During your employment, you are required to immediately report to the Company any convictions or offences with which you are charged, including traffic offences. Data collected about criminal convictions will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

OTHER POLICIES AND PROCEDURES

The Company has a number of other policies and procedures that will have been explained to you during your induction. Copies of these will have been provided to you separately or are available on request from the office.

WORK PERMITS

All employees are required in law to provide evidence of their eligibility to work in the UK. As an employer we have the legal obligation to comply with the applicable immigration legislation which includes ensuring that employees provide the appropriate documentation prior to the commencement of employment.

In the event that an employee is unable to provide satisfactory evidence of their eligibility to work in the UK the Company reserve the right to terminate the employment without notice. Acceptable evidence is set out in our Work Permits and Eligibility to Work Policy.

All costs relating to any immigration application must be borne by the employee in question and will be deducted from your salary.

Salaries and Wages, etc

ADMINISTRATION

Payment

- a) For salaried staff the pay period is the calendar month. Basic salaries are paid by the last day of the current month and overtime payments are paid one month in arrears. For hourly paid staff, payments are made on a Friday each week, in arrears.
- b) You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.
- c) Any pay queries that you may have should be raised with your Line Manager.

Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

Income Tax and National Insurance

At the end of each tax year, you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them for tax purposes.

Pay Reviews

Salaries are normally reviewed annually and any increase is at our discretion. The review does not imply an automatic increase in salary.

LATENESS/ABSENTEEISM

You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your area of work.

All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.

Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

CLOCKING IN/OUT

We operate a clock in/clock out policy with which all employees are expected to comply. Upon arrival to work, you must immediately clock in the time you entered the premises. Upon leaving the premises you must ensure that you clock out using the same system. It is not permissible under any circumstances for any employee to clock in or out on behalf of another. In the event that you forget or are unable to do this for any reason you must report this to your Line Manager immediately. The information collated using this system is used as a roll call in the event of an evacuation, to ensure employees are paid accurately and for monitoring purposes. It is therefore imperative that the information is accurate. You should be aware that falsifying records is considered a gross misconduct offence in accordance with our disciplinary procedures. Failure to adhere to this procedure may result in summary dismissal and/or incorrect or delayed payment of wages/salary.

SHORTAGE OF WORK

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

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

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

PENSION SCHEME

We operate a contributory pension scheme to which you will be auto-enrolled into (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the Company.

Holiday Entitlement and Conditions

ANNUAL HOLIDAYS

Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).

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

Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.

We operate an online system for booking holidays via BrightHR. You will be given the rights to request absence online and you will also be able to view your holiday entitlement online at any time. This is to give you the facility to easily plan your holidays throughout the year.

Once you have registered your holiday request online, you will receive an e-mail from your Line Manager authorising or declining your request. If you feel that your request has been unreasonably refused for any reason you should refer the matter to your Line Manager. They will endeavour to ensure that you have every opportunity to take your holidays at the time you request them, but they will need to balance your requests with the needs of the department.

You should give at least four weeks' notice of your intention to take holidays of a week or more and one week's notice is required for odd single days.

You may not normally take more than two working weeks consecutively.

Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.

PUBLIC/BANK HOLIDAYS

Your entitlement to public/bank holidays is shown in your individual Statement of Main Terms of Employment.

Sickness/Injury Payments and Conditions

NOTIFICATION OF INCAPACITY FOR WORK

You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than two hours before your start time. Text messages and e-mails are not an acceptable method of notification. Other than in exceptional circumstances notification should be made personally to your Line Manager.

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

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

EVIDENCE OF INCAPACITY

Medical certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form on your return to work.

If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should obtain a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive medical certificates to cover the whole of your absence.

In some situations, in line with government guidance, an extension of self-certification of absence will be temporarily accepted. You will be informed of any such changes should these apply.

PAYMENTS

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

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

Any contractual sickness/injury payments are shown in your individual Statement of Main Terms of Employment.

Any days of contractual sickness/injury payments that qualify for SSP will be offset against SSP on a day-to-day basis. A deduction will be made for any other state benefits received if you are excluded or transferred from SSP.

If you are entitled to any payments in excess of SSP and your entitlement expires, full or part payment may be allowed at our discretion where it is considered that there are special circumstances warranting it.

Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.

RETURN TO WORK

You should notify your Line Manager as soon as you know on which day you will be returning to work if this differs from the date of return previously notified.

If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.

On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to your Line Manager.

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

GENERAL

Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.

In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness/injury. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.

We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken. In addition, we will take a serious view if you are found to be undertaking any activity during sickness absence which we reasonably believe is inconsistent with being incapable of work at that time despite the presence of an illness, injury or medical condition. Disciplinary action will be taken in this instance.

If we consider it necessary, we may ask your permission to contact your doctor and/or for you to be independently medically examined by our Occupational Health Specialists, Health Assured Limited.

Other Benefits

EMPLOYEE ASSISTANCE PROGRAMME

We recognise that sometimes you may face certain challenges in your work and home life that are difficult to deal with. We subscribe to a confidential and professional life management service that provides you with a qualified counsellor who can offer personal support for any practical or emotional challenges you may be facing. The service is initially provided via telephone and online advice but face to face meetings will be arranged where this is felt clinically appropriate. This service is totally confidential. You can use the Health Assured App or call 0800 0474097. More details of this service are available from your Line Manager.

As part of our Employee Assistance Programme, you also have access to an online wellbeing tool, Wisdom AI, which you can use to find fast answers to any wellbeing questions you have. You can access Wisdom AI at any time via the Health Assured portal. The link in the menu bar will take you directly to the Wisdom AI homepage, where you can ask your question. More details of this service are available from your Line Manager.

BRIGHT EXCHANGE

We currently subscribe to an online HR tool, Bright HR. Through Bright HR you have exclusive access to Bright Exchange. Bright Exchange is an online marketplace exclusive to Bright HR users giving you access to hundreds of products, services and special offers from a wide range of different companies. You can use your Bright HR credentials to log in to Bright Exchange and take advantage of these offers. More details are available from your Line Manager.

Safeguards

RIGHTS OF SEARCH

Although we do not have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business, we would ask all employees to assist us in this matter should we feel that such a search is necessary.

Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at the time that any further questioning takes place.

We reserve the right to call in the police at any stage.

CONFIDENTIALITY

All information that:

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

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

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

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

DATA PROTECTION

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

We will process data in line with our privacy notices in relation to both job applicants and employees.

You have several rights in relation to your data. More information about these rights is available in our “Policy on your rights in relation to your data”. We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such.

We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.

You are required to comply with all Company policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.

COMPANY PROPERTY AND COPYRIGHT

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by a Director.

VIRUS PROTECTION PROCEDURES

In order to prevent the introduction of virus contamination into the software system, the following must be observed:

- a) unauthorised software including public domain software, USBs, external hard drives, CDs or internet downloads must not be used; and
- b) all software must be virus checked using standard testing procedures before being used.

USE OF COMPUTER EQUIPMENT

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

- a) the introduction of new software must first of all be checked and authorised by your Line Manager before general use will be permitted;
- b) only authorised staff should have access to the Company's computer equipment;
- c) only authorised software may be used on any of the Company's computer equipment;
- d) only software that is used for business applications may be used;
- e) no software may be brought onto or taken from the Company's premises without prior authorisation;
- f) unauthorised access to the computer facility will result in disciplinary action; and
- g) unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

E-MAIL AND INTERNET POLICY

Introduction

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of internet and e-mail within the Company. The internet and e-mail system have established themselves as an important communications facility within the Company and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout.

Internet

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

Procedures – Acceptable/Unacceptable Use

Unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal.

The internet system is available for legitimate business use and matters concerned directly with the job being done. Employees using the internet system should give particular attention to the following points:

- a) comply with all of our internet standards;
- b) access during working hours should be for business use only; and
- c) private use of the internet should be used outside of your normal working hours.

The Company will not tolerate the use of the Internet system for unofficial or inappropriate purposes, including:

- a) accessing websites which put our internet at risk of (including but not limited to) viruses, compromising our copyright or intellectual property rights;
- b) non-compliance of our social networking policy;
- c) connecting, posting or downloading any information unrelated to their employment and in particular pornographic or other offensive material; or
- d) engaging in computer hacking and other related activities, or attempting to disable or compromise security of information contained on the Company's computers.

You are reminded that such activities (c and d) may constitute a criminal offence.

E-mail

The use of the e-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the Company's position on the correct use of the e-mail system.

Procedures - Authorised Use

Unauthorised or inappropriate use of the e-mail system may result in disciplinary action which could include summary dismissal.

The e-mail system is available for communication and matters directly concerned with the legitimate business of the Company. Employees using the e-mail system should give particular attention to the following points:

- a) all comply with Company communication standards;
- b) e-mail messages and copies should only be sent to those for whom they are particularly relevant;
- c) e-mail should not be used as a substitute for face-to-face communication or telephone contact. Abusive e-mails must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
- d) if the e-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The Company will be liable for infringing copyright or any defamatory information that is circulated either within the Company or to external users of the system; and
- e) offers or contracts transmitted by e-mail are as legally binding on the Company as those sent on paper.

The Company will not tolerate the use of the e-mail system for unofficial or inappropriate purposes, including:

- a) any messages that could constitute bullying, harassment or other detriment;
- b) personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
- c) on-line gambling;
- d) accessing or transmitting pornography;
- e) transmitting copyright information and/or any software available to the user; or
- f) posting confidential information about other employees, the Company or its service users or suppliers.

Monitoring

We reserve the right to monitor all e-mail/internet activity by you for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements. This includes monitoring of any additional accounts you may be requested to set up for the purposes of performing your work tasks, which are subject to the same rules as your work email account. Information acquired through such monitoring may be used as evidence in disciplinary proceedings. Monitoring your usage will mean processing your personal data. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

USE OF SOCIAL NETWORKING SITES

Social media can be a very powerful tool and as a Company, we want to embrace its use. We use social media to make our clients aware of promotions and other relevant information and to ensure we maintain a professional relationship with our clients. You should not add or accept “friend requests” from our clients on your private social media accounts.

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

Any work content or material, or contacts or connections list, created by the Employee during the course of their employment, on any of their authorised social networking sites (ownership of which vests in the Company) shall remain, at all times, the property of the Company. Accordingly, upon termination of your employment, you shall hand over to the Company, the access rights to your accounts, together with any work content or material, and any contacts or connections list.

KEYHOLDING/ALARM SETTING

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

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

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

STATEMENTS TO RELATIVES

Statements or opinions relating to service users' physical or mental well-being will be given only by approved qualified staff.

ACCEPTANCE OF GIFTS, ETC.

You must not accept gifts/presents from service users or their relatives and must not advise on financial investments, etc. and you must not put your signature to any such documents. Any such request must be notified to your Line Manager.

BENEFICIARIES

You must not assist service users in the wording of their wills, or be executors or beneficiaries of their wills, or in any way abuse the privileged relationship which exists between you and the service user. Employees who are approached by a service user in relation to any beneficiary should report this without delay to your Line Manager.

Standards

WASTAGE

We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of our organisation.

You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:

- a) handle machines, equipment and stock with care;
- b) turn off any unnecessary lighting and heating. Keep doors closed whenever possible;
- c) ask for other work if your job has come to a standstill; and
- d) start with the minimum of delay after arriving for work and after breaks.

The following provision is an express written term of your contract of employment:

- a) any damage to vehicles, stock or property that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement;
- b) any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss; and
- c) in the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess up to a maximum of £250.00.

In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

STANDARDS OF DRESS

As you are liable to come into contact with clients and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. Where uniforms are not provided, you should wear clothes and footwear appropriate to your job responsibilities, and they should be kept clean and tidy at all times. Where uniforms are provided, these must be worn at all times whilst at work and laundered on a regular basis.

NAME BADGE

Your name badge must be worn at all times whilst on duty.

Health, Safety, Welfare and Hygiene

REFRESHMENT MAKING FACILITIES

We provide refreshment making facilities for your use, which must be kept clean and tidy at all times.

ALCOHOL & DRUGS POLICY

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees.

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

SMOKING POLICY

Our policy of no smoking on the premises and within the vicinity of residents/servicer users must be observed at all times. Passive smoking is an involuntary exposure that is directly harmful to residents/service user's health. Therefore, as far as is reasonably possible, this exposure should be prevented. Failure to follow this procedure will lead you to disciplinary action which may result in dismissal. Smoking on the premises or in Company vehicles is strictly prohibited.

Whilst there is no designated smoking area, you should ensure that you are away from the premises and any windows/doors. If you wish to smoke you are required to cover/change out of your uniform to do so. This includes the use of e-cigarettes.

HYGIENE FOR FOOD HANDLERS

You must wash your hands immediately before commencing work and after using the toilet.

Any cut or burn on the hand or arm must be covered with an approved visible dressing.

Head or beard coverings and overalls/uniforms, where provided, must be worn at all times.

No jewellery should be worn, other than plain band wedding rings, without the permission of your Line Manager.

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

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

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

You must report to your Line Manager before commencing work.

FITNESS FOR WORK

If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others, and send you away for the remainder of the day with or without pay and, dependent on the circumstances, you may be liable to disciplinary action.

MANUAL HANDLING

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury.

FIRST-AID AT WORK

We will comply with our obligations regarding first-aid at work and ensure that all employees are given details of our first-aid arrangements, in accordance with current legislation. This may include (but is not limited to) providing trained first-aiders, depending on the outcome of our first-aid needs assessment.

Lone Worker Policy

INTRODUCTION

Due to the nature of your position with us, it will be necessary for you to work alone on our premises or visiting any of our clients and it is important that you take the necessary steps to ensure your personal safety at all times.

WORKING ALONE ON OUR PREMISES

You should ensure that all visitors to our premises sign the visitor's book when entering and leaving the building.

Employees should only be alone in building when absolutely necessary.

There should be no face-to-face client contact when working alone in the building.

During any telephone contact when working alone, you should not disclose the fact you are alone.

Doors should be locked at all times when you are working alone.

Intercom system must be used and you should not answer the door if you are unsure of your safety.

You should check that the building is empty when you leave.

You should notify a colleague of the time you expect to leave the building and inform them if this differs.

Any problems regarding building, alarm etc. must be reported to your Line Manager.

VISITING CLIENTS

You should always ensure that we are aware of the address of the client you are meeting, the time and expected duration of the meeting.

General Terms and Procedures

CHANGES IN PERSONAL DETAILS

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

OTHER EMPLOYMENT

If you already have any other employment or are considering any additional employment you must notify us so that we can discuss any implications arising from such employment i.e. working time legislation, health and safety issues, conflict of interest.

You may not under any circumstances, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work.

TIME OFF

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

MATERNITY/PATERNITY/ADOPTION LEAVE AND PAY

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

PARENTAL/SHARED PARENTAL LEAVE

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

CARER'S LEAVE

Employees with caring responsibilities may be entitled to take Carer's Leave in line with current statutory provisions. You should discuss your situation with Line Manager who will explain your entitlements and if appropriate, agree time off.

NEONATAL CARE LEAVE

Eligible employees are entitled to neonatal care leave and pay in line with current statutory provisions. If you need time off in these circumstances, you should speak with Line Manager who will explain your entitlements and agree time off.

PARENTAL BEREAVEMENT LEAVE

In the unfortunate event that you experience the loss of a child, you may be entitled to parental bereavement leave and pay in accordance with the current statutory provisions. You should discuss your circumstances with your Manager and agree time off.

You are reminded that you have access to the Employee Assistance Programme, a confidential telephone counselling service offered by the Company where you can talk to a trained counsellor about your circumstances. You can access this by accessing online resources or calling the number provided, further details are available from your Manager.

FLEXIBLE WORKING

You have the right to request flexible working in accordance with the current statutory provisions. Further information on the application process can be obtained from your Manager.

TIME OFF FOR DEPENDANTS

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

BEREAVEMENT LEAVE

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

EMPLOYEES' PROPERTY AND LOST PROPERTY

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight. Articles of lost property should be handed to your Line Manager who will retain them whilst attempts are made to discover the owner.

MAIL

All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

FRIENDS AND RELATIVES CONTACT / TELEPHONE CALLS / MOBILE PHONES

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Personal telephone calls, both incoming and outgoing are only allowed in the case of an emergency. Permission to make outgoing personal calls should be sought from your Line Manager. Personal mobile phones should be switched off during working hours.

It is illegal to hold and use a mobile phone, sat nav, tablet or any device that can send and receive data whilst driving.

It is our Company policy that you should not hold and use a mobile phone, sat nav, tablet or any device that can send and receive data whilst driving. You should ensure you are safely parked and you have turned off the engine before making or receiving any telephone calls. In the event of you being unable to answer a call because you cannot find a safe place to stop, you must return the call as soon as conveniently possible after you have safely parked and turned off the engine.

You can use a device held in your hand in the following circumstances only:

- you need to call 999 or 112 in an emergency and it is unsafe or impractical to stop
- you are safely parked
- you are making a contactless payment in a vehicle that is not moving, for example at a drive-through restaurant
- you are using the device to park the vehicle remotely.

You can use devices with hands-free access, such as a built-in sat nav, provided you do not hold the device at any time during usage.

COMPANY MOBILE PHONES

The Company mobile phones are to be used for business purposes only except in the case of an emergency. Therefore any unauthorised personal use may be repayable by you and may result in disciplinary action in accordance with our procedures. The Company reserves the right to deduct the appropriate sums from your pay in the event that repayments are not made. The Company reserves the right to monitor all communications made on Company mobile phones in order to ensure compliance with our policies and procedures. For further conditions relating to Company mobile phones please refer to the mobile phone policy.

BUYING OR SELLING OF GOODS

You are not allowed to buy or sell goods on your own behalf on our premises or during your working hours.

COLLECTIONS FROM EMPLOYEES

Unless specific authorisation is given by your Line Manager, no collections of any kind are allowed on our premises.

CLIENT RELATIONS

Our business involves the provision of services to clients and some of our employees are employed to perform work on behalf of those clients, sometimes on the client's own premises. Due to this relationship, our clients may, on rare occasions, require that such an employee be removed from a job in accordance with their contract with us. In such circumstances, we will investigate the reasons for such requests. However, if our client maintains their stance we will then take all reasonable steps to ensure that alternative work is provided. If this is not possible we may have no alternative but to terminate such an individual's employment. This procedure is separate from any concurrent disciplinary matter that may need to be addressed.

BEHAVIOUR AT WORK

You should behave with civility towards fellow employees, and no rudeness will be permitted towards clients or members of the public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action. You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs. Any involvement in activities which could be construed as being in competition with us is not allowed.

ADVERSE WEATHER/TRAVEL ARRANGEMENT DISRUPTION

Every reasonable effort should be made to attend work in accordance with your contract. In the event that you are unable to attend work owing to inclement weather conditions and/or severe disruption to your travel arrangements, you should report your absence through the normal absence reporting procedures. Your absence will be unpaid unless you have sufficient annual leave in which case you may request to use this. Alternatively, you may be able to work additional hours to compensate for the lost hours at the sole discretion of the management and subject to availability.

DRIVING LICENCE

If driving is a necessary part of your role it is imperative that you maintain a valid driving licence suitable for the vehicle you operate at all times during your employment. You are required upon request to produce your driving licence to the management. We may also require you to provide us with the ability to access your driving licence details online. If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately. If you are required to drive as part of your job and we are unable to find alternative employment, your employment may be terminated.

Data collected about driving licences will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

FINES

Any fines imposed by relevant authorities including (but not limited to) speeding and parking will be payable by the employee. The Company takes no responsibility for the payment of fines incurred by the employee during their employment.

CAR INSURANCE

If your position requires you to use your own car for business purposes, you must ensure that your car insurance provides adequate cover. Proof of adequate insurance, Driving Licence, Tax and an MOT Certificate must be produced for scrutiny by the Home upon renewal and at any time when so requested.

THIRD PARTY INVOLVEMENT

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, this is not an exhaustive list. Where we are required to share special category data to any third parties as part of that hearing, we ensure that a relevant condition of processing is met and we do not rely upon your consent for the processing.

RECORDING OF FORMAL MEETINGS

We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request. All personal data collected for this purpose will be processed in line with the current Data Protection Act.

Anti-Bribery Policy

INTRODUCTION

Bribery is a criminal offence. The Company prohibits any form of bribery. We require compliance, from everyone connected with our business, with the highest ethical standards and anti-bribery laws applicable. Integrity and transparency are of utmost importance to us and we have a zero tolerance attitude towards corrupt activities of any kind, whether committed by employees or by third parties acting for or on behalf of the Company.

POLICY

It is prohibited, directly or indirectly, for any employee or person working on our behalf to offer, give, request or accept any bribe i.e. gift, loan, payment, reward or advantage, either in cash or any other form of inducement, to or from any person or Company in order to gain commercial, contractual or regulatory advantage for the Company, or in order to gain any personal advantage for an individual or anyone connected with the individual in a way that is unethical.

SUSPICION

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

REPORTING

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

Staff are reminded of the Company's Whistle-Blowers Policy which is available in this Employee Handbook.

GIFTS AND HOSPITALITY

We realise that the giving and receiving of gifts and hospitality as a reflection of friendship or appreciation where nothing is expected in return may occur, or even be commonplace, in our industry. This does not constitute bribery where it is proportionate and recorded properly.

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

Similarly, no gift or offer of hospitality should be accepted by an employee or anyone working on our behalf without receiving prior written approval from your Line Manager.

RECORD KEEPING

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

As the law is constantly changing, this policy is subject to review and the Company reserves the right to amend this policy without prior notice.

Anti-Tax Evasion Policy

INTRODUCTION

Tax evasion is a criminal offence. The Company prohibits any form of tax evasion. Involvement in the criminal facilitation of tax evasion exposes the Company and the person facilitating the evasion to a criminal offence. It will also damage our reputation and the confidence of our customers, suppliers and business partners.

Indicators of tax evasion are:

- a) request for payment by cash;
- b) overly-complex payment mechanisms;
- c) services/goods provided to jurisdictions that do not subscribe to Common Reporting Standards;
- d) transactions involving overly complex supply chains;
- e) transactions involving private banking facilities; and/or
- f) records are incomplete or missing.

Our position is simple: we conduct our business to the highest legal and ethical standards. We will not be party to tax evasion or the facilitation of tax evasion of any form. Such acts would damage our reputation and expose us, and our staff and representatives, to the risk of fines and imprisonment.

We take a zero-tolerance approach to tax evasion facilitation by our people and our third party representatives. We are committed to:

- a) rejecting the facilitation of tax evasion; and
- b) not recommending the services of others who do not have reasonable prevention procedures in place.

We require compliance in regard to this from everyone connected with our business. Integrity and transparency are of utmost importance to us.

DEFINITIONS OF TAX EVASION

Tax evasion is the practice of using illegal methods to avoid paying tax. It frequently involves contrived, artificial transactions that serve no purpose other than to reduce tax liability.

POLICY

It is prohibited, directly or indirectly, for any employee or person working on our behalf to take part in any activity relating to tax evasion.

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

If you, as an employee or person working on our behalf, suspect any activity related to tax evasion or attempted tax evasion has taken place, even if you are not personally involved, you are expected to report this to a Director. You may be asked to give a written account of events.

TRAINING/MONITORING/REVIEW

The Company will ensure that it gives all relevant training for staff in relation to financial crime detection and prevention, it will ensure it monitors and enforces compliance with the prevention procedures and regularly review the effectiveness of prevention procedures, refining them where necessary.

CONCERNS

Staff are reminded of the Company's Whistleblowing policy which is available in this Employee Handbook, or upon request.

Whistle-blowers

INTRODUCTION

Under certain circumstances, employees are protected from suffering any detriment or termination of employment if they make disclosures about organisations for whom they work.

QUALIFYING DISCLOSURES

Certain disclosures are prescribed by law as “qualifying disclosures”. A “qualifying disclosure” means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the Company has committed a “relevant failure” by:

- a) committing a criminal offence;
- b) failing to comply with a legal obligation;
- c) a miscarriage of justice;
- d) endangering the health and safety of an individual;
- e) environmental damage; or
- f) concealing any information relating to the above.

These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The Company will take any concerns that you may raise relating to the above matters very seriously.

The Employment Rights Act 1996 provides protection for workers who ‘blow the whistle’ where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure has to be “in the public interest”. We encourage you to use the procedure to raise any such concerns.

THE PROCEDURE

In the first instance you should report any concerns you may have to a Director who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate official organisation or regulatory body.

TREATMENT BY OTHERS

Bullying, harassment or any other detrimental treatment afforded to a colleague who has made a qualifying disclosure is unacceptable. Anyone found to have acted in such a manner will be subject to disciplinary action.

Capability Procedures

INTRODUCTION

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

JOB CHANGES/GENERAL CAPABILITY ISSUES

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

If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.

If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.

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

PERSONAL CIRCUMSTANCES/HEALTH ISSUES

Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

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

SHORT SERVICE STAFF

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

Disciplinary Procedures

INTRODUCTION

It is necessary to have a minimum number of rules in the interests of the whole organisation.

The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.

Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.

The following rules and procedures should ensure that:

- a) the correct procedure is used when requiring you to attend a disciplinary hearing;
- b) you are fully aware of the standards of performance, action and behaviour required of you;
- c) disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
- d) you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions we may implement temporary measures in order that an uninterrupted investigation can take place. These measures may include, for example:
 - working in a different department, or from a different office or site
 - a change to your usual duties
 - working with different customers/clients, or away from customers/clients
 - working from home
 - suspension on contractual pay.

This list is not exhaustive, and we may implement other measures which are appropriate to the circumstances. None of these measures are to be regarded as disciplinary action or a penalty of any kind.

Where an employee on temporary suspension tells us that they are sick, the employee will be considered to be on sickness absence, rather than suspension, until the employee notifies us that they are no longer sick, at which point suspension will resume where appropriate;

- e) other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process;
- f) you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
- g) if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

DISCIPLINARY RULES

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

(these are examples only and not an exhaustive list)

You will be liable to disciplinary action if you are found to have acted in any of the following ways:

- a) failure to abide by the general health and safety rules and procedures;
- b) smoking in designated non-smoking areas;
- c) persistent absenteeism and/or lateness;
- d) unsatisfactory standards or output of work;
- e) rudeness towards service users, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- f) failure to devote the whole of your time, attention and abilities to our organisation and its affairs during your normal working hours;
- g) failure to carry out all reasonable instructions or follow our rules and procedures;
- h) unauthorised use of e-mail and internet;
- i) unauthorised use or negligent damage or loss of our property;
- j) failure to report immediately any damage to property or premises caused by you;
- k) use of our vehicles without approval or the private use of our commercial vehicles without authorisation;
- l) failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs;
- m) if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
- n) carrying unauthorised passengers in our vehicles or the use of our vehicles for personal gain;
- o) loss of driving licence where driving on public roads forms an essential part of the duties of the post; and
- p) failure to abide by the rules and regulations issued by the Care Quality Commission, a copy of which is available for inspection in the office.

SERIOUS MISCONDUCT

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

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

RULES COVERING GROSS MISCONDUCT

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct.

However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:

- a) theft or fraud;
- b) physical violence or bullying;
- c) deliberate damage to property;
- d) deliberate acts of unlawful discrimination or harassment;
- e) possession, or being under the influence, of drugs* at work and/or testing positive for drug use in a test carried out in line with our policy; and

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

- f) breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person;
- g) maltreatment of service users; by neglect, omission and/or commission;
- h) failure to report an incident of abuse, or suspected abuse of a service user;
- i) abandoning duty without notification or sleeping on duty on Company/service users premises;
- j) acceptance of gifts & hospitality in contravention of the Bribery Act 2010;
- k) failure to give notice of any pecuniary interest of which you are aware, in a contract which has been, or is proposed to be, entered into by the organisation;
- l) wilful misrepresentation at the time of appointment including:
 - i) Previous positions held
 - ii) Qualifications held
 - iii) Falsification of date of birth
 - iv) Declaration of health
 - v) Failure to disclose a criminal conviction/caution within the provisions of the Rehabilitation of Offenders Act;
- m) wilful misrepresentation at any time during employment in connection with qualifications held;
- n) deliberate disclosure of privileged confidential information to unauthorised people;
- o) negligent or deliberate failure to comply with the requirements of the organisation's policy & procedure concerning medicines;
- p) working whilst contravening an enactment, or breach of rules laid down by statutory bodies;

- q) any act or omission constituting serious or gross negligence/or dereliction of duty;
- r) serious failure to abide by the rules and regulations issued by the Care Quality Commission, a copy of which is available for inspection in the office;
- s) consumption of alcohol on service user's or home premises prior to and/or during hours of duty;
- t) failure to attend or gain access to visits and not reporting to a Manager/ on call; and
- u) conviction for a criminal offence which clearly indicates unsuitability for the role employed to undertake.

(The above examples are illustrative and do not form an exhaustive list.)

DISCIPLINARY PROCEDURE

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

OFFENCE	FIRST OCCASION	SECOND OCCASION	THIRD OCCASION	FOURTH OCCASION
Unsatisfactory Conduct	Formal verbal warning	Written warning	Final written warning	Dismissal
Misconduct	Written warning	Final Written warning	Dismissal	
Serious misconduct	Final written warning	Dismissal		
Gross misconduct	Dismissal			

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

If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.

In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

DISCIPLINARY AUTHORITY

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

	ALL EMPLOYEES
Formal verbal warning	Line Manager
Written warning	Line Manager
Final written warning	Line Manager
Dismissal	Line Manager

PERIOD OF WARNINGS

Formal verbal warning

A formal verbal warning will normally be disregarded for disciplinary purposes after a three month period.

Written warning

A written warning will normally be disregarded for disciplinary purposes after a six month period.

Final written warning

A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.

GENERAL NOTES

If you are in a supervisory or Managerial position then demotion to a lower status may be considered as an alternative to dismissal except in cases of gross misconduct.

In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.

Gross misconduct offences will result in dismissal without notice.

You have the right to appeal against any disciplinary action.

Capability / Disciplinary Appeal Procedure

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

If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment.

An appeal against a formal warning or dismissal should give details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances.

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

If you are appealing on the grounds that you have not committed the offence then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.

You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice. The result of the appeal will be made known to you in writing, normally within five working days after the hearing.

Grievance Procedure

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

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

You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.

If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Statement of Main Terms of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.

If you wish to appeal you must inform a Director within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the Company will be represented by a more Senior Manager than attended the first meeting (unless the most Senior Manager attended that meeting).

Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

Personal Harassment Policy and Procedure

INTRODUCTION

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

Personal harassment takes many forms but whatever form it takes, it is unlawful under the Equality Act 2010 and will not be tolerated.

This policy will be reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness.

SCOPE

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all those who work for us. This includes employees, workers, agency workers, volunteers and contractors in all areas of our Company, including any overseas sites.

DEFINITIONS

Harassment

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

Unwanted conduct can include:

- a) spoken words;
- b) banter;
- c) written words;
- d) posts or contact on social media;
- e) imagery;
- f) graffiti;
- g) physical gestures;
- h) facial expressions;
- i) mimicry;
- j) jokes or pranks;
- k) acts affecting a person's surroundings;
- l) aggression; and
- m) physical behaviour towards a person or their property.

Sexual Harassment

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

- a) sexual comments or jokes;
- b) displaying sexually graphic pictures, posters or photos;
- c) suggestive looks, staring or leering;
- d) propositions and sexual advances;
- e) making promises in return for sexual favours;
- f) sexual gestures;
- g) intrusive questions about a person's private or sex life or a person discussing their own sex life;
- h) sexual posts or contact on social media;
- i) spreading sexual rumours about a person;
- j) sending sexually explicit emails or text messages; and
- k) unwelcome touching, hugging, massaging or kissing.

Less favourable treatment for rejecting or submitting to unwanted conduct

This occurs when:

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

CIRCUMSTANCES WHICH ARE COVERED

This policy covers behaviour which occurs in the following situations:

- a) a work situation
- b) a situation occurring outside of the normal workplace or normal working hours which is related to work, for example, a working lunch or social event with colleagues;
- c) outside of a work situation but against a colleague or other person connected to the Company, including on social media;

d) against anyone outside of a work situation where the incident is relevant to their suitability to carry out the role.

COMPLAINING ABOUT PERSONAL HARASSMENT

Informal Complaint

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether 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.

If you are the victim of minor harassment 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.

Formal Complaint

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

- a) the name of the alleged harasser;
- b) the nature of the alleged harassment;
- c) the dates and times when the alleged harassment occurred;
- d) the names of any witnesses; and
- e) any action already taken by you to stop the alleged harassment.

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

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

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

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

DISCIPLINARY ACTION

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

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

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

THIRD PARTY HARASSMENT

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

Should you be subjected to third party harassment, you are encouraged to report this as soon as possible to your Line Manager.

Should a client harass a member of our workforce, they will be warned that continued provision of our service to them will cease if they are to act in a similar way again. Should their behaviour recur, they will be informed that our service to them will cease. Any criminal acts will be reported to the police, and we will share information relating to the incident to ensure that we maintain a consistent approach to the cessation of our services.

Sexual Harassment Policy

INTRODUCTION

All members of staff 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.

Sexual harassment takes many forms but whatever form it takes, it is unlawful under the Equality Act 2010 as amended. We will not tolerate it.

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 staff 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.

John Beukes has overall responsibility for the operation of this policy, but may delegate elements of implementation or decision making to Simone Garland and Hanna Veress-da Silva. Our managers will maintain an open-door policy. All of our staff have a responsibility to behave in line with the requirements of this policy.

Instances of sexual harassment or victimisation may lead to disciplinary action including termination of employment.

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.

SCOPE

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, including any overseas sites.

DEFINITIONS

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 that is related to gender reassignment or sex.

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 e.g. 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:

- a) sexual comments or jokes, which may be referred to as 'banter'
- b) displaying sexually graphic pictures, posters or photos
- c) suggestive looks, staring or leering
- d) propositions and sexual advances
- e) making promises in return for sexual favours
- f) sexual gestures
- g) intrusive questions about a person's private or sex life or a person discussing their own sex life
- h) sexual posts or contact in online communications including on social media
- i) spreading sexual rumours about a person
- j) sending sexually explicit emails, text messages or messages via other social media
- k) unwelcome touching, hugging, massaging or kissing

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. It is not necessary for the person to have done the protected act in order for detrimental treatment to be considered as victimisation.

The protected acts are:

- a) making a claim or complaint under the Equality Act 2010 (for example, for discrimination or harassment)
- b) helping someone else to make a claim by giving evidence or information in connection with proceedings under the Equality Act 2010
- c) making an allegation that someone has breached the Equality Act 2010, or
- d) doing anything else in connection with the Equality Act 2010

Examples of victimisation may include:

- a) Failing to consider someone for promotion because they have previously made a sexual harassment complaint
- b) Dismissing someone because they accompanied a colleague to a meeting about a sexual harassment complaint
- c) Excluding someone from work meetings because they gave evidence as a witness for another employee as part of an employment tribunal claim about harassment.

CIRCUMSTANCES WHICH ARE COVERED

This policy covers behaviour which occurs in the following situations:

- a) a work situation
- b) a situation occurring outside of the normal workplace or normal working hours which is related to work, for example, a working lunch, a business trip or social functions
- c) outside of a work situation but involving a colleague or other person connected to the Company, including on social media
- d) against anyone outside of a work situation where the incident is relevant to your suitability to carry out the role.

WHAT TO DO IF YOU ARE SUBJECT TO SEXUAL HARASSMENT OR VICTIMISATION

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 from our office or on BrightHR.

Informal complaint

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.

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.

In addition, you may also choose to raise concerns during your regular communication with your manager, for example, in a 1-2-1 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.

Formal complaint

Where the informal approach fails or you do not wish to use the informal procedure, you should bring the matter to the attention of Hannah Veress-da Silva as a formal written complaint and again your confidential helper can assist you in this.

If possible, you should keep notes of what happened so that the written complaint can include:

- a) the name of the alleged harasser;
- b) the nature of the alleged harassment;
- c) the dates and times when the alleged harassment occurred;
- d) the names of any witnesses; and
- e) any action already taken by you to stop the alleged harassment.

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

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. 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.

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

You have the right to appeal against the findings of the investigator. If you wish to appeal, you must inform Hanna Veress-da Silva within five working days. 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 attended the first meeting (unless the most Senior Manager attended that meeting).

Following the appeal meeting, you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

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.

You will not be victimised for having brought a complaint.

WHAT TO DO IF YOU WITNESS SEXUAL HARASSMENT OR VICTIMISATION

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.

If reporting the incident, you should bring the matter to the attention of Hannah Veress-da Silva in writing. Alternatively, you can report instances of sexual harassment by emailing hannah.veress@care-dynamics.com or by visiting our office.

Your concerns will be handled by Hannah Veress-da Silva, who will sensitively talk to the person subject to sexual harassment to determine how they want the matter to be handled.

THIRD-PARTY SEXUAL HARASSMENT

Third-party sexual harassment occurs when one 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 customers, suppliers, members of the public, i.e. service users, family members of service users..

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.

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.

In order to prevent third-party sexual harassment from occurring, we will:

THE FOLLOWING ARE EXAMPLES AND SHOULD BE AMENDED TO REFLECT YOUR ORGANISATION

- **inform third-parties i.e. service users of our zero-tolerance sexual harassment policy within our supplier documentation**

If you have been subjected to third-party sexual harassment, you are encouraged to report this as soon as possible to Hanna Veress-da Silva.

Should a customer sexually harass a member of our workforce, we will **warn the client or customer about their behaviour/ban the customer**. Any criminal acts will be reported to the police.

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

DISCIPLINARY ACTION

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.

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.

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.

TRAINING

We provide training to all our staff on sexual harassment to ensure there is a clear understanding of, amongst other things, what sexual harassment is and how it may occur, 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 and that acts of harassment will be dealt with under the disciplinary procedure potentially resulting in dismissal.

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.

- 1) We will regularly review the effectiveness of our training.

We provide refresher training as appropriate.

EMPLOYEE ASSISTANCE PROGRAMME

We would like to remind you that further support is available by contacting our Employee Assistance Programme, a confidential 24-hour telephone counselling service, which can be accessed on Bright HR.

As part of our Employee Assistance Programme, you also have access to an online wellbeing tool, Wisdom AI, which you can use to find fast answers to any wellbeing questions you have. You can access Wisdom AI at any time via the Health Assured portal. The link in the menu bar will take you directly to the Wisdom AI homepage, where you can ask your question. More details of this service are available from BrightHR.

Domestic Abuse Policy

INTRODUCTION

Domestic abuse includes, but is not limited to, controlling, coercive, threatening behaviour, violence or abuse. It can be physical, emotional and/or psychological abuse, as well as financial, and can take place in person or through digital means. The abuse is usually between adults who are, or have been, in an intimate relationship or family members. Domestic abuse is usually a pattern of behaviour although it can be a one-off event. We recognise that any member of our workforce could be subject to domestic abuse, and in some cases, the victim may not realise that the behaviour displayed towards them is abuse. Research shows that those who are experiencing domestic abuse are targeted at work.

It can occur at any time in a person's life, though may be triggered by specific events or become more extreme or frequent as a result of those events.

The purpose of this policy is to set out that the Company will treat domestic abuse seriously and how the Company aims to provide a safe and supportive workplace environment to employees who are experiencing domestic abuse.

It applies to the Company's employees (permanent and temporary), workers, agency workers and self-employed contractors.

IMPACT OF DOMESTIC ABUSE AT WORK

The Company is aware that the challenges that domestic abuse victims face can manifest themselves in problems such as chronic absenteeism or lower productivity.

We recognise that domestic abuse does not occur only within the home and an employee can experience domestic abuse:

- through threatening visits, phone calls and emails from the perpetrator while they are at work or
- when travelling to and from work.

Colleagues can experience threatening or intimidating behaviour from the perpetrator of the abuse.

MANAGEMENT SUPPORT

If an employee confides in a Manager that they are being subjected to domestic abuse, that Manager must treat all conversations as confidential. However, the manager should not get involved in the situation themselves by, for example, confronting someone accused of being abusive. The Manager's role is primarily to help the employee find expert help and be supportive of the employee.

The manager should encourage the employee to seek expert help. This could include reporting incidences to the police or seeking help from a specialised organisation. The manager should encourage the employee to make contact personally with such organisations instead of making contact themselves. A list of organisations can be found at the end of this policy.

Employees should be reminded of their access to the Employee Assistance Programme, a confidential telephone counselling service offered by the Company where they can talk to a trained counsellor about their circumstances. Employees can access this by accessing online resources or calling the number provided. 0800 047 4097 and online at healthassuredeap.com – sign in and password

If employees do not feel comfortable raising their circumstances with their Manager, they are also able to speak to another colleague or insert job role as a chosen contact.

Managers or chosen contact, should also be supportive of the employee and should not ask for proof of abuse.

Support could include, but is not limited to:

- regularly checking in with the employee
- permitting use of company equipment to search for online assistance or to speak to an expert who can help
- ensuring websites of organisations who can offer assistance are accessible from work equipment i.e. are not blocked under an internet usage policy
- allowing the employee time off to visit one of the advice organisations, the police or a doctor or to address concerns, such legal, financial or housing
- adjusting targets to reduce any undue pressure on the employee
- diverting phone calls if the perpetrator is attempting to call the employee at work
- ensuring there is no public access to the workplace where possible
- agreeing code words or hand signals to be used during a telephone or video call to signal that the employee is in a threatening situation, and what action needs to be taken when one is used
- a salary advance to a bank account other than that which is normally used.

IF A MANAGER SUSPECTS AN EMPLOYEE IS A VICTIM OF DOMESTIC ABUSE

Managers will receive training in how to recognise the signs that an employee may be experiencing domestic abuse, including silent signals that can be used during a video conference with employees working remotely, and also ways to support the employee.

Signs could include:

- Sudden changes in behaviour or quality of work
- Changes in the way an employee dresses e.g. excessive clothing on a hot day or changes in the amount of make-up worn

If a Manager suspects that an employee is being subjected to domestic abuse, but has no evidence, then great care must be taken. The manager should give the employee an opportunity to confide but should not question the employee or put any undue pressure on the employee to discuss the situation.

Great care should be taken when the employee in question works at home because the perpetrator of the abuse may be monitoring communication or be in earshot of video or telephone calls.

If an employee is clearly distressed but will not confide in the manager then the manager should suggest that the employee contacts the Employee Assistance Programme, the HR department or some other suitable person.

On some occasions a colleague or friend of an employee might confide in a manager that an employee is being subjected to domestic abuse. It must be realised that this information might be incorrect, hence care should be taken. The manager should give the employee an opportunity to confide but should not question the employee or put any undue pressure on the employee to discuss the situation.

IF BOTH THE VICTIM AND THE PERPETRATOR ARE EMPLOYED BY THE COMPANY

In cases where both the victim and perpetrator of domestic abuse work for the Company, we will take appropriate action including:

- considering utilising different work locations both within the building at which the employees work, or another of our work locations, working hours, shift patterns etc.
- minimising the potential for the perpetrator to use their position or work resources to find out details about the whereabouts of the victim.
- offering impartial support and where possible ensure both the victim and perpetrator have different supervisors who are able to provide appropriate information to each party.

IMPACT ON PERFORMANCE

If an employee is underperforming it is important to make that employee aware of the concerns about performance.

The company will make reasonable efforts to consider all aspects of the employee's situation to support them through a challenging time. The manager should agree reasonable targets with the employee and provide any necessary support. If the poor performance continues and the employee does not appear to be able to improve their performance at work notwithstanding the support given, further discussions will be held with the employee.

Although the use of formal procedures e.g. disciplinary or capability is not prohibited, this should be a last resort.

CONFIDENTIALITY

There are some circumstances in which confidentiality cannot be assured. These occur when there are concerns about children or vulnerable adults or where the Company needs to act to protect the safety of employees. In these circumstances the manager will discuss with the employee the reason for disclosing any information to a third party and will seek the employee's agreement where possible.

All records concerning domestic abuse will be kept strictly confidential and in line with our obligations under the Data Protection Act 2018. Improper disclosure of information i.e. breaches of confidentiality by any member of staff will be taken seriously and maybe subject to disciplinary action.

LIST OF ORGANISATIONS THAT CAN PROVIDE ADVICE AND ASSISTANCE

General

National Domestic Abuse Helpline - 0808 2000 247 (Freephone and 24 hour) / www.nationaldahelpline.org.uk
 Citizens advice bureau - www.adviceguide.org.uk
 National centre for domestic violence – 0800 970 2070 / www.ncdv.org.uk
 Galop: 0800 999 5428 / www.galop.org.uk

For Women

Women's aid - www.womensaid.org.uk
 Scottish Women's aid – 0800 027 1234 / www.scottishwomensaid.co.uk
 Welsh Women's aid - 0808 8010800 / www.welshwomensaid.org
 Jewish Women's Aid - 0800 591203 / www.jwa.org.uk
 Shakti Women's Aid (Scotland) - 0131 475 2399 / shaktiedinburgh.co.uk
 Refuge - 0800 2000 247 / www.refuge.org.uk
 Southall Black Sisters - 020 8571 9595 / www.southallblacksisters.org.uk
 Muslim Women's Helpline - 020 8904 8193 or 020 8908 6715 / www.mwnhelpline.co.uk
 IKWRO: Women's rights organisation for Middle Eastern and Afghan women - 020 7920 6460 / ikwro.org.uk

For Men

ManKind Initiative: 01823 334 244 / www.mankind.org.uk
 Respect Men's Advice Line: 0808 801 0327 / www.respect.uk.net

The Dyn Project (Wales): 0808 801 0321 / www.dynwales.org

For perpetrators

Respect: 0808 802 4040 / www.respect.uk.net

Equality, Inclusion and Diversity Policy

STATEMENT OF POLICY

The terms equality, inclusion and diversity are at the heart of this policy. 'Equality' means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. 'Inclusion' means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. 'Diversity' means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our employees are valued and treated with dignity and respect. We want to encourage everyone in our business to reach their potential.

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

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

We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.

The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.

The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.

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

RECRUITMENT AND SELECTION

The recruitment and selection process is crucially important to any equality, inclusion and diversity policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.

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

Job descriptions, where used, will be revised to ensure that they are in line with this policy. Job requirements will be reflected accurately in any personnel specifications.

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

We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.

All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.

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

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

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

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

Selection decisions will not be influenced by any perceived prejudices of other staff.

TRAINING AND PROMOTION

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

All promotion will be in line with this policy.

MONITORING

We will maintain and review the employment records of all employees in order to monitor the progress of this policy.

Monitoring may involve:

the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;

the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and

recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.

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

MATERNITY POLICY

INTRODUCTION

All pregnant employees are entitled to a total of 52 weeks' maternity leave, irrespective of their length of service. We have set out below all of your rights and obligations should you become pregnant. We would ask that you notify us as soon as possible of your pregnancy so that we can ensure you are fully aware of all your entitlements and obligations and also so that we can take any necessary steps to ensure the health and safety of both yourself and your unborn child whilst you are at work.

ANTE-NATAL CARE

You are entitled to paid time off during normal working hours to receive ante-natal care. Ante-natal care can include not only medical examinations, but also relaxation and parent-craft classes.

Other than for the first appointment, you must produce both a certificate confirming that you are pregnant and an appointment card (or similar document) from a registered medical practitioner, or a registered midwife, in the case of medical examinations or relaxation classes, or from a registered health visitor in the case of parent-craft classes, showing that an appointment has been made.

MATERNITY LEAVE

You are entitled to the following maternity leave; 52 weeks' in total, broken down as follows:

- 26 weeks' Ordinary Maternity Leave. You are not permitted to work for 2 weeks' immediately after your baby is born, this is called Compulsory Maternity Leave.
- Additional Maternity Leave that starts immediately after Ordinary Maternity Leave and continues for a further 26 weeks'.

Maternity leave can commence at any time after the 11th week before the expected week of childbirth, and may commence as late as the day after the birth of your baby. In order to take advantage of the right to maternity leave you must give us the proper notifications. These are outlined below under the heading 'Notice Requirements'.

NOTIFICATION REQUIREMENTS

We would urge you to notify us as soon as possible of your pregnancy to enable us to ensure that, where appropriate, any reasonable steps are taken to ensure the safety of yourself and your unborn child and that you are not subject to any unnecessary risks.

To qualify for maternity leave you must, no later than the end of the 15th week before the expected date of childbirth or, if that is not reasonably practicable, as soon as is reasonably practicable notify us, in writing of the following:

- a) your pregnancy;
- b) expected week of childbirth (EWC); and
- c) the date on which you intend your ordinary maternity leave period to start.

In addition, you must supply us with a copy of your MATB1 form from a registered medical practitioner or registered midwife stating the EWC.

If you wish to vary the date on which you intend your OML to start, you must notify us of the new date at least 28 days' before the new date or, if that is not reasonably practicable, as soon as is reasonably practicable.

COMMENCEMENT OF LEAVE

The earliest date that you can start maternity leave is the beginning of the 11th week before the EWC.

The latest date that you may work up to is the birth of your child unless your leave is triggered by pregnancy related absence (see below).

Compulsory maternity leave commences on the day after the childbirth occurs. Its purpose is to ensure that you have at least 2 weeks' leave after the birth of your baby.

There are two incidences in which the maternity leave period is triggered automatically:

- 1) Where childbirth occurs before the maternity leave period would otherwise commence.

In the event of premature birth you are not required to notify us of the date on which you intend to take your leave, but must inform us as soon as is reasonably practicable after the birth, of the date on which you gave birth.

Your maternity leave period will begin automatically on the day following the date of the birth.

If you are absent from work, wholly or partly due to your pregnancy, after the beginning of the fourth week before the EWC.

If you are absent from work after the beginning of the fourth week before the EWC, wholly or partly due to your pregnancy, then again you must notify us as soon as reasonably practicable that you are absent for that reason and the date on which your absence began. Your maternity leave period will begin automatically on the day following the first day of such absence.

Once you notify us of the date on which you intend to commence your maternity (or have commenced) we will write to you within 28 days', notifying you of the date on which you are due to return to work after the end of your additional maternity leave.

CHANGING YOUR RETURN TO WORK DATE

If you decide to return to work before the end of the date notified for additional maternity leave you must give us at least 8 weeks' notice of the new date on which you intend to return. For example, if you only wish to take the 26 weeks' ordinary maternity leave or the 39 weeks' paid maternity leave, you must give us 8 weeks' notice of your intended return date. If you attempt to return to work without giving the required notice we will postpone your return to a date that will ensure that there has been 8 weeks' notice of that return, or the original date of return, whichever is the lesser period of time.

RETURNING TO WORK

If you are returning to work at the end of additional maternity leave, you simply present yourself for work at the end of that period.

If you return to work at the end of your ordinary maternity leave you are entitled to return to the same job, with the same terms and conditions, in which you were employed before your absence.

If you return to work after a period of additional maternity leave, you are entitled to return to the same job in which you were employed before your absence or, if that is not reasonably practicable, to another job which is both suitable and appropriate for you in the circumstances on terms no less favourable.

KEEPING IN TOUCH DAYS

You may by mutual agreement, work for up to 10 days' during your maternity leave period (but not during the compulsory maternity leave period) without losing statutory payments for that week, or ending your entitlement to leave.

For this purpose any work carried out on any day, even just an hour's work, is deemed to constitute "a day's work". Any days' work done under this provision will not have the effect of extending the total duration of the maternity leave period.

Payment in respect of these 'keeping in touch' days will be agreed beforehand.

MATERNITY PAY

Dependent upon your length of service, you may be entitled to Statutory Maternity Pay. If you do not qualify for such a payment, you may, dependent upon your circumstances, be eligible to receive allowances from the appropriate government departments.

Eligibility

You will qualify for Statutory Maternity Pay (SMP) if you meet the following criteria:

- a) you have been continuously employed with us for at least 26 weeks' continuing into the 15th week before the week the baby is due.
- b) your average weekly earnings are not less than the lower earnings limit relevant for National Insurance purposes.
- c) you are still pregnant at the 11th week before the EWC or have given birth by that time.
- d) you have complied with the relevant notification requirements, as detailed above.

Length of Pay Period

The period for which SMP may be paid is called the maternity pay period. The maternity pay period may start at any time from the start of the 11th week before the EWC and can continue for up to 39 weeks', even if you do not intend to return to work.

The starting date of the maternity pay period will usually be agreed between the employer and the employee however the final decision is yours. The maternity pay period and SMP can start on any day of the week. However:

- a) if you work up to the birth, the maternity pay period and SMP will start from the day following the date of the birth;
- b) if you are absent from work because of a pregnancy related reason on, or after, the start of the fourth week before the EWC, the maternity pay period will start on the day following the first day you are off work for that reason; and
- c) if you are absent on sick leave with an illness which is not pregnancy related, the maternity pay period will start as notified or from the date following the date of birth whichever is the earlier.

Amount of Payment

Payment will be made at the rate of 90% of your normal salary (or standard rate SMP whichever is the greater) for the first 6 weeks' of leave and then up to 33 weeks' at the Standard Rate SMP.

The baby is born early or late

If your baby is born before the maternity pay period is due to start, the pay period will begin from the day following the date of birth.

If your baby is born before you have given us a maternity certificate, you must, if reasonably practicable, provide us with medical evidence of the date the baby was born within 28 days'.

If your baby was born early and the maternity pay period has started, SMP will be paid in the normal way until the liability ends as if the baby had been born in the EWC.

If the baby is born after the EWC, the maternity pay period is not affected.

The baby is stillborn

In the unfortunate event that a baby is stillborn before the 25th week of the pregnancy, i.e. earlier than the 16th week before the EWC, SMP is not payable.

If a baby is stillborn after the start of the 16th week before the EWC, SMP will be paid as it would for a live birth.

PATERNITY POLICY

INTRODUCTION

If your partner becomes pregnant or you are jointly adopting a child with another person and have designated yourself as the secondary adopter, you may be entitled to take time off work for various reasons, and this policy explains what your rights are.

This policy applies where the expected date of childbirth is after 6 April 2024, or the expected date of adoption placement is on or after 6 April 2024. Where the expected date of childbirth or the expected date of adoption placement is earlier than these dates, our previous paternity leave policy will apply to you.

ANTE-NATAL/ADOPTION APPOINTMENTS

You have the right to take time off to accompany your partner to ante-natal appointments or adoption appointments. This applies from the start of your employment.

In relation to a birth, you must be the father of the child; or the husband, civil partner or partner of the mother. An ante-natal appointment is one which has been made on the advice of a registered medical practitioner, nurse or midwife.

In relation to an adoption, you must be adopting the child jointly with another person. If you are a sole adopter, you may have separate rights to time off for appointments.

Under this right, you are entitled to take time off to attend a maximum of 2 ante-natal/adoption appointments, to a maximum of 6.5 hours per appointment. This time is unpaid.

You will need to provide a declaration relating to your eligibility and, amongst other things, state the date and time of the appointment. We have a form you can use for this which is available from the Care Dynamics office.

The right applies whether the baby was conceived naturally or via donor insemination.

ELIGIBILITY FOR PATERNITY LEAVE

You must have been continuously employed by us for a period of at least 26 weeks by the end of the 15th week before the expected week of the child's birth or, in the case of an adopted child, for at least 26 weeks leading into the week in which the adopter is notified of being matched with a child.

You must be the father of the child, or be married to, or the civil partner or "partner" of, the child's mother or adopter. "Partner" in relation to a child's mother or adopter means a person, whether of a different sex or the same sex, who lives with the mother, or adopter, and the child in an enduring family relationship but is not a relative of the mother or adopter (a relative is defined as a parent, grandparent, sister, brother, aunt or uncle).

You must have, or expect to have, responsibility for the upbringing of the child.

Only one period of leave is available even if more than one child is born as a result of the same pregnancy or adopted as part of the same arrangement.

COMMENCEMENT AND DURATION OF LEAVE

Leave may only be taken during the period beginning with the date of the child's birth or placement and ending 52 weeks after that date or, in a case where the child is born before the first day of the expected week of birth, 52 weeks after that day.

Subject to the above, you can choose to begin your leave:

- a) on the date on which the child is born/placed with the adopter;
- b) from a specified chosen number of days after the date of the child's birth/placement (whether this is earlier or later than expected); or
- c) from a specified predetermined date which is later than the first day of the expected week of the child's birth/expected date of placement.

Leave can start on any day of the week and you can choose to take:

- a) one week of leave
- b) two consecutive weeks of leave or
- c) two non-consecutive single weeks of leave.

During paternity leave you are entitled to the benefit of your normal terms and conditions of employment, except wages or salary, and you are bound by any obligations arising under those terms and conditions except in so far as they are inconsistent with the right to paternity leave.

Where possible, you should book and take your annual leave entitlement in the current holiday year. However, if you are unable to take all of your statutory minimum entitlement to annual leave because you were on paternity leave, you are entitled to carry over untaken annual leave into the following leave year.

NOTIFICATION REQUIREMENTS

Birth - Notice of entitlement

First, you must give us notice of your entitlement to take paternity leave in or before the 15th week before the expected week of the child's birth.

- 1) The notice must specify the expected week of birth and must include a signed declaration that:
 - a) you are either the father of the child or married to or the partner of the child's mother, but not the child's father;
 - b) if you are the father, that you have or expect to have responsibility for the upbringing of the child; and
 - c) if you are the mother's husband or partner but not the child's father, the main responsibility (apart from any responsibility of the mother) for the upbringing of the child.

Birth - Notice of leave

Then, once you have chosen the dates of each occasion of your paternity leave, you are required to give us a further notice, in writing, of:

- a) when you want your leave to start and
- b) the length of leave you want to take.

You must also give us a signed declaration that you are taking leave for the purpose of caring for a child or supporting the child's mother.

A form that you can use for this notification is available from **(insert details)**.

If you want to take leave starting on the date of birth, you need to give us the notice of leave at least 28 days before the first day of the expected week of the child's birth.

If you want to start your leave a number of days after the birth rather than giving an actual date, you need to give us the notice of leave at least 28 days before the day that falls that number of days after the first day of the expected week of birth. For example, if you want to start paternity leave 4 days after the birth of the child, you need to give us the notice of leave 28 days before the 4th day after the first day of the expected week of childbirth.

If you want your leave to start on a predetermined date after the first day of the expected week of the child's birth, you need to give us the notice of leave at least 28 days before that predetermined date.

Where it is not reasonably practicable for you to give notice as set out below, it should be given as soon as is reasonably practicable.

Adoption - Notice of entitlement

First, you must give us notice of your entitlement to take paternity leave no more than seven days after the date on which you were notified of having been matched with a child.

The notice must specify:

- a) the date on which you were notified of having been matched with the child,
- b) the date on which the child is expected to be placed with you or, where the child has already been placed for adoption, the date of placement.

You must also give us a signed declaration that:

- a) you are either married to or the partner of the child's adopter; and
- b) you have, or expect to have, the main responsibility (apart from the responsibility of the adopter) for the upbringing of the child.

Adoption - Notice of leave

Once you have chosen the dates of each occasion of your paternity leave, you are required to give us a further notice, in writing, no more than seven days after the date on which you were notified of having been matched with a child of:

- a) when you want your leave to start and
- b) the length of leave you want to take.

You must also give us a signed declaration that you are taking leave for the purpose of caring for a child or supporting the child's adopter.

Forms that you can use for the various notification requirements are available from our Care Dynamics office.

Changing your mind about dates of leave – birth and adoption

You may change your mind about the date on which you want your leave to start or end, or cancel the period of leave chosen, providing you notify us in writing. The notice must be given by whichever is the earlier of at least 28 days before the original date of leave or the new date of leave, unless this is not reasonably practicable. If you give us notice to vary a period of paternity leave, you must also give us a signed declaration as to the purpose of the absence.

Required changes to dates of leave – birth and adoption

If you have chosen to start a period of paternity leave on a particular predetermined date, and the child has not been born/is not placed with the adopter on or before that date, you must change the date you want paternity leave to start and give us notice of the new date. This notice must contain a signed declaration as to the purpose of the absence.

Telling us the date of birth/placement

You must give us a further notice, in writing, as soon as is reasonably practicable after the child's birth or placement for adoption, of the date on which the child was born or placed, if the date of placement was not provided in the notice of intention to take paternity leave.

PATERNITY PAY

You may be entitled to Statutory Paternity Pay (SPP) if you meet the eligibility criteria.

Eligibility

You will qualify for SPP if you meet the following criteria:

- a) you have been continuously employed with us for at least 26 weeks' continuing into the 15th week before the week the baby is due/the week in which you were notified of having been matched with a child and remain employed by us at the date of birth/placement.
- b) your average weekly earnings are not less than the lower earnings limit relevant for National Insurance purposes.
- c) you have the prescribed relationship with the child and the mother/adopter.
- d) you intend at the start of the paternity pay period to care for the child or support the mother.

Length of Pay Period

The paternity pay period is a maximum of 2 weeks to be payable for the duration of your paternity leave.

Amount of Payment

Payment will be made at the standard rate for the duration of paternity leave. Your line manager will confirm the rate of pay to you.

RETURNING TO WORK

If you return to work following an isolated period of paternity leave; or a period of parental leave of no more than four weeks, you are entitled to return to the job in which you were employed before the absence. In addition, seniority, pension and similar rights should be as they would have been had the absence not occurred, and other terms and conditions should not be less favourable than those which would have applied had the absence not occurred.

SHARED PARENTAL LEAVE

You may be entitled to take shared parental leave if both you and your partner meet the eligibility criteria. Shared parental leave enables you and your partner to divide almost a year's leave between you after the child is born/adopted and gives you more flexibility over who will take leave and when. If you choose to take shared parental leave, you are still entitled to take paternity leave.

If you would like more information on shared parental leave, please speak with your line manager.

PARENTAL LEAVE POLICY

INTRODUCTION

The purpose of parental leave is to care for a child. This means looking after the welfare of the child and that can include making arrangements for the good of the child. Caring for a child does not necessarily mean being with the child 24 hours a day. The leave might be taken simply to enable parents to spend more time with young children. The following are examples of the way leave might be used:

- a) spend more time with the child in early years;
- b) accompany the child during a stay in hospital;
- c) investigate new schools;
- d) settle the child into new child care arrangements; or
- e) enable the family to spend more time together, for example, when taking the child to stay with grandparents.

Parental leave is unpaid. The right to statutory parental leave is an individual right so both parents are entitled to statutory parental leave for each child, i.e. a parent with two children under the age of eighteen would be entitled to a total of 36 weeks parental leave (2 x 18 weeks).

ELIGIBILITY AND ENTITLEMENT

To qualify for parental leave you must have completed one year's continuous employment with us.

You are entitled to take up to 18 weeks' unpaid parental leave up to the child's 18th birthday (subject to a maximum of four weeks in any one year).

NOTIFICATION REQUIREMENT

You must make your request for parental leave a minimum of 21 days before you would like the leave to start. You must give notice of the exact day on which you wish your parental leave to start.

Fathers who wish to take parental leave straight after the baby is born or prospective adoptive parents who want to take parental leave straight after the child is placed with them for adoption must give 21 days' notice of the expected week of childbirth or the expected week of adoption.

Leave cannot be taken in blocks of less than a week (unless the child is disabled) and you cannot take more than four weeks leave in respect of any individual child during a particular year.

If the child is disabled you will have the flexibility to take leave a day at a time if you wish.

DEALING WITH YOUR REQUEST

We may postpone your request for parental leave when the leave would, in our view, unduly disrupt the operations of the business, or organisation, or if you do not give the appropriate notice. If we do feel it necessary to postpone the date upon which the leave is taken we will supply in writing and within seven days of receipt of your request, our reasons as to why the leave has been postponed.

We will not delay the leave for more than six months.

We will not postpone parental leave in respect of a father wanting leave immediately after the birth of a child, or for individuals who require leave immediately after the date that an adoptive placement takes place, as long as the appropriate notice requirements are given.

We may ask for evidence to support your request for the parental leave.

Parental leave is an individual right and is not transferable, this means that both parents will be able to take up to 18 weeks' leave if both are working, but they will not be able to add together their leave entitlements so that one parent can take more than 18 weeks and the other less.

RIGHT TO RETURN

If you return to work after an isolated period of parental leave lasting four weeks or less, or after a period of parental leave lasting four weeks or less which consecutively followed another period of statutory leave (e.g. holidays, paternity leave etc.) and which did not include any period of additional maternity leave, or additional adoption leave, you are entitled to return to the job in which you were employed before your absence.

If you return to work after a period of parental leave lasting more than four weeks, or after a period of parental leave lasting four weeks or less, which did consecutively follow a period of additional maternity leave or additional adoption leave, you are entitled to return from leave to the job in which you were employed before the absence or, if that is not reasonably practicable, to another job which is both suitable and appropriate for you in the circumstances.

SHARED PARENTAL LEAVE

INTRODUCTION

Shared Parental Leave will allow you to take leave in a much more flexible manner to care for your child(ren) and allows you to take a period of leave much earlier than under the maternity and paternity provisions.

ELIGIBILITY FOR SHARED PARENTAL LEAVE

If you meet the following criteria you are eligible for Shared Parental Leave:

- a) 26 weeks service at the 15th week prior to expected week of childbirth (the qualifying week), or notification of a match in terms of adoption, and still be employed by us in the week before any shared parental leave is due to start;
- b) have a partner who has worked (employed/self-employed) for 26 of the 66 weeks prior to the EWC/placement week and who has earned on average at least £30 per week in any 13 weeks;
- c) Share the primary responsibility for the child with the other parent at the time of the birth/adoption;
- d) Have properly notified us of their entitlement and have provided the necessary declarations and evidence.

HOW MUCH SHARED PARENTAL LEAVE CAN BE TAKEN

You can decide how you wish to split Shared Parental Leave provided that your partner takes her compulsory maternity leave entitlement because this is a legal requirement. The remaining 50 weeks of leave can be split as decided by employees (subject to our approval in certain circumstances). Leave must be taken in minimum blocks of one week. Leave must end 52 weeks after the date leave started.

Partners (i.e. baby's father/mother's husband/mother's civil partner/mother's partner) are still entitled to take 2 weeks Ordinary Paternity Leave subject to qualifying conditions.

BOOKING LEAVE

You must submit various notices in order to take Shared Parental Leave:

- a) the mother or primary adopter must provide a Curtailment Notice to end Statutory Maternity or Adoption Leave. This must be given after the 11th week prior to the EWC but at least 8 weeks prior to the start date of the first period of Shared Parental Leave;
- b) You must provide a Notice of Entitlement setting out both their eligibility, and their partners eligibility to take Shared Parental Leave;
- c) You must submit an approximate indication of how periods of Shared Parental Leave will be taken;
- d) You must provide the following details if requested within 14 days of such request;
 - (i) In relation to a birth, the birth certificate and their partner's employer's details;
 - (ii) In relation to an adoption, the name and address of the adoption agency; the date that the employee was notified of having been matched for adoption with the child; and the date on which the adoption agency expects to place the child with the employee.
- e) You must submit a Period of Leave Notice in order to book a period of shared parental leave, giving at least 8 weeks written notice of the period of leave. The Period of Leave Notice must contain the start and end date of the leave requested. A Period of Leave Notice may notify details of one period of leave, or more than one period of leave.

The Curtailment Notice may only be revoked in limited circumstances. A Period of Leave may be amended providing that the amendment notice is given at least 8 weeks before leave starts/was due to start.

Period of Leave Notices, and amendments to Period of Leave Notices, may only be submitted on a maximum of 3 occasions.

ACCOMMODATING THE NOTIFICATIONS/REQUESTS

If you request one continuous block of leave in a Period of Leave Notice, you are entitled to take this period of leave.

However, if you request more than one period of leave i.e. discontinuous blocks of leave in one Period of Leave Notice, we reserve the right to refuse this request. Discontinuous leave is, for example, where a period of 6 weeks Shared Parental Leave is requested, then you return to work for a period of 4 weeks and then take a further 6 weeks of Shared Parental Leave.

When discontinuous leave is requested, we will arrange to discuss the request with you. The outcome of the request will be one of the following:

- a) Agreement to the request;
- b) Proposal of alternative leave dates; or
- c) Refusal of the request.

Should we refuse a request, the default provisions will apply which means you are able to withdraw the request. If the request is not withdrawn, the leave requested will be taken one continuous block, rather than in discontinuous blocks.

WORKING DURING SHARED PARENTAL LEAVE

During Shared Parental Leave, you may work for up to 20 days without statutory payments being affected. These days are called SPLIT days i.e. Shared Parental Leave In Touch days. We recognise the benefit of SPLIT days and encourage you to use them, however, they are optional and you are not obliged to use them and we are not obliged to permit them.

You will be paid at normal rate for work on a SPLIT day. Any work done on one day will count as one SPLIT day.

SHARED PARENTAL PAY

Shared Parental Pay (SHPP) can be paid to both parents to a maximum of 39 weeks in total. This includes any Statutory Maternity or Adoption pay, and will be decided between the parents.

Only 37 weeks of paid leave will be shared to allow for the mother to take 2 weeks Compulsory Maternity Leave.

To be eligible to receive SPP, you must:

- a) have been continuously employed for at least 26 weeks up to and including the “qualifying week” (the 15th week prior to the expected week of childbirth or placement for adoption).
- b) have average earnings not less than the lower earnings limit for the payment of national insurance contributions in the 8 weeks prior to the qualifying week.
- c) comply with the notification requirements.

HOLIDAYS AND BENEFITS

We encourage you to take any outstanding annual leave due in the current holiday year before the commencement of Shared Parental Leave, or during periods of work in between periods of Shared Parental Leave.

You will continue to receive all contractual benefits (with the exception of salary) during Shared Parental Leave.

CONTACT WHILST AWAY FROM WORK

For the benefit of both parties, we encourage communication during periods of leave. You should agree with your manager (before leave is due to start) the level of contact and how you would prefer to be contacted (phone call, letter, home visit, workplace visit etc.). The Company reserves the right in any event to maintain reasonable contact from time to time with you.

Near the end of your leave period, a manager may contact you. This may be to discuss plans for return to work, to discuss training that may be available, or simply to update you on developments at work during the absence.

If there are any business changes that impact your role whilst on leave, you will be considered in the same way as any other employee and this will be communicated with you.

RIGHTS ON OR AFTER RETURNING FROM SHARED PARENTAL LEAVE

After Shared Parental Leave, provided the total amount of leave taken by you (including maternity leave) does not exceed 26 weeks, you are entitled to return to the same job on the same terms and conditions of employment as if they had not been absent.

When you are considering your return to work, for reasons of childcare, you may request a change to your previous working arrangements. Any such request will be considered in line with the operational requirements of the Company and there is no automatic right to return to work on altered conditions.

SURROGACY AND SHARED PARENTAL LEAVE/PAY

If you are an intended parent in a surrogacy arrangement who intends to apply for, or has already applied for, a Parental Order and is eligible for adoption leave and pay, you may be entitled to Shared Parental Leave and Pay.

You must take at least two weeks of adoption leave before it can be curtailed. The remaining 50 weeks of leave can be split as decided by employees (subject to our approval in certain circumstances).

The above eligibility criteria apply to you.

ADOPTION LEAVE POLICY

INTRODUCTION

If you are matched for adoption with a child, you may be entitled to either adoption leave or paternity leave. One parent cannot take both periods of leave, and it is up to you to decide which you wish to take (subject to eligibility).

Where you are to take adoption leave, you are entitled to a total of 52 weeks' leave. We have set out below all of your rights and obligations should you be matched for adoption. We would ask that you notify us as soon as possible of your situation so that we can ensure you are fully aware of all your entitlements and obligations.

TIME OFF TO ATTEND ADOPTION APPOINTMENTS

You are entitled to time off to attend adoption appointments in the period between notification of a match and the date of placement. For single adopters or the primary adopter in a joint adoption, you are entitled to paid time off to attend up to 5 appointments, with a maximum of 6.5 hours per appointment. The secondary adopter in a joint adoption will be entitled to unpaid time off to attend up to two appointments.

Where the time is paid, you will be paid at your normal hourly rate for this time.

ELIGIBILITY

You are entitled to adoption leave from the commencement of employment. Adoption leave is not available in circumstances where a child is not newly matched for adoption, for example when a step-parent is adopting a partner's child/children. You must have notified the adoption agency of agreement to the placement and of agreement to the date of the placement.

Only one period of leave is available irrespective of whether more than one child is placed for adoption as part of the same arrangement. However, if an additional child is adopted at a later date as a separate agreement then you could qualify again for a separate period of adoption leave.

ORDINARY AND ADDITIONAL ADOPTION LEAVE

Adoption leave is divided into two categories, 'ordinary' and 'additional'. Each is for 26 weeks, with additional leave following on from ordinary adoption leave, giving 52 weeks leave in total. If you are eligible for ordinary adoption leave you will also qualify automatically for additional adoption leave.

During ordinary adoption leave you are entitled to the benefit of your normal terms and conditions of employment, except wages and salary (unless your contract of employment states otherwise). However, in the majority of cases, you will be entitled to Statutory Adoption Pay during this period.

During additional adoption leave the employment contract continues and you are entitled to the benefit of their normal terms and conditions of employment, except wages or salary (unless your contract of employment provides otherwise). However, in the majority of cases, you will be entitled to Statutory Adoption Pay during some of this period.

COMMENCEMENT OF ADOPTION LEAVE

You can choose to start your adoption leave on the date of the child's placement (whether this is earlier or later than was expected), or on a predetermined fixed date no earlier than 14 days before the expected date of placement and no later than the date of placement. Adoption leave can start on any day of the week.

NOTIFICATION REQUIREMENTS

You are required to give us notice, in writing, of your intention to take adoption leave within seven days of being notified by the adoption agency that you have been matched with a child, unless this is not reasonably practicable. The notice must specify:

- the date the child is expected to be placed with you; and
- the date you want the adoption leave to start.

You should provide documentary evidence - a "matching certificate" - from the adoption agency. The certificate will include basic information on matching and expected placement dates.

You are able to change your mind about the date on which you want your adoption leave to start providing you inform us at least 28 days in advance, unless this is not reasonably practicable.

We will write to you to notify you of the date on which you are expected to return to work if the full entitlement to adoption leave is taken, within 28 days of the date on which you notified us of your intention to take leave, or, if you have varied the date originally chosen to start adoption leave, within 28 days of the date on which adoption leave began.

RETURNING TO WORK

If you are returning to work at the end of additional adoption leave, you simply present yourself for work at the end of that period.

If you intend to return to work before the end of your additional adoption leave, you must give us at least 8 weeks' notice of the date on which you intend to return. If you do not give us 8 weeks' notice, we may postpone your return to a date ensuring that there has been 8 weeks' notice.

KEEPING IN TOUCH DAYS

You can work for up to 10 days during your adoption leave period without losing statutory payments for that week, or ending your entitlement to leave.

For this purpose any work carried out on any day, even just an hour's work, is deemed to constitute "a day's work". Any days' work done under this provision will not have the effect of extending the total duration of the adoption leave period.

Payment in respect of these 'keeping in touch' days will be agreed beforehand.

DISRUPTED PLACEMENT IN THE COURSE OF ADOPTION LEAVE

If you have begun a period of adoption leave in respect of a child before the placement of the child has taken place, and you are subsequently notified that the placement will not be made, your adoption leave period will end eight weeks after the week of that notification.

If, during adoption leave, the child dies or is returned to the adoption agency, the adoption leave period will end eight weeks after the week in which the child dies; or is returned; or at the end of the 26 week additional adoption leave period, if that is earlier.

PAY

Dependent upon your length of service, you may be entitled to statutory adoption pay (SAP). If you qualify for SAP this will be paid for the first 6 weeks at 90% of your normal weekly earnings in the 8 week period up to the date of notification of a match, with the remainder paid at the earnings related limit or the statutory rate, whichever is lower. SAP will be paid in the same way as your wages would be paid if you were not on leave. If you do not qualify for such a payment, you may, dependent upon your circumstances, be eligible to receive allowances from the appropriate government departments.

SHARED PARENTAL LEAVE AND PAY

You may be entitled to opt in to shared parental leave, sharing up to 50 weeks of leave and up to 37 weeks of pay (subject to availability). If you think you would like to take shared parental leave instead of adoption leave, please ask us for more information.

SURROGACY AND ADOPTION RIGHTS

If you are an intended parent in a surrogacy arrangement who intends to apply for, or has already applied for, a Parental Order you may be entitled to either adoption leave and pay or paternity leave and pay. One parent cannot claim entitlement to both periods of leave and pay, and it is up to you to decide which you wish to claim (subject to eligibility).

You will be entitled to take unpaid time off to accompany the surrogate mother to up to two antenatal appointments of up to 6.5 hours per appointment.

You are entitled to adoption leave from the start date of your employment. This will be for a total of 52 weeks, split in to two periods of “ordinary” and “additional” adoption leave of 26 weeks each.

You are required to give us notice, in writing, of your entitlement to take adoption leave by the 15th week before the expected week of birth. You must also notify us of the actual date of birth as soon as is reasonably practicable after birth.

You should provide documentary evidence - a statutory declaration. This document will state that you have obtained, applied for or intend to apply for a Parental Order in respect of the surrogate child and, where not received, this is expected to be made.

If you have begun a period of adoption leave in respect of a child before approval of a Parental Order, and you are subsequently notified that the application is refused, your adoption leave period will end eight weeks after the week of that notification or the end of the adoption leave period, if that is earlier.

Dependent upon your length of service, you may be entitled to Statutory Adoption Pay (SAP). If you qualify for SAP this will be paid for the first 6 weeks at 90% of your normal weekly earnings in the 8 week period leading up to the end of the 15th week before the baby is due to be born, with the remainder paid at the earnings related limit or the statutory rate, whichever is lower. SAP will be paid in the same way as your wages would be paid if you were not on leave. If you do not qualify for such a payment, you may, dependent upon your circumstances, be eligible to receive allowances from the appropriate government departments.

DUAL APPROVED PROSPECTIVE ADOPTERS AND ADOPTION RIGHTS

If you are a dual approved prospective adopter, a local authority foster parent who has a child placed with you with an expectation to adopt that child in accordance with section 22C of the Children Act 1989, you may be entitled to either adoption leave and pay or paternity leave and pay. One parent cannot claim entitlement to both periods of leave and pay, and it is up to you to decide which you wish to claim (subject to eligibility).

You are entitled to adoption leave from the start date of your employment. This will be for a total of 52 weeks, split in to two periods of “ordinary” and “additional” adoption leave of 26 weeks each.

Only one period of leave is available irrespective of whether you go on to adopt the same child or children placed with you under section 22C. However, if an additional child is placed with you under section 22C at a later date as a separate agreement then you could qualify again for a separate period of adoption leave.

You can choose to start your adoption leave on the date of the child's placement (whether this is earlier or later than was expected), or on a predetermined fixed date up to two weeks before the placement of the child and no later than the date of placement. Adoption leave can start on any day of the week.

You are required to give us notice, in writing, of your intention to take adoption leave within seven days of being notified of the child's placement by the local authority in accordance with section 22C, unless this is not reasonably practicable. The notice must specify:

- the date the child is expected to be placed with you; and
- the date you want the adoption leave to start.

If you have begun a period of adoption leave in respect of a child placed with you under section 22C, and this placement does not proceed to a formal adoption, your adoption leave period will end eight weeks after the child is removed or the end of the adoption leave period, if that is earlier.

Dependent upon your length of service, you may be entitled to Statutory Adoption Pay (SAP). If you qualify for SAP this will be paid for the first 6 weeks at 90% of your normal weekly earnings in the 8 week period leading up to the date of notification, with the remainder paid at the earnings related limit or the statutory rate, whichever is lower. SAP will be paid in the same way as your wages would be paid if you were not on leave. If you do not qualify for such a payment, you may, dependent upon your circumstances, be eligible to receive allowances from the appropriate government departments.

CARER'S LEAVE POLICY

INTRODUCTION

Employees with caring responsibilities have a statutory right to take unpaid statutory carer's leave from day one of their employment. This policy sets out the Company's stance on employees taking time off for this purpose whilst ensuring the Company's operations are not unduly affected. The term 'dependant' for these purposes is prescribed in law and replicated in this policy. Employees will not be subject to detriment for taking carer's leave.

ENTITLEMENT

You are entitled to take one working week of carer's leave per rolling 12 month period to provide care or arrange care for a dependant with a long-term care need. When you make a request, we will look back over the previous 12 months from the final (or only) day of leave that you have requested to determine your exact entitlement at that time.

You can request to take your entitlement in a continuous block or separate occurrences but each occurrence must be at least one half of your working day.

For these purposes, a week is based on the number of days you normally work in a week. If your normal working time varies from week to week, a week is your average working time in a week taken over the previous 12 months.

A dependant is defined as a:

- spouse or civil partner
- child
- parent
- person who lives in the same household but is not a tenant, lodger, boarder or employee
- person who reasonably relies on you to provide or arrange care. This could be, for example, an elderly neighbour.

A dependant has a long-term care need if:

- they have an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months,
- they have a disability for the purposes of the Equality Act 2010, or
- they require care for a reason connected with old age.

The Company recognises that people other than those listed above in relation to whom the statutory right applies may depend on you for assistance. Requests for time off in relation to these people should be made to your line manager but these will be considered separately to requests for statutory carer's leave.

You are not required to provide evidence of your eligibility in relation to a request for carer's leave.

Employees who request or take time off under this policy for reasons other than those for which the statutory right to carer's leave is intended may be subject to investigation and subsequent disciplinary proceedings.

PAY FOR TIME OFF

Time off for carer's leave is unpaid.

REQUESTS FOR CARER'S LEAVE

A request for carer's leave must be made in writing (please let Hannah Veress-da Silva know if you require any assistance with this) and must specify:

- that you are entitled to take carer's leave in terms of the person to be cared for,
- that you will take leave in order to provide or arrange care for that person,
- that you have not exceeded your entitlement, and
- the days on which you want to take leave and if the leave relates to part of a day, specify this fact.

The length of notice to be given is double the amount of time that you want to take off as carer's leave in that instance or three days, whichever is longer.

POSTPONING CARER'S LEAVE

The Company may decide to postpone your request for carer's leave for up to one month, if we reasonably consider that the operation of our business would be unduly disrupted if you took carer's leave at the time you have asked for. We will try to avoid postponement wherever possible.

The Company will consult with you before determining a new date for you to take the carer's leave requested. The new period of carer's leave will be for the same length of time as the original request.

The Company will confirm to you in writing the reason for the postponement and the new agreed date of leave, no later than whichever is earlier out of: seven days after you gave the request to the Company and the earliest day or part day of the leave originally requested.

OTHER POLICIES

You have a statutory right to take a reasonable amount of time off work to deal with emergencies involving your dependants. If you need time off in an emergency to care for a dependant, you should read our time off for dependants policy.

Your entitlement to time off on the loss of a child are set out in our policy on parental bereavement leave, including details of eligibility, pay during time off and other support available.

If you wish to make a request for parental leave to care for a child, you should read our parental leave policy.

PARENTAL BEREAVEMENT LEAVE POLICY

INTRODUCTION

The purpose of this policy is to set out the Company's stance on employee entitlements to parental bereavement leave which are effective from 6 April 2020. The Company acknowledges that the death of a child, or a stillbirth, can be one of the most harrowing experiences of someone's life. This policy explains rights to time off, pay during time off and other support offered.

ELIGIBILITY

Parental bereavement leave is available from day one of employment. It is available to employees on the death of a child under the age of 18. You may take parental bereavement leave if you fall into any one of the following categories:

- A 'natural' parent
- An adoptive parent, and those with whom a child has been placed under the 'foster to adopt' scheme, provided the placement is ongoing
- A 'natural' parent where the child has been adopted but a Court Order exists to allow the 'natural' parent to have contact with the child

- An employee who is living with a child who has entered Great Britain from overseas in relation to whom has received official notification that they are eligible to adopt
- An intended parent under a surrogacy arrangement where it was expected that a parental order would be made
- A 'parent in fact' which is someone in whose home the child has been living for a period of at least four weeks before the death and has had day to day responsibility for the child, subject to exceptions. This category includes guardians and foster parents but does not include paid carers
- The partner of anyone who falls into the above categories, where they live in an enduring family relationship with the child and their parent.

In addition, parents who suffer a stillbirth after 24 weeks of pregnancy are entitled to take parental bereavement leave.

TAKING LEAVE

A total of two weeks may be taken as parental bereavement leave and you may choose to take leave as:

- A single block of one week
- A single block of two weeks
- Two separate blocks of one week

Leave must be taken in whole weeks and can start on any day of the week. It may be taken at any time in the 56 week period following the death.

If you have suffered a stillbirth after 24 weeks of pregnancy, you are still entitled to take the full entitlement to maternity and paternity leave, provided you were eligible to take maternity or paternity leave in the first place, in addition to parental bereavement leave. Parental bereavement leave cannot be taken at the same time as maternity or paternity leave.

Where more than one child dies or is stillborn, you are entitled to two weeks of parental bereavement leave in relation to each child.

NOTIFICATION REQUIREMENTS

If leave is to be taken within the first 56 days of the death, no advance notification is needed. You should contact your Line Manager by telephone, email, or text message by the time you were due to start work on the day you wish leave to begin. If it is not possible to let us know before the leave begins, please let us know as soon as is reasonably practicable after it starts, giving the date of the death, the date on which leave will start and whether one or two weeks is to be taken.

If leave is to be taken after the first 56 days have passed since the death, one weeks' notice is required. You should contact your Line Manager by telephone or email at least one week before you wish leave to start giving the date of the death, the date on which leave will start and whether one or two weeks is to be taken.

CANCELLING OR CHANGING DATES OF LEAVE

You can cancel a period of leave that you have already told us about, as long as the period of leave has not already started. If your leave was due to start within the first 56 days of the death and you want to cancel it, you simply need to let us know, by your normal start time on the day that leave was due to start, that you no longer wish to take it. You are then free to re-arrange the leave.

If your leave was due to start once the first 56 days since the death has passed and you want to cancel it, you should let us know no later than one week prior to the intended start date.

You can also change the start date of leave by following the corresponding notice requirements above.

PAYMENT DURING LEAVE

You will qualify for statutory parental bereavement pay during leave if you meet the following criteria:

- You have been continuously employed with us for at least 26 weeks by the week prior to the week in which the child dies
- Your normal average weekly earnings are not less than the lower earnings limit relevant for national insurance purposes
- You are still employed by us on the date the child dies.

Payment will be made at the rate set by the Government each year or 90% of your average weekly earnings (whichever is lower).

In order to receive statutory parental bereavement pay, you must provide us with notice including the following information within 28 days, or as soon as is reasonably practicable, of the first day of parental bereavement leave:

- The child's name
- The date of the death or stillbirth
- A declaration that you fall into the one of the categories listed under 'Eligibility' above.

RETURNING TO WORK

Upon your return to work, you are entitled to return to the same job, with the same terms and conditions, in which you were employed before your absence unless:

- The period of leave you have taken is more than 26 weeks when added to any other period of statutory leave including maternity, paternity, adoption leave etc in relation to the same child and
- It is not reasonably practicable for you to return to the same job.

On your first day back to work, your Line Manager will set time aside to hold an informal meeting with you to discuss any arrangements regarding your return to work and any additional support we may be able to offer you.

EMPLOYEE ASSISTANCE PROGRAMME

We would like to remind you that you have access to a 24 hour telephone counselling service and we would like to encourage you to use it if you feel like you would like to talk to someone about your loss. The service can be accessed by telephone on 0800 047 4097 or online at healthassuredap.com.

As part of our Employee Assistance Programme, you also have access to an online wellbeing tool, Wisdom AI, which you can use to find fast answers to any wellbeing questions you have. You can access Wisdom AI at any time via the Health Assured portal. The link in the menu bar will take you directly to the Wisdom AI homepage, where you can ask your question. More details of this service are available from **your line Manager**.

WELLBEING POLICY

INTRODUCTION

We understand the positive impact that healthy and engaged employees make to the success of our business and that mental health will play a significant role in an employees' state of mind.

We appreciate that individuals can experience periods - sometimes prolonged periods - of poor mental health in the same way as with physical health. We commit to providing support for employees going through mental health problems because we recognise such employees can provide a substantial contribution to the success of this company.

For the purposes of this policy, the term 'mental health problem' includes mental health conditions that have been diagnosed by a medical professional as well as signs of stress and anxiety.

LEGAL OBLIGATIONS

We understand that, as a company, we must comply with health and safety legislation. We undertake to create a safe workplace in which we will actively take measures to limit risks to mental health and wellbeing.

We also acknowledge our obligations under the Equality Act 2010 in respect of making reasonable adjustments for employees suffering from a disability.

Manager Responsibilities

Where necessary, managers will invite the employee to regular private meetings and ask them to talk openly about their mental health problems. The manager will not make presumptions about how the mental health problem is impacting on the employee personally and professionally. Initial action will include checking how the employee is getting on at work, in the same manner as if the employee was suffering from a known physical health problem.

In a more general sense, managers will strive to create an environment in which employees feel capable of approaching their manager to discuss their mental health.

Employee Responsibilities

Any support required by the employee is likely to be known by the employee themselves. We actively encourage employees to be open and honest about their mental health and to inform their manager of any issues at an early opportunity to allow these to be addressed. There is also an expectation on all employees to conduct themselves in a helpful and open-minded manner towards colleagues who have mental health problems.

Behaviour which is deemed by us as being harassing or bullying in nature which is either a contributory factor to an employee's poor mental health, or is in reaction to the employee's current situation, is unacceptable and will be dealt with under our disciplinary procedure.

WELLBEING PLAN

Employee action plan

If a manager identifies a mental health issue, they will work alongside the employee to create a personal action plan that provides for proactive management of their mental health. This will support ongoing open communication between the manager and the employee and will result in mutually agreed steps being set in place that can be monitored on an ongoing basis.

The manager will ask the employee to draft the plan to ensure it meets their requirements, with medical support as necessary, and then it will be set in place with their manager. Any information in the plan, and the plan itself, will be kept confidential and reviewed on an ongoing basis by both the employee and their manager.

Workplace adjustments

We will endeavour to consider all reasonable workplace adjustments for any employee who is suffering from a mental health problem to ensure their situation does not create a barrier to actively contributing to the workplace. Once the adjustments are agreed, they will be reviewed on an ongoing basis to ensure they are having the required effect.

Occupational health referral

With the employee's consent, a referral will be made to our external occupational health expert who will undertake an assessment on the employee's current condition in order to ascertain how we may provide appropriate support to the employee.

Managing absence and return to work

Where the employee is absent by reason of their mental health concerns, their manager will communicate with the employee at regular intervals during their absence as agreed with the employee. Our sickness absence policy will apply to the employee's absence as normal, subject to any reasonable adjustments in place for the employee.

Upon the employee's return from absence, a return to work meeting will take place and any return to work plan agreed between the manager and the employee to ensure necessary steps can be taken to support the employee to remain in work.

CONFIDENTIALITY

Information concerning an employee's mental health is defined as sensitive personal information. This information will only be disclosed to others where necessary.

TRAINING

In order to be able to provide valuable support to an employee suffering from poor mental health, managers and other relevant members of staff will attend training in how to support positive mental health and how to deal with poor mental health in employees, including how to identify the signs of poor mental health in employees and how to take appropriate measures to proactively deal with it. Training will also include the taking of swift and appropriate action to discover whether the cause of the concern is work-related.

EMPLOYEE ASSISTANCE PROGRAMME

We would like to remind you that further support is available by contacting our Employee Assistance Programme, a confidential 24-hour telephone counselling service, which can be accessed on 0800 047 4097.

As part of our Employee Assistance Programme, you also have access to an online wellbeing tool, Wisdom AI, which you can use to find fast answers to any wellbeing questions you have. You can access Wisdom AI at any time via the Health Assured portal. The link in the menu bar will take you directly to the Wisdom AI homepage, where you can ask your question. More details of this service are available from **your line manager**.

ENDOMETRIOSIS SUPPORT POLICY

INTRODUCTION

Endometriosis is a condition where tissue similar to the lining of the womb starts to grow in other places, such as the ovaries and fallopian tubes. We recognise that endometriosis is a long-term condition that affects women and those assigned female at birth of any age.

The main symptoms of endometriosis are:

- pain in your lower tummy or back (pelvic pain)
- period pain that stops you doing your normal activities
- pain when going to the toilet
- feeling sick, constipation, diarrhoea, or blood in your urine
- difficulty getting pregnant
- fatigue
- heavy periods.

Endometriosis may also cause some women or those assigned female at birth to suffer from mental health issues such as depression.

As a company, we have a duty to ensure the health, safety and welfare of all of our employees under the Health and Safety at Work Act 1974. In addition, the Equality Act 2010 outlines that individuals must not be discriminated against due to any form of disability and we recognise that the symptoms of endometriosis may constitute a disability. We are committed to ensuring appropriate support and assistance is provided to any employee who suffers with endometriosis.

The purpose of this policy is to assist with creating an open and supportive workplace where managers and employees can discuss any issues associated with endometriosis, and to ensure the available support is known about and offered to employees when needed.

EMPLOYEE RESPONSIBILITIES

It is important that, as an employee, you prioritise your personal health and wellbeing. If you are struggling with any aspect of your role as a result of symptoms associated with endometriosis, you should discuss any concerns you may have with your manager, who will treat the matter with complete confidence. In order to ensure we can provide you with the best support possible we encourage you to be open in these conversations.

However, we recognise that this is a sensitive issue so if you don't feel comfortable discussing your situation with your manager, you are encouraged to speak with another senior member of staff, HR or our Employee Assistance Programme.

EMPLOYER RESPONSIBILITIES

When responding to an employee experiencing difficulties caused by endometriosis, managers will maintain an open door policy so that employees feel comfortable in approaching them. They will support you to talk openly about your current situation and will not make presumptions about how it is affecting you.

If you need additional support, we encourage you to speak to your Line Manager or a colleague.

Further external information and support is available at www.endometriosis-uk.org.

During any discussions, your manager will carefully consider your individual situation and if any adjustments can be made. Your individual needs will be addressed sensitively and confidentiality will be maintained.

Managers will also arrange regular welfare meetings with you to discuss any support you may need, including any adjustments that may benefit you and to evaluate the effectiveness of any adjustments already put in

place.

We will explore making adjustments to your role or working environment with the aim of reducing the effect that endometriosis is having on you at work. We acknowledge that endometriosis affects each individual in different ways so no adjustment will be made without fully discussing it with you first.

Examples of adjustments we may consider include:

- conducting a risk assessment to identify any particular areas that are a detriment to individuals suffering with endometriosis
- assessing how work is allocated and whether additional support can be provided at particular points of the month
- additional rest breaks
- considering flexible or hybrid working arrangements or home working, including making arrangements for this to take place on an ad hoc basis to help manage intermittent symptoms
- changes to working hours and changes to start/finish times
- providing lighter duties or amended responsibilities
- any special equipment that may be beneficial
- adjusting absence trigger points for sickness absence relating to endometriosis.

We are legally obliged by the Equality Act 2010 to make reasonable adjustments to an employee's role or working conditions if they have a disability that places them at a disadvantage when performing their role and we will ensure compliance with our obligations in this regard.

TIME OFF FOR MEDICAL APPOINTMENTS

If you need time off work to attend a medical appointment you should inform your manager, giving as much notice as possible. Time can be taken in blocks of minimum one hour. You may be required to provide evidence of the time and date of the appointment.

Employees should attempt to secure any medical appointments outside of their normal working hours, or as close to the start or the end of the working day as possible. Employees are required to make up time taken off work to attend medical appointments, as agreed with the employee's manager.

BULLYING AND HARASSMENT

There is an expectation on all employees to conduct themselves in a supportive, sensitive and open-minded manner towards colleagues. We maintain a zero-tolerance approach to bullying and harassment and will treat any and all complaints seriously. If you feel that you have been mistreated in any way by a colleague because of matters related to endometriosis, please make your concerns known to your Line Manager.

EMPLOYEE ASSISTANCE PROGRAMME

We would like to remind you that further support is available by contacting our Employee Assistance Programme, a confidential 24-hour telephone counselling service, which can be accessed on 0800 047 4097.

As part of our Employee Assistance Programme, you also have access to an online wellbeing tool, Wisdom AI, which you can use to find fast answers to any wellbeing questions you have. You can access Wisdom AI at any time via the Health Assured portal. The link in the menu bar will take you directly to the Wisdom AI homepage, where you can ask your question. More details of this service are available from **your line manager**

NEURODIVERSITY POLICY

INTRODUCTION

We are committed to promoting an inclusive environment for neurodiversity in our organisation. As part of this, we will provide appropriate workplace support to any of our employees who are neurodivergent. Neurodiversity refers to the different ways that the brain works and interprets information. Those who are neurodivergent will process information in a different way to those who are neurotypical. Common examples of neurological conditions that may be experienced by employees and fall within the scope of this policy include, but are not limited to:

- autism, which affects a person's perception of the world and their interaction with others
- dyslexia, which can cause difficulties with how a person processes language and has an impact on their reading, writing, spelling, memory etc
- dyspraxia, which can affect a person's physical and mental co-ordination and
- attention deficit hyperactivity disorder (ADHD), which can cause inattention, impulsiveness and hyperactivity.

Although we recognise that neurodivergence can cause difficulties for affected individuals, we will focus on the strengths that are brought to the workplace.

EMPLOYER RESPONSIBILITIES

We are aware of our obligations under the Equality Act 2010 in relation to making reasonable adjustments for employees who have a disability where they suffer a substantial disadvantage within the workplace, in comparison to non-disabled employees. For more information on our general approach towards disability at work, please refer to our equal opportunities policy.

You will not be treated unfairly or suffer any other form of detriment at work due to your neurodivergence. You will be given the same opportunities as other staff and will not be refused employment, overlooked for promotion and training opportunities or denied any other workplace benefits due to your neurodivergence.

EMPLOYEE SUPPORT

We recognise that many neurological conditions are “spectrum” conditions meaning that they can affect individuals in varying ways. We will ensure that any measures implemented will be suited to each individual by undertaking a process of consultation with them. We will not adopt a “one size fits all” approach, nor will we stereotype individuals based on common characteristics associated with their neurodivergence.

NOTIFICATION

If you have been diagnosed with or believe that you are neurodivergent, we would encourage you to disclose this information to [details of who to disclose].

We appreciate that you may feel uncomfortable sharing this information, however, any information disclosed as part of this process will remain confidential and will be treated with sensitivity at all times.

Your line manager/HR representative will seek to have an open and honest discussion with you about your neurodivergence, how it affects you and the impact that it may have on your duties. The discussion will then focus on adjustments that can be made to your role to remove any barriers that your neurodivergence may create.

It may be necessary for a ‘needs assessment’ to be arranged to help us identify exactly how your neurodivergence affects your ability to perform your role. We will then be able to use the results of the assessment to understand which adjustments will be most helpful to you.

Any information obtained about you for this purpose will be held in accordance with our obligations under data protection legislation.

WORKPLACE ADJUSTMENTS

The Company is legally obliged by the Equality Act 2010 to make reasonable adjustments to an employee's role or working conditions if they have a disability that places them at a disadvantage when performing their role and we will ensure compliance with our obligations in this regard.

In order to assist you in your daily duties, we will explore making adjustments to your role or working environment with the aim of reducing the effect that your neurodivergence is having on you. We acknowledge that neurodivergence affects each individual in different ways so no adjustment will be made without fully discussing it with you first.

As an illustrative guide, we have set out below examples of adjustments that may be made to reduce or remove disadvantages faced by neurodivergent employees in the workplace:

- amending working duties
- offering flexible working arrangements such as homeworking or permitting employees to start earlier or finish later
- redesigning the workplace/workstation
- providing visible instructions next to office equipment and machinery, such as photocopiers
- allowing employees to use equipment such as noise cancelling headphones
- providing employees with lockers and name labels to help them organise their work and equipment
- providing a mentor/buddy to employees when learning new tasks
- allocating work areas with more natural light.

This is not an exhaustive list and all applicable adjustments will be discussed and explored with neurodivergent employees on an individual basis to ensure the adjustments put in place are appropriate to their individual circumstances. The effectiveness of any adjustments will be reviewed on a regular basis and may be subject to change if it becomes apparent that these are no longer fit for purpose. This review will be carried out proactively between the employee and their line manager in line with our duty to make reasonable adjustments.

CREATING AN INCLUSIVE ENVIRONMENT

We are committed to ensuring neurodivergent employees in our organisation to feel comfortable in discussing neurodivergence, should they wish to, and the impact it has on them. We will raise awareness by:

- providing training to managers on supporting neurodivergence
- arranging activities and education campaigns on neurodivergence for all staff
- creating a support network for neurodivergent employees to ensure a safe place to go to discuss issues they may be having and to share coping strategies
- encouraging neurodivergent senior employees to talk about the impact it has on them
- creating neurodiversity champions.

DISCRIMINATION AND HARASSMENT

We aim to provide a safe working environment for all of our employees. If you feel that you have been exposed to unwanted conduct because of your neurodivergence, we encourage you to use our grievance procedure. This includes any conduct instigated by a fellow colleague or third party individual such as service users, agency workers or the general public. Alternatively, if you wish to adopt a less formal approach, you may decide to raise the issue with your line manager. If your complaint is in relation to the actions of your line manager, please raise it with the HR department.

For more information on our approach towards grievances, please refer to our grievance policy.

FINANCIAL WELLBEING POLICY

INTRODUCTION

We are committed to supporting our employees with their financial wellbeing. We recognise that worries and concerns about personal finances can have a significant detrimental impact on employees' physical and mental health, as well as their ability to do their job.

We are committed to ensuring appropriate assistance is provided to any employee who experiences debt or other financial problems.

The purpose of this policy is to assist with creating an open and supportive workplace where managers and employees can discuss any issues associated with financial wellbeing, and to ensure the available resources are known about and offered to employees when needed.

EMPLOYEE RESPONSIBILITIES

It is important that, as an employee, you prioritise your personal health and financial wellbeing. If you find that personal financial concerns are affecting you, you should discuss this with your manager, who will treat the matter with complete confidence. In order to ensure we can provide you with the best support possible we encourage you to be open in these conversations.

However, we recognise that this is a sensitive issue so if you don't feel comfortable discussing your situation with your manager, you are encouraged to speak with another senior member of staff, HR or our Employee Assistance Programme.

EMPLOYER RESPONSIBILITIES

We aim to normalise conversations about money worries at work and breakdown any stigma. Managers will maintain an open door policy so that employees feel comfortable in approaching them with their concerns. They will support you to talk openly about your current situation and will not make presumptions about how it is affecting you. Your manager will explore with you what support or adjustments you feel would be beneficial. Your individual needs will be addressed sensitively and confidentiality will be maintained.

If you need additional support, we encourage you to speak to the Office manager.

ACCESS TO EXTERNAL HELP AND ADVICE

You can get free, confidential and independent money and debt advice from the government's Money & Pensions Service (<https://moneyandpensionsservice.org.uk>). Further external information and support is available from organisations such as Citizens Advice (<https://citizensadvice.org.uk>).

BULLYING AND HARASSMENT

There is an expectation on all employees to conduct themselves in a supportive, sensitive and open-minded manner towards colleagues. We maintain a zero-tolerance approach to bullying and harassment and will treat any and all complaints seriously. If you feel that you have been mistreated in any way by a colleague because of matters related to your financial wellbeing, please make your concerns known to the Office Manager.

EMPLOYEE ASSISTANCE PROGRAMME

We would like to remind you that further support is available by contacting our Employee Assistance Programme, a confidential 24-hour telephone counselling service, which can be accessed from the details in the Handbook.

As part of our Employee Assistance Programme, you also have access to an online wellbeing tool, Wisdom AI, which you can use to find fast answers to any wellbeing questions you have. You can access Wisdom AI at any time via the Health Assured portal. The link in the menu bar will take you directly to the Wisdom

AI homepage, where you can ask your question. More details of this service are available from **your line manager**.

Menopause Policy

INTRODUCTION

Menopause is when your periods stop due to lower hormone levels. It usually happens between the ages of 45 and 55, although it can sometimes happen earlier. Menopause can have a big impact on your life and work for a number of years.

The purpose of this policy is to assist with creating an open and menopause friendly workplace where managers and those experiencing menopause feel comfortable discussing any issues associated with this, and to ensure the necessary help is known about and offered to those affected.

This policy applies to everyone in our organisation including employees, workers, contractors, volunteers, apprentices and interns.

EFFECTS OF MENOPAUSE

Physical symptoms of the menopause can include the following:

- hot flushes
- insomnia
- fatigue
- poor concentration
- headaches
- skin irritation
- urinary problems.

As a result of the above, or as an extension of the hormone imbalance, individuals going through the menopause can also experience psychological difficulties, including:

- depression
- anxiety
- panic attacks
- mood swings
- irritability
- problems with memory
- loss of confidence.

It is also commonly acknowledged that Hormone Replacement Therapy, medication which is often prescribed for menopause, can have side effects which cause problems at work. These include nausea, headaches and leg cramps.

COMMUNICATION

We aim to normalise conversations about menopause in the workplace and remove any stigma. Menopause should not be a taboo subject. We encourage employees to have discussions about the menopause and be supportive of each other.

It is important that, as an employee, you prioritise your personal health and wellbeing. If you are struggling with any aspect of your role because of symptoms associated with the menopause, you should tell your

manager, who will treat the matter with complete confidence. So that we can give you the best support possible we encourage you to be open and honest in these conversations.

Alternatively, your manager may talk to you if they notice a change in your behaviour or performance.

We understand that you may feel uncomfortable discussing personal information with your manager. If this is the case, we encourage you to talk to another senior member of staff, HR or your line manager.

During any discussions, your manager will consider your individual situation and evaluate if any adjustments can be made. Your individual needs will be addressed sensitively and confidentiality will be maintained.

Managers will also arrange follow up sessions to review the effectiveness of any adjustments put in place.

MAKING ADJUSTMENTS TO YOUR ROLE

To help you in your daily duties, your manager will explore making adjustments to your role or working environment with the aim of reducing the effect that the menopause is having on you. We acknowledge that the menopause affects each individual in different ways so no adjustment will be made without fully discussing it with you first. We may also carry out a wellbeing assessment to identify potential issues.

Examples of adjustments include:

- changing your working location so you are closer to toilet facilities, away from hot and cold spots around the office or to ensure greater access to natural light
- allowing changes to our normal rules on work wear
- implementing further temperature control, such as access to a fan
- assessing how work is allocated and whether you are affected at particular points of the day
- providing a quiet place to work or relax
- allowing additional rest breaks
- providing sanitary products in toilet and shower facilities
- changing start and finish times
- considering flexible working hours or allowing you to work from home

Once the adjustments are agreed, they will be reviewed on an ongoing basis to ensure they are having the required effect.

We are legally obliged by the Equality Act 2010 to make reasonable adjustments to an employee's role or working conditions if they have a disability that places them at a disadvantage when performing their role and we will ensure compliance with our obligations in this regard.

You may also be entitled to make a flexible working request. Please read our flexible working policy if you would like more details.

IF YOU ARE UNWELL DUE TO MENOPAUSAL SYMPTOMS

You are not expected to come to work if you are unwell because of menopausal symptoms. If you are unwell you should tell your line manager and follow our usual sickness reporting procedure.

TRAINING

We provide training to all our staff on menopause and how they can ask for help or support their colleagues.

We ensure that all levels of management are trained on the effects of menopause, how to hold discussions with employees who are experiencing menopause and adjustments that can be made to an employee's role to remove or lessen any effects the employee is experiencing.

BEHAVIOUR OF OTHERS

There is an expectation on all employees to conduct themselves in a helpful and open-minded manner towards colleagues.

We maintain a zero-tolerance approach to bullying and harassment and will treat any and all complaints seriously. If you feel that you have been mistreated in any way by a colleague because of matters related to the menopause, please tell (Director, Manager etc).

OTHER SUPPORT

Our employees have access to a confidential counselling telephone service who can provide advice and guidance for employees who would like support during the menopause. More details can be found in BrightHR.

As part of our Employee Assistance Programme, you also have access to an online wellbeing tool, Wisdom AI, which you can use to find fast answers to any wellbeing questions you have. You can access Wisdom AI at any time via the Health Assured portal. The link in the menu bar will take you directly to the Wisdom AI homepage, where you can ask your question. More details of this service are available from your line manager.

Other external sources of help for those experiencing menopause include Menopause Matters or Menopause Cafe.

Andropause Policy

INTRODUCTION

Andropause is defined as changes in psychological or physical health in males, attributed to age-related hormonal changes, or lifestyle or psychological problems, negatively impacting on health.

Also referred to as 'male menopause', andropause can cause a chain reaction of physical and psychological side effects. As a company, we have a duty to ensure the health, safety and welfare of all of our employees under the Health and Safety at Work Act 1974. In addition, the Equality Act 2010 outlines that individuals must not be discriminated against due to any form of disability and we recognise that the symptoms of andropause may constitute a disability. We are committed to ensuring appropriate support and assistance is provided to any employee who is going through andropause.

The purpose of this policy is to assist with creating an open and honest workplace where line managers and employees can discuss any issues associated with andropause, and to ensure the necessary support is known and offered to employees when needed.

EFFECTS OF ANDROPAUSE

Physical symptoms of andropause can include the following:

- insomnia
- loss of muscle mass and reduced ability to exercise
- fat redistribution, such as developing a large belly or "man boobs" ([gynaecomastia](#))
- a general lack of enthusiasm or energy
- difficulty sleeping ([insomnia](#)) or increased tiredness.

As a result of the above, or as an extension of the hormone imbalance, individuals going through andropause can also experience psychological difficulties, including:

- depression
- anxiety
- poor concentration and short-term memory
- mood swings
- irritability
- problems with memory.

EMPLOYEE RESPONSIBILITIES

It is important that, as an employee, you prioritise your personal health and wellbeing. If you are experiencing problems with any aspect of your role as a result of symptoms associated with andropause, you should report any concerns you may have to your manager, who will treat the matter with complete confidence.

In order to ensure we can provide you with the best support possible we encourage you to be open and honest in these conversations.

There is an expectation on all employees to conduct themselves in a helpful and open-minded manner towards colleagues.

We maintain a zero-tolerance approach to bullying and harassment and will treat any and all complaints seriously. If you feel that you have been mistreated in any way by a colleague because of matters related to andropause, please make your concerns known to **your line manager**.

EMPLOYER RESPONSIBILITIES

Line managers will maintain an open door policy so that employees feel comfortable in approaching them. They will support you to talk openly about your current situation and will not make presumptions about how it is affecting you.

During any discussions, your line manager will consider your individual situation and evaluate if any adjustments can be made. Your individual needs will be addressed sensitively and confidentiality will be maintained.

Line managers will also arrange follow up sessions in order to evaluate the effectiveness of any adjustments put in place.

We understand that you may feel uncomfortable discussing personal information with your line manager. If this is the case you are encouraged to discuss your situation with another senior member of staff, HR or **your line manager**.

In order to assist you in your daily duties, we will explore making adjustments to your role or working environment with the aim of reducing the effect that andropause is having on you. We acknowledge that andropause affects each individual in different ways so no adjustment will be made without fully discussing it with you first. We may also carry out a wellbeing assessment to identify any potential issues.

Examples of adjustments include:

- assessing how work is allocated and whether the employee is affected at particular points of the day
- allowing additional rest breaks
- considering flexible working hours or allowing the employee to work from home
- making allowances for additional needs for sickness absence.

Once the adjustments are agreed, they will be reviewed on an ongoing basis to ensure they are having the required effect.

The Company is legally obliged by the Equality Act 2010 to make reasonable adjustments to an employee's role or working conditions if they have a disability that places them at a disadvantage when performing their role and we will ensure compliance with our obligations in this regard.

You may also be entitled to make a flexible working request. Please read our flexible working policy if you would like more details.

IF YOU ARE UNWELL DUE TO SYMPTOMS

You are not expected to come to work if you are unwell because of symptoms associated with andropause. If you are unwell, you should tell **your line manager** and follow our usual sickness reporting procedure.

TRAINING

We provide training to all our staff on andropause and how they can ask for help or support their colleagues.

We ensure that all levels of management are trained on the effects of andropause, how to hold discussions with employees who are experiencing andropause and adjustments that can be made to an employee's role to remove or lessen any effects the employee is experiencing.

EMPLOYEE ASSISTANCE PROGRAMME

We would like to remind employees that, if you have any worries or concerns about any aspect of your situation, you have access to a confidential 24-hour telephone counselling service on **BrightHR**.

As part of our Employee Assistance Programme, you also have access to an online wellbeing tool, Wisdom AI, which you can use to find fast answers to any wellbeing questions you have. You can access Wisdom AI at any time via the Health Assured portal. The link in the menu bar will take you directly to the Wisdom AI homepage, where you can ask your question. More details of this service are available from **BrightHR**.

Termination of Employment

RESIGNATIONS

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

TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Statement of Main Terms of Employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

RETURN OF OUR PROPERTY

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

RETURN OF VEHICLES

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

