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Apprenticeship Suite of Policies

Equal Opportunities

1.0 Overview

- 1.1** This policy covers all aspects of how you are treated by the Company and everybody we employ. It covers (but isn't limited) to:
- Recruitment;
 - Pay and conditions of employment;
 - Training and continuing professional development;
 - Promotion;
 - Appraisals;
 - Grievances and disciplinary matters;
 - Ending employment;
 - Giving references;
 - How visitors are treated;
 - How clients and suppliers are treated; and
 - How any other business contacts and associates are treated.
- 1.2** This policy applies to all employees, apprentices, consultants, officers, contractors, interns, volunteers, job applicants, agency and casual workers.
- 1.3** If you are an employee, this policy does not form part of your contract of employment and we may amend it at any time.
- 1.4** You should read this policy in conjunction with our other policies, including Harassment and Bullying, Recruitment, and our Grievance Policy.

2.0 Our equal opportunities commitment and aims

- 2.1** We will not tolerate discrimination or harassment, and are committed to promoting equal opportunities in employment. Those who work for us, and anyone applying for a job with us, will receive fair and equal treatment.
- 2.2** We ensure, where possible, full access for everyone applying for a vacancy. Decisions about transfers and internal promotions are made, so far as possible, using only objective criteria.
- 2.3** We will never victimise anyone who makes a legitimate complaint to us about harassment or discrimination, or who supports a colleague in their complaint.

3.0 How the law defines discrimination

- 3.1** The following list gives you a general description of the types of acts that may both breach this policy and be unlawful. Sometimes actions can be intentional, and sometimes unintentional. We include examples of both types in this list:

Direct discrimination: this is when somebody is treated less favourably because of a protected characteristic than somebody else has been, or would have been, in identical circumstances.

Examples: rejecting a job applicant because of their race or refusing to promote someone because they are pregnant.

Indirect discrimination: this is when a group of people with one of the protected characteristics (subject to a couple of exceptions) is put at a disadvantage by a provision, criterion or practice applied to all colleagues unless the treatment is justified for a good business reason.

Examples: refusing a request to work part-time without a good business reason (which indirectly discriminates against women, who are more likely to have childcare responsibilities); insisting all colleagues work Saturdays without a good business reason (which indirectly discriminates against Jewish employees, who may not be able to work on the Jewish Sabbath).

Associative discrimination: this is where somebody is treated less favourably because of the personal characteristics of somebody else.

Example: treating an employee less favourably because their parents are Jehovah's Witnesses.

Perceived discrimination: this occurs where someone is treated less favourably because someone wrongly believes they have a particular protected characteristic.

Example: treating an employee less favourably because someone thinks he is gay, when in fact he isn't gay.

Harassment: this is when a hostile, humiliating, degrading, intimidating or similarly offensive environment is created in relation to a protected characteristic. We also consider it harassment for a worker to be subjected to uninvited conduct related to a protected characteristic that — as an intended or unintended consequence — violates their dignity.

Examples: name calling, lewd comments, excluding colleagues, making insensitive jokes, and displaying pornographic material are all examples of harassment. We deal in detail with this under our separate policy on Harassment and Bullying.

Victimisation: in a legal context, 'victimisation' has a much more restricted meaning than in real life. It happens when a worker has complained about harassment or discrimination, or has supported a colleague in their complaint, and is then treated less favourably as a result.

Examples: an employee who is 'sent to Coventry' because they spoke up on behalf of one of their colleagues in a harassment investigation, or an employee who is dismissed under a pretext because they have complained of discrimination.

3.2 The 'protected characteristics' are:

- Age;
- Race (which includes colour and ethnic/national origin);

- Disability;
- Religion or belief;
- Sex;
- Gender reassignment;
- Pregnancy or maternity;
- Sexual orientation; and
- Marital or civil partnership status.

3.3 There are other actions which can be unlawful under the equal opportunities legislation. Examples include:

Failure to make reasonable adjustments to minimise certain disadvantages suffered by a disabled employee (or job applicant);

Instructing another person (or applying pressure on them) to discriminate;

Knowingly assisting somebody else when they carry out a discriminatory act;

Discriminating against somebody believed to have a protected characteristic, whether or not they actually do, or because they associate with a third party who does.

4.0 How we carry out our responsibilities and duties

4.1 Management and the wider workforce are essential to ensuring the success of this policy. We all have a legal responsibility to comply with it, and any of us — however senior or junior we are — may be personally liable for unlawful discrimination if we breach its terms,

4.2 Overall responsibility for the effective implementation and operation of the policy lies with management, specifically with the directors/owners of the business. Everyone working at managerial level is expected to act in full accordance with this policy, led by example, and attain and maintain appropriate standards of behaviour within the teams they manage.

4.3 The ethos and standards covered by this policy can only be achieved and maintained if everyone in our workforce cooperates fully. It is important to understand that you have a legal responsibility to comply. If you breach this policy, you may also make the Company liable for your actions and we may both have to pay compensation to anyone who claims against us. We expect you to take personal responsibility for adhering to this policy's aims and commitments and for drawing any actual or potential breaches to our attention.

4.4 We also encourage everyone who works for us to help promote equal opportunities across the Company. Please contact your manager or a director if you have any ideas about how we could do this better, or you would like to be more involved in achieving this policy's aims.

5.0 How we recruit, promote, and make other selections

- 5.1 We carry out all recruitment, promotion and other types of selection procedures, such as redundancy selection processes, on the basis of merit, using non-discriminatory and, as far as possible, objective criteria.
- 5.2 Advertisements for vacancies must not include wording that may discourage some groups of people from applying, or stereotype in any way, and they must be placed where they can reach as wide and diverse a pool of potential candidates as possible.
- 5.3 Nobody applying for a job with the Company may be asked about their health, attendance record, or whether they have a disability, before a job offer is made - except in very limited situations. It may, for example, be justifiable to ask whether the applicant needs any disability-related measures put in place for the interview, or to check that they are capable of carrying out a key part of the job. It is acceptable to make some job offers dependent on a medical examination.
- 5.4 It is unlawful to ask job applicants anything that might suggest an intention to discriminate on the grounds of a protected characteristic. Asking an applicant about their religion when they are applying for a job that involves weekend working would not, for example, be allowed. Nor would asking an applicant whether they have childcare responsibilities be allowed, as that suggests you might be intending to indirectly discriminate on grounds of sex or marital status.
- 5.5 It is fine to include certain health or disability questions in equal opportunities monitoring exercises, but the data gathered must not be used for selecting someone for a role, or in making other employment-related decisions.

6.0 How we enforce this policy and handle breaches

- 6.1 We will investigate any complaint or allegation you raise regarding a potential breach of this policy. If you believe you have been harassed or discriminated against you should contact your manager or a director as soon as possible. If you want to take formal action, you will need to follow our grievance procedure (see our Grievance Policy) and read our policy on Harassment and Bullying.
- 6.2 You will face disciplinary action if we find you have harassed or discriminated against anyone else in breach of this policy. Sometimes this type of behaviour may amount to gross misconduct, in which case you may be dismissed without notice.
- 6.3 Occasionally, people make complaints knowing they're not true. They might do this to avoid or deflect disciplinary action. We view any complaint made in bad faith as an act of misconduct and this will normally lead to disciplinary action. In some cases, bad faith complaints may lead to summary dismissal for gross misconduct.

7.0 How we monitor whether this policy is working

- 7.1 We may record and analyse information about equal opportunities within the workplace, and when you join the Company you give us consent to gather and process

this data about you. We use the information to make sure this policy is working properly and to refine it where that's needed. We also use the information to review the composition of our workforce, and to promote workplace equality.

Disciplinary Policy and Procedure

1.0 Overview

- 1.1** This policy covers the Company's procedure relating to disciplinary issues, where there is suspicion of misconduct.
- 1.2** It applies to all employees. It does not apply to self-employed contractors, workers and agency workers.
- 1.3** This policy does not form part of your employment contract, and we may update it at any time. We will normally follow it in a disciplinary situation but are not obliged to do so (particularly if you are in your probationary period).

2.0 When we will take informal action

- 2.1** Sometimes we will choose to discuss a disciplinary issue with you instead of taking formal action. In that case, we may issue a Letter of Concern or Verbal Warning after our discussion.
- 2.2** If a discussion fails to resolve the problem, or we feel that approach is inappropriate in the circumstances, we will normally use this formal procedure.

3.0 How we investigate

- 3.1** We will not take disciplinary action without inviting you to a formal meeting. Depending on the circumstances, that meeting may be the only meeting we invite you to attend. In other words, there may not be separate meetings for the investigation and disciplinary stages.
- 3.2** If you face a misconduct allegation, you may be suspended whilst we investigate. Suspension is a neutral act, normally intended to cause the least disruption to the business while we investigate, the aim being to maintain the status quo during an investigation and protect evidence, witnesses and the business. However, before suspending you, we will consider whether suspension is appropriate and justified in your particular situation. We may consider alternatives to suspension such as moving you to different location or time of working or to different duties, or some other measure, whilst we investigate. Whether you are suspended, or we take alternative steps, we will make every endeavour to keep that period as short as possible and under regular review. If we do suspend you:-
 - You must stay away from work, not visit any Company premises or make contact with colleagues, clients, suppliers or contractors (unless we authorise this in writing). But if you want to contact somebody specifically to ask them to

be a witness, or to accompany you at a meeting under this policy, then you may do so without asking us first;

- Suspension will be on full pay, unless your contract or this policy says otherwise;
- If pre-approved holidays fall during a period of suspension, they will still count as holiday leave and will be deducted from your holiday entitlement as normal;
- We will contact you regularly and you are expected to be available during normal working hours;
- We will keep your suspension under review and for the minimum length of time possible;
- We will continue to be available to support you and you may contact us should you have questions or feel you need some help;

3.3 If you lodge a grievance while we are investigating a disciplinary matter, we will not normally put the disciplinary process on hold. If the subject of your grievance is linked to the matters involved in the disciplinary investigation, or the process we are following, then we will normally consider the matters you raise as part of the disciplinary process and not start a separate grievance process.

4.0 Your right to be accompanied

4.1 You are entitled to be accompanied by a colleague or trade union representative at any meeting where you face formal sanctions (including dismissal). If we are holding separate investigation and disciplinary meetings, then your right to be accompanied only applies to the disciplinary meeting.

4.2 If you want to exercise this right, you should tell us as soon as possible who you want to accompany you. It is your responsibility to arrange for them to attend. If you choose a work colleague, we will not prevent them from attending, but we may rearrange the meeting if their absence from work could cause operational problems.

4.3 Your colleague or union representative can, if you prefer, explain the key points of your case to the meeting and can respond on your behalf. You can also confer with them during the meetings. However, they must not answer questions put directly to you or try to prevent us asking questions or outlining our arguments.

5.0 How we carry out the formal meeting

5.1 We will write to you to tell you:

- When and where your disciplinary meeting will take place;
- The details of the allegation of misconduct made against you; and
- The possible consequences.

We will include copies of any witness statements and other relevant documents, unless there is a good reason not to do so.

- 5.2 You are entitled to bring a companion with you to the meeting - see above at paragraph 4 for details of what they can and cannot do.
- 5.3 You must let us know as soon as possible if you want to bring your own witnesses to the meeting and/or you have documents or other evidence you want to present.
- 5.4 It is your responsibility to attend the meeting but, if you cannot, we will normally reschedule it - provided we are satisfied with your explanation for why you cannot attend. We will not reschedule, however, if it is likely to lead to unreasonable delay. We may have to make our decision without you being present, and we will in any case only reschedule the meeting once, unless there are very good reasons to justify a second rescheduling.
- 5.5 We may record the meeting, but we will not do so without telling you. You are welcome to record the meeting if you wish, but please tell us as we think it is discourteous to the managers involved for you to make a covert recording. You will also get a better quality recording if you do it openly rather than covertly. We may decide to deal with covert recording as a disciplinary matter and in serious cases may consider it to be gross misconduct.
- 5.6 We will go through all the details at the meeting so that you understand the allegation of misconduct made against you. We will also outline the evidence we found when we carried out our investigation.
- 5.7 We will give you the time you need to respond to the allegations made against you and to put your own case. We will also give you the opportunity to ask us questions, to present your own evidence, to call your own witnesses, and to respond to evidence the Company's witnesses put forward. If there are any questions you want us to put to the Company's witnesses, please tell us and (unless there is a good reason not to) we will make sure they are asked.
- 5.8 We will send you our written decision. We try to do this within two weeks of the disciplinary meeting.

6.0 The disciplinary action and dismissal process

There are three stages of our procedure for dealing with cases of misconduct.

- 6.1 First stage: We will issue you with a first written warning. Unless you already have active written warnings relating to disciplinary matters on your work record, a first written warning will usually remain in place for 12 months from the date you are notified of the decision. It will then be removed from your record.
- 6.2 Second stage: If there is an active first written warning on your record and you are involved in further misconduct, we will usually issue you with a final written warning. In serious cases of misconduct, we may issue a final written warning *without* first issuing a first written warning. In either case, the final written warning remains active for 12 months from the date you are notified of the decision. It will then be removed from your record.

6.3 Third stage: If there is an active final written warning against you and you are involved in further misconduct, you may be dismissed. You may also be dismissed for a serious case of misconduct, or if you are involved in gross misconduct. We explain what 'misconduct' and 'gross misconduct' mean in the lists given below.

6.4 Sometimes we are prepared to explore other actions short of dismissal. These may include deploying you to a different role, demoting you, and/or extending your final written warning period to allow us further time to review how you respond. Redeployment or demotion may result in a reduction in pay.

7.0 Your right to appeal

7.1 You have the right to appeal against any disciplinary decision taken against you. To do this, you need to respond within a week of being told of the action by writing directly to whoever is named in the letter you received. In your response to that letter, you must explain exactly why you are appealing.

7.2 We will invite you to an appeal meeting. Wherever possible, the appeal meeting will not be led by the manager who held the meeting at which we decided what disciplinary action to take. You may be accompanied by a trade union representative or work colleague, in line with the process outlined in paragraph 4 above.

7.3 Our final decision will be sent to you in writing. We try to do this within two weeks of the appeal meeting. You do not have any further right to appeal against our decision.

8.0 How we define 'gross misconduct' and 'misconduct'

8.1 You will usually be dismissed without warning, without notice, and without payment in lieu of notice if we find you have committed an act of gross misconduct. This is known as summary dismissal.

8.2 The following list gives examples of what we would normally regard as gross misconduct likely to lead to summary dismissal. This list is not exhaustive and should be referred to as a guide.

- Bullying or physical violence
- Fraud, theft, or any act of dishonesty
- Altering records, such as sales records, to put yourself in a better light even if there is no immediate financial benefit to you
- Malicious misuse of any of our procedures, for example if you make up allegations when taking out a grievance against someone
- Serious negligence or carelessness, particularly if it leads to us losing trust and confidence in you
- Serious health and safety breaches
- Serious breach of data protection legislation or our data protection policy
- Serious and intentional damage to Company property
- Unlawful harassment or discrimination

- Viewing, receiving, or sending anything that breaches our Harassment and Bullying Policy or Equal Opportunities Policy
- Knowingly accessing websites containing offensive, obscene or pornographic material
- Misuse of internal email, external email or other internet and computer-based facilities including the storage and/or transmission of obscene, illicit or undesirable material.
- Serious insubordination or refusal to obey management instructions
- Serious breaches of confidence
- Covertly recording your colleagues, or any management (or other) meeting where the participants do not know you are recording it
- Being under the influence of, or possessing, illegal drugs
- Being under the influence of alcohol, unless this is with your manager's express knowledge and permission — for example, where you are involved in entertaining on the Company's behalf
- Conduct that violates common decency or engaging in behaviour that might bring the Company's name into disrepute.

8.3 The following list gives examples of what we would normally regard as misconduct (but not gross misconduct). This list is not exhaustive and should be referred to as a guide.

- Minor breaches of Company policy
- Minor breaches of your employment contract
- Unauthorised use of, or damage to, Company property
- Absence from work that has not been authorised
- Poor attendance and timekeeping
- Refusing to follow instructions, where it is not serious enough to be gross misconduct
- Making an excessive number of personal calls using Company phones
- Sending and receiving an excessive number of personal emails
- Using the internet or email for personal purposes, other than on an occasional basis
- Using obscene language or otherwise behaving offensively
- Being careless when carrying out your duties
- Wasting time during your contracted working hours
- Smoking in areas where smoking is not allowed.

9.0 Sickness Absence during a disciplinary process

9.1 Should you be absent for reason of sickness once you have been notified of a disciplinary investigation meeting or disciplinary hearing, you will be paid under our Sickness Policy (which may not involve being paid full pay). The Company may decide not to pay you any discretionary sick pay during that period of sickness absence, even it would normally pay you discretionary sick pay. Your rights to SSP would be unaffected.

- 9.2** If you say you are unable to attend a disciplinary hearing due to sickness, we will offer you a new date for the hearing. However, if you are unable to attend a hearing within what we consider to be a reasonable period of time, then we will look at alternative ways of conducting the hearing. This may involve conducting the hearing by phone, inviting you to send written submissions or a colleague to attend on your behalf.

Grievance

1.0 Overview

- 1.1** This policy helps us deal with complaints, concerns, and problems to do with employment fairly and consistently. Please note that this policy only applies to matters relating to your employment. If you have a separate relationship, such as being a customer or service user, you must use a separate process for concerns.
- 1.2** This policy applies to all employees, but does not form part of your employment contract, and we may update it at any time.
- 1.3** You should only use this procedure to raise a grievance connected with your employment. Complaints made against you will normally be dealt with under our Disciplinary Policy or Performance Improvement Policy, as appropriate.
- 1.4** You should also look at our Harassment and Bullying Policy and our Whistleblowing Policy, both of which might be relevant.
- 1.5** Most grievances are raised individually, but if a group of employees bring substantially the same grievance, we will address it as a group grievance and follow the process described below.

2.0 Taking informal action

- 2.1** You should approach your manager before doing anything else, as we find most grievances can be resolved informally. If your grievance is about your manager — or there is some other reason you don't want to raise it with them — you must instead notify their line manager or somebody else holding the same level of responsibility as your manager.
- 2.2** If this informal approach does not resolve your problem, you should use the formal procedure.

3.0 Taking formal action: First stage

- 3.1** You will need to set out the details of your complaint in writing. Include dates, names of individuals involved, and any other relevant facts, and tell us clearly that you want to lodge a formal grievance. It will be helpful if you set out any steps you have taken to resolve the issue informally.

- 3.2 You must also explain clearly what you want to see the Company do. You could for example say: *'I want you to issue a warning to (the name of the individual you are complaining about)'*, or: *'I want you to change your policy on overtime working'*.
- 3.3 Send or hand your written grievance to your line manager or a Director. If your line manager is part of your grievance, you should send your grievance to their line manager, or to a Director.
- 3.4 We will write to you to let you know that we've received your grievance.
- 3.5 You must co-operate with us to ensure our investigation is fair and thorough. How we investigate will depend on the nature of your grievance. We will look at relevant documents and may interview you and/or take a statement from you and from other people able to provide information.

4.0 Taking formal action: Second stage

- 4.1 We will invite you to a meeting, usually within five working days of you lodging your grievance. The meeting is your opportunity to explain your problem and how you think we should resolve it, and we ask that you make every effort to attend.
- 4.2 You can bring a companion with you to the meeting — this will typically be a work colleague or a trade union representative (full details in paragraph 6 below). You must let us know as soon as possible if either you or your companion is unable to attend the meeting and we will try to reschedule.
- 4.3 We may record the meeting, but we will not do so without telling you. You are welcome to record the meeting if you wish, but please tell us as we think it is discourteous to the managers involved for you to make a covert recording. You will also get a better quality recording if you do it openly rather than covertly. We may decide to deal with covert recording as a disciplinary matter.
- 4.4 After the meeting, we will take any steps to investigate further that we consider appropriate. Sometimes this will involve looking at documents or interviewing other people. We will not normally allow you to take part in this part of the investigation (for example, you will not normally be allowed to question other people directly). Sometimes, we may ask you for more information or for another meeting. And sometimes, we may think there is no need for any further investigation.
- 4.5 Within a week of the final meeting (this may be the first or the second meeting, depending on the circumstances) we will write to you with our decision and let you know if we plan to take any action to address your grievance. We will also tell you who to write to if you want to appeal our decision (paragraph 5 below). In complicated grievances, or if the manager hearing your grievance is very busy, it may take longer than a week to make our decision and prepare an outcome letter. If that happens, we will keep you informed about the likely timescales.

- 4.6** Sometimes, we may decide it is inappropriate to discuss some, or even all, of the steps we are taking as the result of your grievance with you (usually because the other person involved might have an entitlement to confidentiality, which has to be balanced against your right to know what has happened). We recognise that will leave you feeling dissatisfied, and we would only do this if there was a good reason not to keep you informed.

5.0 Taking formal action: Third stage

- 5.1** If you are not happy with our decision, you can appeal in writing within one week of us giving you the decision. Your appeal letter or email must explain clearly why you are appealing. You should also give us any new evidence you may have acquired since the initial investigation was completed.
- 5.2** We will invite you to a meeting, usually within two weeks of you lodging your appeal. Wherever possible, the appeal meeting will not be led by the manager who held the original grievance meeting. You may be accompanied by a trade union representative or work colleague, in line with the process outlined in paragraph 6 below.
- 5.3** Our final decision will be sent to you in writing. We try to do this within two weeks of the appeal hearing. You do not have any further right to appeal against our decision.

6.0 Your right to be accompanied

- 6.1** You are entitled to be accompanied by a colleague or trade union representative at any meeting called under this policy.
- 6.2** If you want to exercise this right, you should tell us as soon as possible who you want to accompany you. It is your responsibility to arrange for them to attend. If you choose a work colleague, we will not prevent them from attending, but we may rearrange the meeting if their absence from work would cause operational problems.
- 6.3** Your colleague or trade union representative can, if you'd like them to, explain the key points of your grievance at the meeting and can respond on your behalf. You can also confer with them during the meetings. However, they must not answer questions put directly to you or try to prevent us asking questions or outlining our views.

Data Protection

IMPORTANT: Our Data Protection Officer. Any questions about this policy should be addressed to them, you can find out who this is by asking your manager.

1.0 Overview

- 1.1 We need to gather and use information or 'data' about you as part of our business and to manage our relationship with you. This policy sets out the things we must tell you about data protection.
- 1.2 We take the security and privacy of your data seriously and intend to comply with our legal obligations under the Data Protection Act 2018 (the '2018 Act') and the EU General Data Protection Regulation ('GDPR') in respect of data privacy and security.
- 1.3 This policy applies to current and former employees, workers, volunteers, apprentices and consultants. If you fall into one of these categories then you are a 'data subject' for the purposes of this policy. You should read this policy alongside your employment contract (or contract for services) and any other notice we issue to you from time to time in relation to your data.
- 1.4 The Company has separate policies and privacy notices in place in respect of job applicants, customers, suppliers and other categories of data subject. Copies can be obtained from your manager.
- 1.5 The Company has measures in place to protect the security of your data in accordance with our GDPR Policy. A copy of this can be obtained from your manager.
- 1.6 The company will hold data in accordance with our Data Retention Policy. A copy of this can be obtained from your manager. We will only hold data for as long as necessary for the purposes for which we collected it.
- 1.7 The Company is a '**data controller**' for the purposes of your personal data. This means that we decide how and why we process your personal data.
- 1.8 This policy explains how we will hold and process your information. It explains your rights as a data subject. It also explains your obligations when obtaining, handling, processing or storing personal data in the course of working for, or on behalf of, the Company.
- 1.9 This policy does not form part of your employment contract (or contract for services, if relevant) and we may update it at any time. It is intended that this policy is fully compliant with the 2018 Act and the GDPR. If any conflict arises between those laws and this policy, the Company intends to comply with the 2018 Act and the GDPR.

2.0 Data Protection Principles

- 2.1 Personal data must be processed in accordance with the following 'Data Protection Principles.' It must:
 - Be processed fairly, lawfully and transparently;
 - Be collected and processed only for specified, explicit and legitimate purposes;

- Be adequate, relevant and limited to what is necessary for the purposes for which it is processed;
- Be accurate and kept up-to-date. Any inaccurate data must be deleted or rectified without delay;
- Not be kept for longer than is necessary for the purposes for which it is processed; and
- Be processed securely.

We are responsible for ensuring and demonstrating compliance with these principles.

3.0 How we define personal data

3.1 'Personal data' means information which relates to a living person who can be identified from that data (a 'data subject') on its own, or when taken together with other information which is likely to come into our possession. It includes any expression of opinion about the person and an indication of the intentions of us or others, in respect of that person. It does not include anonymised data.

3.2 This policy applies to all personal data whether it is stored electronically, on paper, or in/on other materials.

3.3 This personal data might be provided to us by you, or by someone else (such as a former employer, your doctor, or a credit reference agency), or it could be created by us. It could be provided or created during the recruitment process or during the course of the employment contract (or contract for services) or after it has ended. It could be created by your manager or other colleagues.

3.4 We will collect and use the following types of personal data about you:

- Recruitment information such as your application form and CV, references, qualifications and membership of any professional bodies and details of any pre-employment assessments.
- Your contact details and date of birth.
- The contact details for your emergency contacts.
- Your gender.
- Your marital status and family details.
- Information about your employment contract (or contract for services) including start and end dates of employment, role and location, working hours, details of promotion, salary (including details of previous remuneration), pension, benefits and holiday entitlement.
- Your bank details and information in relation to your tax status including your National Insurance number.
- Your identification documents including passport and driving licence and information in relation to your immigration status and right to work for us.
- Information relating to disciplinary or grievance investigations and proceedings involving you (whether or not you were the main subject of those proceedings).

- Information relating to your performance and behaviour at work.
- Training records.
- Electronic information in relation to your use of IT systems/swipe cards/telephone systems.
- Your images (whether captured on CCTV, by photograph or video).
- Any other category of personal data which we may notify you of from time to time.

4.0 How we define special categories of personal data

4.1 'Special categories of personal data' are types of personal data consisting of information about:

- Your racial or ethnic origin;
- Your political opinions;
- Your religious or philosophical beliefs;
- Your trade union membership;
- Your genetic or biometric data;
- Your health; and
- Your sex life and sexual orientation.

We may hold and use any of these special categories of your personal data in accordance with the law.

We may also hold and use personal data relating to criminal allegations, offences, proceedings and convictions.

5.0 How we define processing

5.1 'Processing' means any operation which is performed on personal data such as:

- Collection, recording, organisation, structuring or storing;
- Adaption or alteration;
- Retrieval, consultation or use;
- Disclosure by transmission, dissemination or otherwise making available;
- Alignment or combination; and
- Restriction, destruction or erasure.

This includes processing personal data which forms part of a filing system and any automated processing.

6.0 How will we process your personal data?

6.1 We will process your personal data (including special categories of personal data) in line with our obligations under the 2018 Act.

6.2 We will use your personal data:

- For performing the employment contract (or contract for services) between us;
- For complying with any legal obligation; or
- If it is necessary for our legitimate interests (or for the legitimate interests of someone else). However, we can only do this if your interests and rights do not override ours (or theirs). You have the right to challenge our legitimate interests and request that we stop this processing. See details of your rights in section 12 below.

We can process your personal data for these purposes without your knowledge or consent. We will not use your personal data for an unrelated purpose without telling you about it and the legal basis that we intend to rely on for processing it.

If you choose not to give us certain personal data, we may not be able to carry out some parts of the contract between us. For example, if we do not have your bank account details, we may not be able to pay you. It might also prevent us from complying with certain legal obligations and duties, such as to pay the right amount of tax to HMRC or to make reasonable adjustments in relation to any disability you may have.

7.0 Examples of when we might process your personal data

7.1 We have to process your personal data in various situations during your recruitment, employment (or engagement) and even following termination of your employment (or engagement).

7.2 For example (and see section 7.5 below for the meaning of the asterisks):

- To decide whether to employ (or engage) you;
- To decide how much to pay you, and the other terms of your contract with us;
- To check you have the legal right to work for us;
- To carry out the contract between us including, where relevant, its termination;
- To train you and review your performance*;
- To decide whether to promote you;
- To decide whether and how to manage your performance, absence or conduct*;
- To carry out a disciplinary or grievance investigation or procedure in relation to you or someone else;
- To determine whether we need to make reasonable adjustments to your workplace or role because of your disability*;
- To monitor diversity and equal opportunities*;
- To monitor and protect the security (including network security) of the Company, you, our other colleagues, customers and others;
- To monitor and protect the health and safety of you, our other colleagues, customers and third parties*;

- To pay you and provide pension and other benefits in accordance with the contract between us*;
- To pay tax and National Insurance;
- To provide a reference upon request from another employer;
- To pay trade union subscriptions*;
- To monitor compliance by you, us and others with our policies and our contractual obligations*;
- To comply with employment law, immigration law, health and safety law, tax law and other laws which affect us*;
- To answer questions from insurers in respect of any insurance policies which relate to you*;
- To run our business and plan for the future;
- For the prevention and detection of fraud or other criminal offences;
- To defend the Company in respect of any investigation or litigation and to comply with any court or tribunal orders for disclosure*;
- and
- For any other reason which we may notify you of from time to time.

7.3 We will only process special categories of your personal data (see above) in certain situations in accordance with the law. For example, we can do so if we have your explicit consent. If we ask for your consent to process a special category of personal data then we will explain the reasons for our request. You do not need to consent and can withdraw consent later if you choose by contacting your manager.

7.4 We do not need your consent to process special categories of your personal data when we are processing it for the following purposes:

- Where it is necessary for carrying out rights and obligations under employment law.
- Where it is necessary to protect your vital interests or those of another person where you/they are physically or legally incapable of giving consent.
- Where you have made the data public.
- Where processing is necessary for the establishment, exercise or defence of legal claims.
- Where processing is necessary for the purposes of occupational health or for the assessment of your working capacity.

7.5 We might process special categories of your personal data for the purposes in paragraph 7.2 above which have an asterisk beside them. In particular, we will use information in relation to:

- Your race, ethnic origin, religion, sexual orientation or gender to monitor equal opportunities;
- Your sickness absence, health and medical conditions to monitor your absence, assess your fitness for work, to pay you benefits, to comply with our legal

obligations under employment law including to make reasonable adjustments and to look after your health and safety; and

- Your trade union membership to pay any subscriptions and to comply with our legal obligations in respect of trade union members.

7.6 We do not take automated decisions about you using your personal data or use profiling in relation to you.

8.0 Sharing your personal data

8.1 Sometimes we might share your personal data with group companies or our contractors and agents to carry out our obligations under our contract with you or for our legitimate interests.

8.2 We require those people and companies to keep your personal data confidential and secure and to protect it in accordance with the law and our policies. They are only permitted to process your data for the lawful purpose for which it has been shared and in accordance with our instructions.

8.3 Legitimate activities which third parties undertake for us may include (this is not an exhaustive list):

- Payroll
- HR Service
- IT Provision
- Pensions
- Welfare (including Occupational Health)
- Private medical and insurance services

8.4 We do not send your personal data outside the European Economic Area. If this changes, we will tell you. We'll also explain the protections that are in place to protect the security of your data.

9.0 How should you process personal data for the Company?

9.1 Everyone who works for, or on behalf of, the Company has some responsibility for ensuring data is collected, stored and handled appropriately, in line with this and other relevant policies.

9.2 The Company's Data Protection Officer is responsible for reviewing this policy and updating the Board of Directors on the Company's data protection responsibilities and any risks in relation to the processing of data. You should direct any questions in relation to this policy or data protection to this person.

9.3 You should only access personal data covered by this policy if you need it for the work you do for, or on behalf of, the Company and only if you are authorised to do so. You should only use the data for the specified lawful purpose for which it was obtained.

- 9.4 You should not share personal data informally.
- 9.5 You should keep personal data secure and not share it with unauthorised people.
- 9.6 You should regularly review and update personal data which you have to deal with for work. This includes telling us if your own contact details change.
- 9.7 You should not make unnecessary copies of personal data and should keep and dispose of any copies securely.
- 9.8 You should use strong passwords.
- 9.9 You should lock your computer screens when not at your desk.
- 9.10 Personal data should be encrypted before being transferred electronically to authorised external contacts. Speak to IT for more information on how to do this.
- 9.11 Consider anonymising data or using separate keys/codes so that the data subject cannot be identified.
- 9.12 Do not save personal data to your own personal computers or other devices.
- 9.13 Personal data should never be transferred outside the European Economic Area except in compliance with the law and authorisation of the Data Protection Officer.
- 9.14 You should lock drawers and filing cabinets. Do not leave paper that contains personal data lying about.
- 9.15 You should not take personal data away from Company's premises without authorisation from your line manager or our Data Protection Officer.
- 9.16 Personal data should be shredded and disposed of securely when you have finished with it.
- 9.17 You should ask for help from our Data Protection Officer if you are unsure about data protection or if you notice any areas of data protection or security we can improve upon.
- 9.18 Any deliberate or negligent breach of this policy by you may result in disciplinary action being taken against you under our Disciplinary Policy.
- 9.19 It is a criminal offence to conceal or destroy personal data which is part of a subject access request (see below). This conduct would also amount to gross misconduct under our Disciplinary Policy and you could be dismissed.

10.0 How to deal with data breaches

- 10.1 If this policy is followed, we should not have any data breaches. But if a breach of personal data occurs (whether in respect of you or someone else) then we must take

notes and keep evidence of that breach. If the breach is likely to result in a risk to the rights and freedoms of individuals then we must also notify the Information Commissioner's Office within 72 hours, where feasible.

- 10.2** If you are aware of a data breach you must contact the Data Protection Officer immediately and keep any evidence you have in relation to the breach.

11.0 Subject access requests

- 11.1** Data subjects can make a 'subject access request' ('SAR') to find out what information we hold about them. This request must be made in writing. If you receive a SAR you should forward it immediately to the Data Protection Officer who will coordinate a response.
- 11.2** To make a SAR in relation to your own personal data, you should write to the Data Protection Officer. We must respond within one month unless the request is complex or numerous in which case the period in which we must respond can be extended by up to two months.
- 11.3** There is no fee for making a SAR. However, if your request is manifestly unfounded or excessive we may charge a reasonable administrative fee or refuse to respond to your request. We normally work on the basis that any request which will take more than a day to deal with is likely to be manifestly excessive, and in those circumstances we believe a reasonable charge is one working day's salary for you.

12.0 Your data subject rights

- 12.1** You have the right to information about what personal data we process, how and on what basis as set out in this policy.
- 12.2** You have the right to access your own personal data by way of a SAR (see above).
- 12.3** You can correct any inaccuracies in your personal data by contacting the Data Protection Officer.
- 12.4** You have the right to request that we erase your personal data where we were not entitled under law to process it, or where it is no longer necessary to process the data for the purpose for which it was collected. You can request erasure by contacting the Data Protection Officer.
- 12.5** During the process of requesting that your personal data is corrected or erased, or while you are contesting the lawfulness of our processing, you can ask for the data to be used in a restricted way only. To do this, contact the Data Protection Officer.
- 12.6** You have the right to object to data processing where we are relying on a legitimate interest to do so and you think that your rights and interests outweigh our own and you wish us to stop.

- 12.7 You have the right to object if we process your personal data for the purposes of direct marketing.
- 12.8 You have the right to receive a copy of your personal data and, with some exceptions, to transfer your personal data to another data controller. We will not charge for this and will in most cases aim to do this within one month.
- 12.9 With some exceptions, you have the right not to be subjected to automated decision-making.
- 12.10 You have the right to be notified of a data security breach concerning your personal data where that breach is likely to result in a high risk of adversely affecting your rights and freedoms
- 12.11 In most situations we will not rely on your consent as a lawful ground to process your data. If we do request your consent to the processing of your personal data for a specific purpose, you have the right not to consent or to withdraw your consent later. To withdraw your consent, you should contact the Data Protection Officer.
- 12.12 You have the right to complain to the Information Commissioner. You can do this by contacting the Information Commissioner's Office directly. Full contact details including a helpline number can be found on the Information Commissioner's Office website (www.ico.org.uk). This website has more information on your rights and our obligations.

GDPR Policy

1.0 Overview

- 1.1 The Company takes the security and privacy of your data seriously. We need to gather and use information or 'data' about you as part of our business and to manage our relationship with you. We intend to comply with our legal obligations under the **Data Protection Act 2018** (the '2018 Act') and the **EU General Data Protection Regulation** ('GDPR') in respect of data privacy and security. We have a duty to notify you of the information contained in this policy.
- 1.2 This policy applies to current and former employees, workers, volunteers, apprentices, contractors and consultants; it does not apply to people falling outside of these categories. If you fall into one of these categories then you are a 'data subject' for the purposes of this policy. You should read this policy alongside your contract of employment (or contract for services) and any other notice we issue to you from time to time in relation to your data.
- 1.3 The Company has separate policies and privacy notices in place in respect of customers, suppliers and other categories of data subject. A copy of these can be obtained from our Data Protection Officer.

- 1.4** The Company has measures in place to protect the security of your data in accordance with our Data Security Policy. A copy of this can be obtained from our Data Protection Officer.
- 1.5** The company will hold data in accordance with our Data Retention Policy. A copy of this can be obtained from our Data Protection Officer. We will only hold data for as long as necessary for the purposes for which we collected it.
- 1.6** The Company is a '**data controller**' for the purposes of your personal data. This means that we determine the purpose and means of the processing of your personal data.
- 1.7** This policy explains how the Company will hold and process your information. It explains your rights as a data subject. It also explains your obligations when obtaining, handling, processing or storing personal data in the course of working for, or on behalf of, the Company.
- 1.8** This policy does not form part of your contract of employment (or contract for services if relevant) and can be amended by the Company at any time. It is intended that this policy is fully compliant with the 2018 Act and the GDPR. If any conflict arises between those laws and this policy, the Company intends to comply with the 2018 Act and the GDPR.

1.0 Data Protection Principles

- 1.1** Personal data must be processed in accordance with six '**Data Protection Principles.**' It must:
- be processed fairly, lawfully and transparently;
 - be collected and processed only for specified, explicit and legitimate purposes;
 - be adequate, relevant and limited to what is necessary for the purposes for which it is processed;
 - be accurate and kept up to date. Any inaccurate data must be deleted or rectified without delay;
 - not be kept for longer than is necessary for the purposes for which it is processed; and
 - be processed securely.

We are accountable for these principles and must be able to show that we are compliant.

3.0 How we define personal data

- 3.1** '**Personal data**' means information which relates to a living person who can be **identified** from that data (a '**data subject**') on its own, or when taken together with other information which is likely to come into our possession. It includes any

expression of opinion about the person and an indication of the intentions of us or others, in respect of that person. It does not include anonymised data.

3.2 This policy applies to all personal data whether it is stored electronically, on paper or on other materials.

3.3 This personal data might be provided to us by you, or someone else (such as a former employer, your doctor, or a credit reference agency), or it could be created by us. It could be provided or created during the recruitment process or during the course of the contract of employment (or services) or after its termination. It could be created by your manager or other colleagues.

3.4 We will collect and use the following types of personal data about you:

- recruitment information such as your application form and CV, references, qualifications and membership of any professional bodies and details of any pre-employment assessments;
- your contact details and date of birth;
- the contact details for your emergency contacts;
- your gender;
- your marital status and family details;
- information about your contract of employment (or services) including start and end dates of employment, role and location, working hours, details of promotion, salary (including details of previous remuneration), pension, benefits and holiday entitlement;
- your bank details and information in relation to your tax status including your national insurance number;
- your identification documents including passport and driving licence and information in relation to your immigration status and right to work for us;
- information relating to disciplinary or grievance investigations and proceedings involving you (whether or not you were the main subject of those proceedings);
- information relating to your performance and behaviour at work;
- training records;
- electronic information in relation to your use of IT systems/swipe cards/telephone systems;
- your images (whether captured on CCTV, by photograph or video);
- any other category of personal data which we may notify you of from time to time.

4.0 How we define special categories of personal data

4.1 ‘Special categories of personal data’ are types of personal data consisting of information as to:

- your racial or ethnic origin;
- your political opinions;

- your religious or philosophical beliefs;
- your trade union membership;
- your genetic or biometric data;
- your health;
- your sex life and sexual orientation; and
- any criminal convictions and offences.

We may hold and use any of these special categories of your personal data in accordance with the law.

5.0 How we define processing

5.1 **‘Processing’** means any operation which is performed on personal data such as:

- collection, recording, organisation, structuring or storage;
- adaption or alteration;
- retrieval, consultation or use;
- disclosure by transmission, dissemination or otherwise making available;
- alignment or combination; and
- restriction, destruction or erasure.

This includes processing personal data which forms part of a filing system and any automated processing.

6.0 How will we process your personal data?

6.1 The Company will process your personal data (including special categories of personal data) in accordance with our obligations under the 2018 Act.

6.2 We will use your personal data for:

- performing the contract of employment (or services) between us;
- complying with any legal obligation; or
- if it is necessary for our legitimate interests (or for the legitimate interests of someone else). However, we can only do this if your interests and rights do not override ours (or theirs). You have the right to challenge our legitimate interests and request that we stop this processing. See details of your rights in section 12 below.

We can process your personal data for these purposes without your knowledge or consent. We will not use your personal data for an unrelated purpose without telling you about it and the legal basis that we intend to rely on for processing it.

If you choose not to provide us with certain personal data you should be aware that we may not be able to carry out certain parts of the contract between us. For example, if you do not provide us with your bank account details, we may not be able to pay you. It might also stop

us from complying with certain legal obligations and duties which we have such as to pay the right amount of tax to HMRC or to make reasonable adjustments in relation to any disability you may suffer from.

7.0 Examples of when we might process your personal data

7.1 We have to process your personal data in various situations during your recruitment, employment (or engagement) and even following termination of your employment (or engagement).

7.2 For example (and see section 7.6 below for the meaning of the asterisks):

- to decide whether to employ (or engage) you;
- to decide how much to pay you, and the other terms of your contract with us;
- to check you have the legal right to work for us;
- to carry out the contract between us including where relevant, its termination;
- training you and reviewing your performance*;
- to decide whether to promote you;
- to decide whether and how to manage your performance, absence or conduct*;
- to carry out a disciplinary or grievance investigation or procedure in relation to you or someone else;
- to determine whether we need to make reasonable adjustments to your workplace or role because of your disability*;
- to monitor diversity and equal opportunities*;
- to monitor and protect the security (including network security) of the Company, of you, our colleagues, customers and others;
- to monitor and protect the health and safety of you, our colleagues, customers and third parties*;
- to pay you and provide pension and other benefits in accordance with the contract between us*;
- paying tax and national insurance;
- to provide a reference upon request from another employer;
- to pay trade union subscriptions*;
- monitoring compliance by you, us and others with our policies and our contractual obligations*;
- to comply with employment law, immigration law, health and safety law, tax law and other laws which affect us*;
- to answer questions from insurers in respect of any insurance policies which relate to you*;
- running our business and planning for the future;
- the prevention and detection of fraud or other criminal offences;
- to defend the Company in respect of any investigation or litigation and to comply with any court or tribunal orders for disclosure*;
- for any other reason which we may notify you of from time to time.

7.3 We will only process special categories of your personal data (see above) in certain situations in accordance with the law. For example, we can do so if we have your explicit consent. If we asked for your consent to process a special category of personal data then we would explain the reasons for our request. You do not need to consent and can withdraw consent later if you choose by contacting our Data Protection Officer.

7.4 We do not need your consent to process special categories of your personal data when we are processing it for the following purposes, which we may do:

- where it is necessary for carrying out rights and obligations under employment law;
- where it is necessary to protect your vital interests or those of another person where you/they are physically or legally incapable of giving consent;
- where you have made the data public;
- where processing is necessary for the establishment, exercise or defence of legal claims; and
- where processing is necessary for the purposes of occupational medicine or for the assessment of your working capacity.

7.5 We might process special categories of your personal data for the purposes in paragraph 7.2 above which have an asterisk beside them. In particular, we will use information in relation to:

- your race, ethnic origin, religion, sexual orientation or gender to monitor equal opportunities;
- your sickness absence, health and medical conditions to monitor your absence, assess your fitness for work, to pay you benefits, to comply with our legal obligations under employment law including to make reasonable adjustments and to look after your health and safety; and
- your trade union membership to pay any subscriptions and to comply with our legal obligations in respect of trade union members.
- for any other reason which we may notify you of from time to time.

7.6 We will not take automated decisions about you using your personal data or use profiling in relation to you unless you are specifically informed that we intend to do so.

8.0 Sharing your personal data

8.1 Sometimes we might share your personal data with group companies or our contractors and agents to carry out our obligations under our contract with you or for our legitimate interests.

- 8.2** We require those companies to keep your personal data confidential and secure and to protect it in accordance with the law and our policies. They are only permitted to process your data for the lawful purpose for which it has been shared and in accordance with our instructions.
- 8.3** Examples of legitimate activities would include advice relating to and the administration of, Payroll, Pensions, Human Recourses, Benefits offered to employees
- 8.4** We do not send your personal data outside the European Economic Area. If this changes you will be notified of this and the protections which are in place to protect the security of your data will be explained.

9.0 How should you process personal data for the Company?

- 9.1** Everyone who works for, or on behalf of, the Company has some responsibility for ensuring data is collected, stored and handled appropriately, in line with this policy and the Company's Data Security and Data Retention policies.
- 9.2** The Company's Data Protection Officer/Data Protection Manager is responsible for reviewing this policy and updating the Board of Directors on the Company's data protection responsibilities and any risks in relation to the processing of data. You should direct any questions in relation to this policy or data protection to this person.
- 9.3** You should only access personal data covered by this policy if you need it for the work you do for, or on behalf of the Company and only if you are authorised to do so. You should only use the data for the specified lawful purpose for which it was obtained.
- 9.4** You should not share personal data informally.
- 9.5** You should keep personal data secure and not share it with unauthorised people.
- 9.6** You should regularly review and update personal data which you have to deal with for work. This includes telling us if your own contact details change.
- 9.7** You should not make unnecessary copies of personal data and should keep and dispose of any copies securely.
- 9.8** You should use strong passwords.
- 9.9** You should lock your computer screens when not at your desk.
- 9.10** Personal data should be encrypted before being transferred electronically to authorised external contacts. If you need advice on how to do this, speak to your line manager.

- 9.11 Consider anonymising data or using separate keys/codes so that the data subject cannot be identified.
- 9.12 Do not save personal data to your own personal computers or other devices.
- 9.13 Personal data should never be transferred outside the European Economic Area except in compliance with the law and authorisation of the Data Protection Officer.
- 9.14 You should lock drawers and filing cabinets. Do not leave paper with personal data lying about.
- 9.15 You should not take personal data away from Company's premises without authorisation from your line manager or Data Protection Officer.
- 9.16 Personal data should be shredded and disposed of securely when you have finished with it.
- 9.17 You should ask for help from our Data Protection Officer/Data Protection Manager if you are unsure about data protection or if you notice any areas of data protection or security we can improve upon.
- 9.18 Any deliberate or negligent breach of this policy by you may result in disciplinary action being taken against you in accordance with our disciplinary procedure.
- 9.19 It is a criminal offence to conceal or destroy personal data which is part of a subject access request (see below). This conduct would also amount to gross misconduct under our disciplinary procedure, which could result in your dismissal.

10.0 How to deal with data breaches

- 10.1 We have robust measures in place to minimise and prevent data breaches from taking place. Should a breach of personal data occur (whether in respect of you or someone else) then we must take notes and keep evidence of that breach. If the breach is likely to result in a risk to the rights and freedoms of individuals, then we must also notify the Information Commissioner's Office within 72 hours.
- 10.2 If you are aware of a data breach, you must contact our Data Protection Officer immediately and keep any evidence you have in relation to the breach.

11.0 Subject access requests

- 11.1 Data subjects can make a '**subject access request**' ('SAR') to find out the information we hold about them. This request must be made in writing. If you receive such a request, you should forward it immediately to the Data Protection Officer/Data Protection Manager who will coordinate a response.

11.2 If you would like to make a SAR in relation to your own personal data you should make this in writing to our Data Protection Officer. We must respond within one month unless the request is complex or numerous in which case the period in which we must respond can be extended by a further two months.

11.3 There is no fee for making a SAR. However, if your request is manifestly unfounded or excessive, we may charge a reasonable administrative fee or refuse to respond to your request.

12.0 Your data subject rights

12.1 You have the right to information about what personal data we process, how and on what basis as set out in this policy.

12.2 You have the right to access your own personal data by way of a subject access request (see above).

12.3 You can correct any inaccuracies in your personal data. To do so you should contact our Data Protection Officer.

12.4 You have the right to request that we erase your personal data where we were not entitled under the law to process it or it is no longer necessary to process it for the purpose it was collected. To do so you should contact our Data Protection Officer.

12.5 While you are requesting that your personal data is corrected or erased or are contesting the lawfulness of our processing, you can apply for its use to be restricted while the application is made. To do so you should contact our Data Protection Officer.

12.6 You have the right to object to data processing where we are relying on a legitimate interest to do so and you think that your rights and interests outweigh our own and you wish us to stop.

12.7 You have the right to object if we process your personal data for the purposes of direct marketing.

12.8 You have the right to receive a copy of your personal data and to transfer your personal data to another data controller. We will not charge for this and will in most cases aim to do this within one month.

12.9 With some exceptions, you have the right not to be subjected to automated decision-making.

12.10 You have the right to be notified of a data security breach concerning your personal data.

12.11 In most situations we will not rely on your consent as a lawful ground to process your data. If we do however request your consent to the processing of your personal data for a specific purpose, you have the right not to consent or to withdraw your consent later. To withdraw your consent, you should contact our Data Protection Officer.

12.12 You have the right to complain to the Information Commissioner. You can do this by contacting the Information Commissioner's Office directly. Full contact details including a helpline number can be found on the Information Commissioner's Office website (www.ico.org.uk). This website has further information on your rights and our obligations.

GDPR Privacy Policy

The Company collects and processes personal information, or personal data, relating to its employees, workers and contractors to manage the working relationship. This personal information may be held by the Company on paper or in electronic format.

The Company is committed to being transparent about how it handles your personal information, to protecting the privacy and security of your personal information and to meeting its data protection obligations under the General Data Protection Regulation ("GDPR") and the Data Protection Act 2018. The purpose of this privacy notice is to make you aware of how and why we will collect and use your personal information both during and after your working relationship with the Company. We are required under the GDPR to notify you of the information contained in this privacy notice.

This privacy notice applies to all current and former employees, workers and contractors; it does not apply to people falling outside of these categories. It is non-contractual and does not form part of any employment contract, casual worker agreement, consultancy agreement or any other contract for services.

The Company has appointed a Data Protection Officer to oversee compliance with this privacy notice. If you have any questions about this privacy notice or about how we handle your personal information, please contact the Data Protection Officer.

Data protection principles

Under the GDPR, there are six data protection principles that the Company must comply with. These provide that the personal information we hold about you must be:

- Processed lawfully, fairly and in a transparent manner.
- Collected only for legitimate purposes that have been clearly explained to you and not further processed in a way that is incompatible with those purposes.
- Adequate, relevant and limited to what is necessary in relation to those purposes.
- Accurate and, where necessary, kept up to date.
- Kept in a form which permits your identification for no longer than is necessary for those purposes.
- Processed in a way that ensures appropriate security of the data.

The Company is responsible for, and must be able to demonstrate compliance with, these principles.

This is called accountability.

What types of personal information do we collect about you?

Personal information is any information about an individual from which that person can be directly or indirectly identified. It doesn't include anonymised data, i.e. where all identifying particulars have been removed. There are also "special categories" of personal information, and personal information on criminal convictions and offences, which requires a higher level of protection because it is of a more sensitive nature. The special categories of personal information comprise information about an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health, sex life or sexual orientation and genetic and biometric data.

The Company collects, uses and processes a range of personal information about you. This includes (as applicable):

- your contact details, including your name, address, telephone number and personal e-mail address*
- your emergency contact details/next of kin*
- your date of birth*
- your gender*
- your marital status and dependant*
- the start and end dates of your employment or engagement*
- recruitment records, including personal information included in a CV, any application form, cover letter, interview notes, references, copies of proof of right to work in the UK documentation, copies of qualification certificates, copy of driving licence and other background check documentation*
- the terms and conditions of your employment or engagement (including your job title and working hours), as set out in a job offer letter, employment contract, written statement of employment particulars, casual worker agreement, consultancy agreement, pay review and bonus letters, statements of changes to employment or engagement terms and related correspondence*
- details of your skills, qualifications, experience and work history, both with previous employers and with the Company*
- your professional memberships*
- your salary, entitlement to benefits and pension information*
- your National Insurance number*
- your bank account details, payroll records, tax code and tax status information*
- any disciplinary, grievance and capability records, including investigation reports, collated evidence, minutes of hearings and appeal hearings, warning letters, performance improvement plans and related correspondence*
- appraisals, including appraisal forms, performance reviews and ratings, targets and objectives set*
- training records*
- annual leave and other leave records, including details of the types of and reasons for leave being taken and related correspondence*
- any termination of employment or engagement documentation, including resignation letters, dismissal letters, redundancy letters, minutes of meetings, settlement agreements and related correspondence*
- information obtained through electronic means, such as swipecard or clocking-

- in card records*
- information about your use of our IT systems, including usage of telephones, e-mail and the Internet*
- photographs*

**(this point may not apply to you. Note, this list is not exhaustive)*

The Company may also collect, use and process the following special categories of your personal information (as applicable):

- information about your health, including any medical condition, whether you have a disability in respect of which the Company needs to make reasonable adjustments, sickness absence records (including details of the reasons for sickness absence being taken), medical reports and related correspondence*
- information about your racial or ethnic origin, religious or philosophical beliefs and sexual orientation*
- trade union membership*
- information about criminal convictions and offences.*

**(this point may not apply to you. Note, this list is not exhaustive)*

How do we collect your personal information?

The Company may collect personal information about employees, workers and contractors in a variety of ways. It is collected during the recruitment process, either directly from you or sometimes from a third party such as an employment agency. We may also collect personal information from other external third parties, such as references from former employers, information from background check providers, information from credit reference agencies and criminal record checks from the Disclosure and Barring Service (DBS).

We will also collect additional personal information throughout the period of your working relationship with us. This may be collected in the course of your work-related activities. Whilst some of the personal information you provide to us is mandatory and/or is a statutory or contractual requirement, some of it you may be asked to provide to us on a voluntary basis. We will inform you whether you are required to provide certain personal information to us or if you have a choice in this. Your personal information may be stored in different places, including in your personnel file, in the Company's HR management system and in other IT systems, such as the e-mail system.

Why and how do we use your personal information?

We will only use your personal information when the law allows us to. These are known as the legal bases for processing. We will use your personal information in one or more of the following circumstances:

- where we need to do so to perform the employment contract, casual worker agreement, consultancy agreement or contract for services we have entered into with you
- where we need to comply with a legal obligation
- where it is necessary for our legitimate interests (or those of a third party), and

your interests or your fundamental rights and freedoms do not override our interests.

We may also occasionally use your personal information where we need to protect your vital interests (or someone else's vital interests).

We need all the types of personal information listed under *"What types of personal information do we collect about you?"* primarily to enable us to perform our contract with you and to enable us to comply with our legal obligations. In some cases, we may also use your personal information where it is necessary to pursue our legitimate interests (or those of a third party), provided that your interests or your fundamental rights and freedoms do not override our interests. Our legitimate interests include: performing or exercising our obligations or rights under the direct relationship that exists between the Company and you as its employee, worker or contractor; pursuing our business by employing (and rewarding) employees, workers and contractors; performing effective internal administration and ensuring the smooth running of the business; ensuring the security and effective operation of our systems and network; protecting our confidential information; and conducting due diligence on employees, workers and contractors. We believe that you have a reasonable expectation, as our employee, worker or contractor, that we will process your personal information.

The purposes for which we are processing, or will process, your personal information are to:

- enable us to maintain accurate and up-to-date employee, worker and contractor records and contact details (including details of whom to contact in the event of an emergency)*
- run recruitment processes and assess your suitability for employment, engagement or promotion*
- comply with statutory and/or regulatory requirements and obligations, e.g. checking your right to work in the UK*
- comply with the duty to make reasonable adjustments for disabled employees and workers and with other disability discrimination obligations*
- maintain an accurate record of your employment or engagement terms*
- administer the contract we have entered into with you*
- make decisions about pay reviews and bonuses*
- ensure compliance with your statutory and contractual rights*
- ensure you are paid correctly and receive the correct benefits and pension entitlements, including liaising with any external benefits or pension providers or insurers*
- ensure compliance with income tax requirements, e.g. deducting income tax and National Insurance contributions where applicable*
- operate and maintain a record of disciplinary, grievance and capability procedures and action taken*
- operate and maintain a record of performance management systems*
- record and assess your education, training and development activities and needs*
- plan for career development and succession*
- manage, plan and organise work*
- enable effective workforce management*
- operate and maintain a record of annual leave procedures*

- operate and maintain a record of sickness absence procedures*
- ascertain your fitness to work*
- operate and maintain a record of maternity leave, paternity leave, adoption leave, shared parental leave, parental leave and any other type of paid or unpaid leave or time off work*
- ensure payment of SSP or contractual sick pay*
- ensure payment of other statutory or contractual pay entitlements, e.g. SMP, SPP, SAP and ShPP*
- meet our obligations under health and safety laws*
- make decisions about continued employment or engagement*
- operate and maintain a record of dismissal procedures*
- provide references on request for current or former employees, workers or contractors*
- prevent fraud*
- monitor your use of our IT systems to ensure compliance with our IT-related policies*
- ensure network and information security and prevent unauthorised access and modifications to systems*
- ensure effective HR, personnel management and business administration, including accounting and auditing*
- ensure adherence to Company rules, policies and procedures*
- monitor equal opportunities*
- enable us to establish, exercise or defend possible legal claims*

**(this point may not apply to you. Note, this list is not exhaustive)*

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

What if you fail to provide personal information?

If you fail to provide certain personal information when requested or required, we may not be able to perform the contract we have entered into with you, or we may be prevented from complying with our legal obligations. You may also be unable to exercise your statutory or contractual rights.

Why and how do we use your sensitive personal information?

We will only collect and use your sensitive personal information, which includes special categories of personal information and information about criminal convictions and offences, when the law allows us to.

Some special categories of personal information, i.e. information about your health or medical conditions and trade union membership, and information about criminal convictions and offences, is processed so that we can perform or exercise our obligations or rights under employment law or social security law and in line with our data protection policy. Information about health or medical conditions may also be processed for the purposes of assessing the working capacity of an employee or medical diagnosis, provided this is done under the responsibility of a medical professional subject to the obligation of professional secrecy, e.g. a doctor, and again in line with our data protection policy.

We may also process these special categories of personal information, and information about any criminal convictions and offences, where we have your explicit written consent. In this case, we will first provide you with full details of the personal information we would like and the reason we need it, so that you can properly consider whether you wish to consent or not. It is entirely your choice whether to consent. Your consent can be withdrawn at any time.

The purposes for which we are processing, or will process, these special categories of your personal information, and information about any criminal convictions and offences, are to:

- assess your suitability for employment, engagement or promotion*
- comply with statutory and/or regulatory requirements and obligations, e.g. carrying out criminal record checks*
- comply with the duty to make reasonable adjustments for disabled employees and workers and with other disability discrimination obligations*
- administer the contract we have entered into with you*
- ensure compliance with your statutory and contractual rights*
- operate and maintain a record of sickness absence procedures*
- ascertain your fitness to work*
- manage, plan and organise work*
- enable effective workforce management*
- ensure payment of SSP or contractual sick pay*
- meet our obligations under health and safety laws*
- make decisions about continued employment or engagement*
- operate and maintain a record of dismissal procedures*
- ensure effective HR, personnel management and business administration*
- ensure adherence to Company rules, policies and procedures*
- monitor equal opportunities*
- pay trade union premiums*

**(this point may not apply to you. Note, this list is not exhaustive)*

Where the Company processes other special categories of personal information, i.e. information about your racial or ethnic origin, religious or philosophical beliefs and sexual orientation, this is done only for the purpose of equal opportunities monitoring and in line with our data protection policy. Personal information that the Company uses for these purposes is either anonymised or is collected with your explicit written consent, which can be withdrawn at any time. It is entirely your choice whether to provide such personal information.

We may also occasionally use your special categories of personal information, and information about any criminal convictions and offences, where it is needed for the establishment, exercise or defence of legal claims.

Change of purpose

We will only use your personal information for the purposes for which we collected it. If we need to use your personal information for a purpose other than that for which it was collected, we will provide you, prior to that further processing, with information about the new purpose, we will explain the

legal basis which allows us to process your personal information for the new purpose and we will provide you with any relevant further information. We may also issue a new privacy notice to you.

Who has access to your personal information?

Your personal information may be shared internally within the Company, including with members of the HR department, payroll colleagues, your line manager, other managers in the department in which you work and IT colleagues if access to your personal information is necessary for the performance of their roles.

The Company may also share your personal information with third-party service providers (and their designated agents), including:

- external organisations for the purposes of conducting pre-employment reference and employment background checks*
- payroll providers*
- benefits providers and benefits administration, including insurers*
- pension scheme provider and pension administration*
- occupational health providers*
- external IT services*
- external auditors*
- professional advisers, such as lawyers and accountants*

**(this point may not apply to you. Note, this list is not exhaustive)*

The Company may also share your personal information with other third parties in the context of a potential sale or restructuring of some or all of its business. In those circumstances, your personal information will be subject to confidentiality undertakings.

We may also need to share your personal information with a regulator or to otherwise comply with the law.

We may share your personal information with third parties where it is necessary to administer the contract we have entered into with you, where we need to comply with a legal obligation, or where it is necessary for our legitimate interests (or those of a third party).

How does the Company protect your personal information?

The Company has put in place measures to protect the security of your personal information. It has internal policies, procedures and controls in place to try and prevent your personal information from being accidentally lost or destroyed, altered, disclosed or used or accessed in an unauthorised way. In addition, we limit access to your personal information to those employees, workers, agents, contractors and other third parties who have a business need to know in order to perform their job duties and responsibilities. You can obtain further information about these measures from our Data Protection Officer.

Where your personal information is shared with third-party service providers, we require all third parties to take appropriate technical and organisational security measures to protect your personal information and to treat it subject to a duty of confidentiality and in accordance with data protection

law. We only allow them to process your personal information for specified purposes and in accordance with our written instructions and we do not allow them to use your personal information for their own purposes.

The Company also has in place procedures to deal with a suspected data security breach and we will notify the Information Commissioner's Office (or any other applicable supervisory authority or regulator) and you of a suspected breach where we are legally required to do so.

For how long does the Company keep your personal information?

The Company will only retain your personal information for as long as is necessary to fulfil the purposes for which it was collected and processed, including for the purposes of satisfying any legal, tax, health and safety, reporting or accounting requirements.

The Company will generally hold your personal information for the duration of your employment or engagement. The exceptions are:

- any personal information supplied as part of the recruitment process will not be retained if it has no bearing on the ongoing working relationship
- personal information about criminal convictions and offences collected in the course of the recruitment process will be deleted once it has been verified through a DBS criminal record check, unless, in exceptional circumstances, the information has been assessed by the Company as relevant to the ongoing working relationship
- it will only be recorded whether a DBS criminal record check has yielded a satisfactory or unsatisfactory result, unless, in exceptional circumstances, the information in the criminal record check has been assessed by the Company as relevant to the ongoing working relationship
- if it has been assessed as relevant to the ongoing working relationship, a DBS criminal record check will nevertheless be deleted after [six months] or once the conviction is "spent" if earlier (unless information about spent convictions may be retained because the role is an excluded occupation or profession)
- disciplinary, grievance and capability records will only be retained until the expiry of any warning given (but a summary disciplinary, grievance or performance management record will still be maintained for the duration of your employment).

Once you have left employment or your engagement has been terminated, we will generally hold your personal information for one year after the termination of your employment or engagement, but this is subject to: (a) any minimum statutory or other legal, tax, health and safety, reporting or accounting requirements for particular data or records, and (b) the retention of some types of personal information for up to six years to protect against legal risk, e.g. if they could be relevant to a possible legal claim in a tribunal, County Court or High Court. We will hold payroll, wage and tax records (including salary, bonuses, overtime, expenses, benefits and pension information, National Insurance number, PAYE records, tax code and tax status information) for six years after the termination of your employment or engagement. Overall, this means that we will "thin" the file of personal information that we hold on you one year after the termination of your employment or engagement, so that we only continue to retain for a longer period what is strictly necessary.

Personal information which is no longer to be retained will be securely and effectively destroyed or permanently erased from our IT systems and we will also require third parties to destroy or erase such personal information where applicable.

In some circumstances we may anonymise your personal information so that it no longer permits your identification. In this case, we may retain such information for a longer period.

Your rights in connection with your personal information

It is important that the personal information we hold about you is accurate and up to date. Please keep us informed if your personal information changes, e.g. you change your home address, during your working relationship with the Company so that our records can be updated. The Company cannot be held responsible for any errors in your personal information in this regard unless you have notified the Company of the relevant change.

As a data subject, you have a number of statutory rights. Subject to certain conditions, and in certain circumstances, you have the right to:

- request access to your personal information - this is usually known as making a data subject access request and it enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it
- request rectification of your personal information - this enables you to have any inaccurate or incomplete personal information we hold about you corrected
- request the erasure of your personal information - this enables you to ask us to delete or remove your personal information where there's no compelling reason for its continued processing, e.g. it's no longer necessary in relation to the purpose for which it was originally collected
- restrict the processing of your personal information - this enables you to ask us to suspend the processing of your personal information, e.g. if you contest its accuracy and so want us to verify its accuracy
- object to the processing of your personal information - this enables you to ask us to stop processing your personal information where we are relying on the legitimate interests of the business as our legal basis for processing and there is something relating to your particular situation which makes you decide to object to processing on this ground
- data portability - this gives you the right to request the transfer of your personal information to another party so that you can reuse it across different services for your own purposes.

If you wish to exercise any of these rights, please contact our Data Protection Officer. We may need to request specific information from you in order to verify your identity and check your right to access the personal information or to exercise any of your other rights. This is a security measure to ensure that your personal information is not disclosed to any person who has no right to receive it.

In the limited circumstances where you have provided your consent to the processing of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. This will not, however, affect the lawfulness of processing based on your

consent before its withdrawal. If you wish to withdraw your consent, please contact our Data Protection Officer. Once we have received notification that you have withdrawn your consent, we will no longer process your personal information for the purpose you originally agreed to, unless we have another legal basis for processing.

If you believe that the Company has not complied with your data protection rights, you have the right to make a complaint to the Information Commissioner's Office (ICO) at any time. The ICO is the UK supervisory authority for data protection issues.

Transferring personal information outside the European Economic Area

The Company will not normally transfer your personal information to countries outside the European Economic Area. However, the Company may transfer your personal information to countries outside the European Economic Area (EEA) where the servers of service providers are based outside of the EEA. However, to ensure that your personal information does receive an adequate level of protection, it is transferred outside the EEA on the basis of the following safeguard: Where this is the case, providers are required to comply fully with all GDPR, Privacy Policies and Data Protection Policies in the same way as they would within the EEA. Personal data may only be transferred to countries where there is an adequacy decision by the European Commission in respect of those countries. This means that the country/countries to which we transfer your personal information is/are deemed to provide an adequate level of protection for your personal information.

You can obtain further information about these measures from our Data Protection Officer.

Automated decision making

Automated decision making occurs when an electronic system uses your personal information to make a decision without human intervention.

We do not envisage that any employment decisions will be taken about you based solely on automated decision making, including profiling. However, we will notify you in writing if this position changes.

Changes to this privacy notice

The Company reserves the right to update or amend this privacy notice at any time, including where the Company intends to further process your personal information for a purpose other than that for which the personal information was collected or where we intend to process new types of personal information. We will issue you with a new privacy notice when we make significant updates or amendments. We may also notify you about the processing of your personal information in other ways.

Contact

If you have any questions about this privacy notice or how we handle your personal information, please contact our Data Protection Officer.

Holiday Policy

1.0 Overview

- 1.1 This policy covers everything to do with your holiday entitlement and explains what you must do to arrange time off for holidays.
- 1.2 This policy applies to all employees and workers but does not apply to self-employed contractors.
- 1.3 If you are an employee, this policy does not form part of your employment contract and we may update it at any time.

2.0 What is my holiday entitlement?

- 2.1 **How many days holiday do I get?** You will find the number of days of paid holiday you are entitled to in your contract and whether this includes or is in addition to Bank/Public Holidays. The first four weeks of your annual leave are classed as leave under Regulation 13 of the *Working Time Regulations 1998* and the remainder under Regulation 13A and/or your contract as appropriate. This is important, because slightly different laws apply to the first four weeks of your holiday in any holiday year, which are dealt with below, described as your first four weeks' leave.
- 2.2 **What if I work part-time?** If you work part-time, your holiday entitlement (including time off for public holidays) will be calculated on a pro-rata basis.
- 2.3 **When does the holiday year start?** The Company's holiday year is stated in your contract. If you join or leave the Company part way through the holiday year, we'll calculate your holiday entitlement for that holiday year on a pro-rata basis.
- 2.4 **What if I've just started work?** During your first year, you can only take the number of days you have accrued up to the day your holiday starts, unless your manager has agreed otherwise and confirmed that in writing.
- 2.5 **Can I roll my holiday over if I don't take it all?** Holidays not taken by the end of the holiday year will (except where you have been unable to take your holiday due to long-term sickness absence or maternity/parental leave) be lost and you will not receive any payment in lieu.

3.0 How do I request time off?

- 3.1 You can ask to take a maximum of 2 weeks' holiday at any one time. You should put in your request as soon as you have chosen the dates (but before booking your holiday). The minimum period to make a request for holiday is twice the length of the time you want to take off, but remember holidays will only be authorised based on the needs of the business and may be refused if we are unable to accommodate your request.
- 3.2 You must make all requests for holiday leave formally via the HR system, an email or in writing to your manager.
- 3.3 Your manager must approve all holiday requests. These are usually considered on a first come, first served basis. At popular times of the year — particularly Christmas, Easter, and school holidays — we may need to rotate holiday allocation regardless of

who put in the first request. Any specific times when you cannot take holiday due to business demands are set out in your contract.

- 3.4 You may sometimes have to take your holiday on dates that we specify. This is most likely to be when the business is closed — over Christmas and New Year, for example — or to avoid busy periods, or because you still have not taken all the leave due to you in the current holiday year. If you are leaving the Company, we may also ask you to take your remaining holiday entitlement during your notice period.
- 3.5 Provided you have sufficient holiday entitlement, we will — wherever possible — try to fulfil requests for time off for a religious occasion. This will however be subject to our business requirements.
- 3.6 Your manager will discuss alternative dates with you if we have to turn down a holiday request. If your request is refused and you take time off anyway, we will view it as unauthorised absence and deal with the matter in accordance with our Disciplinary Policy.
- 3.7 Please do not make any travel arrangements or financial commitments until you have received our written confirmation that you can take the time off work. The Company will not be responsible if you suffer losses because your holiday request is refused, regardless of the reason.

4.0 How much will I be paid?

- 4.1 We will pay you at your normal rate while you are on holiday for the first four weeks of your leave in any holiday year. If your holiday entitlement is longer, you will just receive your basic salary.
- 4.2 We will let you know whether any commission or overtime payments will be included in your holiday pay. If we do include these elements in your holiday pay on one occasion, it does not mean that we must include them in the future.
- 4.3 Statutory holiday pay under the *Working Time Regulations 1998* which is based on average pay will, from 6 April 2020, normally be calculated using a 52-week reference period (or such shorter reference period that reflects the number of weeks you have been employed by us during that holiday year).

5.0 What happens if I am sick during my holiday?

- 5.1 If you are sick while on holiday, you can treat the time off as sick leave instead of holiday.
- 5.2 To reclaim your holiday time and take it at a later date, you must follow the Company's Sickness Absence Reporting Procedure in full. Tell your manager as soon as possible (normally meaning while you are on holiday) and provide medical evidence — translated into English if necessary — of your illness or injury. If you do not do this, we will treat your absence as holiday and not sick leave. You must then follow the procedure outlined above to book dates for another holiday.

- 5.3** If you are on sick leave at the start of a holiday period, and you are not fit to work at any time during it, you may reschedule the affected days. You will need to provide medical evidence and follow the procedure outlined above.
- 5.4** We will pay you statutory sick pay, rather than holiday pay, for any scheduled holiday days taken as sick leave provided. You will need to follow the procedure above for your request to be considered.
- 5.5** We will treat dishonest claims or any other abuse of this policy under our Disciplinary Policy.

6.0 What happens to my holiday entitlement if I am on long-term absence?

- 6.1** Your holiday entitlement continues to accrue during the holiday year when you are off work long-term for any of the following reasons:
- Sick leave; or
 - Maternity leave; paternity leave; adoption leave; parental leave; or
 - Shared parental leave (known as 'family leave' in this policy).
- 6.2** You may carry over unused holiday [relating to the first four weeks' leave only] to the following year if your sick leave spans two holiday years or you return to work too near the end of the holiday year to fit in the time off due to you. Any holiday carried over will be lost if you do not take it within 18 months of the end of the holiday year in which it accrued. You are not entitled to carry over any additional Regulation 13A or contractual leave.
- 6.3** If you intend taking family leave and expect this to span two holiday years, you must give your manager as much notice as you can. You may carry over into the next holiday year any holiday entitlement that it is impractical for you to take before the start of your family leave. This covers your full annual leave entitlement.
- 6.4** You should take any holiday leave you have carried over within the holiday year in which you return to work, unless a different timescale is agreed with your manager.

7.0 What happens if I leave the Company?

- 7.1** You will normally be required to use up any outstanding annual leave days during your notice period. This applies whether you resign, or we give you notice that we are ending your employment.
- 7.2** We may alternatively pay you in lieu of any holiday that has accrued, up to the termination date, in the holiday year in which your employment will end, but which you have not taken. Payment will be made at the rate of 1/260th of your basic salary for each day of leave you have outstanding, pro-rated if you work part-time.
- 7.3** If you have taken more annual leave than you were entitled to up to the day you leave the Company, an amount calculated as above will be deducted from the final payment we make to you.

Sickness & Absence Policy

Purpose and Scope

The Company understands that everyone is ill from time to time and will do its utmost to support any employee who is genuinely ill. This Procedure is aimed at addressing the situation where sickness absence occurs.

The procedure aims to deal sensitively with employees who are ill, and to deal with sickness absence in a fair manner, while minimising the impact on company operations.

2.0 Principles

- 2.1** It is recognised that the handling of incapacity due to sickness is distinguished from other aspects of discipline. All cases will receive individual consideration and assessment according to the effect upon company operations, and action will be planned accordingly. Equally, the needs of the individual employee during periods of absence will be considered when assessing the effects of such absence. However, it is recognised that it may be necessary to issue warnings to employees in respect of their attendance records.
- 2.2** It is recognised that a fair procedure must be followed and clearly documented so as to ensure that every effort is made to assist the employee in improving attendance. It may be necessary however to make clear to employees at any stage that, however genuine the health problem, dismissal may result from excessive sickness absence where such continued absence is seriously detrimental to company operations.
- 2.3** We will seek to redeploy the employee to suitable alternative work as an alternative to dismissal where the employee is unfit for a particular job but may be able to meet the requirements of other related jobs.
- 2.4** It is also recognised that where there is an abuse of the procedures relating to authorised absence then the Disciplinary Procedure may be invoked as appropriate.

3.0 Reporting Procedure

Should you be unable to attend work due to illness or injury, you must comply with the following sickness absence reporting procedure:

- 3.1** On the first morning of your sickness absence, you must contact us and speak to your line manager personally (text, email, social media are not acceptable means of communication) at the earliest possible opportunity and as close to your normal start time as possible. In any event, this must be no later than your normal start time. If you are unable to speak to your line manager personally, you should speak to either their deputy or a senior manager. You should give details of the nature of your illness and, if the illness is of a minor nature, you should indicate when you believe you will be fit to return to work. You must inform your line manager as soon as possible of any change in the date of your anticipated return to work. Email, text messages/social media are not regarded as an appropriate means of communication.
- 3.2** For an absence of seven consecutive calendar days or less, you are required to telephone your line manager on a daily basis in accordance with the reporting procedure set out above. You must also complete a self-certification of sickness

absence form immediately on your return to work; usually this will be done with your line manager at a return-to-work meeting. You are reminded that it is a serious disciplinary offence to provide false information on a self-certification form.

- 3.3** Should your sickness absence be for a period in excess of seven calendar days, you are required as an absolute minimum to contact your line manager on a weekly basis in order to provide an update on your illness or injury. A doctor's certificate must also be obtained. A new doctor's certificate must be submitted on the expiration of the previous one. Your doctor's certificate must be forwarded to your Line Manager as quickly as possible and in any event no later than the end of the calendar week in respect of which the certificate commenced.
- 3.4** You should have certificates (either self-certification of sickness absence forms or doctor's certificates) to cover the entire period of your sickness absence.
- 3.5** For all periods of sickness absence of half a day or longer, your line manager may require you to attend a "back to work" interview on your return to work to discuss the reasons for your absence and, in particular, whether it was work-related.

4.0 Payment

To support employees who fall ill, we will provide as a minimum the Statutory Sick Pay prevailing at the time of the absence; this is set by the Government. In addition, employees may be granted discretionary sick pay as set out in their Contracts of Employment; discretionary sick pay is not an entitlement and each occasion of sickness will be judged on its own circumstances.

In order to receive payment, the sickness absence procedure must be followed in full.

Employees should note that if they fall ill prior to, or whilst on holiday, they must follow the normal sickness absence procedures in order to receive appropriate payment. It is company policy that no discretionary sick pay will be paid for periods of sickness during holidays and that employees will only receive appropriate Statutory Sick Pay at the prevailing rates.

We reserve the right to withhold sick pay in circumstances where the certification procedure described above has not been followed or where there is sufficient reason to doubt the validity of your sickness absence claim. In the latter circumstances, we may request you to undergo a medical examination by a doctor selected by it.

5.0 Management of Sickness Absence

The Procedure covers two types of sickness absence:-

- Intermittent sickness absence – where there are 3 occasions of non-attendance within a rolling 52-week year.
- Long term sickness absence- of 4 weeks or more.

5.1 Intermittent Sickness Absence

Stage 1 – Return to Work Interview

On every occasion of sickness absence the employee will attend a return to work interview with their line manager. This will take the form of an informal interview with the employee to identify the problem, create awareness and give help where appropriate. The effect of his absence on the work situation will be explained to the employee. If the employee has been absent on more than 2 occasions in a rolling 52-week period, an indication will be given to the employee of the stages of the procedure which will be followed and the possible consequences which could ensue, if there is no improvement in his attendance levels. The employee will be informed of the period during which his attendance will be monitored in this connection.

Stage 2 – Interview of Concern

This will take place where there have been 3 periods (of any duration) of absence in any 52-week rolling year. The employee will be informed of any possible sources of support and it may be appropriate at this early stage to refer him/her to a registered medical practitioner nominated by us. At the same time, the effect of his/her absence on the work situation will be explained to the employee. An indication will be given to the employee of the stages of the procedure which will be followed and the possible consequences which could ensue, if there is no improvement in his/her attendance levels. The employee will be informed of the period during which his/her attendance will be monitored in this connection.

Stage 3 – Verbal Warning

If, following the interview of concern, the attendance record does not improve, then a second, interview will be held. The same information will be given to the employee as outlined in Stage 2. Their Line Manager will investigate the reasons for the absence; and will consult with the employee, inviting him/her to give his/her views as to the problem and how such might be resolved. At the end of the interview, the employee may be issued with a verbal warning regarding his/her attendance record.

Stage 4 – First Written Warning

If the attendance record does not improve sufficiently then a first written warning may be issued after the same process of interview, investigation, information, consultation and discussion has been undertaken as for Stages 2 and 3 above; the disciplinary principals set out in the Disciplinary Policy apply in such circumstances and will also be followed.

Stage 5 – Final Written Warning

If the attendance record does not improve sufficiently, then following the same process as for Stages 2 to 4 above, a final written warning may be issued.

Stage 6 – Dismissal

If the attendance record does not improve sufficiently, then following the same process for Stages 2 – 4 above, the employee may be dismissed.

5.2 Long Term Sickness Absence

It is recognised that it is particularly important in long term ill health cases for personal contact to be maintained – the employee should try to give us an idea of when he/she is likely to be able to return to work, or whether he/she has a chronic illness which will mean he/she will have long periods of absence for so long as he/she continues to work for us. Equally, their Line Manager will keep in touch with the employee to see how the illness is progressing and to give help and support where necessary.

In every case of long term sickness absence there will be differing circumstances and factors to take into account. The procedure will thus require flexibility in its implementation and, by definition; no specific time limits can be laid down in respect of particular stages of the procedure. Factors to be considered include the nature of the illness, likely length of absence, our need to have the work done and the impact of the job in our organisation.

Medical evidence will be considered by us at all stages of the procedure. The employee may be referred to a registered medical practitioner chosen by ourselves. The employee may be required to ask for his own GP's medical notes to be provided and to be submitted to examination by the medical practitioner selected by ourselves.

Of the medical evidence to be considered by ourselves, such will include an indication by a medical practitioner of when a return to work may be expected and what type of work the employee will be capable of doing.

If the employee refuses to agree to his own GP's medical notes being made available, or to submit to medical examination by a medical practitioner selected by us, we may take decisions on the available evidence and such may result in dismissal.

We will consider alternative employment for the employee where appropriate.

Where the employee's job can no longer be kept open and no alternative work is available, the employee will be informed of the likelihood of dismissal. The employee will also be kept informed if his/her employment is at risk at all stages throughout the procedure.

Stage 1 – Interview of Concern

This will take place after 4 weeks of sickness absence and will take the same form and follow the same process as under Intermittent Sickness Absence above.

Stage 2

After a further 4 weeks of absence, an interview will take place between the employee and their Line Manager at which the employee will be informed of our approach and will take in dealing with long term sickness absence as set out in the paragraphs above. Their Line Manager will update the employee on his/her position with regard to Statutory Sick Pay or sickness absence pay entitlement.

Stage 3

The employee will be interviewed again no later than 3 months after the stage 1 interview in order to reconsider the employee's situation. We may refer the employee

to a registered medical practitioner of our choice. This stage may take place at any point after 3 months' absence but no later than 1 month prior to cessation of the Statutory Sick Pay or sickness absence pay entitlement as the case may be.

Stage 4

On receipt of the medical practitioner's report, we will review the situation and make appropriate decisions relating to the employee's continued employment with the business. At this stage at the latest, if not earlier, consideration may be given to suitable alternative employment, with particular reference to any recommendation made by the registered medical practitioner.

Stage 5 – Dismissal

Following consideration of medical evidence and of the possibility of suitable alternative employment, a decision to dismiss may be taken.

Given the nature of long-term sickness and the many and varied forms it may take, and differing circumstances surrounding each case, the flexibility required in implementing the procedure means that it will not always be appropriate to carry out all five stages above.

6.0 Returning to Work

Our aim is always to support employees whilst they are off and also on their return to work. If you have been absent for a sustained period of time, we will discuss a phased return to work with you in order to plan your return in such a way that you are able to return to work sustainably. A phased return usually means gradually building back up the days and hours you work over an appropriate period of time, which we would agree with you and, where appropriate, your medical practitioner and/or occupational health. During a phased return you would receive full pay for the hours you actually work and SSP for days you don't work provided that you don't work for 4 consecutive days as this is the requirement to receive SSP. Full details would be discussed with you when you are ready to plan your return to work.

