



# Company Handbook

Lewis Schools Ltd  
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# I Introduction

## I.1 Welcome

Welcome to the Lewis Schools Ltd. We are extremely proud of our organisation and the team we have assembled to service and promote our business. It is fully understood and readily accepted that our staff are our most valuable asset.

In order for us to continue providing our customers with the highest quality standards of service and best value for money, it is essential that we share a common philosophy in the way we approach and perform our individual and collective duties and responsibilities.

We will ask nothing of you, that we would not ask of any member of staff, that being; loyalty, honesty and hard work. Each of us has an important part to play and all of us are reliant upon one another making a full contribution towards generating a harmonious and efficient working environment.

We sincerely hope that you will enjoy working with us. Please read this handbook carefully and address any queries that you might have to your immediate Manager, the HR Manager or the Director.

This handbook in itself does not create an employment relationship between the parties- please see your specific contract or agreement for details of your employment status. This is a generic document and its contents apply to permanent, long-term, temporary and casual staff, employees, casual workers, contractors and trainees except where legal exclusions apply.

This handbook is not contractual; however non-compliance with the policies, rules and guidelines herein may be grounds for disciplinary action.

The policies detailed in the handbook are regularly reviewed and may be subject to change from time to time. You will be informed when any changes occur.

## I.2 Vision Statement

My vision for this company is to create a dynamic and forward thinking environment for customers and staff. It is a company that strives to listen and respond. All customers and employees are empowered to bring ideas. Creativity and the subsequent ownership of any resulting initiatives are highly prized. There must be a taste of quality in everything we do. This is no more true than in the area of customer service. Nothing more and nothing less is demanded of you than your 'personal very best'.

In the market place Lewis School of English will equate with dynamism, creativity, quality delivery and personal service.

Alistair Walker

Owner/Director

## I.3 The Lewis School Brand

Beyond its visual elements, a brand is a set of strengths, values and beliefs that help form the identity of an organisation. In this way, every employee plays a key role in representing the brand through their interactions with customers, suppliers and colleagues. Our brand is strengthened by the quality and consistency of the image we convey of the school.

The values that define Lewis School brand derive from our strengths and company culture. We proudly describe ourselves as a 'boutique' school - specialised, customer-focused and expert in our field. Our mission statement is as follows:

"We strive to bring freshness, sense of purpose, warmth and care to the educational experience offered to our students. We aim to

bring the same characteristics to bear on the workplace experience for all staff members."

Reflecting this, we have defined the core values of our brand as follows:

- Warmth & People Focus
- Freshness & Dynamism
- Professionalism

These qualities are delivered in the following ways. Please note that these lists are not exhaustive.

#### **Warmth & People Focus**

- Attending to the individual needs of each client
- Having an approachable and caring manner
- Being culturally sensitive
- Having a sense of humour
- Encouraging a friendly and supportive atmosphere throughout the school
- Encouraging teamwork and achievement
- Treating clients, colleagues, suppliers, members of the public and other stakeholders with respect
- Being aware of safeguarding issues and adhering to the safeguarding policy

#### **Freshness & Dynamism**

- Displaying energy, passion and enthusiasm
- Being proactive and reactive, eg anticipating and addressing issues
- Being open to new ideas, approaches, resources and techniques
- Being unafraid to experiment
- Willingness to share ideas
- Going the extra mile

#### **Professionalism**

- Being keen on self-development
- Having a sound knowledge of your field and keeping abreast of developments
- Honesty and integrity
- Adhering to company policies, procedures and guidelines
- Exerting authority in a firm but fair manner when required
- Referring matters to your line manager where appropriate
- Punctuality
- Maintaining a tidy appearance and a tidy working environment
- Performing administrative duties with care and in a timely manner

## **I.4 Staff Charter**

The Lewis School recognizes that its staff, whether permanent, temporary, casual or otherwise, is its most important resource. This Charter aims to provide an informal agreement between the Director and staff.

As part of this Charter, the School promises to:

- Offer a learning environment which provides staff with the opportunity to progress and develop.
- Provide recognition for excellence in the workplace.
- Discuss any difficulties with standards of work as soon as possible, in a confidential setting.
- Provide the opportunity for staff to raise any difficulties they may be having and discuss them in a confidential way.
- Implement the induction policy for new staff members.
- Provide all staff with a contract, job description and the Company Handbook which together contain their terms and conditions.

#### **Staff Responsibilities**

Every staff member is responsible to someone else and ultimately to the Director. It is hoped that the channels of responsibility will produce a two-way flow and that you will take both ideas and problems to the person to whom you are responsible, including:

- Any grievance or complaint.
- Suggestions as to how working conditions and environment may be improved.
- Any ideas and suggestions as to how products and procedures may be improved.
- Any personal problems or difficulties with which the School may be able to help.

## I.5 Employment Records

Your Employment Record is very important. It contains all relevant information pertaining to your employment including address, telephone number, emergency contact details, educational attainments etc. It is most important that these records are kept up to date. Please notify *The Company* of any changes that might affect your Employment Record.

## I.6 Data Protection

*The Company* will hold and collect data in relation to you in your employment. This is for the purpose of administration, management, and compliance with applicable laws and regulations. All data will be treated with the utmost confidentiality.

*The Company* is committed to:

- Keeping all personal information confidential and secure
- Making sure the information is accurate, up-to-date and as complete as possible
- Removing irrelevant information as necessary

All personal information regarding your employment may be held on computer and also in your personnel file. Copies of any letters, memos, or emails relating to changes in your terms and conditions of employment may also be stored electronically, or on your personnel file.

Information will not be disclosed to any external third party without your consent, except where it is necessary in order to comply with statutory requirements, or where an organisation is acting on behalf of *The Company*. Internally the information may be made available to your manager and/or members of the senior management team, as circumstances dictate. You may, at any time, request access to the information held about you; such requests should be made to your manager and access will be provided within a reasonable period.



# 2 Company Policies and Procedures

## 2.1 Safeguarding

Lewis School of English has a duty of care to safeguard all children (and vulnerable adults) on our courses from harm. All children have a right to protection, and the needs of disabled children and others who may be particularly vulnerable must be taken into account.

Lewis School of English will ensure the safety and protection of all children and vulnerable adults on our courses through adherence to the Child Protection guidelines that we have adopted.

A child is defined as a person under the age of 18 (The Children Act 1989).

We will endeavour to ensure that children are protected from harm whilst visiting our centres. We will do this by:

- Making sure our staff are carefully selected
- Providing appropriate training for staff in issues of child protection
- Taking all reasonable steps to ensure the health, safety and welfare of any child or vulnerable adult in contact with the Lewis School of English
- Not physically, emotionally or sexually abusing any child or vulnerable adult in contact with Lewis School of English
- Taking all reasonable steps to prevent any staff member, person working for us or member of the public from putting any child in a situation where there is unreasonable risk to their health and safety
- Taking all reasonable steps to prevent any staff member, person working for us or member of the public from physically, emotionally or sexually abusing any child or vulnerable adult
- Reporting to the appropriate manager any evidence or reasonable suspicion that a child or vulnerable adult has been physically, emotionally or sexually abused in contact with Lewis School of English
- Referring to statutory authorities any incidents of this nature reported to senior staff
- Implementing this policy in conjunction with the health and safety guidelines
- Ensuring that all visitors and interested parties are aware of this policy and have access to copies

### 2.1.1 Safeguarding Policy

The welfare of the child is paramount. All children, whatever their age, culture, disability, gender, language, racial origin, religious beliefs and/or sexual identity, have the right to protection from abuse. All suspicions and allegations of abuse will be taken seriously and responded to swiftly and appropriately. All staff and Group Leaders working with children and vulnerable adults, whether paid or unpaid, have a responsibility to report concerns to the appropriate officer.

#### Safeguarding Policy Statement

Lewis School of English has a duty of care to safeguard all children and vulnerable adults in its care. All children have a right to protection, and the needs of disabled children and others who may be particularly vulnerable must be taken into account.

Lewis School of English will ensure the safety and protection of all children and vulnerable adults enrolled on its programmes through adherence to the Safeguarding guidelines that we have adopted.

A child is defined as a person under the age of 18 (The Children Act 1989).

We will endeavour to ensure that children are protected from harm whilst visiting our centres. We will do this by:

- Making sure our staff are carefully selected
- Providing appropriate training for staff in issues of child protection
- Taking all reasonable steps to ensure the health, safety and welfare of any child or vulnerable adult in contact with the Lewis School of English
- Not physically, emotionally or sexually abusing an child or vulnerable adult in contact with Lewis School of English

- Taking all reasonable steps to prevent any staff member, person working for us or member of the public from putting any child in a situation where there is unreasonable risk to their health and safety
- Taking all reasonable steps to prevent any staff member, person working for us or member of the public from physically, emotionally or sexually abusing any child or vulnerable adult
- Reporting to the appropriate manager any evidence or reasonable suspicion that a child or vulnerable adult has been physically, emotionally or sexually abused in contact with Lewis School of English
- Referring to statutory authorities any incidents of this nature reported to senior staff
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#### Policy Aims

The aim of the Lewis School of English Safeguarding Policy is to promote good practice by:

- Providing children with appropriate safety and protection whilst in the care of the Lewis School of English
- Allowing all staff to make informed and confident responses to specific child protection issues

'Safeguarding' refers to reducing risk and providing appropriate general care for children and vulnerable adults.

'Child protection' refers to protecting children from any kind of abuse.

#### Definitions of Abuse

- Abuse is a violation of an individual's human and civil rights by any other person or persons.
- Abuse may consist of a single act or repeated acts
- Abuse can be seen as an act of negligence or omission to act and may be the unintended consequences of a person's actions

The four main categories of abuse are listed below.

Physical abuse includes hitting, slapping, pushing, kicking, misuse of medication, undue restraint, or inappropriate sanctions.

Sexual abuse includes inappropriate physical contact, taking indecent images or sexual acts to which the child or vulnerable adult has not or could not consent, for the purpose of adult gratification.

Emotional abuse includes threats of harm, abandonment, humiliation, verbal or racial abuse, isolation, persistent lack of affection, verbal bullying or cyber-bullying.

Neglect and acts of omission includes failure to access medical care or services, negligence through risk-taking, failure to give prescribed medication, poor nutrition or lack of heating.

#### Sexual Offences Act 2003

It is important for all staff to understand that legislation covers 'Abuse of a position of trust' and considers all children under the age of 18 as minors in this case.

Abuse of position of trust is defined as 'causing or inciting a child to engage in sexual activity' and includes 'sexual activity in the presence of a child'.

A copy of the Sexual Offences Act can be provided to you or found online.

#### Code of Conduct for All Adults

This code of conduct must be followed by all Lewis School of English employees, clients, contractors and third party suppliers over the age of 18.

#### Dos and Don'ts for Working with Children

Do:

- Remember the child comes first
- Behave professionally
- Treat everyone with respect and communicate at their level
- Listen to children

- Be aware of policies and procedures
- Report any suspicion within Lewis School of English guidelines
- Be aware, approachable and understanding

Do not:

- Touch inappropriately
- Use inappropriate language
- Harm or frighten a child
- Be alone with a child, if avoidable,
- Threaten, shout or be aggressive
- Mistreat, demean, ignore or make fun of a child
- Force a child to do something they do not want to do
- Let a child expose him/herself to danger
- Take photos of children without the consent of Lewis School of English senior staff

Additionally, all students must remain under the supervision of Lewis School of English staff or nominated persons who have undergone a similar screening process that can be sufficiently evidenced.

You have a strict duty never to subject any child to any form of harm or abuse. Failure to honour this will be treated as gross misconduct. This means that it is unacceptable, for example, to:

- Distress a child by shouting at them or calling them derogatory names
- Slap a child
- Hold a child in such a way that it causes pain, or to shake them
- Physically restrain a child except to protect them from causing harm to themselves or others
- Take part in horseplay or rough games
- Allow or engage in inappropriate touching of any kind
- Do things of a personal nature for children that they can do for themselves, this includes going to the toilet with a child unless another adult is present
- Allow or engage in sexually suggestive behaviour within a child's sight or hearing, or making suggestive remarks to or within earshot of a child
- Give or show anything to a child that could be construed as pornographic
- Seek or agree to meet a child outside of their visit/stay with Lewis School of English without the full prior knowledge and consent of the parents/guardians
- Seek or agree to have any electronic form of contact with a child during or after their visit/stay with Lewis School of English without the full prior knowledge and consent of the Lewis School and the child's parents/guardians

#### Incidents that must be Reported / Recorded

If any of the following occur you should report this immediately to an appropriate member of Lewis School of English staff and record the incident.

- If you accidentally hurt a child or young person
- If he/she seems distressed in any manner
- If a child or young person appears to be sexually aroused by your actions
- If a child or young person misunderstands or misinterprets something you have done

If a child has an accident which does not require hospital treatment:

- Management should be notified and monitor the individual.
- The child's parent should be notified of the incident at an appropriate time.
- The accident/incident should be completed.
- A member of Lewis School of English staff should be informed immediately.

#### Responding to Allegations or Suspicions

It is not the responsibility of anyone working in Lewis School of English in a paid or unpaid capacity to decide whether or not child abuse has taken place. However, there is a responsibility to act on any concerns through contact with the appropriate authorities.

The Lewis School of English will assure all staff/volunteers that it will fully support and protect anyone who in good faith reports his/her concern that a colleague is, or may be, abusing a child.

If you notice any suspicious signs, report this to your line manager or the person responsible for welfare.

If a child tells you they are being abused, react as follows.

#### What to Do

- Stay calm
- Listen and be child-focused
- Give the person the chance to say what they want to say. Use TED to help you: Tell me, Explain to me, Describe to me
- Reassure that they have done the right thing by telling you. Explain that you will need to inform your line manager in order to provide the best possible help.
- Act immediately in accordance with the procedure in this policy
- Record in writing exactly what the student said as soon as possible.

#### What Not to Do

- Don't panic. Don't over-react. It is unlikely that the alleged victim is in immediate danger.
- Don't probe for more information or ask leading questions. Questioning the participant may affect how the disclosure is received at a later date.
- Don't assume, don't paraphrase and don't offer alternative explanations
- Don't promise to keep secrets or that everything will be OK. You can't guarantee this.
- Don't wait or try to deal with it yourself: listen and refer
- Don't make negative comments about the alleged abuser. Don't 'gossip' with colleagues about what has been said to you. Don't make a child repeat a story unnecessarily.

If there is, or seems to be, immediate risk to a child or children, contact the police directly. The parents or carers of the child will be contacted as soon as possible following advice from the relevant local authority department.

The manager responsible should only notify other members of Lewis School of English of events on a need to know basis, see confidentiality below.

#### Internal enquiries and suspension

The Lewis School of English manager responsible will immediately remove the adult from contact with students pending further police and social services inquiries. In accordance with the findings of the social services or police inquiries the Lewis School of English senior management team will assess all individual cases to decide whether a member of staff or volunteer can be reinstated and how this can be sensitively handled. The welfare of the child should remain of paramount importance throughout.

#### Allegations of previous abuse

Allegations of abuse may be made some time after the event (eg by an adult who was abused as a child, or by a member of staff who is still currently working with children).

Where such an allegation is made, the school will follow the procedures as detailed above and report the matter to the local authority or the police. This is because other children, either within or outside the organisation, may be at risk from this person.

Anyone who has a previous criminal conviction for offences related to abuse is automatically excluded from working with children. This is reinforced by the details of the Protection of Children Act 1999.

#### Action if bullying is suspected

If bullying is suspected, the same procedure should be followed as that set out in the table above.

#### Action to help the victim and prevent bullying

- Take all signs of bullying very seriously
- Encourage all children to speak and share their concerns. If anyone talks about or threatens suicide, seek professional help immediately. Help the victim to speak out and tell the person in charge or someone in authority.
- Investigate all allegations and take action to ensure the victim is safe.
- Speak to the victim and the bully(ies) separately.
- Reassure the victim that you can be trusted and will help them, although you cannot promise to tell no-one else.

- Keep records of what is said (what happened, by whom, when).
- Report any concerns to the person responsible for welfare or your line manager.

#### Action towards the bully(ies)

- Talk with the bully(ies), explain the situation, and try to get the bully(ies) to understand the consequences of their behaviour. Seek an apology for the victim(s) with a staff member present to keep a written record.
- The School will inform the parents of the bully(ies) and of the victim(s).
- The School will impose sanctions as necessary.
- Encourage and support the bully(ies) to change their behaviour.
- The School will hold meetings to monitor progress.
- The School will inform all relevant staff members of action taken.
- Keep a written record of action taken.
- Look at supporting the bully(ies) with any issues they may have.
- Further incidents of bullying may result in the bully(ies) being sent home (see discipline policy).

#### Concerns outside the immediate environment (e.g. about a parent or carer)

- Report your concerns to the person responsible for welfare or the relevant line manager, who should contact the local authority or the police as soon as possible.
- See below for the information that social services or the police will need.
- If the relevant manager is not available, the person being told of or discovering the abuse should contact social services or the police immediately.
- The local authority and the person responsible for welfare or relevant line manager will decide how to involve the parents/ carers.
- Maintain confidentiality, disseminating information on a need-to-know basis only.

#### Information for Social Services or the police about suspected abuse:

To ensure that this information is as helpful as possible, a detailed record should always be made at the time of the disclosure/ concern, which should include the following:

- The child's name, age and date of birth
- The child's home address and telephone number
- Whether or not the person making the report is expressing their own concerns or those of someone else
- The nature of the allegation. Include dates, times, any special factors and other relevant information
- Clear distinction made between what is fact and what is opinion or hearsay.
- A description of any visible bruising or other injuries, and also any indirect signs, such as behavioural changes
- Details of witnesses to the incidents
- The child's account, if it can be given, of what has happened and how any bruising or other injuries occurred
- Whether the parents have been contacted, and if so, what has been said
- Whether anyone else has been consulted, and if so, the relevant details
- If the child was not the person who reported the incident, whether the child has been spoken to, and if so, what was said
- Whether anyone has been alleged to be the abuser, and if so, the relevant details
- Where possible, referral to the police or social services should be confirmed in writing within 24 hours and the name of the contact who took the referral should be recorded.

If you are worried about sharing concerns about abuse to a senior colleague, you can contact social services or the police direct, or the NSPCC Child Protection Helpline on 0800 800 5000, or Childline on 0800 1111.

#### Confidentiality

Confidentiality shall be maintained at all times. Information shall be handled and disseminated on a need-to-know basis only.

This includes the following people:

- The line manager responsible for the alleged abuser
- The parents of the student who is alleged to have been abused
- The person making the allegation
- Social services/police
- The alleged abuser (and parents if the alleged abuser is a child).

Social services will advise on who should approach the alleged abuser. This will rarely be someone from the company itself.

Information must be stored in a secure place with limited access to designated people, in line with data protection laws (e.g. the information must be accurate, relevant, secure and, where necessary, regularly updated).

#### Support to deal with the aftermath of abuse

Consideration should be given to the kind of support that children, parents and members of staff or volunteers may need. Use of help-lines, support groups and open meetings will maintain an open culture and help the healing process. The British Association for Counselling directory is available from The British Association of Counselling, 1 Regent Place, Rugby, CV21 2PJ, Tel: 01788 550899, Fax: 01788 562189, E-mail: bac@bacp.co.uk, Internet: www.bacp.co.uk

Consideration should be given to what kind of support may be appropriate for the alleged perpetrator.

#### Other Welfare Considerations

##### Alcohol and Illegal Drugs

If there appears to be illegal drinking in or around one of our centres, or you see anyone apparently taking drugs, giving them to others or being given them you should:

In the event that they are a student

- Immediately deliver them to the relevant Manager
- Complete a detailed incident report
- Be alert and aware to any other similar incidents amongst their peers

In the event that they are a visitor

- Not apprehend the person but...
- Stay within reasonable distance as a barrier between them and the children
- Usher away any students discreetly
- Contact the police
- Contact your line manager

In the event that they are a staff member

- Similarly to that of the visitors scenario, stay within reasonable distance, preventing them from contact with any students
- Immediately contact their line manager

#### Protecting yourself from false accusation

It is important, when working with children, to also ensure your own personal safety. This includes protecting yourself from false accusation. The following guidelines exist to protect you.

- Avoid any being alone with a child wherever possible
- Never enter a student's room without reasonable cause
- Never enter a student's room without another member of staff. At least one staff member must be of the appropriate gender.
- Never agree to keep a secret for a student
- Complete incident reports – any inappropriate behaviour of any nature should be recorded on an incident report

#### Use of photographic/filming equipment

Lewis School of English staff are strictly prohibited from taken photographs or film footage of students unless authorised by a senior staff member. This includes taking photographs as keepsakes. Photographs and film footage may be required by the Marketing Department for publicity purposes.

Communication with students including use of mobile phones, email, social media etc

Staff may join the company Facebook group and other company social media and message the students collectively. However, no personal messaging of any kind is allowed during or following employment. This includes, but is not limited to, texting, emailing, messaging through social media and telephone calls.

Lewis School of English staff are in a position of authority and therefore the relationships with the students is, and should remain, a professional one only. You are role models to the students and not friends regardless of age.

### Promoting Good Practice

Child abuse, particularly sexual abuse, can arouse strong emotions in those facing such a situation. It is important to understand these feelings and not allow them to interfere with your judgment about the appropriate action to take.

Abuse can occur within many situations including the home, school and other youth sector environments. Some individuals will actively seek employment or voluntary work with young people in order to harm them.

All suspicious practice shall be reported following the guidelines in this document.

### Recruitment and Training of Staff

All reasonable steps are taken to ensure unsuitable people are prevented from working with children.

#### Pre-selection Checks

All staff should complete the Lewis School of English application form, which details of gives two referees. References must be taken up in writing.

All employees working with children should complete an enhanced Disclosure and Barring Service (DBS) check application form.

#### Interview and Induction

All employees and volunteers will be required to undergo an interview carried out to acceptable protocol and recommendations. During the recruitment process:

- The individual's identity should be verified and copies of proof of identity taken
- A check should be made that the DBS check application form has been completed in full
- Their qualifications should be substantiated where necessary

All employees should receive a formal or informal induction, during which they should receive, or be directed to, copies of the following documents, policies and procedures:

- Health & Safety Manual
- Risk assessments
- Radicalisation & Extremism Policy
- Company Handbook
- Relevant role manual

The job description and responsibilities should also be clarified during this induction.

#### Training

All staff must receive training in child protection covering all aspects laid out in the child protection guidance. Access to additional training in relation to safeguarding and child protection must be available at all times. Staff should request such training as and when necessary.

The Lewis School of English requires:

- Employees to attend in-house child protection awareness training, to encourage good practice and to facilitate the development

of a positive culture towards good practice and child protection.

- This training to be repeated annually.
- Senior coordinating staff to have sufficient and up-to-date knowledge on child protection legislation and issues.
- Relevant, nominated personnel to hold recognised and appropriate first aid qualifications.
- Staff to sign to say that they have read and understood this Safeguarding Policy and agree to the Code of Conduct. All staff will undertake an online training course from North Yorks Training Board at <http://www.safeguardingchildren.co.uk/course-signup.html>. Further clarification on Safeguarding / Child Protection is given at induction.

#### Useful Contact Details

L.A.D.O Southampton 023 8083 2556 / [LADO@southampton.gov.uk](mailto:LADO@southampton.gov.uk)

The NSPCC (National Society for the Prevention of Cruelty to Children) 0207 825 2500 Helpline: 0808 800

5000 [www.nspcc.org.uk](http://www.nspcc.org.uk)

Childline UK 0800 1111 [www.childline.org](http://www.childline.org)

DBS 0870 909 0811 [www.crb.gov.uk](http://www.crb.gov.uk)

Social Services Southampton 023 8083 3336

Emergency Out Of Hours Social Services 023 8023 3344

Samaritans: 08457 909090 [www.samaritans.org.uk](http://www.samaritans.org.uk)

Southampton Social Services Southampton – (023) 8083 3336 / (023) 80233344 out of hours

Reading Access and Assessment Team – 01189 373641 / 01344 786543 emergency duty team

New Forest Children’s Services Department – 0845 603 5620 (8.30am – 5:00pm) or 0845 600 4555 (out of hours)

## 2.1.2 Radicalisation and Extremism Policy

Lewis School of English is a multinational, multicultural and multi-faith learning environment with students and staff originating from all parts of the world.

Our school is fully committed to safeguarding and promoting the welfare of all its students and staff. Safeguarding against radicalisation and extremism falls under the umbrella of safeguarding against any other vulnerability. All staff are expected to remain vigilant of any potential threat of radicalisation and to uphold and promote equality, individual liberty, respect for other cultures, faiths and beliefs, and respect for the rule of law.

#### Definition of radicalisation and extremism

Extremism is defined as vocal or active opposition to fundamental human values of our society, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs.

Radicalisation is defined as the act or process of encouraging extremist views or actions in others, including forms of extremism leading to terrorism.

#### Links to other policies

The above policy statement links to the following policies:

- Safeguarding Policy
- Equality Policy
- Disciplinary Policy

#### Aims



The main aim of this policy statement is to ensure that staff are aware of and fully engaged in being vigilant about radicalisation; that they overcome any professional or personal disbelief that such issues will not happen here

#### Principle objectives

All teaching and non-teaching staff will have an understanding of what radicalisation and extremism are and why we need to be vigilant in school.

All staff will be made aware of what the school policy is on anti-radicalisation and extremism and will follow the school's procedure if any issues arise.

Students will know that the school has policies in place, as part of a safeguarding ethos, to keep them safe and that the school regularly reviews its systems to ensure they are appropriate and effective.

#### Procedures

Although no incidents involving radicalisation and extremism have occurred at Lewis School of English to date, it is important for all staff to be consistently vigilant and report to their line manager any instances or suspicions arising from behaviours, conversations or comments made by others – inside and outside of the classroom - which might indicate a particular leaning or perceived interest in this direction

#### The role of the curriculum

Our curriculum covers a wide range of topics. These topics need to be handled sensitively to ensure the promotion of respect, tolerance and diversity. Students should be encouraged to share their views and recognise that they are entitled to have their own different beliefs which should not be used to influence others.

It is generally recognised that young people with low aspirations are more vulnerable to radicalisation. Our students typically come from a reasonably well-off and educated background; however we tend to know very little about their home environment and personal circumstances. We strive to nurture confidence and self-belief within all our students, while promoting respect and tolerance as well as setting high standards and expectations for them.

#### INSET

Through INSET opportunities in school, we will ensure that our staff are fully aware of the threats, risks and vulnerabilities that are linked to radicalisation, are aware of the process of radicalisation and understand how this might be identified early on.

#### Policy review

The Radicalisation and Extremism policy statement will be reviewed annually as part of the overall Safeguarding Policy review.

February 2015

## 2.2 Equality Policy

### 2.2.1 Introduction

*The Company* is an Equal Opportunities Employer. As such it is committed to Equality of Opportunity for existing and potential employees. The purpose of this Equal Opportunity/Diversity Policy is to create a workplace which provides for Equal Opportunities for all staff and potential staff and where their dignity is protected and respected at all times.

All persons regardless of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religious

belief, sex or sexual orientation, and political opinion in Northern Ireland, will be provided with equality of access to employment and also encouraged and assisted to achieve their full potential. We will continue to foster a genuine culture of Equality.

## 2.2.2 Objectives

The aim of the policy, in terms of employment, is to ensure that no job applicant or employee receives less favourable treatment on any grounds which cannot be shown to be justified. This applies to Recruitment and Selection, Training, Promotion, Pay and Employee Benefits, Employee Grievances and Discipline Procedures and all Terms and Conditions of Employment. *The Company* will review all policies from time to time, to ensure that there is no unlawful discrimination.

## 2.2.3 Responsibilities

The responsibility for ensuring the provision of Equality of Opportunity rests primarily with *The Company* as an employer. Managers and Supervisors have particular responsibility to engender respect for difference and to accommodate diversity where appropriate.

All staff have an important role to play in ensuring Equality of Opportunity throughout *The Company*. It is also recognised that individual employees on behalf of *The Company* have responsibilities in law and are:

1. Required to co-operate with any measures introduced by *The Company* to promote Equal Opportunities.
2. Must not themselves, either directly or indirectly, discriminate against fellow employees or harass or intimidate them in any way.
3. Notify their line manager of suspected discriminatory acts or practices or suspected cases of harassment.

## 2.2.4 Structures

*The Company* is committed to ensuring that appropriate arrangements are in place for effective implementation, monitoring and review of the policy.

This policy will be communicated at every level within *The Company*.

## 2.2.5 Recruitment and Selection

*The Company* is committed to applying equal opportunities at all stages of recruitment and selection.

Any job advertisements, application forms and publicity material, whether internal or external, will encourage applications from all suitable candidates and will not discriminate intentionally or unintentionally against any group or individual on any unjustifiable grounds. The objective is to ensure that all candidates have equality of access to all job vacancies.

The staff responsible for short-listing, interviewing and selecting candidates will be clearly made aware of the equal opportunities policy, and provided with appropriate training where possible. In addition, where possible and practicable, efforts will be made to ensure that interview panels are balanced.

Questions relevant to the job and person specification will be asked consistently of all candidates and answers will be evaluated in the same way. Interviewers will be careful not to ask questions which might be taken as discriminatory.

Selection of new staff will be based on merit and the individual's suitability and ability to do, or to train for, the job in question.

With disabled job applicants, *The Company* will have regard to its duty to make reasonable adjustments to work provisions, criteria and practices or to work premises in order to ensure that the disabled person is not placed at a substantial disadvantage in comparison with persons who are not disabled.

## 2.2.6 Career Development and Training

Available opportunities for Career Development and Training will be open to all and will not discriminate directly or indirectly on any of the grounds outlined in equality legislation. All employees will be provided with every reasonable opportunity to acquire the range of training, skills and experience necessary for their career development.

Opportunities for training and/or promotion will be based on the requirements of the job and career development will be based on people's abilities and merit. *The Company* is committed to a relevant training and career development policy for all staff irrespective of background.

## **2.2.7 Equal Pay**

*The Company* is committed to equal pay in employment. It believes its male and female employees should receive equal pay for like work, work rated as equivalent, or work of equal value. In order to achieve this, *The Company* will endeavour to maintain a pay system that is free from bias and based on objective criteria.

## **2.2.8 Complaints and Redress**

All complaints from employees in relation to employment equality or alleged discrimination will be handled in accordance with grievance procedures. Any person who wishes to raise issues concerning alleged discrimination or unfairness should do so in the first instance by contacting their line manager.

*The Company* is committed to ensuring that all issues concerning alleged breaches of this policy will be dealt with seriously, promptly and with appropriate regard for confidentiality.

## **2.2.9 Harassment and Bullying**

*The Company* is committed to providing a safe and secure working environment that is free of harassment (including sexual harassment) and bullying and within which all members of staff will be treated with dignity and respect. All employees have an obligation to prevent and eliminate bullying and harassment. A specific Bullying and Harassment policy and procedures is in place.

## **2.2.10 Review and Monitoring**

Progress in the areas of Equal Opportunities and Diversity will be measured through the continuous monitoring of the implementation of the Equal Opportunities/Diversity Strategy. All aspects of this Equality Policy will be monitored and reviewed by *The Company* from time to time.

# **2.3 Bullying and Harassment Policy and Procedure**

*The Company* is committed to the promotion and implementation of all necessary measures to protect the dignity of employees and to encourage respect in the workplace. This will be done by creating a work environment, free from harassment, sexual harassment, bullying and disrespectful behaviour through implementation of effective procedures to deal with any complaints of such conduct as may arise.

This policy aims to ensure that everyone understands the types of behaviours that are unacceptable, their respective responsibilities in ensuring the prevention of unacceptable behaviour and the avenues available to address any difficulties.

The policy covers bullying and harassment in the workplace including cyber-bullying, bullying and harassment outside the workplace in relation to business trips or social events. Bullying and harassment by employers, employees, and non-employees such as clients, customers and business contacts will not be tolerated and could lead to disciplinary action and other sanctions, for example the suspension of contracts or services, or exclusions from the premises.

It is essential to remember that it is not the intention of the person responsible for the behaviour which is most important in deciding whether harassment, sexual harassment, or bullying has occurred, but whether the incidents are acceptable by normal standards of behaviour.

## 2.3.1 Harassment, Sexual Harassment and Bullying

### 2.3.1.1 Harassment

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

In particular employees cannot and should not comment on or about, harass, or discriminate against each other on any of the following nine grounds:

- Sex
- Marriage and Civil Partnership
- Pregnancy or Maternity
- Sexual orientation
- Religious belief or lack of religious belief
- Age
- Disability
- Race
- Gender Reassignment
- Political Opinion (Northern Ireland only)

Harassment is normally characterised by more than one incident of unacceptable behaviour however, one incident may constitute as harassment if it is sufficiently serious.

#### Examples of harassment

The following are examples of inappropriate behaviour, which may constitute harassment. These examples are illustrative but not exhaustive:

- Verbal harassment, e.g. jokes, derogatory comments, sectarian remarks, ridicule or song
- Written harassment, e.g. faxes, text messages, e-mails or notices
- Physical harassment, e.g. jostling or shoving, unnecessary touching, physical coercion
- Coercion, e.g. pressure for sexual favours (e.g. to get a job or be promoted and pressure to participate in political, religious, or trade union groups etc.)
- Intimidatory harassment, e.g. gestures or threatening poses
- Visual displays, e.g. posters, emblems or badges
- Persistent negative body language
- Non-cooperation or exclusion of a person
- Intrusion, e.g. following, pestering, spying etc.

### 2.3.1.2 Sexual Harassment

“Sexual harassment is any form of unwanted verbal, non-verbal, or physical conduct of a sexual nature, being conduct which in either case has the purpose or effect of violating a person's dignity and creating an intimidating, hostile, degrading, humiliating or offensive environment for the person.

Without prejudice to the generality of the above, such unwanted conduct may consist of acts, requests, spoken words, gestures or the production, display or circulation of written words, pictures or other material.”

Sexual harassment may consist of a single incident or repeated inappropriate behaviour. The examples of types of inappropriate behaviour contained in the section on harassment apply in the case of sexual harassment also.

### 2.3.1.3 Bullying

Bullying is repeated, inappropriate behaviour that is offensive, intimidating, malicious or insulting, or an abuse or misuse of power, which has the purpose, or effect of intimidating, belittling and humiliating the recipient.

#### Examples of Bullying

- Undermining an individual's right to dignity at work
- Verbal abuse
- Persistent criticism
- Humiliation

- Intimidation
- Victimisation
- Exclusion and isolation
- Intrusion by pestering, spying or stalking
- Repeated unreasonable assignments to duties with impossible deadlines or impossible tasks
- Withholding information or supplying incorrect information

The above list is representative only, not exhaustive, and should not be used as guidance.

Complaints relating to instructions issued by a Manager, assignment of duties, terms and conditions of employment or other matters, which are appropriate for referral under other normal grievance procedures, do not constitute bullying.

Constructive and fair criticism of an employee's conduct or work performance is not bullying.

### 2.3.1.4 Lack of Respect

Lack of respect can be shown by direct comments, sarcasm, snide remarks, inappropriate jokes or banter directed towards a colleague. It can also arise where colleagues are ignored, overlooked, avoided or shunned without good reason and in a manner likely to be hurtful or disrespectful. Jokes or comments directed at or referring to a colleague could be thought amusing by others but unpleasant, uncomfortable or hurtful to that colleague.

## 2.3.2 Procedures

### 2.3.2.1 Informal Procedure

While in no way diminishing the issue or the effects on individuals, an informal approach can often resolve matters. As a general rule therefore, an attempt should be made to address an allegation of bullying as informally as possible by means of an agreed informal procedure. The objective of this approach is to resolve the difficulty with the minimum of conflict and stress for the individuals involved.

(a) Any employee who believes he or she is being bullied should explain clearly to the respondent(s) that the behaviour in question is unacceptable and unwelcome. In circumstances where the complainant finds it difficult to approach the respondent(s) directly, support can be sought from a work colleague who can accompany the victim when speaking to the harasser or bully or who can discuss various options open to the employee concerned.

(b) A complainant may decide, for whatever reason, to bypass the informal procedure. Choosing not to use the informal procedure should not reflect negatively on a complainant in the formal procedure.

### 2.3.2.2 Formal Procedure

All allegations of discrimination or bullying or harassment will be dealt with seriously, confidentially and speedily. *The Company* will not ignore or treat lightly grievances or complaints of bullying or harassment particularly those related to a protected characteristic. Employees and witnesses can be assured that they will not be ridiculed or victimised for making, or assisting a colleague in making a complaint, even if it is not upheld, as long as it is made in good faith. Everyone involved in the investigation, including witnesses will be required to maintain confidentiality.

If an informal approach is inappropriate or if after the informal stage, the bullying persists, the following formal procedures should be invoked:

- The complainant should make a formal complaint in writing to his/her immediate line manager, or if preferred, any member of management. The complaint should give precise details of actual incidents of bullying.
- Initially mediation will always be offered.
- A thorough investigation into the matter will be carried out by an individual who has had no previous involvement in the situation.
- The respondent(s) should be notified in writing that an allegation of bullying has been made against them. They should be given a copy of the complainant's statement and advised that they shall be afforded a fair opportunity to respond to the allegation(s).
- *The Company* will also invite the employee to attend at least one meeting at which their complaint will be discussed. The employee will have the right to be accompanied by a colleague or a trade union official.
- Following completion of the investigation, including the meeting with the employee, the employee will be informed in writing of the outcome and *The Company's* conclusion and decision. The employee will also be notified of their right to appeal.
- If the employee wishes to appeal the decision they must do so in writing to a more senior manager of *The Company* within 5 working days of *The Company's* decision. An appeal meeting will be held at which the employee will be entitled to be accompanied by a colleague or trade union representative.

### 2.3.2.3 Outcome

Should management decide that the complaint is well founded, the respondent(s) should be given a formal interview to determine an appropriate course of action. Such action could, for example, involve counselling and/or monitoring, or progressing the issue through the disciplinary procedure.

Where a complaint is not sustained, no action will be taken against a complainant provided that the complaint was made in good faith.

In the interest of all employees, any malicious or vexatious complaints will be treated very seriously and may lead to disciplinary action against the complainant.

## 2.4 Whistleblowing Policy

### 2.4.1 Introduction

Whistleblowing is raising a genuine concern about suspected wrong-doing within an organisation.

A Whistleblower is a person who raises a genuine concern about wrongdoing in the workplace.

*The Company* is committed to the highest standards of openness, probity, and accountability. We therefore view it as extremely important to have a mechanism in place to enable staff to voice concerns in a responsible and effective manner.

### 2.4.2 Scope

This policy has been designed to enable employees of *The Company* to raise concerns internally, and to disclose information which they believe shows malpractice or impropriety without fear. The policy is intended to cover concerns which are in the public interest. Wrongdoing may include, but is not limited to:

- Financial fraud or mismanagement
- Failure to comply with legal, professional or regulatory obligations and requirements
- Criminal activity
- Danger to health and safety or the environment
- Improper conduct or unethical behaviour
- Attempts to conceal any of the above

The policy is not designed to question financial or business decisions taken by *The Company*. Neither should the policy be used for complaints relating to the employee's own personal circumstances, such as the way the employee has been treated at work. The Grievance Procedure or Equal Opportunities and Dignity at Work Policy should be used in these cases.

### 2.4.3 Protection and Confidentiality

Employees who whistleblow are protected by the Public Interest Disclosure Act 1998\* provided the disclosure is made with reasonable belief of malpractice or impropriety. *The Company* takes this extremely seriously, no employee who raises a whistleblowing concern will suffer any detrimental treatment as a result of raising a concern in good faith. Detrimental treatment includes dismissal, disciplinary action, threats, or other unfavourable treatment connected with raising a concern. If employees feel they have suffered any such treatment, they should raise it formally through the Grievance Procedure.

Staff must not threaten or retaliate against whistleblowers in any way. Anyone involved in such conduct will be subject to disciplinary action.

*The Company* will make every effort to treat all disclosures in a confidential and sensitive manner. However, *The Company* does not encourage staff to make disclosures anonymously. Proper investigating may be more difficult or impossible if we cannot obtain further information from the employee. It is also more difficult to establish whether any allegations are credible and have been made in good faith.

If an employee is in any doubt they can seek advice from the **Public Concern at Work**, the independent whistleblowing charity, who offer a confidential helpline. Their contact details are:

- Helpline: 020 7404 6609
- Email: [whistle@pcaw.co.uk](mailto:whistle@pcaw.co.uk)
- Website: [www.pcaw.co.uk](http://www.pcaw.co.uk)

\*The Public Interest Disclosure (Northern Ireland) Order 1998, as appropriate in Northern Ireland.

## 2.4.4 Raising a Whistleblowing Concern

*The Company* hopes that in many cases the employee will be able to raise any concerns with the employee's line manager. However, if the employee would prefer not to raise it with them for any reason they should contact a Senior Manager. The employee may make the disclosure in person or put the matter in writing if they prefer.

All complaints will be fully investigated by an appropriate Senior Manager with relevant experience of investigations who is not connected with the case. The whistleblower may be asked to attend a meeting to discuss the concern. The employee may be accompanied by a colleague or trade union official, the companion must respect the confidentiality of the employee's disclosure and any subsequent investigation.

*The Company* will endeavour to keep the employee updated on the progress of the matter and the outcome of the investigation. The employee should appreciate that it may not always be possible or appropriate to tell them detail of any action, but they will be informed if action is taken.

If it is found that a whistleblower has made false allegations maliciously, or with a view to personal gain, the whistleblower will be subject to disciplinary action.

If the employee is not happy with the way in which their concern has been handled, the employee can raise it with another manager or the Chairman of the Board of Directors.

## 2.4.5 Raising Concerns Externally

An employee should always, in the first instance, raise any concerns internally. It is *The Company's* intention that employees will not find it necessary to alert anyone externally.

However *The Company* accepts that in certain circumstance it may be necessary to raise a concern externally, for example if the employee is not satisfied with an internal response to a disclosure. In such cases, employees are entitled to contact a "relevant body" to express concerns, in doing so the individual should:

- have a reasonable belief that the allegation is based on correct facts
- make the disclosure to a relevant body
- have a reasonable belief it is in the public interest to make the disclosure.

A "relevant body" is likely to be a regulatory body (eg the Health and Safety Executive, or the Financial Services Authority). The media is not a relevant external body. Employees should not contact the media with allegations about the organisation.

We strongly encourage employees to seek advice before reporting a concern externally. Employees are encouraged to contact the Public Concern at Work confidential helpline.

## 2.5 Anti-Bribery Policy

*The Company* is committed to conducting all of our business in an honest and ethical manner. We take a zero tolerance approach to bribery and corruption, and we remain bound by the laws of the UK, particularly The Bribery Act 2010, in respect of our business dealings both at home and abroad. This policy establishes controls to ensure the highest ethical standards and compliance with applicable regulations.

## 2.5.1 Scope of Policy

This policy applies to all individuals working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term, or temporary), consultants, contractors, trainees, seconded staff, homeworkers, casual workers and agency staff, volunteers, interns, agents, sponsors or any other person associated with us, or any Group Company or their employees, wherever located.

It is a criminal offence to offer, promise, give, request or accept a bribe. Individuals found guilty can be punished by up to ten years' imprisonment and/or a fine. As an employer, if we fail to prevent bribery we can face an unlimited fine, exclusion from tendering for contracts and damage to our reputation. We therefore take our legal responsibilities very seriously. Any employee who breaches this policy will face disciplinary action, up to and including dismissal. We also reserve the right to terminate our contractual relationship with other workers if they breach this policy.

## 2.5.2 What is Prohibited

### *Bribery and Corruption*

Bribery is offering, promising, giving or accepting any financial or other advantage, to persuade the recipient or any other person to act improperly, or to reward them for acting improperly. An advantage includes money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or anything else of value. Corruption is the abuse of entrusted power or position for private gain.

### *Facilitation Payments and Kickbacks*

*The Company* prohibits facilitation payments or kickbacks to be made or accepted.

Facilitation Payments are typically small, unofficial payments made to secure or expedite a routine or necessary action, for example by a government official. Kickbacks are typically payments made in return for a business favour or advantage. All employees must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

If you have any suspicious concerns or queries regarding a payment, you should raise these with your line manager.

### *Gifts and Hospitality*

This policy does not prohibit giving and receiving promotional gifts of low value and normal and appropriate hospitality that are given/received in good faith and not offered, promised or accepted to secure an improper advantage for *The Company* or any of its employees or associated persons. However, in certain circumstances gifts and hospitality may amount to bribery. *The Company* will not provide gifts or hospitality with the intention of persuading anyone to act improperly or to influence a public official in the performance of their duties.

If it is not appropriate to decline a gift of significant value, it may be accepted, provided it is then declared to the employee's manager, it may then be donated to charity.

*The Company* recognises that the practice of giving business gifts varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all circumstances the gift or hospitality is reasonable and justifiable. The intention behind the gift should always be considered.

### *Political and Charitable Contributions*

*The Company* normally does not make donations to political parties or candidates, however in the unlikely event that such a payment is made, it would never be made in an attempt to influence any decision or gain a business advantage and are always publically disclosed.

We believe that charitable donations can form part of our wider commitment and responsibility to the community. Where donations are made they will not be used as a scheme to conceal bribery and will be made legally and ethically under local laws and practices.

## 2.5.3 Record Keeping

*The Company* will keep financial records and have appropriate controls in place. All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts should be prepared and maintained with strict accuracy and completeness.

You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to management review. All expenses claims relating to hospitality, or gifts, or expenses incurred to third parties must be submitted in accordance with



our expense policy.

## 2.5.4 Raising a Concern

Employees and associated persons are encouraged to report any concerns that they may have to their line manager, or if this is not appropriate to an alternative senior manager, as soon as possible.

Any person who has reported an instance or concern of bribery in good faith will be supported by *The Company*. *The Company* will ensure that the individual is not subjected to detrimental treatment as a result of raising a bribery concern.

## 2.5.5 Monitoring and Training

The effectiveness of this policy will be regularly reviewed. Training sessions will be arranged for appropriate individuals where necessary. *The Company* reserves the right to amend and update this policy as required.

# 2.6 Health and Safety Policy

*The Company* places great emphasis on Health and Safety matters and undertakes to carry out its business in such a way as to ensure, so far as reasonably practicable, the safety, health and welfare of all its employees, visitors and the general public in accordance with The Health and Safety at Work Act 1974\*. Therefore, every employee must co-operate to enable compliance with all statutory duties. This section is not the Safety Statement, this can be requested from your manager.

The Health and Safety policy requires total commitment from all employees consistent with the following:

- Each individual has a legal obligation to take reasonable care for his or her own health and safety and that of other people who may be affected by his or her acts or omissions at work.
- Familiarising themselves, complying and co-operating with instructions and procedures issued.
- Reporting any serious danger to health and safety to your manager.
- Reporting to your manager any incidents which have or may lead or might have led to injury.
- Co-operating with any investigation to prevent accidents.
- Using equipment or substances in accordance with information or training.

When working with young people (under 18 years of age), consideration should be made for their lack of experience and maturity in regard to their safety.

Overall and final responsibility for health and safety is that of the Director of *The Company*.

\*The Health and Safety at Work (Northern Ireland) Order 1978, as appropriate in Northern Ireland.

## 2.6.1 Principles applying to Health and Safety

- Look where you are going and proceed cautiously, avoid running and rushing – it's better to be safe than sorry.
- Make sure you understand what you are doing before you operate any equipment or machinery, however simple, on your own.
- When lifting and handling, keep your back straight and if the item is too heavy for you to lift on your own, ask for help.
- Clean up - your untidiness or carelessness could cause injury to someone else.
- Wear protective clothing (PPE) including goggles, ear protectors, gloves and boots when appropriate or advised to.
- Do not operate machinery or equipment without taking proper instruction.
- Do not clean any machinery or equipment whilst in motion or without turning it off.
- Do not interfere with any safety equipment or guards on machinery.
- Do not interfere with any electrical wiring in any way.
- Do not obstruct exits and doorways.

## 2.6.2 Accident Reporting

You have an obligation to report any accident/incident or anything that has come to your attention during the working day that may be unsafe.

If you or your colleague is involved in an accident at work, it must be reported to your manager and appropriately recorded. All accidents, however minor, must be recorded. Accident records are crucial as they give *The Company* the opportunity to investigate the causes and prevent similar accidents happening in the future.

In the event of a serious or notifiable accident or dangerous occurrence, it is essential that *The Company's* safety officer is advised as soon as possible, in order that suitable action is taken.

If you see something which is unsafe and cannot correct it, report it to your manager.

If you have any questions about reporting accidents or safety, please speak to your manager.

## 2.6.3 Fire

Fire presents significant risk to *The Company*. It can kill or seriously injure employees or visitors and can damage or destroy buildings, equipment and stock. As an employee you must co-operate with *The Company* to ensure the workplace is safe from fire and its effects and you must not do anything which will place yourself or others at risk. You must inform your manager if you discover any significant risk of fire which might affect the safety of others, such as faulty electric cables or loose connections. An employee should never attempt to repair or interfere with electrical equipment or wiring themselves unless they have been trained or authorised to do so. Employees should ensure they know about the fire warning system and how to operate and respond to it.

The following simple points will help to reduce the risk from fire:

- Escape routes must be free from any obstructions.
- Good standards of housekeeping.
- Keep workplaces tidy.
- Regularly remove any combustible waste.
- Keep ignition sources away from combustible material.

The Director is responsible for ensuring the fire risk assessment is undertaken and implemented.

Escape routes are checked by Director periodically.

Fire extinguishers are maintained and checked by an external fire safety company every 6 months.

Fire alarms are tested regularly.

Emergency evacuation will be tested regularly.

## 2.6.4 First Aid

At the main school, first aid boxes are kept in Reception, the Teachers' Room and the Training Department office.

The appointed first aiders are indicated on the lists at Reception.

Please check the location of first aid boxes if you are working at another location.

## 2.6.5 Personal Protective Equipment

Your job may require you to wear personal protective equipment (PPE). Please ensure that you do so at all times that it is required and that it is fit for its intended use. Any deficiencies or damaged equipment must be reported without delay.

## 2.6.6 Smoke-free Workplace

It is a Company policy that all our workplaces are smoke-free, and all employees have a right to work in a smoke-free environment. Smoking is prohibited in all enclosed and substantially enclosed premises in the workplace. This includes smoking in company vehicles.

*The Company* does not provide smoking breaks for employees.

This policy applies to all employees, contractors, consultants, temporary workers, customers, visitors, or volunteers.

Failure to comply with the above standards will be dealt with under *The Company's* Disciplinary Procedure.

## 2.7 Induction Training Policy

The purpose of the induction programme is to ensure that all new, redeployed, or promoted employees are given the essential information about their new job and *The Company*, and to assist their integration into their new role within *The Company*. This is in order to enhance enthusiasm and to achieve improved efficiency. All new employees will be provided with a short induction itinerary by an appropriate manager or supervisor. This includes being given information on their new role, facilities available to employees, company policies and procedures, conditions and agreements relating to their employment, a copy of this handbook and other relevant information.

## 2.8 Performance Management

Regular meetings will be held with employees to review progress and to plan the future development of *The Company*. Employees will be provided with details of the performance standards necessary in their job and feedback on their individual performance, as appropriate. *The Company* is committed to treating all staff equitably and to assisting employees to perform effectively.

The high standards of work, conduct and appearance of our employees maintain *The Company's* reputation with the public. These policies are to ensure that *The Company's* standards, rules and regulations are upheld at all times by all employees. The disciplinary procedure, outlined in this handbook, defines the process by which failure to meet these standards will be handled.

## 2.9 Further Training

### **Internal training / In-Service Training ("INSET")**

The School is committed to maximising customer satisfaction via the continuous improvement of staff skills and competencies. We have an INSET programme which is devised on the basis of demand from staff and on what we consider to be areas of weakness. These sessions are not compulsory but open discussions, willingness to learn and a commitment to continuous personal and professional development is part of our culture.

### **External training**

Should *the Company* require you to attend external training, this too will be discussed and agreed in advance. All agreed costs incurred in such training will be met by *the Company*.

Should you request support with attending external training of a category/level not identified during the career appraisal process, such requests will be considered and decided on the merits of mutual benefit in relation to your role and development within *the Company*.

In order to protect *the Company's* investment in training, staff will be required to sign and comply with a "Reimbursement of Training Fees Agreement".

## 2.10 Professional Development Policy

### CPD Mission Statement

All teachers have the right to expect professional development to take place during their time at the Lewis School, and so the Lewis School aims to promote an atmosphere of professional development, in which the school acts as the facilitator of each teacher's development.

### Policies

#### All teachers...

- receive a portfolio in which they can track their own development
- All teachers are expected to attend any compulsory INSET sessions. (paid) If a teacher is unable to do so, this will be rescheduled at a time of our choosing. This may be during teaching hours
- are welcome to attend or lead paid INSET sessions
- can request a tutorial with their manager to review their development at any time
- can film themselves teaching
- can observe other teachers up to two paid times a year, and more unpaid
- can enquire about possible funding to enrol on a DELTA

### Key Development Opportunities

Development can take place through any of the following:

- Attending INSET sessions
- Delivering INSET sessions
- Appraisals
- CPD tutorials
- Being observed
- Peer observations
- Experimental practice
- Action research projects
- Free lectures and sessions at local universities and language schools
- External training days and conferences (BELTE, English UK etc)

### Tips for getting started

- Check out 'The Developing Teacher' by Duncan Foord for some great activities. \*
- Have a flick through our back issues of English Teaching Professional. \*
- Talk to your CPD Manager for help and guidance

\*These are located on the shelves in the Teachers' Room.

Non teaching staff are also encouraged to seek out training opportunities through discussion with their line manager in appraisal. A system is in place for requesting training.

## 2.11 Information and Consultation

*The Company* regards effective communications and consultation as intrinsic elements to good employee/employer relations, with positive implications for performance and the workplace generally. In accordance with the provisions of The Information and Consultation of Employees Regulations 2004, *The Company* has established arrangements with employees, for communication and consultation about developments in the workplace.

## 2.12 Disciplinary Procedures

### 2.12.1 Purpose of Policy

The Company is committed to treating all staff fairly and equitably and to helping employees perform effectively which may be done through a Performance Improvement Plan. However, there may be occasions when it will be necessary to invoke Disciplinary Procedures which are designed to protect the interests of both The Company and its employees. Each employee's right to natural justice and fair procedures will be upheld at all times.

### 2.12.2 Scope

This policy applies to all employees, whether full-time, part-time, fixed-term, temporary or permanent. The progressive steps provided for in the policy may be skipped when applied to employees during their probationary period, or in circumstances where it is deemed necessary by *The Company* to do so.

### 2.12.3 Policy

*The Company* aims to avoid situations requiring disciplinary action to be taken. An informal procedure is included in this policy in an effort to ensure that where company standards and rules are not being adhered to, an employee's manager/supervisor may raise these issues with the employee concerned in an informal manner, to address the situation and resolve it without initiating disciplinary action. If informal counselling fails to resolve the issue, a Performance Improvement Plan (PIP) will be implemented. A PIP is intended to help people who are struggling to perform to *The Company's* expected standards, but there is hope that they can feasibly achieve these standards with some help and support. A PIP:

- " Is a transparent action plan drawn up in consultation with an employee to address an area of underperformance
- " Helps structure the development process
- " Gives the employee clear, achievable goals and allows for measurable success
- " Helps the manager to provide targeted support for the teacher

Where there is a persistent failure on the part of an employee to adhere to the rules and expected standards of performance, or where a serious breach of this policy occurs, then disciplinary action may become necessary, either as well as, or instead of, the PIP. Where this situation arises, each case will be treated consistently and reasonably. The employee will be given the opportunity to provide his/her version of events, with mitigating circumstances to be taken into account.

Managers/supervisors will use their best efforts to:

- " Ensure that all cases are thoroughly investigated
- " Avoid any discrimination
- " Prepare carefully and be consistent
- " Adhere to this procedure

### 2.12.4 Offences

#### Misconduct

Normally, the following list of offences of misconduct will be considered as appropriate reasons for initiating disciplinary action.

- Unauthorised use of *The Company's* assets and equipment.
- Failure to follow the procedures in respect of absence due to sickness or injury.
- Minor breach of the written statement of terms and conditions of employment.
- Minor damage to *The Company* property.
- Minor breach of company rules.
- Failure to follow health and safety procedures.
- Minor failure to observe company policies or procedures.
- Regular unreasonable and/or unexplained absences.
- Poor time keeping.
- Poor job performance.

*This list is not exhaustive and all cases will be treated individually.*

### **Gross Misconduct**

The following offences are examples of gross misconduct. These examples are not exhaustive or exclusive and offences of a similar nature will be dealt with under this procedure. Gross misconduct will result in the initiation of *The Company* disciplinary procedure, and may result in immediate dismissal with or without notice or pay in lieu of notice.

- Divulging or misusing confidential information.
- Theft or unauthorised possession of any property or facilities of *The Company*.
- Failure to adhere to health and safety guidelines resulting in serious consequences.
- Serious insubordination e.g. Refusal to follow reasonable instructions given by those with authority to give such instructions, except where the employee's safety may reasonably be endangered by the instruction.
- Sexual harassment, harassment and/or bullying.
- Serious breach of rules, policies or procedures, especially those designed to ensure safety.
- Consumption of alcohol or drugs, which could affect work performance in any way or have an impact on other employees. Or the possession of illegal drugs at work.
- The manufacture, possession or distribution of any controlled substance in the workplace or on the premises.
- Defrauding or attempting to defraud *The Company*, customers, suppliers or fellow employees.
- Deliberately accessing internet sites containing pornographic, offensive or obscene material.
- Falsification of any company records including reports, accounts, expense claims or self-certification forms.
- Serious damage to company property.
- Violent, dangerous or intimidatory conduct.
- Conviction for, or failure to disclose to *The Company*, any criminal offence which may render the employee unsuitable for employment or perceived as unacceptable to other employees or customers or which is likely to adversely affect *The Company's* interest.

*This list is not exhaustive and all cases will be treated individually.*

## **2.12.5 Procedures**

*The Company's* procedure on disciplinary issues is as follows:

### **2.12.5.1 Informal Counselling**

Minor misconduct, poor performance, or minor breaches of rules will normally result in informal counselling or advice being given by the immediate manager/supervisor. If this approach is not successful it may be necessary to use the formal disciplinary procedure.

### **2.12.5.2 Performance Improvement Plan**

The employee's manager/supervisor will draft the PIP and inform the employee. The employee and their manager/supervisor will schedule a first meeting in which an action plan and timeline will be agreed upon. A follow up meeting to review the PIP will provide both parties with the opportunity to review the progress made.

If the performance has improved as a result of the PIP, no disciplinary action will be taken at this time. However, if this approach is not successful, or the issues reoccur, it may be necessary to use the formal disciplinary procedure.

### 2.12.5.3 Formal Disciplinary Procedure

This procedure will be used in cases of breaches of the rules or poor performance which have not been remedied by informal counselling. Normally the procedure will follow the stages listed below, although it is acceptable to move immediately to skip initial stages if a case appears sufficiently serious.

From the first formal stage of the disciplinary procedure, employees are advised and have the option to have a colleague/workplace representative present.

#### 2.12.5.3.1 The Investigation Procedure

Prior to taking the decision to invoke the disciplinary procedure, *The Company* will ensure that the situation has been thoroughly investigated.

This will be a fact finding process and will require the gathering of detailed information. It may necessitate the carrying out of formal interviews and the taking of written statements.

It is an integral part of the process and, on occasions, may require employees to be suspended on full pay, while it is carried out. Suspension on pay, during an investigation, is not considered to be action taken under the disciplinary procedure. It is there to ensure that the investigation procedure is conducted in a fair and reasonable manner.

Equally, the employee has the right to present information in the defence of his/her position, if the decision is taken to invoke the disciplinary procedure.

Once the investigation has been completed, the Manager will inform the employee of the findings and the outcome. Where the decision is taken to invoke the disciplinary procedure then the employee will be informed of the case against them, so they can respond in an informed manner at a disciplinary hearing.

Where the decision is taken not to take disciplinary action, the employee will be counselled where appropriate.

#### 2.12.5.3.2 The Disciplinary Procedure

Where the decision is taken to invoke the disciplinary procedure the following steps will be followed:

##### Invitation to Disciplinary Hearing

- The Employee will be invited in writing to a formal disciplinary hearing. The date and time of the hearing will be detailed, giving the employee reasonable time to prepare.
- The notice will set out the complaint against the individual and the possible consequence(s) of disciplinary action. Copies of any relevant statements or evidence will also be provided.
- The written invitation will set out the employee's right to be accompanied at the hearing by a colleague or a trade union official. The right to be accompanied does not apply to investigatory meetings although this facility may be extended at *The Company's* discretion.
- If an employee wishes to be accompanied they must inform *The Company* in writing in advance of the hearing.
- If an employee's chosen companion cannot attend on the date proposed, an alternative time and date may be offered as long as it is reasonable.

##### The Disciplinary Hearing

- At the meeting the case against the employee will be put to them along with any supporting evidence.
- The employee will be given the opportunity to state their case, answer the allegations that have been made, and put forward any supporting evidence they may have. All facts and mitigating circumstances will be discussed.
- The companion may address the hearing, put forward the employee's case, respond to views expressed at the hearing and confer with the employee. However, they may not answer any questions on behalf of the employee.

##### Following the Meeting

- Management will consider whether or not a disciplinary sanction or any other action is justified, the employee will be notified of the decision in writing.
- Each written disciplinary sanction will set out the precise nature of the offence, the likely consequence of further offences and, if appropriate, the nature of the improvement required and the time frame in which it is required.
- The written decision will also set out the employee's right to appeal.

## Disciplinary Sanctions

- **Verbal Warning**  
In the case of a minor offence a verbal warning will be issued. The employee will be advised in writing that the verbal warning constitutes the first formal stage of the disciplinary procedure and that a note will be placed on their file. A verbal warning will typically remain in force for a period of 6 months.
- **Written Warning**  
For a serious offence or repetition of a minor offence, an employee will be given a written warning. A written warning will typically remain in force for a period of 6 to 12 months.
- **Final Written Warning**  
A final written warning will be issued if an offence, whilst falling short of gross misconduct, is viewed as serious enough by The Company, or if an employee fails to improve following a written warning. A final written warning will typically remain in force for a period of 12 months.
- **Dismissal**  
In a case of gross misconduct or if there is still a failure to improve following all previous stages of the disciplinary procedure, the employee may be dismissed, or some other action short of dismissal may be taken such as demotion, transfer or disciplinary suspension. In instances of gross misconduct, dismissal may be without notice or payment in lieu of notice.

## 2.12.6 Appeals

Should an employee wish to appeal against a disciplinary sanction, they must submit their appeal in writing within five working days of receipt of *The Company's* decision. Details of whom appeals should be raised to are set out in the Contract of Employment.

The appeal letter should set out the grounds on which the appeal is being made.

Following receipt of an appeal *The Company* will hold an appeal hearing at which the employee will be given the opportunity to state their grounds for appeal.

Employees will have the right to be accompanied at an appeal hearing in line with the provisions set out above.

## 2.13 Grievance/Dispute Procedures

*The Company* encourages an open and honest relationship between *The Company* and its employees. Should an employee have a grievance they should follow the procedure set out below. All grievances will be dealt with consistently and fairly having regard to *Company Policy* and custom and practice within *The Company*.

### **Procedure**

#### Informal Stage

If you have a grievance you should first raise it informally with your immediate manager, or with an alternative manager if the grievance concerns your immediate manager. The matter will be discussed informally and any corrective actions will be agreed. It is hoped that most grievances will be resolved during the informal stage.

#### Formal Stage

##### Stage 1

If you feel your grievance has not been resolved you should describe the grievance in a letter to your line manager, or an alternative manager if the grievance concerns your immediate manager, outlining the nature of your grievance and the outcome you are looking for.

##### Stage 2



A meeting will take place within a reasonable period to discuss your grievance. You may choose to be accompanied at the meeting by a colleague or trade union official. At the meeting you will be given the opportunity to present your case, produce any documents or put forward any suggestions on how the grievance could be resolved. *The Company* will consider any suggestions, but is not bound by them. Where a grievance concerns other employees it may be necessary to talk to these people. This will not happen without the claimant being advised first. If the claimant is not prepared for the grievance to be dealt with in this way it may be difficult for *The Company* to appropriately resolve the issue.

Following the grievance meeting, the decision will be communicated to the employee, in writing, without unreasonable delay, this will normally be within five working days of the meeting. Where appropriate, details of any action to be taken to resolve the grievance will be given, as well as details of the appeals procedure.

### Stage 3

If you are not satisfied with the manager's decision, you may appeal within five days, or without unreasonable delay, of having been notified of the decision. The appeal letter should be addressed to a senior manager and should outline the grounds upon which the appeal is being made. An appeal meeting will be held and heard by a senior manager who was not party to the original decision. Where appropriate, *The Company* reserves the right to have an external independent party present at the hearing and to hear the case if necessary. An employee may also choose to be accompanied by a colleague or trade union official.

*The Company* will inform the employee of its decision following an appeal. The decision will be final and there is no further internal right to appeal.

During the period in which the above procedure is being followed, all employees are expected to co-operate with normal working arrangements as stipulated by *The Company*.

## 2.14 Redundancy Policy

It is recognised that circumstances may arise which leave *The Company* with no alternative but to declare redundancies.

Where employees are made redundant, the prime consideration will be to protect the employment of as many people as possible, consistent with maintaining a fully efficient operation. Therefore, selection will be based on retaining key employees required to maintain an efficient operation. In the event of a redundancy situation arising, *The Company* is not bound to a "last in-first out" policy or any other specific policy. Each situation will be treated in line with *The Company's* business requirements based on circumstances at the time. All employees will be treated equally and selection will be carried out in a fair manner against appropriate selection criteria.

Should the need for redundancy arise, appropriate consultation with employees will take place.

## 2.15 Visitors

To provide for safety and security of employees, visitors, and the facilities at *The Company*, only authorised visitors are allowed in the workplace. Restricting unauthorised visitors helps ensure security, decreases insurance liability, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

## 2.16 Data Protection Policies

In the course of your work you may come into contact with or use confidential information about employees, clients, customers and suppliers, for example their names and home addresses. The Data Protection Act 1998 contains principles affecting employees' and other personal records. Information protected by the Act includes not only personal data held on computer but also certain manual records containing personal data, for example employee personnel files that form part of a structured filing system. The purpose of this policy is to ensure you do not breach the Act. If you are in any doubt about what you can or cannot disclose and to whom, do not disclose the personal information until you have sought further advice from the Marketing Communications Manager or Human Resources Manager. You should be aware that you can be criminally liable if you knowingly or recklessly disclose personal data in breach of the Act. A serious breach of data protection is also a disciplinary offence and will be dealt with under the Company's disciplinary procedure. If you access another employee's personnel records without authority, this constitutes a gross misconduct offence and could lead to your summary dismissal.

This policy does not form part of an employee's contract of employment but it is a condition of employment that employees abide by this policy and therefore any failure to follow it can result in disciplinary proceedings.

## 2.16.1 Data Protection Principles

There are eight data protection principles that are central to the Act. The Company and all employees must comply with these principles at all times in their information-handling practices. In brief, the principles say that personal data must be:

1. Processed fairly and lawfully and must not be processed unless certain conditions are met in relation to personal data and additional conditions are met in relation to sensitive personal data. The conditions are either that the employee has given his consent to the processing, or the processing is necessary for the various purposes set out in the Act. Sensitive personal data may only be processed with the explicit consent of the employee and consists of information relating to:

- Race or ethnic origin.
- Political opinions and trade union membership.
- Religious or other beliefs.
- Physical or mental health or condition.
- Sexual life.
- Criminal offences, both committed and alleged.

2. Obtained only for one or more specified and lawful purposes, and must not be processed in any manner incompatible with those purposes.

3. Adequate, relevant and not excessive in relation to the purposes for which it is processed. The Company will review employees' personnel files on a regular basis to ensure they do not contain a backlog of out-of-date or irrelevant information and to check there is a sound business reason requiring information to continue to be held.

4. Accurate and, where necessary, kept up-to-date. If your personal information changes, for example you change address or you get married and change your surname, you must inform your line manager as soon as practicable so that the Company's records can be updated. The Company cannot be responsible for any such errors unless the employee has notified the Company of the relevant change.

5. Not kept for longer than is necessary. The Company will keep personnel files for no longer than six years after an employee has left the Company's employment. Different categories of data will be retained for different periods of time, depending on legal, operational and financial requirements. Any data which the Company decides it does not need to hold for a particular period of time will be destroyed after approximately one year. Data relating to unsuccessful job applicants will only be retained for a period of one year.

6. Processed in accordance with the rights of employees under the Act.

7. Secure. Appropriate technical and organisational measures must be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, data. Personnel files are confidential and are stored as such in locked filing cabinets. Only authorised employees have access to these files. Files will not be removed from their normal place of storage without good reason. Data stored on memory sticks, discs or other removable storage media is kept in locked filing cabinets. Data held on computer is also stored confidentially by means of password protection, encryption or coding and again only the above employees have access to that data. The Company has network back-up procedures to ensure that data on computer cannot be accidentally lost or destroyed.

8. Not transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection relation to the processing of personal data.

## 2.16.2 Employees' Consent to Personal Information Being Held

The Company holds personal data about its employees and, by signing your contract of employment, you have consented to that data about you being processed by the Company. Agreement to the Company processing your personal data is a condition of your employment.

The Company also holds limited sensitive personal data about its employees and, by signing this policy, you give your explicit consent to our holding and processing that data, for example sickness absence records, particular health needs and equal opportunities monitoring data.

### **2.16.2.1 Employees' rights to access personal information**

Under the Act, employees have the right on request to receive a copy of the personal data that the Company holds about them, including personal data held on personnel files that form part of a relevant filing system, and to demand that any inaccurate data held be corrected or removed. They also have the right to seek compensation where damage and distress have been caused to them as a result of any breach of the Act by the Company.

Employees have the right, on request:

- To be told by the Company whether and for what purpose personal data about them is being processed.
- To be given a description of the personal data concerned and the recipients to whom it is or may be disclosed.
- To have communicated in an intelligible form the personal data concerned, and any information available to the Company as to the source of the data.
- To be informed in certain circumstances of the logic involved in computerised decision-making.

Upon request, the Company will provide you with a statement regarding the personal data held about you. This will state all the types of personal data the Company holds and processes about you and the reasons for which they are processed.

If you wish to access a copy of any personal data being held about you, you must make a written request for this and the Company reserves the right to charge you a fee of £10.00 for the supply of the information requested. If you wish to make a request, please complete a Personal Data Request Form, which can be obtained from the Data Protection Officer. Once completed, it should be returned to the Data Protection Officer. The Company will respond promptly and in any case within 40 calendar days of receiving the request. Note that the Company will always check the identity of the employee making the request before processing it.

If you wish to make a complaint that this policy has not been followed in respect of personal data the Company holds about you, you should raise the matter with the Data Protection Officer. If the matter is not resolved, it should be raised as a formal grievance under the Company's grievance procedure.

### **2.16.2.2 Exemptions**

There are a number of exemptions from the data protection regime set out in the Act, for example:

- Confidential references that are given, but not those received by the Company from third parties. Only designated line managers can give Company references. Confidential references will not be provided unless the Company is sure this is the employee's wish.
- Management forecasts and management planning (including documents setting out management plans for an employee's future development and progress).
- Data which is required by law to be publicly available.
- Documents subject to legal professional privilege.

### **2.16.2.3 Employees' obligations in relation to personal information**

You should ensure you comply with the following guidelines at all times:

- Do not give out confidential personal information except to the data subject. In particular, it should not be given to someone, either accidentally or otherwise, from the same family or to any other unauthorised third party unless the data subject has given their explicit consent to this.
- Be aware that those seeking information sometimes use deception in order to gain access to it. Always verify the identity of the data subject and the legitimacy of the request, particularly before releasing personal information by telephone.
- Only transmit personal information between locations by fax or email if a secure network is in place, for example, a confidential fax machine or encryption is used for email.
- If you receive a request for personal information about another employee, you should forward this to the Data Protection Officer, who will be responsible for dealing with such requests.
- Ensure that any personal data which you hold is kept securely, either in a locked filing cabinet or, if it is computerised, it is password protected.

Compliance with the Act is the responsibility of all employees. Any questions or concerns about the interpretation of this policy should be taken up with the Director.

# 3 Terms and Conditions

## 3.1 Application Information

*The Company* relies upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

## 3.2 Disclosure

It is a fundamental term of your employment that you have made full, accurate and appropriate disclosure in reply to questions asked or information sought at interview or during the recruitment process relating to any child welfare issues. If it transpires, during the course of your future employment, that you have not made such full, accurate and appropriate disclosure, the failure to make such disclosure will be treated as a fundamental breach of this contract of employment, which may lead to disciplinary action, up to and including dismissal.

## 3.3 Probationary Policy

All new employees are required to satisfactorily complete a probationary period as set out in the Contract of Employment or Statement of Terms of Employment. During this period, performance in doing the job and potential abilities are evaluated to determine suitability for the position and *The Company*. *The Company* will endeavour to ensure that performance is reviewed throughout the probationary period and feedback given. At the end of this probationary period, a formal performance review meeting will be held between the employee and his or her manager and if satisfactory, your position will be confirmed.

*The Company* reserves the right to extend the probationary period of an employee should this be deemed necessary in order to adequately evaluate the individual's overall suitability.

During the probationary period either party may terminate the contract by giving notice in writing in accordance with the Employment Rights Act 1996\*. *The Company* reserves the right to terminate employment at its discretion during probation and normal disciplinary procedures will not apply. *The Company* at all times reserves the right to pay you your basic salary in lieu of notice.

\*The Employment Rights (Northern Ireland) Order 1996, as appropriate in Northern Ireland.

## 3.4 Hours of Work

Normal weekly working hours are set out in your Contract of Employment or Statement of Terms and Conditions.

The way in which you work these hours may be changed from time to time.

You will be given reasonable notice of any change to your hours or requirement to work overtime. Overtime is designed to provide *The Company* with flexibility to meet changing demands on the business. Only employees whose contract of employment deems them eligible for payment for overtime will receive such payments.

*The Company* will use appropriate means to record attendance. Employees should be at their place of work, ready to start work at

normal starting time. *The Company* attaches great importance to punctuality. If an employee is late for work, they must report to their line manager and explain the reason for their lateness before commencing work.

## 3.5 Breaks and Rest Periods

Under The Working Time Regulations 1998, all employees working in excess of 6 hours per day must take a minimum of a 20 minute break. Details of your break entitlement are set out in your Contract of Employment or Statement of Terms and Conditions.

Your breaks are important so please make sure you take the breaks you are entitled to. If you fail to receive these breaks, please let your manager know. This should be reported within one week of the incident.

It is important that you only take breaks that you are entitled to and that you start and finish your breaks promptly.

With the exception of lunch breaks, you are not permitted on company premises outside your normal working hours unless you have special authorisation from *The Company* or you are participating in recognised activities.

## 3.6 Performance Appraisal

The purpose of appraisals is for each staff member to meet with their line manager to get a general feeling for how things are going. It is an opportunity for you to express your own sense of development, your likes and dislikes, your ambitions, things that hinder you in carrying out your job effectively and to make suggestions to improve working practices. It is our opportunity to evaluate any type of training you may have had, to feed back to you how we feel you are doing in the job and to explore other areas or roles within the school in which you may be interested in gaining experience.

The Lewis School employs an organised but flexible policy on appraisals. You should receive two appraisals per year from your line manager. Depending on when the busy/quiet periods fall during the year, you and your line manager can agree mutually convenient times for appraisals.

We have adopted an informal style of appraisal, with no pre-appraisal tasks to be completed. Instead, at appraisal a discussion takes place and notes are made on the appraisal form. At each appraisal the previous notes are checked, targets are reviewed and new targets may be set.

An appraisal is likely to take 60-90 minutes. During the course of the appraisal, we will agree targets which you aim to achieve over the subsequent period of time. These targets will be measurable, realistic and attainable. All targets will be in line with the main business objectives of the school and appropriate to your role in the school. They will provide the basis for a 6-monthly target review of your progress (or earlier if the target has a shorter deadline).

All appraisals will be written up and you will have a chance to amend anything you do not feel is accurate. You are then given a copy and a copy is kept on file at the school.

## 3.7 Dress Code

Employees should ensure that they adhere to the highest standards of personal appearance at all times and dress in clothes that are suitable for the work situation. Specific guidelines may be given by your manager from time to time. Where a uniform is required, this should be worn at all times. Any requirements for health and safety should be adhered to at all times.

*The Company* recognises that members of certain ethnic or religious groups are subject to strict religious or cultural requirements in terms of their clothing and appearance. Subject to necessary health and safety requirements and reasonable business needs, *The Company* will support the dress standards which are in line with the cultural norms of such employees. If the employee is uncertain as to whether a particular item of clothing is acceptable or not, they should speak to their manager.

*The Company* reserves the right to send an employee home to change their clothing if required. If this happens the employee has no automatic right to be paid for the period of absence from work.

As a general guideline, teachers should not wear shorts, short skirts, jeans, T-shirts, revealing clothing or trainers in class.

## 3.8 Hygiene

The highest standards of hygiene must be maintained at all times. All employees must comply with company requirements with regard to hygiene standards.

## 3.9 Absence and Sickness Absence

### Notification

Employees absent from work without prior permission must personally notify their line manager, or an alternative manager, within a certain number of hours of their scheduled starting time. This number of hours is specified in the employee's contract of employment. The employee should give details of the reason for their absence and indicate when they believe they will return to work. *The Company* will continuously monitor absence levels. All absences other than certified illness, or pre-approved absences, may be subject to disciplinary action in accordance with the procedures outlined.

### Sickness Absence Certification

An employee absent through illness or injury for seven consecutive calendar days or less must complete a self-certification form upon return. Self-certification forms are available online or from your line manager. There is also a link at the bottom of the e-payslip. Please give full details of the illness and in particular if it is contagious since this may affect the recovery period. In any event, employees should contact their line manager on a daily basis to keep them informed.

Employees are reminded that it is a serious disciplinary offence to provide false information on a self-certification form.

It is the responsibility of each employee to take all necessary measures and precautions to ensure a speedy recovery. Self-certification forms are available online or from your line manager. There is also a link at the bottom of the e-payslip. Please give full details of the illness and in particular if it is contagious since this may affect the recovery period. In any event, employees should contact their line manager by telephone on a daily basis to keep them informed.

Should the employee's sickness absence be in excess of seven consecutive calendar days, they should contact their line manager at a minimum on a weekly basis. A doctor's certificate or Fit Note should also be provided. It is the responsibility of each employee to take all necessary measures and precautions to ensure a speedy recovery.

The employee should have certificates (either self-certification or Fit Note/Doctor's certificates) to cover the entire period of their sickness absence.

For long-term sickness absence or frequent periods of sickness absence, *The Company* may request a medical report from the employee's GP or consultant. *The Company* also reserves the right to have an employee examined by its own appointed medical practitioner. Failure to comply with such a request may result in disciplinary action being taken.

In addition to the above, staff who have been or are expected to be off work due to sickness for four weeks may be requested to attend an occupational health assessment as part of the Government's Fit for Work Service. On attending such an assessment employees will receive a return-to-work plan and recommendations on how they can speed up their return to work.

*The Company* will make every effort to comply with the recommendations made in any medical report or Fit Note provided.

Under the Fit for Work Service both *The Company* and employees will also have access to free telephone and online advice on dealing with sickness and sickness related absences.

### Return to Work Interview

For all periods of sickness absence of half a day or longer, employees may be requested to attend a "Return to Work Interview". The purpose of the meeting will be to discuss their absence, their fitness to return to work and to establish whether there are any steps which could be taken to assist their return to work.

Persistent short-term sickness absence is, in the absence of any underlying medical condition or other reasonable excuse, a disciplinary matter and will be dealt with in accordance with *The Company's* Disciplinary Procedure.

### Contractual Sick Pay for Employees

There is no provision of sick pay for contractors or casual workers. After a period of 12 months continuous service employees will

be entitled to up to 10 days' paid sick leave in any year (pro rata for the first qualifying year). Each year will run 5th January to 4th January as does the Holiday Year and Sick Pay will be calculated in the same way as Holiday Pay.

## 3.10 Security

The School is located on a busy pedestrian strip. The main entrance is open at all times.

You are expected to keep alert to the presence of people who are clearly not students or members of staff. You should question them or report them to an appropriate Manager without delay.

You must close all windows when vacating a room and turn off the lights and fans after the last class. You must ensure that all equipment, especially technology, is returned to its proper place.

If you are working at another site, such as on a summer centre or on a project, you should take all necessary precautions to maintain security for yourself and others.

## 3.11 Close Circuit Monitoring

*The Company* has close circuit television cameras located at the main entrance, in the reception area and in the rear garden. This is necessary in order to protect against theft, for the security of staff and company property. Access to the recorded material will be strictly limited to authorised personnel. Close circuit surveillance will not be used to manage performance.

## 3.12 Personal and Lost Property

### **Personal property**

Please avoid bringing valuable personal items to work and do not leave any valuables on the premises either unattended or overnight. We cannot accept liability for the loss of, or damage to, such personal property brought onto our premises.

### **Lost property**

All items of lost property should be reported to your manager as soon as possible. Similarly, any unidentified article found on the premises should be handed your manager or Reception whilst attempts are made to discover ownership.

## 3.13 Personal Mobile Phones

Employees using their personal mobile phones in the workplace can be a safety hazard and may cause a distraction leading to reduced productivity and customer service levels, therefore personal mobile phones should not be used during working hours. Limited use of personal mobile phones is permitted in special circumstances once appropriate permission has been given by your manager.

## 3.14 Company Telephones

*The Company's* telephones are intended for the purpose of serving our customers and in conducting *The Company's* business. Personal usage during business hours is discouraged except for emergencies. All personal telephone calls should be kept brief to avoid congestion on the telephone line. To respect the rights of all employees and avoid miscommunication in the office, employees should inform family members and friends to limit personal telephone calls during working hours. If an employee is found to be deviating from this policy, he/she may be subject to disciplinary action.



## 3.15 Company Mobile Phones

### **Purpose**

To set out policy of *The Company* with regard to the use of company mobile phones.

### **Scope**

All holders of company mobile phones.

### **Policy**

Employees who hold company sponsored mobile phones are reminded that the mobile phone is company property and ultimate liability for misuse rests with the user and the company. Calls made or text messages/images sent from the mobile phone are to be treated in the same way as e-mail technology. In other words, employees should not access, store or distribute any offensive or inappropriate (e.g. defamatory or racist) material with the mobile phone. Non-adherence to this rule will carry serious consequences, up to and possibly including dismissal.

The number of calls made should be limited to those necessary for effective business.

When travelling abroad on business, employees should be mindful that roaming charges vary considerably and are generally expensive. Every effort should be made to minimise costs during that time.

Staff may be asked to justify monthly bills or specific single call charges. The company reserves the right to make the appropriate deductions from payroll for any amounts in excess of the monthly threshold.

Company sponsored mobile phones should not normally be used for text messaging except for business purposes only. Staff may be asked to justify the charges apportioned to text messages on the monthly bill.

Only incidental personal use is allowed. Otherwise there may be benefit in kind implications. The company will not accept liability for any benefit in kind implications, such as taxation, which may result from the provision of a company mobile phone.

Under no circumstances should employees make calls to premium rate numbers in the United Kingdom or any other country.

Extreme care should be exercised when using mobile phones in cars. By law mobile phones can only be used when connected to a "hands free" unit. However if a telephone conversation is becoming protracted, you should stop the car in a safe place and continue the conversation. Using a hand held mobile device while driving, is not allowed by the company, as it is considered a serious risk and constitutes an offence under Road Traffic legislation. Remember that employees who are found using a hand held mobile device may receive penalty points on their licence.

Mobile phone manufacturers' manuals contain safety and operating instructions, which should be read and adhered to at all times.

Mobile phones should be kept charged to ensure that they are fully operational during working hours. They are not to be left in the car when the car is unattended and should not be switched off, except when absolutely necessary. While in meetings, mobile phones should be switched to silent tones so as not to disrupt proceedings. The phone's message minder must be activated at all times.

Reasonable care must be taken to prevent accidental damage, loss or theft of mobile telephone equipment. In the event of the theft or loss of a mobile phone, the user must immediately contact the network operator and have the phone disabled. You must also notify the person responsible for issuing mobile phones in the company at the earliest opportunity. Employee should also note the IMEI security number in the mobile phone. This enables the mobile phone to be disabled in the event of loss or theft. The IMEI number on most phones can be found behind the battery of the mobile phone.

Failure by an individual to adhere to these procedures may result in action being taken to withdraw the mobile phone facility. Serious or persistent breaches of this policy may result in disciplinary action, up to or including dismissal.

## 3.16 Computer Use

### 3.16.1 Use of Company Computers and Other Hardware

Some employees have access to computers and other hardware (such as printers and monitors) in the workplace for the use by them in connection with the Company's business. Abuse of the Company's computers and hardware is prohibited. Employees who are discovered unreasonably using the Company's computers or hardware for personal and private purposes will be dealt with under the Company's disciplinary procedure. Vandalism of the Company's computer network constitutes a potential gross misconduct offence and could render the employee liable to summary dismissal under the Company's disciplinary procedure.

### 3.16.2 Computer Software

The Company licences the use of computer software from a variety of outside companies. The Company does not own this software or its related documentation and, unless authorised by the software developer, neither the Company nor any of its employees have the right to reproduce it. To do so constitutes an infringement of copyright. Any employee found to be contravening this may face disciplinary action under the Company's disciplinary procedure.

### 3.16.3 Computer Games

Employees are not permitted to play computer games (including online games), other than those of an educational nature and directly relevant to their work, at any time using work computers or any other hardware belonging to the Company, except where this constitutes an authorised social activity with the express permission of the Director. Employees must not install games onto any work computers.

### 3.16.4 Computer Viruses & Installation of Software

The Company's computer network makes it vulnerable to viruses and virus protection software has been installed. Therefore, only duly authorised personnel have the authority to load program software onto the network system or locally onto any computers owned by the Company. Similarly, re-configuring or disabling the virus protection software is prohibited. Any employee found to be contravening this may face disciplinary action under the Company's disciplinary procedure. If an employee wishes to request that a specific program be installed, they should speak to their line manager, who in turn should pass any appropriate request to the Marketing Communications Manager or Director. Employees should be aware that there may be technical, practical or security-related reasons for such requests not being granted.

## 3.17 E-Mail, Internet and Telecommunications Use

Electronic mail enables *The Company* to communicate promptly and efficiently with customers and suppliers. While e-mail brings many benefits to *The Company* in terms of its communications, it also brings risks to *The Company*. For this reason, it is necessary for *The Company* to set down specific rules for the use of e-mail and internet within *The Company*.

Every employee has a responsibility to maintain *The Company's* image, to use electronic resources in a productive manner and to avoid placing *The Company* at risk of legal liability based on their use. Employees must ensure that current Data Protection legislation is not breached, and where a breach occurs that it is reported without delay.

E-mail is not to be used for private purposes and should not be used for any purpose other than company business.

*The Company* may have access to the internet in order to enable staff to obtain information specific to their role within *The Company*. Employees requiring access to the internet will need the approval of management. Internet connections are intended to support company business. General internet access will only be provided with the permission of your manager. Use of the internet for private purposes is prohibited without the specific prior approval of an appropriate manager. Under no circumstances can any pornographic internet sites be accessed during working hours or on company equipment.

Employees may not disclose any inappropriate information regarding *The Company* by means of the internet, email or other means.

Employees may not download material which is not required for *The Company's* purposes. Employees must be confident that the download comes from a legitimate source.

All software is the property of *The Company* and should not be misused or copied. Employees must comply with all protocols and directives regarding internet security.

All of the above applies equally to other equipment and technology such as telephones, fax machines and other communication devices.

Access to the organisation's computers must be password protected. Employees are required to use their passwords, and not put in place any process which bypasses the requirement for a password. Passwords must not be stored by the computer.

Employees must ensure that their line manager has a record of their most recent password. This is important to allow their e-mail account to be accessed, if required, during their absence. Passwords must not be disclosed to any other person.

## 3.18 Monitoring of Internet and Email Use

Emails, the internet and other electronic communications are never entirely secure. *The Company* reserves the right to monitor and/or record the activities of all users on company systems. This may mean that any activity, including emails etc. may be intercepted, analysed and read if necessary. Any such monitoring will be undertaken consistent with current Data Protection legislation. Any employee found to be using the internet or email inappropriately may be subject to the Disciplinary Procedure, up to and including dismissal.

## 3.19 Social Media Policy

*The Company* recognises the unique opportunities available through social media and is committed to harnessing these opportunities, where possible, to achieve company objectives. This policy aims to ensure *The Company* and its employees build a positive image on social media platforms in a safe, appropriate manner that does not place *The Company* or employees at risk.

### Scope of Policy

This policy deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Wikipedia, Pinterest, YouTube, and all other social networking sites as well as other internet postings, including blogs. The policy also extends to future developments in internet capability and social media usage.

The terms of this policy apply to the use of social media by all staff, whether for business or personal purposes, whether during office hours or otherwise, and whether using company IT facilities and equipment or privately owned devices.

The policy should be read in conjunction with other employment policies, particularly equality, bullying and harassment, email and internet, data protection and any confidentiality policies in place. Social media should not be used in a way that breaches any other company policy.

### Social Media for Business Purposes

Effective use of social media can positively impact on the performance of *The Company*. Our success on social media is reliant on the responsible, professional interaction of all our employees across all social media platforms.

*The Company* has a professional presence across a number of social media platforms and continuously looks to maximise our followers and the impact across these platforms. Employees are asked to actively support *The Company* through these mediums. This may include, but is not limited to, liking, sharing or commenting on company posts, or creating content as directed by your line manager from time to time.

If you are required to speak on behalf of the organisation in a social media environment, you must follow all guidelines set by your line manager on this matter. Where employees have been given access to company passwords for social media platforms, they do not have permission to reset or change the passwords.

With regards to recruitment *The Company* may use internet searches to perform due diligence on candidates in the course of recruitment. Where this is done, *The Company* will act in accordance with our data protection and equal opportunities obligations.

## Responsible Use of Social Media

Whether posting for professional or personal purposes, employees should always be mindful of what they are posting, who can see it, and how it can be linked back to the organisation and work colleagues.

Staff must not use or publish information on any social media site, which has the potential to negatively affect the organisation, its staff, clients, suppliers, vendors or any other affiliate or stakeholder. Examples of such behaviour may include:

- Publishing material that is defamatory, abusive or offensive in relation to any of the parties listed above
- Publishing any confidential or business-sensitive information about the organisation
- Publishing material that might have the effect of damaging the reputation or professional standing of the organisation

In addition, the following are guidelines for using social media responsibly and safely:

- If staff mention or comment on the organisation in social media postings, without prior approval from *The Company*, they should make it clear that the views expressed are their own and not those of *The Company*. In such cases, employees should write in the first person and use a personal email address.
- Staff are personally responsible for what they communicate on social media. It should be remembered that on-line content is never completely private, and may be read by parties it was not originally intended for, including *The Company*, future employers or customers.
- Be aware of data protection rules - employees must not post colleagues' details or pictures without the individual's permission. Photographs of company events should not be posted online. Employees must not provide or use their company password for any personal social media platform.
- Employees must seek prior approval from *The Company* before giving recommendations or references about employees, former employees, customers or suppliers on social media sites. Such a recommendation can give the impression that the recommendation is a reference on behalf of the organisation and should therefore be consistent with company standards.
- Be respectful at all times, in both content and tone of what you say. Show respect to your audience, your colleagues, our customers business partners, suppliers and stakeholders. Do not publish any comments or content relating to the organisation or its employees, which would be seen as unacceptable in the workplace.
- All staff are responsible for protecting our business reputation. If you see content on a social media platform that disparages or reflects negatively on our organisation or our stakeholders, you should contact your manager. Do not respond/comment yourself.
- Employees with internet access in the workplace are not permitted to use social media for personal purposes during working hours.

## Monitoring

All employees should be aware that *The Company* regularly monitors the internet and social media to keep abreast of general internet commentary, brand presence and industry/customer perceptions. *The Company* does not specifically monitor social media sites for employee content, however employees should not expect privacy in this regard, regardless of whether a personal device has been used.

## Policy Compliance

Misuse or abuse of social media can cause significant injury to third parties and can also impact negatively on the credibility of *The Company*. *The Company* therefore takes any misuse or abuse of social media by employees very seriously. Breach of this policy may result in disciplinary action up to and including dismissal. Should an employee breach this policy they will be required to fully cooperate with any investigation which may involve removing certain postings or handing over relevant passwords.

## 3.19.1 Company's social media activities

Where employees are authorised to contribute to the Company's own social media activities as part of their job duties, for example for marketing, promotional and recruitment purposes, they must adhere to the following rules:

- Use the same safeguards as they would with any other type of communication about the Company that is in the public arena.
- Ensure that any communication has a purpose and a benefit for the Company.
- Ensure that no communication is in breach of copyright.
- Obtain permission from their line manager before embarking on a public campaign using social media.
- Keep account passwords secure at all times, and do not delegate administrator duties without the express permission of the Marketing Communications Manager or Director.
- Ensure any communication is thoroughly checked for linguistic and factual accuracy before posting
- Follow any additional guidelines given by the Company from time to time.

## 3.20 Consent for use of your image for publicity purposes

In order to keep our marketing materials completely up to date we capture moments in the life of the school either as digital photos or filming. These photos may be used on the Company's websites, social media and DVD, posters around the school and other media, purely for the purpose of promoting activities of the school. It is a condition of employment that you give consent for your image to be used for Lewis School publicity purposes.

## 3.21 Public Statements

During your employment, you must obtain prior written authority from a senior manager or Director of the Company before accepting any:

- Request for interview by any member of the media, including the press, radio, television or the internet.
- Public speaking engagement.
- Invitation to write any copy or article for publication, transmission or broadcast in any medium.

You must also obtain prior written authority from a senior manager or Director of the Company for the contents of any such speech, lecture, article or other material to be published or broadcast, taking particular care to ensure that it does not (unless prior written consent has been obtained) identify any client, customer, contractor or supplier of the Company or contain or refer to any information which the Company or any of its clients, customers, contractors or suppliers regard as sensitive or confidential.

During or after the termination of your employment, you must not make, publish or cause to be made or published any statement or remark:

- To the media, including the press, radio, television or the internet, about the Company or its current or former employees, workers, officers, consultants, contractors, agents, clients, customers, suppliers, shareholders or advisers, or any aspect of its or their business, which has not received prior written clearance from a senior manager or Director of the Company.
- To any person on any subject not directly concerning your employment which is likely or intended to harm the business or reputation of the Company or any of its current or former employees, workers, officers, consultants, contractors, agents, clients, customers, suppliers, shareholders or advisers.

After the termination of your employment, you must not represent yourself as being interested in or employed by, or in any way connected with, the Company or its business and you must not use the Company's name in connection with any other business.

Nothing in this clause shall prevent you from disclosing information which you are entitled to disclose under the Public Interest Disclosure Act 1998, provided always that the disclosure is made in accordance with the provisions of that Act.

## 3.22 Confidentiality

Employees are required not to divulge secrets or any information, which is regarded as confidential by *The Company* or any associated companies or their business during or after your employment, except in the proper course of your employment or as required by law.

You may not remove any documents or effects belonging to *The Company* or which contain any confidential information from *The Company's* premises at any time without proper advance authorisation.

You must return to *The Company* upon request and, in any event, upon the termination of your employment, all documents and effects belonging to *The Company* or which contain or refer to any confidential information and which are in your possession or under your control.

## 3.23 Alcohol and Drugs

*The Company* is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of rank or position. The rules apply during working hours to all employees of *The Company* while they are on company premises or elsewhere on company business.

- The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on company property is prohibited.
- Being under the influence of illegal drugs, alcohol, or substances of abuse on company property is prohibited.
- In implementing this policy, *The Company* reserves the right to undertake random alcohol and drug tests.

The legal use of prescribed drugs is permitted on the job only if it does not impair performance and if it does not endanger other individuals.

*The Company* takes this matter extremely seriously, breach of the above rules may be considered as gross misconduct and may result in summary dismissal in accordance with *The Company's* Disciplinary Procedure.

## 3.24 Right to Search

*The Company* reserves the right to search any employee, their property and vehicles and lockers at any time whilst they are on or departing from a work location, whether it be on *The Company* premises or elsewhere.

Any searches will be carried out in private by a designated person from *The Company* of the same sex. Either *The Company* or the employee may request a witness to attend. A record of the search will be noted and stored on the employee's file.

Refusal to comply with a search request, without a reasonable excuse, may be deemed misconduct.

## 3.25 Resignation and Termination

An employee may terminate his/her employment by giving notice as per the terms and conditions outlined in the contract of employment.

Your entitlement to notice from us will be as per the terms and conditions outlined in the contract of employment. Statutory notice will apply where it is greater than contractual notice. Statutory notice is:

- one weeks' notice for employees who have been employed continuously for one month or more, but for less than two years,
- two weeks' notice for employees who have been employed continuously for two years, and one additional weeks' notice for each further complete year of employment, up to a maximum of 12 weeks.

*The Company* reserves the right to pay the appropriate payment in lieu of notice and may require the employee not to work the notice period.

## 3.26 Lay-Off/Short-Time

While it is *The Company's* intention to provide continuity of employment, there may be circumstances outside *The Company's* control which may necessitate lay-off, short-time or reduced working hours. *The Company* reserves the right to place you on short-term working or alternatively, to lay you off without pay, other than Statutory Guarantee Pay, if there is no work and no reasonable alternative work for you. *The Company* will give as much notice as is reasonable in the circumstances.

## 3.27 Exit Interviews

At the end of your employment an exit interview may be conducted with you. The purpose is not only to handle organisational details, but also to find out why an employee is leaving and what *The Company* might do to improve the working environment for the future.

## 3.28 Inclement Weather/Emergency Closing

It is *The Company's* policy to remain open for business during times of inclement weather or similar circumstances. Employees are expected to make every reasonable effort to attend for work but *The Company* accepts that in times of inclement weather or similar circumstances, employees may be unable to attend for work due to transport difficulties outside his/her control. In such an event the employee must be in a position to evidence that all reasonable transport options have been exhausted. He/she must notify his/her manager immediately.

At times, emergencies such as severe weather, fires, or power failures can disrupt company operations. The decision to close the office/plant will be made by *The Company*. When the decision is made to close the office/plant, employees will receive official notification from their manager.

Time off from scheduled work due to emergency closings or inability to attend due to transport difficulties caused by inclement weather or similar circumstances will be unpaid. However, if employees would like to be paid, they are permitted to use annual leave time if it is available to them. If an employee is in a position to work from home, he or she may be requested to do so at *The Company's* discretion.

## 3.29 Car Parking

While car parking facilities may be available in certain circumstances, this is not a term or condition of employment. *The Company* cannot accept responsibility for vehicles or the contents thereof while on company property.

## 3.30 Vehicles

Depending on the role of your job you may be asked to drive for *The Company*. It may be that *The Company* provides you with a vehicle or asks you to use your own vehicle for company business. It is, therefore, your responsibility to understand *The Company's* vehicle policy. You should understand that using a company car can also have some tax implications for you. Your manager will explain should you be requested to drive for *The Company*. You are expected at all times to adhere to road traffic laws in the course of driving while on company business.

## 3.31 Driving for Work

### **Purpose**

This policy has been put in place to safeguard both employees and the general public and seeks to minimise the risks associated with driving. An employee is "driving at work" or "driving for work" if they are driving for any company purpose. Commuting to and from the normal place of work will not be considered driving for work. For the purpose of this policy "driving" includes the use of motorcycles, bikes etc.

### **Scope**

This policy applies to employees driving company vehicles and private vehicles for any company purpose.

### **Driving Licences**

Employees operating or driving company vehicles must have the appropriate driving licence for the company vehicle being driven. This licence must be held by the employee at all times on their person while driving the company vehicle, ready for presentation on request by the authorities under the Road Traffic Acts.

Employees who drive for work purposes (*and their partners who may drive the company car*) are required to submit up to date copies of their driving licences to *The Company* annually and whenever there is any change to the details on the licence, such as the addition of penalty points, a photocopy may be taken for company records.

If an employee (*or their partner*) is charged or convicted of driving offences, or has their driving licence endorsed, the employee must report this fact to their line manager at the earliest opportunity.

### **Rules of the Road and Road Traffic Offences**

Employees are expected to comply with all relevant traffic laws or rules, including local parking rules.

*The Company* will not cover the cost of road traffic offences including fines received under the penalty points system. These costs will be borne by the employee regardless of whether the vehicle was being used for private or business use at the time the offences occurred. If an employee fails to pay a driving related fine on a company car, *The Company* will deduct the cost of paying this fine from their pay. Only in exceptional circumstances will *The Company* consider paying a fine on behalf of an employee.

An employee who has been disqualified from driving for any reason may be subject to disciplinary action up to and including dismissal. In addition any breach of this policy could result in disciplinary action up to and including dismissal.

### **Company Cars**

*The Company* will be responsible for obtaining MOT certificates, insurance and arranging regular servicing for company cars. This does not however effect the employee's legal liability for any such matters, as the driver of the vehicle.

Employees must report any defects with company vehicles that they become aware of, including if the vehicle has exceeded its regular servicing mileage limit. Details of the mileage limit before the vehicle must be serviced should be kept within the vehicle.

### **Personal use of Company Cars**

Employees (*and their partners*) are permitted to use a company car for personal purposes subject to the needs of the business.

Where applicable, details of any payment for fuel and other costs incurred by employees in respect of private mileage, where permitted, will be provided to the employee separately.

The value, make and model of car that is provided to the employee is entirely at the discretion of *The Company*. *The Company* reserves the right to vary or withdraw the use of the company car at any time.

Where a car is provided for the main use of an employee *The Company* reserves the right to require the employee to make the car available to other employees from time to time for other business use.

### **Private Cars for Company Use**

Employees using a private vehicle for company use are responsible for ensuring that the vehicle is suitable, safe and legal for the purpose. This will include ensuring that there is a valid MOT certificate, that the vehicle is roadworthy and that there is suitable insurance in place (i.e. to cover business use). If an employee is required to drive for work then *The Company* will pay any additional insurance premium in respect of business use. Expenses for mileage accrued in a private car should be claimed through *The Company's* expenses policy.

### **Driving on Company Business**

Employees are required to drive in a safe, lawful and efficient manner, in all weather and traffic conditions, observing the recommendations of the Highway Code.

The image that the Company presents to its customers is influenced by the cleanliness and appearance of its cars. Employees are required to wash and clean the car as often as it is necessary to maintain a smart professional image.

Employees are required to use the most direct routes when carrying out company business.

Employees are required to advise their line manager of any problems or delays which could affect the scheduling for that day.

Employees must always lock and alarm the car when they leave it unattended. The safety and security of the car, passengers or loads is the responsibility of the driver.



## **Maintenance**

Employees must not take a car onto the road if they know or suspect that it has a serious defect. Any defects in the vehicle should be notified immediately to the relevant manager and anything in urgent need of repair has to be taken care of immediately, especially where safety could be compromised. Legal responsibility for the safety and legality of use of a vehicle remains with the driver.

Whether in a vehicle provided by the Company or otherwise, the employee must ensure that the car is maintained in a safe and roadworthy condition at all times, complying with all existing legal requirements.

The costs of maintaining and repairing company cars will normally be met by *The Company* where those costs arise in the course of normal use of the car.

Employees are wholly responsible for ensuring the proper maintenance of the car in accordance with the manufacturers' recommendations and the requirements of UK Law.

## **Car Allowances**

On occasion *The Company* may offer employees the option of a car allowance instead of a company car. Where this has been agreed, *The Company* will pay the employee a monthly car allowance to allow the employee to purchase a car of their own choice. The allowance is designed to cover costs while using the car on company business only. Details of any car being purchased must be forwarded to management for approval prior to purchase, and must not be older than two years old.

*The Company* will, on receipt of proper claims, reimburse fuel costs of journeys undertaken on behalf of *The Company*. *The Company* will meet no other expenses incurred in using the car.

Employees are required to make the car available for the execution of their duties and must undertake to extend their car insurance accordingly.

## **Accidents and Damage**

Employees must immediately report to their line manager all damage to a company car. A full written report of the circumstances in which the car was damaged should be submitted thereafter.

In addition to reporting any accidents or incidents to *The Company*, employees should comply with any legal obligations in this regard, including reporting incidents to the police and exchanging suitable details with any other party to an accident.

If damage to a company car is incurred as a result of an employee's negligence, the employee will be liable for the total cost of repairing the car.

## **Safety Whilst Driving**

- Driving under the influence of alcohol or drugs

Any use by an employee of alcohol or drugs (prescribed or otherwise) while in charge of a company car, where that alcohol or drug use has any potential effect on the employee's fitness to drive, will render the employee liable to disciplinary action.

- Smoking

Employees are not permitted to smoke inside company cars. Employees in breach of this rule will be subject to disciplinary action.

- Tiredness

Employees should be aware of tiredness when driving, and should stop as soon as it is safe to do so if they feel sleepy. Employees must rest for fifteen minutes after two hours of driving, as soon as it is safe to do so. Where an employee feels that a journey is excessively long, they should raise it with their manager so that due consideration can be given to alternative solutions.

- State of Health

It is the employees responsibility to ensure they are in the appropriate state of health to drive, including that their eyesight meets the requirements of the Highway Code. Employees should not drive against medical advice.

- Mobile telephones and driving

It is a criminal offence to drive (or have another person drive) a motor car while using a 'hand held' mobile telephone.

For the purposes of the legislation, 'driving' will include sitting in a stationary car with the engine running and a 'hand held' mobile telephone will include any 'hands free' mobile telephone if it is held at any point during the call. Using a 'hands free' mobile telephone

while it is in its holder will not be an offence.

With the exception of blue-tooth or similar devices, in-ear devices are also illegal and cannot be used at any time whilst driving.

Passengers in cars are not prohibited from using hand held mobile telephones; however, they must not hold it for the driver to use in a moving car.

With regard to hand-held mobile telephones, employees must:

- never use a hand held phone while driving;
- keep the phone switched off while driving;
- only use the phone once the car has been parked in a safe place and the engine has been switched off.

Even a hands free phone can cause distraction and it should not be used for making calls while driving. Employees who wish to make a call while driving should only use the telephone once the car has been parked in a safe place and the engine has been switched off.

#### **Miscellaneous**

Employees must request permission from management in advance if they wish to take the vehicle abroad.

Where an employee requires a device to be fitted in their company vehicle (e.g. hands free kit) in order to comply with The Road Traffic Acts, they should first speak with management before taking any action.

The company vehicle remains the property of *The Company* at all times. *The Company* reserves the right to change the vehicle without notice. *The Company* reserves the right to commandeer the vehicle in exceptional circumstances as deemed necessary by the Manager.

#### **Conclusion**

Breach of this policy will be considered a disciplinary offence which could result in a disciplinary sanction, up to and including dismissal.

With regard to the above, *The Company* reserves the right to insist on the immediate return of a company vehicle if such an offence occurs.

## **3.32 Job Flexibility and Mobility**

#### **Job flexibility**

It is understood that you are prepared to adopt a flexible approach to your work pattern and, if it is deemed necessary for the effective running of the business, carry out alternative duties, in other departments. We are dependent on this flexibility not only to allow us to adapt to the changing nature and volume of our work, but to protect the future of the business and its staff.

#### **Mobility**

The Company reserves the right to require you to work at any other establishment or place of business of the Company, whether current or future, whether on a temporary or permanent basis according to the needs of the business. Where you are required to move on a permanent basis, the Company will give you reasonable prior written notice of the move. Where you are required to move on a temporary basis, the Company will endeavour to give you prior written notice of the move but, depending on the particular circumstances, it may not always be possible to do so.

You also agree that you will make visits to customers, clients or suppliers as may be required by the Company from time to time.

## **3.33 Business Expenses**

The Company will reimburse you for authorised and legitimate expenditure, reasonably incurred by you, during the proper performance of your duties including travel, accommodation and other agreed out-of-pocket expenses. You will be required to complete an expense claim form and support such a claim by submitting valid receipts.

## 3.34 Debts and Overpayments

If, either during or on the termination of your employment, you owe the Company money as a result of any loan, overpayment, default on your part or any other reason whatsoever, the Company shall be entitled to deduct the amount of your indebtedness to it from any payment or final payment of wages which it may be due to make to you. Such deductions may include, but are not limited to:

- An overpayment of, or advancement on, wages, bonus, commission or expenses, whether made by mistake or otherwise.
- Annual leave taken as at the date of the termination of your employment which is in excess of your accrued entitlement.
- Any losses, insurance excess payments or insurance premium increases sustained by the Company as a result of the loss of, damage to or unauthorised use of any Company property (including Company cars), or that of any client, customer or supplier, which is caused through your carelessness, negligence, wilful default or dishonesty.
- Any loans, including season ticket loans.
- Any fines, charges, penalties or other monies paid or payable by the Company to any third party for any act, omission or offence on your part for which the Company may be held vicariously liable (for example, speeding fines, parking tickets and congestion charges).
- The market value of any unreturned Company property on the termination of your employment.
- The repayment of any contractual or discretionary sick pay where the sickness absence reporting requirements have not been followed or your absence is unauthorised.
- The payment of any sum received from the court as loss of earnings for undertaking jury service where your wages have been paid by the Company during your absence.
- Attachment of earnings orders, child support maintenance, judgment debts, payments under an administration order, sums ordered to be paid following a criminal conviction, student loans or any other payment required by law.

Any amount deducted under this clause is a genuine attempt by the Company to assess its loss and is not intended to act as a penalty.

If the Company accidentally overpays you in respect of wages, bonus, commission or expenses in a particular pay period, you must act in good faith and immediately notify your line manager. Failure to notify the Company in these circumstances may lead to disciplinary action under the Company's disciplinary procedure.

If, on the termination of your employment, your final payment of wages is not sufficient to meet your debt due to the Company, you agree that you will repay the outstanding balance to the Company within one calendar month of the date of termination of your employment, such payment to be made as agreed with the Company.

## 3.35 Company Property

### **Stock/property**

Our property (and/or that of our customers) must only be used for the purpose for which it is intended, and must not be removed from site without prior approval.

You must report to management any damage to or loss of stock or property.

If, as a result of your carelessness or negligence we (and/or our customers) suffer loss or damage to property or stock, (including vehicles) this will be construed as a serious breach of the rules. Where negligence or carelessness is particularly serious then this may render you liable to pay the full or part of the cost of repair or replacement, or insurance excess if appropriate. If you fail to pay, we reserve the right to deduct the costs from your pay.

### **Use and Return of Company Equipment**

In order to enable some employees to work from home or otherwise away from the Company's premises, the Company may provide them with designated items of office equipment. Office equipment may include computer hardware and software, laptop, printer, scanner, telephone, fax machine, answer machine, mobile phone, desk, chair, filing cabinet or any other item of office equipment. If you are provided with any items of office equipment, you agree that you will be responsible for ensuring they are properly looked after and stored and otherwise kept safely at all times. You will be required to pay to the Company the reasonable replacement cost of any item of office equipment which is lost or stolen whilst under your control due to your negligence or deliberate or reckless act or omission. The Company will deduct a sum equal to the reasonable replacement cost from your wages, as defined in section 27 of the Employment Rights Act 1996, should an item of office equipment be lost or stolen whilst under your control due to your negligence or deliberate or reckless act or omission.

The Company reserves the right to require you to return any item of office equipment at any time during your employment for any

reason whatsoever, including, but not limited to, the withdrawal of any privilege of working from home and/or working away from the Company's premises. You have no contractual entitlement to the use of the office equipment and therefore withdrawal of its use at any time does not entitle you to claim any form of damages or compensation. In addition, on the termination of your employment for any reason, you must promptly and without unreasonable delay return any items of office equipment and, in any event, this must take place by no later than any date specified to you at the time by the Company. Any items of office equipment must be returned in the same condition as provided to you, subject to reasonable wear and tear. If an item of office equipment is damaged whilst under your control, reasonable wear and tear excepted, you are required to pay to the Company the cost of repairing the damage. In certain circumstances, this may include the replacement cost of the office equipment if it cannot in the Company's reasonable opinion be repaired. The Company will deduct a sum equal to the reasonable cost of repairing the damage to the affected equipment or replacing the item of damaged equipment (as appropriate) from your wages.

It is your responsibility to return office equipment to the Company, whether this be by demand of the Company or in the event of the termination of your employment for any reason. You agree that failure to do so will entitle the Company to withhold any wages due from the Company to you up to the current market value of the equipment not returned.

Any office equipment is provided for your exclusive use in connection with your employment with the Company. Use of the office equipment for personal and private purposes or for any use other than for the Company's business is prohibited. If you are discovered using the equipment for personal or private purposes, this is a disciplinary matter. A deliberate, negligent or reckless failure to take proper care of an item of office equipment, resulting in it being lost, damaged or stolen, is also a disciplinary offence.

## 3.36 Alterations and Modifications to this Handbook

The Company reserves the right to make reasonable alterations to this handbook. You will be notified of minor changes. Major changes will be implemented at the end of an appropriate notice period that will be notified to you and subject to any written objections having been lodged with the HR Manager.

## 3.37 Other employment

*The Company* will not object to you undertaking any other employment provided it does not interfere with your ability to satisfactorily fulfil the job we employ you to do. You must notify us of all other employment which you undertake.

We will not allow any other employment which we deem to be either in direct competition or which presents a conflict of interest with the business of *the Company*.

This information is also required in order that there is no infringement of the Working Time Regulations.

## 3.38 Intellectual Property

For the purposes of this clause, 'Intellectual Property Rights' means patents, copyright, registered and unregistered design rights, discoveries, inventions, trademarks, database rights and other intellectual property or similar proprietary rights throughout the world and applications for registration of any of the same.

During your employment, you are always under a special obligation to further the interests of the Company in respect of Intellectual Property Rights.

You must promptly disclose to your line manager in writing all Intellectual Property Rights originated, conceived, created, written or made by you alone or with others which may be of benefit to the Company or which relate directly or indirectly to the business of the Company (except only those Intellectual Property Rights originated, conceived, created, written or made by you wholly outside your normal working hours and which are completely unconnected with your normal job duties or with job duties specifically assigned to you by the Company).

To the extent permitted by law, you accept that such Intellectual Property Rights shall be owned absolutely by the Company and will so vest in the Company and the Company shall be entitled to make such additions, deletions, alterations or adaptations to or from any such Intellectual Property Rights as we shall in our absolute discretion determine. Otherwise, you agree to hold in trust for the Company any such Intellectual Property Rights.

You also agree, at the Company's request and expense, to enter into all such documents and do all such things necessary or as the Company may require to ensure, whether by assignment or otherwise, the Company's ownership of the Intellectual Property Rights and/or to obtain patent or similar protection for the Intellectual Property Rights in such parts of the world as the Company may specify and you agree to waive all moral rights. You will not seek to register your own ownership of any such rights and neither will you be entitled to receive any additional payment in respect of any Intellectual Property Rights.

These provisions on Intellectual Property Rights remain in force notwithstanding the termination of your employment.

## 3.39 Competition Agreement

It is a condition of your employment that, when your employment is terminated, for whatever reason, you may not, whether in a personal capacity or as the representative or agent of any other business conducted wholly or partly within the UK for a period of 12 months after the termination of your employment:

(i) approach any individual or organisation who has, during the period of your employment, been a customer of the Company's, if the purpose of such an approach is to solicit business of the type which is undertaken by us.

(ii) approach any existing staff member of the Company with a view to offering them employment in a "Competitor" organisation.

## 3.40 Personal Relationships at Work

The Company recognises that employees who work together may form personal friendships and, in some cases, close personal relationships. As a general rule, the Company does not wish to interfere with personal friendships and relationships. However, it must also ensure that employees continue to behave in an appropriate, professional and responsible manner at work and that they continue to fulfil their job duties both diligently and effectively. It is important for the Company to strike a balance between your right to a private life and the Company's right to protect its business interests. If you embark on a close personal relationship at work, whether the relationship is with a fellow worker, client, customer, supplier or contractor, you are bound by the following provisions:

- You must not allow your relationship to influence your conduct at work. Intimate behaviour during normal working hours or on Company or client premises is prohibited. This includes, but is not limited to, holding hands, other close physical contact, discussions of a sexual nature or kissing.
- If you embark on a relationship with another employee in your department, you should declare this to your line manager as soon as reasonably practicable.
- If you are a manager and you embark on a relationship with a more junior member of staff, you should declare this to your line manager as soon as reasonably practicable. This is particularly important if you are the line manager of the employee because of the risk of the junior employee being afforded more favourable treatment, or less favourable treatment if the relationship subsequently breaks down. In order to avoid a situation where you have managerial authority over a junior member of staff with whom you are having a relationship, the Company reserves the right to elect to transfer one or both of you to a job in another department, either on a temporary basis or permanently. The Company will first consult with both of you to try and reach an amicable agreement on transfer.
- If you begin a relationship with a client, customer, supplier or contractor and your relationship allows the potential for you to abuse your level of authority, you must declare the relationship to your line manager as soon as reasonably practicable. In these circumstances, the Company reserves the right to elect to transfer you to a job in another department where you will not be able to exert undue influence over the other party, either on a temporary basis or permanently. The Company will first consult with you to try and reach an amicable agreement on transfer.
- If a personal relationship (or the breakdown of a personal relationship) starts to affect your performance or conduct at work, then your line manager will speak to you with a view to your previous level of performance or conduct being restored. However, if your performance or conduct fails to improve or it reverts to the problem level, the matter will become a disciplinary one.
- If you are having or have had a personal relationship and you are found to have afforded either more or less favourable treatment to the other employee because of this relationship or you have exercised undue influence over a client, customer, supplier or contractor, this is a disciplinary matter.

# 4 Leave and Benefits

## 4.1 Annual Leave

Annual leave will be as per The Working Time Regulations 1998\*. Under the Regulations, workers have the right to 5.6 weeks paid leave each year. Part-time employees are entitled to the same level of holidays pro-rata. Details of employee's paid annual leave entitlement is set out in the employee's contract of employment, as are details of The Company's holiday year. If you are a casual worker your line manager will explain your holiday entitlement to you. Self-employed contractors are not entitled to paid holiday.

Holidays must be taken in the leave year in which they are due. At management's discretion, an employee may be allowed to carry over days into the following leave year. However, annual leave may be carried over in cases where an employee is unable to take their annual leave due to sickness. Leave carried over in this manner must be used within 18 months after the end of the leave year in which it was accrued.

Requests for annual leave must be submitted giving as much notice as possible. The Company will try to accommodate holiday requests, but the needs of the business may have to take precedence, particularly where inadequate notice is given.

No more than two weeks' paid annual leave may be taken consecutively without the prior written agreement of your line manager.

You may be required to take a designated number of days of your annual leave entitlement when the Company operates a shutdown. The Company will give you notice of the exact dates you may be required to take as annual leave as early as possible after the start of the holiday year and in any event at least one month in advance of the shutdown.

You may also be required to take a designated number of days of your annual leave entitlement at other times determined by the Company. In this case, the Company will not be obliged to give you any minimum notice to take such annual leave. The rights and obligations set out in Regulation 15 of the Working Time Regulations 1998 are excluded in this regard.

In your first and last year of employment, your holiday entitlement will be that proportion of your annual holiday entitlement equivalent to the proportion of the holiday year in question during which you have been employed. This will be calculated to the nearest half day and assuming that holiday entitlement accrues at an even rate from day to day. During your first year of employment, unless otherwise agreed in writing by your line manager, you will not normally be permitted to take more annual leave than you have actually accrued at the time the holiday is taken. Entitlement during your first year of service is calculated monthly in advance at the rate of one-twelfth of the full year's entitlement.

Should you be incapacitated for work due to sickness or injury during any period of pre-booked annual leave (whether in whole or in part), you must immediately notify the Company in accordance with its sickness absence reporting procedure. The Company will then reimburse the period of annual leave entitlement lost due to your incapacity and instead pay you sick pay in accordance with the provisions of your Contract of Employment for your period of sickness absence, provided you meet the qualifying conditions, you fully comply with your obligations relating to sickness absence reporting and your absence is properly certified. You must therefore deliver to the Company a relevant self-certification form or medical or doctor's certificate (as appropriate) covering the entire period of your incapacity for these provisions to apply.

Due to the nature of the industry the Company, most employees are prohibited from taking annual leave during peak season- usually between June and August. Please check with your line manager or the HR Manager.

\*The Working Time Regulations (Northern Ireland) 1998, as appropriate in Northern Ireland.

### 4.1.1 Public / Bank Holidays

The following Public / Bank holidays, or substitute days, may be taken as paid leave in addition to your annual leave entitlement referred to earlier in this section.

- Good Friday
- Easter Monday

- First Monday in May
- Last Monday in May
- Last Monday in August
- Christmas Day
- Boxing Day
- New Year's Day

#### **Payment on Public / Bank Holidays**

Should you be required to work on any of the above days, you will receive payment at the rate of your basic hourly rate for all hours worked.

Any days in lieu applicable under this section are to be taken by mutual agreement with Management.

### **4.1.2 Requesting leave**

Requests for annual leave must be submitted giving as much notice as possible by emailing your line manager. The Company will try to accommodate holiday requests, but the needs of the business may have to take precedence, particularly where inadequate notice is given.

Please email your line manager indicating:

- The dates that you are requesting
- The number of days you are requesting
- Any other pertinent information

Your manager will email you to authorise or reject your request and will inform the HR Manager.

## **4.2 Pension Policy and Plans**

### **4.2.1 Pension Policy**

Details of any pension schemes in place will be provided to employees separately as appropriate.

*The Company* acts in compliance with The Pensions Act 2008\* and all auto enrolment regulations.

\*The Pensions Act (Northern Ireland) 2008, as applicable in Northern Ireland.

## **4.3 Maternity Leave**

The Maternity Leave Policy complies with statutory requirements.

### **4.3.1 Notification**

You should notify your line manager of your pregnancy as soon as reasonably possible so that any steps necessary to protect your health and safety during pregnancy can be taken.

By the end of the 15th week before the expected week of childbirth (Qualifying Week) the employee must provide the following

information in writing to *The Company*:

- The expected week of childbirth (EWC), confirmed by means of MAT BI Form signed by a medical practitioner,
- The date on which the employee intends to start maternity leave. This date may be changed at a later date if needed, provided the employee gives the employer 28 days notice in writing, or as much as is reasonably practicable.

Once *The Company* receives the written notification the employee will receive a written response within 28 days, confirming their entitlement to maternity leave.

## 4.3.2 Maternity Leave

Statutory Maternity Leave is 52 weeks made up of 26 Ordinary Maternity Leave (OML) and 26 weeks Additional Maternity Leave (AML).

Maternity Leave can start at any time from 11 weeks before the expected birth. Maternity leave will normally start on which ever date is the earlier of:

- The employee's chosen start date
- The day after the employee gives birth
- The day after any day on which the employee is absent for a pregnancy related reason in the four weeks before the EWC

The first two weeks immediately after the birth are compulsory maternity leave and staff are not allowed to return to work during this period. This period is extended to four weeks in certain professions, should this extension apply you will be notified by your line manager.

## 4.3.3 Statutory Maternity Pay (SMP)

To qualify for Statutory Maternity Pay (SMP) employees must comply with the notification requirements. They must also have 26 weeks continuous service with *The Company* on the 15th week before the baby is due (Qualifying Week) and must also earn an average weekly amount that is equal or more than the lower limit for National Insurance contributions.

Statutory Maternity Pay is made up as follows:

- The first 6 weeks are paid at 90% of the employee's average weekly earnings. This is the higher rate of SMP
- The next 33 weeks are paid at the lower rate of SMP, set annually by the Government
- the final 13 weeks are unpaid

Individuals with less than 26 weeks service at the Qualifying Week will not be entitled to SMP, however they may be entitled to Maternity Allowance (MA) depending on their recent employment history and earnings record. Individuals should apply for MA directly through Job Centre Plus.

During maternity leave your rights, such as annual leave, are preserved and continue to accrue as normal.

## 4.3.4 Additional Information

### Ante-natal and Post-natal Care

All pregnant employees are entitled to reasonable time off with pay for antenatal care. Except for the first appointment, employees should be able to show evidence that the appointment has been made. Employees should endeavour to give their line manager as much notice as possible of ante-natal appointments and wherever possible try to arrange them as near to the start or end of the working day.

### Health and Safety

*The Company* has a duty to conduct risk assessments on pregnant and breast feeding women and to take measures to avoid exposure to health and safety risks. If the risk assessment reveals that the employee would be exposed to health hazards, *The Company* will take steps as are necessary, this may include altering the employee's duties. If it is not reasonably possible to alter the employee's working environment they may be suspended on maternity grounds, for the remainder of the pregnancy until the commencement of the employee's maternity leave. Unless the employee has unreasonably refused suitable alternative duties, she will be entitled to receive her normal salary and contractual benefits during the period of suspension.



### **Keeping-In-Touch (KIT) Days**

Staff have the option to attend work for up to a maximum of 10 days during their maternity leave. These are known as KIT Days and do not affect maternity leave entitlement. KIT days allow you to attend work to undertake training or participate in certain work activities and are paid at the normal rate of pay. KIT Days are not compulsory and there is no obligation on either party to arrange or agree these.

### **Returning to Work**

The return to work date will be set as 52 weeks after the commencement of maternity leave. Should the employee wish to return to work before this they must give the employer eight weeks notice in writing outlining the intended return to work date. If the notice is not given *The Company* may delay the return until eight weeks notice has been given, but not later than the end of the 52 weeks maternity leave period.

An employee is entitled to return to the same job on the same terms and conditions if she returns to work either during or at the end of Ordinary Maternity Leave. If the employee returns to work during or at the end of Additional Maternity Leave she is entitled to return to the same job or if this is not reasonably practical, to a similar suitable job under the same terms and conditions.

If an employee decides not to return to work after maternity leave, they must give notice of termination as detailed in their contract of employment.

## **4.4 Paternity Leave**

This policy is in line with statutory requirements. Paternity leave applies if you are a father to be, or will share the responsibility with a partner for bringing up a child. This includes those who are adopting a child.

Paternity leave is made up of Ordinary Paternity Leave (OPL) and Additional Paternity Leave (APL). APL will not apply to parents of babies due to be born or adopted on or after 5th April 2015. Parents in this category should refer to the Shared Parental Leave Policy.

In order to qualify for Paternity Leave the following criteria must be met:

- You have been employed continuously with *The Company* for 26 weeks by the end of the 15th week before the expected week of childbirth (known as the Qualifying Week). In adoption cases the period is calculated as at the week on which notification of the match with the child is given by the adoption agency.
- You have or expect to have responsibility for the child's upbringing.
- You are either the biological father or the mother's husband/partner (including same sex relationships).

### **4.4.1 Ordinary Paternity Leave (OPL)**

OPL is for two weeks and can be taken as a single block of either one week or two weeks leave. It cannot be taken as odd days or as two separate weeks. OPL can start on any day of the week, as long as the required notice is given, but it must be taken within eight weeks of the actual birth/date of adoption.

Notification of intention to take OPL must be submitted in writing to *The Company* no later than the 15th week before the expected week of childbirth. In adoption cases the employee must give notice no later than seven days after the date on which notification of the match with the child is given by the adoption agency.

You may be entitled to Statutory Paternity Pay which is paid at a rate set annually by the Government.

### **4.4.2 Additional Paternity Leave (APL)**

APL ceased to apply for parents of babies due to be born or placed after 5 April 2015. Parents should now refer to the Shared Parental Leave Policy.

## 4.4.3 Antenatal Care

An expectant father or the partner of a pregnant woman is entitled to take unpaid time off work to accompany the woman to up to two antenatal appointments. No more than six and a half hours may be taken to attend each appointment.

\*The above policy will apply in Northern Ireland from early April 2015.

## 4.5 Shared Parental Leave

This policy outlines the statutory right to take Shared Parental Leave (SPL) to care for a child due to be born or placed for adoption on or after 5 April 2015.

Shared Parental Leave (SPL) offers parents flexibility in sharing the care of their child in the first year following birth or adoption. Under SPL, mothers/primary adopters can curtail their maternity/adoption leave, enabling them and/or their partner to opt-in to the SPL system for the remaining weeks. Should the eligibility criteria for SPL be met, parents can effectively convert a period of maternity/adoption leave and pay into shared parental leave and pay that can be taken by either parent.

After the birth of a child it is compulsory for the mother to take two weeks' maternity leave (four weeks for new mothers who work in a factory), so in the majority of cases working parents will have the opportunity to share 50 weeks of SPL. Parents can opt to both be on leave at the same time or at separate times. SPL does not have to be taken in a single continuous block, it can be taken in discontinuous blocks with the agreement of *The Company*.

SPL can start on any day of the week, but must be taken in blocks of at least one week and within a one year period from the date of the baby's birth or the child's placement for adoption.

SPL is in addition to the statutory right to two weeks' paternity leave for fathers and partners. If you wish to take paternity leave you must do so before you take any SPL.

### 4.5.1 Eligibility to Shared Parental Leave

To be entitled to SPL you must:

- Be the mother, father, or main adopter of the child, or the partner of the mother or main adopter
- Have, or share with the other parent, the main responsibility for the care of the child
- Have at least 26 weeks' continuous service at the 15th week before the expected week of birth or at the week in which the main adopter was notified of having been matched with the child (known as the "relevant week")
- Still be in continuous employment until the week before any SPL is taken
- Follow the statutory notification process and comply with all internal notification procedures.

In addition, the other parent must:

- Have at least 26 weeks' employment (employed or self-employed) out of the 66 weeks prior to the relevant week
- Have average weekly earnings of at least £30 during at least 13 of the 66 weeks prior to the relevant week.

If your partner meets these conditions, but does not qualify for SPL, you may be entitled to the whole SPL period – the advantage being the ability to request leave in different blocks and return to work in between those blocks.

### 4.5.2 Eligibility to Shared Parental Pay

If a mother/primary adopter gives notice to reduce their entitlement to maternity pay/adoption pay/maternity allowance before they have received it for 39 weeks, the remainder may become available as Shared Parental Pay (ShPP).

In order to be eligible for ShPP, you must meet the requirements regarding entitlement to leave outlined above. You must also have earned above the "Lower Earnings Limit" in the eight weeks leading up to and including the 15th week before the child's due date/matching date, and still be employed with the same employer at the start of the first period of ShPP. The statutory notification process as set out below should also be followed.

ShPP is a standard weekly rate (or 90% of the employee's weekly earnings if this is lower) which is set by the Government each tax year.

## 4.5.3 Notification Requirements

*The Company* promotes employees having early informal conversations regarding leave intentions. Such a conversation will give both *The Company* and employees an opportunity to talk about their preferences regarding shared parental leave. It can also be an opportunity to discuss when any discontinuous leave can be best accommodated.

The formal notification requirements for SPL and ShPP are very specific and detailed as outlined below. Employees are advised to speak with their manager for guidance if required.

### 1. Curtailment of Statutory Maternity/Adoption Leave and Payments

The mother/primary adopter first must bring their period of maternity/adoption leave to an end by giving *The Company* at least eight weeks' notice of the date on which maternity/adoption leave and pay is to end.

Notice of curtailment is usually binding, but may be withdrawn in the following circumstances:

- It becomes apparent that neither parent is entitled to SPL or ShPP
- If the curtailment notice was given before the birth and is revoked within six weeks of the birth (in this case another curtailment notice can be submitted)
- If the other parent dies.

### 2. Notice of entitlement and intention to take SPL and ShPP

Eligible employees must provide *The Company* with an initial written notice of entitlement and their intention to take SPL. This should be submitted at least eight weeks before the employee intends to take the first period of SPL. The written notice must contain:

- Your name and the other parent's name
- The start and end dates of the mother's or main adopter's maternity/adoption leave (or the start and end dates of the statutory maternity/adoption pay or maternity allowance period if the mother/main adopter is not entitled to statutory leave)
- The expected date of birth/placement and the actual date of birth/placement if the written notice is given after the birth/placement
- The amount of SPL and ShPP available and an indication of how much each parent intends to take (this may be varied by a subsequent written notice signed by both parents)
- An indication of the start and end dates of the periods of SPL and ShPP that you intend to take. This indication is not binding and can be amended at a later date
- A declaration that you meet the conditions for entitlement to SPL, the information provided is accurate and that you will notify *The Company* immediately if you cease to meet the conditions for entitlement
- A written declaration from both parents about their eligibility to take leave and the accuracy of the information in the notice. The employee giving the notice must confirm that they will notify *The Company* if they cease to be eligible for SPL. The other parent must give his or her name, address and National Insurance number, confirmation that s/he meets the employment and earnings conditions, consents to the amount of leave their partner intends to take and will immediately inform you if s/he ceases to satisfy the employment and earnings conditions.

The indication of how the shared parental leave and pay will be divided between the parents can be altered by submitting a further notice to take a specific period of SPL and ShPP (see below).

### 3. Period of Leave Notice

Employees may submit a maximum of three period of leave notices, *The Company* may at its discretion allow more than three period of leave notices to be submitted in some circumstances. In practice, at least the first period of SPL will be identified in the initial notice of entitlement and intention to take SPL. Each notice must be given at least eight weeks before the start of a period of leave, stating

the dates of the leave and the dates on which ShPP will be claimed, if applicable.

Each notice can be for either a single period of leave or more than one period of leave, e.g. four weeks of shared parental leave, followed by a return to work for four weeks, followed by a further four weeks of shared parental leave.

A leave notice may be used to alter a period of leave that has already been submitted. Requests for a variation to a previously submitted request must be submitted giving at least eight weeks' notice before both the new and original start date. Only in certain circumstances will such a notice not count towards one of the three period of leave notices:

- It is made as a result of the child being born earlier or later than the expected week of childbirth
- *The Company* has requested the variation
- *The Company* has agreed to accept more than three period of leave notices.

#### 4.5.4 Confirmation of SPL and ShPP

If a continuous period of leave is requested, employees will be entitled to take the leave on the dates requested, this will be confirmed in writing by *The Company*.

If a discontinuous period of leave is requested in a period of leave notice, your manager will seek to accommodate the request but this cannot be guaranteed. Your manager may hold an informal meeting to discuss the request with you and to determine if it can be accommodated. If it cannot be accommodated, there may be an alternative pattern of leave which can be agreed, or the request may be refused. The manager's decision will be confirmed in writing no later than the 14th day after the leave request was submitted. Each request for discontinuous leave will be considered on a case-by-case basis. Agreement to one request will not set a precedent or create the right for another employee to be granted a similar pattern.

In considering any period of leave notices, *The Company* may at its discretion request a copy of the child's birth certificate/ adoption documentation and the name and address of the other parent's employer. If requested, the employee must produce this information within 14 days of the employer's request.

If no agreement is reached within two weeks of the period of leave notice being submitted you can:

- take the discontinuous periods of leave requested in one continuous block, beginning on the original start date
- take the continuous block starting on a new date, as long as the new date is later than the original start date, and you notify *The Company* of the new date within five days of the two week period referred to above
- withdraw the request at any time up to the 15th day after it was originally made. If the request is withdrawn in these circumstances it will not count as one of your three requests.

Where there is a suspicion that fraudulent information may have been provided, *The Company* may investigate the matter further in accordance with the usual company investigation and disciplinary procedures.

#### 4.5.5 Additional Information

##### Keeping In Touch

*The Company* may ask you to stay in touch with work during your Shared Parental Leave. This could be for training purposes, meetings or just to keep generally up to date with the business. You can work for up to 20 days without bringing your period of shared parental leave to an end. Any days worked do not extend your leave period. When you work you will receive your normal rate of pay inclusive of any shared parental pay. You are under no obligation to undertake any work during your shared parental leave period, and *The Company* is under no obligation to offer you any work. These 20 days are in addition to the 10 days available during maternity/ adoption leave.

##### Terms and Conditions of Employment

When on SPL you will be entitled to the same terms and conditions that would have been applied had you been at work, with the exception of pay. Your annual holiday entitlement will continue to accrue whilst on SPL, it is recommended that you and your

manager discuss arrangements for taking your holidays before your SPL starts.

### Returning to Work from Shared Parental Leave

If you wish to alter your return date from Shared Parental Leave, you must inform *The Company* giving at least eight weeks' notice before both the original end date and the new end date.

If you return to work immediately after a period of SPL which (together with any statutory maternity/adoption leave you may have taken to care for the same child) was 26 weeks or less, you will return to work in the same job that you left.

If you return to work from a period of SPL which (together with any maternity/ adoption leave you may have taken to care for the same child) was greater than 26 weeks, you will normally be entitled to return to the job in which you were employed before your absence. If that is not reasonably practicable for *The Company*, then you will return to another job which is both suitable and appropriate in the circumstances. In all circumstances you will return on terms and conditions no less favourable than would have applied had you not been on leave.

## 4.6 Adoptive Leave

The Adoption Policy complies with statutory requirements.

### 4.6.1 Eligibility and Notice Requirements

To qualify for Adoption Leave, employees must:

- Be newly matched with a child through an approved adoption agency. Employees are required to submit a "Matching Certificate", provided by the adoption agency
- Have 26 weeks continuous service with *The Company* before the beginning of the week when they are matched with a child (matching week). This criteria will be removed in Great Britain from 5th April 2015, but will continue to apply in Northern Ireland.
- Notify *The Company* of their intention to take Adoption Leave within seven days after the date on which notification of the match with the child is given by the adoption agency. The notice should include the date when the child is expected to be placed, as well as the intended adoption leave start date. This may be changed at a later date once 28 days notice is given

From 5 April 2015 this policy also applies to intended parents in surrogacy cases and to foster parents who are a child's intended adoptive parents.

If a couple adopts, adoption leave is only available to the parent who is considered the primary carer. The other partner may be entitled to paternity leave.

### 4.6.2 Adoption Leave

Eligible employees will be entitled to 52 weeks adoption leave, made up of 26 weeks' ordinary adoption leave and 26 weeks' additional adoption leave.

Adoption leave may commence from the date of the child's placement or from an agreed date up to two weeks before the expected date of placement.

## 4.6.3 Statutory Adoption Pay

Statutory Adoption Pay (SAP) is payable for up to 39 weeks provided the employee's average weekly earnings are not less than the lower earnings limit for NI contributions. SAP is paid at the current statutory rate or 90% of your average weekly earnings if this is less than the current statutory rate. From 5 April 2015 SAP will mirror Statutory Maternity Pay (SMP); the first 6 weeks will be paid at 90% of average weekly earnings, with the remaining 33 weeks being paid at the statutory rate or 90% of earnings if this is lower.

With the exception of pay, all terms and conditions of employment remain intact during adoption leave, including annual leave accrual.

## 4.6.4 Additional Information

### *Time off to Attend Adoption Meetings*

From 5 April 2015 primary adopters will be entitled to paid time off to attend five adoption meetings. The secondary adopter will be entitled to unpaid time off to attend two adoption meetings.

### *Keeping in Touch (KIT) Days*

Staff have the option to attend work for up to a maximum of 10 days during adoption leave. These are known as KIT Days and do not affect adoption leave entitlement. KIT Days allow you to attend work to undertake training or relevant work activities and are paid at your normal rate of pay. KIT Days are not compulsory and there is no obligation on either party to arrange or agree these.

### *Returning to Work*

The return to work date will be set as 52 weeks after the commencement of Adoption Leave. Should the employee wish to return to work before this, they must give *The Company* 8 weeks' notice in writing outlining the intended return to work date. If notice is not given, *The Company* may delay the return until 8 weeks' notice has been given, but not later than the end of the 52 weeks adoption leave period.

An employee is entitled to return to the same job on the same terms and conditions if they return to work either during or at the end of ordinary adoption leave. If the employee returns to work during or at the end of additional adoption leave, they are entitled to return to the same job or if this is not reasonably practical, to a similar suitable job under the same terms and conditions.

If an employee decides not to return to work after Adoption Leave, they must give notice of termination as detailed in their contract of employment.

## 4.7 Parental Leave

Parental leave provides for unpaid leave from work for parents to look after their children. Parental leave can be taken:

- Up until the child's 18 birthday
- In the case of adoption, for five years after the child is first placed, or until the child's 18th birthday if that comes sooner\*
- In the case of a child with a disability, up until the child's 18th birthday\*

All employees who have completed one year's continuous service on the date the parental leave is due to commence, are entitled to 18 weeks' unpaid parental leave for each child. Parental leave must be taken in blocks of a working week, unless the child is disabled. Employees cannot take off more than four weeks during a year, unless otherwise agreed with their employer.

An employee must give 21 days' written notice to *The Company* of their intention to take parental leave. Employees may be required to provide evidence of his or her entitlement to parental leave. Once notification of the intention to take parental leave has been made and agreed, a confirmation document will be prepared which will include:

- The date on which the leave will commence
- The duration of the leave
- The manner in which the leave will be taken
- The signatures of employer and employee

Management may decide to postpone the parental leave, for up to six months, if satisfied that granting the leave would have a substantial adverse effect on the operation of the business. *The Company* will confirm any postponement arrangements in writing to the employee no later than seven days after receipt of the employee's notice to take parental leave. This letter will state the reason

for postponement and set out the new dates of parental leave. Parental leave will not be postponed if the employee wishes to take it immediately after the time the child is born or is placed with the employee for adoption.

If the parent becomes ill while on parental leave and is unable to care for the child, the leave can be suspended for the duration of the illness. In order to suspend the parental leave, the employee must give written notice and relevant evidence of the illness to *The Company* as soon as is reasonably practicable. The parental leave may resume after the illness. During the illness the parent is treated as an employee who is sick.

There is no contractual or statutory entitlement to be paid for absences relating to parental leave. Taking parental leave does not affect other employment rights you have. During parental leave, your rights such as annual leave and public holiday entitlement are preserved and continue to accrue as if you were not absent from work.

At the end of parental leave, you will be entitled to return to the same job provided that the period of parental leave was for a period of four weeks or less. If the parental leave was for longer than four weeks and it is not possible to return to the same job, you will be provided with suitable alternative work on terms no less favourable.

Parental leave may be terminated if there are reasonable grounds to believe that it is being used for a purpose other than taking care of the child concerned.

## 4.8 Time off for Dependants

All employees are entitled to take reasonable time off to deal with an emergency or a sudden unforeseen problem involving a dependant.

A dependant is defined as the employee's partner, child or parent, or a person living with the employee as part of his/her family. It does not include tenants or boarders living in the family home, or someone who lives in the household as an employee. A dependant may also be someone who reasonably relies on the employee for assistance, including where the employee is the primary carer or is the only person who can help in an emergency.

Time off for dependants will be granted in the following situations:

- If a dependant falls ill, is injured in an accident or is assaulted
- When the employee's spouse or partner gives birth
- To make longer-term care arrangements for a dependant who is ill or injured
- To deal with the death of a dependant, for example making funeral arrangements
- To deal with an unexpected disruption or breakdown in care arrangements for a dependant, for example, when a childminder fails to turn-up
- To deal with an incident which involves the employee's child and which occurs unexpectedly in a period during which the child is attending school or an educational establishment

If the emergency occurs while the employee is at work, the employee must notify their line manager and seek permission to leave work.

If the emergency occurs outside the employee's working hours, the employee must speak to their line manager, or an alternative manager if their manager is unavailable, at their earliest convenience and as close to their normal start time as possible. In any event, this must be no later than two hours after the employee's normal start time. The employee should give details of the nature of the emergency, the reason for their absence and how long they expect to be absent from work.

*The Company* will allow a reasonable amount of unpaid time off to employees to deal with the problems outlined above. The amount of leave provided will be deemed sufficient to deal with the immediate crisis and arrange alternative care if necessary.

*The Company* reserves the right to ask the employee to provide evidence of the family emergency on their return to work. The employee is reminded that it is a disciplinary offence to knowingly provide false information or to dishonestly claim a right to time off to deal with a family emergency.

## 4.9 Compassionate Leave

Compassionate leave days are at the discretion of *The Company*. In all cases of personal tragedy, please inform management who will help arrange your absence from work.

## 4.10 Jury Duty

Should the employee be called for jury service, they must notify their line manager as soon as reasonably practicable, providing a copy of the court summons.

Leave for jury service will normally be approved. However *The Company* may ask for jury service to be delayed if it is felt that the employee's absence will have a serious effect on the business.

There is no automatic right to be paid for leave during jury service. Any payment of salary made during this period will be made at the sole discretion of *The Company* and will be subject to the deduction of any monies received from the court in respect of loss of earnings. The employee must therefore submit a claim to the court for loss of earnings.

Employees are required to contact their manager if they are not selected for jury service on any day to ascertain whether or not they should return to work.

## 4.11 Medical Appointments

Appointments with doctors, dentists and other medical practitioners should, as far as reasonably practicable, be made outside the employee's normal hours of work or with the minimum disruption to the working day (i.e. made at the beginning or end of the working day).

Time off work to attend medical appointments must be authorised by the employee's line manager in advance. In any event, unless there are exceptional circumstances, no more time than is reasonable should be taken off work for any one appointment. With the exception of antenatal appointments, the employee has no contractual or statutory right to be paid for absences relating to attendance at medical appointments. Any payment of salary during attendance at such appointments is made at the absolute discretion of *The Company*.

## 4.12 Flexible Working

### 4.12.1 Scope of Policy

*The Company* is committed to equality of opportunity in employment for staff and to developing work practices and policies that support all employees' needs.

In Great Britain all eligible employees have a statutory right to request flexible working, and to have the request seriously considered by *The Company*. This right will be extended to all eligible employees across Northern Ireland from 5th April 2015.

Individuals must have 26 weeks continuous employment with *The Company* before they can make an application for flexible working. Under the statutory right, employees may only make one application for flexible working in a 12 month period.

Depending on the employee's needs and the business requirements, flexible working can be in terms of working time, working location or the pattern of working. For example, home working, part-time working, job-sharing, or term-time working.

### 4.12.2 The Application Process

Applications should be submitted in writing to your line manager. The application must:

- be dated
- in Northern Ireland, state that the employee has responsibility as a parent/carer (this requirement will cease to apply from 5 April 2015)
- state that the application is being made under the statutory right for flexible working



- give details on the desired flexible working pattern and explain the date they would like it to start
- explain how the employee thinks the change might affect the business and how this could be dealt with
- state whether a previous application was made and when it was made

### 4.12.3 Handling Requests

**From 30 June 2014** (excluding Northern Ireland)

- *The Company* will schedule a meeting to discuss the application with the employee as soon as is reasonably possible. This discussion will generally be fact-to-face, but may be by phone or some other way if necessary
- If for any reason there is likely to be a delay in holding the meeting *The Company* will notify the employee
- Following the consideration process, a decision will be made as quickly as possible, but no longer than three months after *The Company* received the application for flexible working
- Only in exceptional circumstances and with agreement from the employee will this three month timeframe be extended

**In Northern Ireland and pre 30 June 2014 for Great Britain**

- *The Company* will schedule a meeting within 28 days of receiving the application to discuss the proposal
- A decision will be made and communicated to the employee within 14 days of the meeting

There is no automatic right for employees to be accompanied at meetings to discuss flexible working, however at management's discretion they may permit employees to be accompanied by a work colleague or a trade union representative.

### 4.12.4 The Decision

*The Company* will fully consider all requests, looking at the benefits for the employee and the business against adverse business impact.

- If *The Company* agrees to the request, it will be confirmed in writing along with a start date. A new contract will be issued. Any change agreed will be permanent.
- If *The Company* agrees to a compromise e.g. agreement to change for a trial period, it will be confirmed in writing. The duration of the trial period will be confirmed, as well as review points.
- If *The Company* does not approve the request they will explain the business ground for refusal in writing

*The Company* may refuse a request for flexible working on one or more of the below grounds:

- the burden of additional costs
- the detrimental effect on the ability to meet customer demands
- inability to re-organise work among existing staff
- inability to recruit additional staff
- detrimental impact on quality and/or performance
- insufficiency of work during periods the employee wishes to work
- planned structural change

#### Appealing a Decision

**From 30 June 2014**(excluding Northern Ireland)

Should an employee wish to appeal a decision they should do so as quickly as possible, ideally within 14 days of receiving the decision. A further meeting will be held to discuss the appeal, following which a final decision will be sent in writing to the employee. *The Company* will deal with all appeals in a timely manner and will issue the final decision within three months of first receiving the original request for flexible working, unless an extension has been agreed with the employee.

**In Northern Ireland and pre 30 June 2014 in Great Britain**

An employee can appeal a decision within 14 days of receiving the refusal. A further meeting will be held to discuss the appeal, following which a final decision will be sent to the employee within 14 days.

Each request for flexible working will be dealt with individually, taking into account all the likely effects the requested changes will have. Therefore, if *The Company* agrees to one employee's request, this does not set a precedent, or create a right for another employee to be granted the same, or a similar change to their work pattern.

## 4.13 Additional Benefits

*The Company* may from time to time introduce additional benefits, which depending on eligibility criteria, you may be entitled to participate in. Any such benefits will be discretionary and *The Company* reserves the right at all times to vary or discontinue any benefit plans.

## 4.14 Eye Tests

For all employees who spend a significant part of the day (i.e. more than 3 hours) in front of a screen, the Company recommends and will pay for an annual eye test. For further information please speak to the HR Manager.

## 4.15 Study Leave

*The Company* may provide study leave for approved relevant courses. This will be afforded at *The Company's* absolute discretion on a case by case basis.