



ABBHEY TOTAL CARE GROUP

EMPLOYEE HANDBOOK

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1. Introduction

Welcome to Abbey Total Care Group Ltd. We are extremely proud of our organisation and the team we have assembled to support it. Between us we meet important needs for those who use our services. Often these are the more vulnerable members of society. Where we can, we also try to offer choices to develop their opportunities and support their interests.

We have designed our employment policies and procedures to make sure everyone is treated fairly and consistently. We have developed them to make you aware what we expect of you and what we offer in return.

Our objective is to match our needs with your job satisfaction whenever possible. We want to motivate all employees to achieve our aims. We seek to provide the highest standards of quality and service in everything we do. We adopt a number of principles in preparing our employment policies to help us achieve this:-

- Provide pay and benefits that are fair and competitive for the job.
- Reflect a sensitivity to the attitudes and views of all our employees.
- Promote high standards of occupational health and safety.
- Fully promote and utilise knowledge, skills and experience to maximise the efficient and timely operation of our activities.
- Whenever possible, address future needs by offering development opportunities and advancement to employees with ability, ambition and integrity.

Each of us has an important part to play. And we are all reliant upon each other to generate a harmonious and efficient working environment.

This handbook sets out our policies and procedures. These help us pursue our commitment to develop and maximise potential and maintain lasting and mutually beneficial working relationships.

We sincerely hope that you enjoy a long and rewarding career with us. Please read this handbook carefully and let us know if you have any queries.



ABBHEY TOTAL CARE GROUP

Group Companies

Abbey Cheam Centre / Abbey Cheam Centre Ltd
Martlane Ltd t/a Forest Place Nursing Home
Moreland House Care Home Ltd t/a Moreland House
Parkside Nursing Home Ltd t/a Parkside Nursing Home
Planshore Ltd t/a Parkview Nursing Home
Ryedowns Ltd t/a Bridge House Care Centre
Woodlands Total Care Nursing Home Ltd t/a Woodlands Nursing Home
Abbey Care Complex Ltd t/a Abbey Care Complex
Abbey Ravenscroft Park Ltd t/a Ravenscroft Park Nursing Home
Design and Construct (London) Ltd
Bhakti Shyama Care Centre / Abbey Care Centre

And

Onetree Estates Ltd t/a Ashbrook Nursing Home an Associate Company of
Abbey Total Care Group Ltd

Brief History

Abbey Total Care Group Ltd is the parent company to eleven asset holding subsidiaries engaged in the care of the business. In addition it acts in the capacity of manager for a further company. All eleven companies abide by the same policies and procedures.

Eight of the companies operate mature Care Homes; two are the new homes for future development.

Abbey Total Care Group Ltd is a family owned and run company. The shareholders are:

Jayanti (Jay) M Patel 99%
Devyani Patel (wife) 1%

The company that is not a formal subsidiary is owned by Raj Patel (brother of Jay). The two sons of Jay and Devyani are now employed in the business following completing degrees in Construction. The group succession is therefore secure.

Abbey has been in the care business for 17 years. Jay qualified as a Civil Engineer in 1972 and after an initial period as a Project Manager with the likes of Bovis he commenced trading in his own right. Initially activity concentrated upon residential conversion and development but progressed to building for Housing Associations and then to the current focus of developing Care Homes for long term retention as trading operations. Jay was awarded MSC in Land Management Development in 2000.

Abbey has a sister operation, Design and Construct (London) Ltd, (D&C) which, as the name implies, acts as a design and build service company employing architect, draughtsman and project management personnel. Currently D&C largely undertake work for Abbey. All Abbey's maintenance work, development design, planning application and subsequent construction works are handled by D&C.

The property skills, allied to the case operator skills, provide Abbey with the unique advantage of being its own low cost developer.

Whilst we return to strategy below the group philosophy is to build sustainable income from high quality assets that demonstrate the potential for significant capital gain. The group is seen as a long term business for the future generations to build upon.

Strategy

The Directors pursue a policy of progressive development. With no outside shareholder pressures capital appreciation, rather than 'profit', is the key objective.

Our growth cycle follows the pattern of investing mature income in the carrying cost of the next development and then maturing that new income until, in turn that is reinvested in the next site. In an 'ideal world' we would hold down profit by maintaining a development pipeline that smoothly absorbed the progressively increasing income from the enlarging base of mature Care Homes.

The Strategic goal is to progressively increase the mature base to provide the increasing strength to carry a larger pipeline of development properties so that we have more planning applications running at different stages. In other words the greater the mature income Abbey has the greater the non income producing portfolio that it can hold.

Within the above general strategy there are of course variations Abbey will buy and operate small existing Homes if the plot and location have potential.

Our purchase strategy, therefore is generally to buy sites where we see the potential for planning gain either by change of use, to care, or increased density. Abbey Ravenscroft Park Nursing Home was purchased as a closed former Care Home which was being marketed for residential redevelopment – it had care consent and is a rare example of where we were able to buy an immediately developable property.

We also purchase suitable properties nearby or adjacent to our homes – these have two strategic purposes. In the immediate short term they can provide staff accommodation and provide a useful aid to recruitment whilst in the longer term they will feature in our development plans as either being merged into existing homes or converted to provide assisted living units that can be served from the nearby home.

Employment

As an employee of Abbey Total Care Group Ltd the company welcomes you.

2. Starting Employment

Confirmation of Employment

We make an offer of employment with brief details of your job, start date, pay etc following application and interview. We cannot incorporate everything about your terms and conditions in this offer. We therefore issue a principal statement of terms and conditions of service within eight weeks of starting employment. The principal statement plus the details in this handbook summarise your main terms and conditions of employment.

Criminal Convictions

Our duty of care to clients is paramount. We are equally committed to the fair treatment of employees and applicants for employment; including ex-offenders. If you have a criminal record this does not automatically prohibit you from working for us. However, we undertake risk assessments of all sensitive roles. This may include making a referral to the Disclosure and Barring Service in England and Wales. In Scotland and Northern Ireland, the equivalent agencies are Access Northern Ireland and Disclosure Scotland.

These bodies help employers make safer recruitment decisions. Their response can be an important indicator of suitability to occupy or retain a particular post. A disclosure can reveal convictions regarded as “spent” under the Rehabilitation of Offenders Act 1974. It may identify other information e.g. youth or military offences or a police caution.

We only make referrals where it is relevant and proportionate; for instance to fulfil a licensing obligation. We always operate in accordance with current DBS eligibility guidance and/or as required by law. Additionally, the Disclosure and Barring Service itself now routinely “filters” out certain convictions, cautions, reprimands and warnings. You must always reveal matters you know the DBS will not filter out. However, we will not seek to take account of matters that the DBS do filter out. DBS provide a customer services function to respond to queries you or we may have about such matters. Their email address is customerservices@dbs.gsi.gov.uk and telephone number is 0870 909 0811.

There are three levels of disclosure:-

Basic Disclosure - which is currently only available through Disclosure Scotland. This will reveal convictions unspent under the provisions of the Rehabilitation of Offenders Act 1974.

Standard Disclosure - which reveals details of spent and unspent convictions. It can also identify reprimands, cautions and final warnings.

Enhanced Disclosure - which supplements the standard disclosure to reveal if the applicant is on either of the statutory “barred” lists. It may also provide information from police records. However, a chief officer of a police force must consider such information specifically relevant to the application.

We may expect you to obtain or update a disclosure in connection with your role. We will tell you individually if this is the case. Disclosures are now issued only to the person who is the subject of the application. We expect you to forward a copy of the disclosure to us immediately upon its receipt.

Disclosures are now, potentially, portable. There is a nominal annual fee payable to the Disclosure and Barring Service for this service. Only you can enrol for it. If you subscribe, you can give approval for us to view your information.

You must disclose all relevant information about a criminal record or pending prosecution at the earliest opportunity. Failure to reveal information relevant to your position is against your interests. If we subsequently discover you withheld something you should have revealed, this may lead us to end your employment.

We retain the right to review your continued employment if a disclosure affects your ability to undertake your role. This applies, for instance, where your name is placed on a “barred” list. It also applies where a conviction would potentially bring our reputation into disrepute.

Job Description

We may issue a job description for your position from time to time. Its purpose is to set down current duties and responsibilities and provide a good understanding of your role. We may make adjustments from time to time to reflect changing needs within the organisation. We will consult you about any significant changes.

Misrepresentation

Your employment is subject to the factual accuracy of information you provide at recruitment. Such information may include:-

- Your right to work in the UK.
- Your qualifications.
- The content of your C.V. or references.
- Your status with the Disclosure and Barring Service or equivalent body.
- Your freedom to enter into an employment contract with us without breaching a prior undertaking to someone else.

If we discover you supplied false or misleading information to secure your employment, we will investigate this as a disciplinary matter. Potentially this is gross misconduct. Infringement may lead us to end your employment.

Before you start work, we routinely verify your entitlement to work in the UK. If documentation you provide identifies ‘limited leave to remain in the UK’ we will conduct appropriate checks with you periodically.

If your employment status changes or legal entitlement to work is revoked, you must tell us immediately. We may have no alternative but to end your employment.

We may verify information you supply to obtain employment at any time by consulting a third party or statutory agency.

Personnel File and Data Protection

We create a personnel file which contains relevant personal details (such as your application form, letter of engagement etc). We may add relevant documentation relating to you individually during the course of your employment.

We and/or our representatives retain this personal data in written or computerised form. It will be processed in a fair and lawful manner meeting statutory requirements. You have the right to access your file by giving reasonable notice. We may make a small administration charge to provide you with this service.

We require you to consent to the use of your personal data to facilitate your on-going employment. We, our representatives or appropriate third parties may need to use such information. We may need it to contact you, pay you or provide statutory benefits like maternity pay. We may need to make statutory deductions on your behalf such as tax and National Insurance. We may record details of training, the outcome of a grievance, disciplinary hearing or some other valid employment related matter.

Please pay particular attention to the risks of providing or transmitting confidential or sensitive information inappropriately. This is particularly important with electronic transmissions, which are notoriously insecure. Although widely used within business and public life, email may be inappropriate in certain circumstances. You must observe our internet, email and social networking policy in respect of such transmissions.

You must also be particularly careful in respect of your use of social networking sites. Making inappropriate remarks on such sites is a serious breach of our rules. This applies to all social networking sites e.g. Facebook, Twitter, LinkedIn etc. It applies to comments you make, for instance, about this organisation, other employees or those who utilise our services. It does not matter whether you are at work or you make the contribution in your own time. We regard any such breach as a potential act of gross misconduct.

You must not access the records of other employees, those who use our services, suppliers etc. without authority. If you do, this will be treated as gross misconduct and is also potentially a criminal offence.

This summarises important elements of the way in which we deal with data protection issues. However, it cannot be exhaustive. Please ensure you are clear about data protection, information you are allowed to gather, disclose, dispose of or retain. Consult a manager at the earliest opportunity if you are in any way unsure.

Probationary Employment

In accordance with standard business practice the first three months of your employment with us will be regarded as a probationary period, for managers this will be 6 months. During this period we shall review with you your on-going performance and suitability. Naturally we would hope to confirm your position as permanent, but it may be necessary to extend the probationary period with your knowledge, or where you prove to be unsuitable to terminate your employment within or at the conclusion of the probationary period.

3. During your Employment

Conduct At Work

During work times our organisational needs are paramount. You should make sure your efforts and energies are concentrated on achieving work objectives.

We expect you to conduct yourself in a reasonable manner towards any person with whom you come into contact on our behalf.

We expect you to observe reasonable instructions or requests issued by those authorised to act on our behalf.

Conduct Outside Working Hours

We have no wish to intrude upon your activities or interests outside work. However, we expect you not to engage in any activity outside working hours which:-

- Could result in adverse publicity to our organisation.
- May cause us to question your integrity.
- Prevents you from performing your duties/responsibilities to our satisfaction.
- Prevents us meeting our legal obligations.

Infringements may lead us to investigate further. Disciplinary action, including dismissal in the most serious circumstances, may follow.

Confidentiality

During your employment you will inevitably come across or use sensitive or confidential information/data. This may be about us or the people we deal with. It may relate to other employees, those who use our services, their family or supporters. It could be about our suppliers or those who provide us with professional services.

It is important to recognise this is privileged information. It must not be disclosed to **any** third party without specific authority. This also applies where we must respect an obligation of confidentiality to anyone else. It does not matter whether you are within or outside of working hours. You must also continue to respect this requirement after you have left our employment. This is both a legal and contractual obligation.

Confidential information/data includes but is not limited to:-

- Medical records or information.
- Records of employment, care, treatment or support.
- Sensitive correspondence between us and any statutory, professional or public body or agency.

- Sensitive information/data about or received from service users including health, care, family relationships or finances.
- Unpublished financial accounts or statistical data.
- Trading or operational procedures, methodology or analyses.
- Processes, plans, designs and products in development or subject to modification.

These provisions apply where you acquire the information/data through your employment with us and where it would not be publicly available other than by your disclosure.

You must not disclose, publish or misuse such information/data. You must not supply it to any unauthorised person or organisation. This applies irrespective of whether you are doing so for your own purpose or benefit or for any other reason.

Under normal circumstances, personal or sensitive information must never be disclosed by telephone. The only exception is where there is specific, recorded approval for this to take place. We may supply a code or password to be obtained/used before releasing such information.

If in any doubt about what information you can provide to a third party, seek advice from your line manager. In urgent circumstances, where they are unavailable, you must refer the issue to a more senior manager for decision. Except in dire circumstances, e.g. a medical emergency, you must not disclose such information without specific authority.

We view the inappropriate disclosure of such information/data as a serious disciplinary matter. It may, following investigation, lead to disciplinary action. The penalty can include dismissal where the inappropriate disclosure is particularly serious.

You must not remove or transmit any of our documents, material or data physically or electronically. You must not send/store our information/data onto your own or any external storage device or medium. We must specifically authorise any deviation from this policy in advance. We will only allow such deviations where you do so in the proper performance of your job or as required by law.

You must return to us when we request, and in any event when your employment ends, all our documents and equipment. This includes information belonging to us which you may have stored on portable or external electronic media locations. Where we request, you must delete, destroy, remove or erase confidential information contained in documents, electronic storage media/devices, disks etc. This applies to all material in your possession or under your control, irrespective of its location.

We expect you to take all appropriate action to maintain the security and sensitivity of confidential material. We also expect you to use your best efforts to prevent disclosure, publication or misuse of confidential material by others. Please report any suspected breach to us immediately.

Dress and Appearance

Your appearance, personal hygiene and what you wear at work are all very important. You must always project an acceptable, professional image which helps achieve our legitimate business aims. What is appropriate may vary according to the particular job. However, you must always be well groomed and wear neat, clean and tidy clothing appropriate to your role.

The Company will provide you with your uniform as appropriate to your role, which you are required to wear, in the prescribed manner, at all times whilst working. Your uniform is not to be worn outside the care home premises. You are responsible for maintaining and laundering your work wear. Items of company wear which are lost or damaged through carelessness or neglect will render the employee liable to the full, or part, cost of repair or replacement. The uniform remains the property of the Company therefore all staff uniforms must be returned to your Manager should you leave employment with us otherwise we will deduct the cost of the uniform from your final salary.

We recognise the diversity of culture and religion within our workforce. We are sensitive to the potential impact of culture and religion on dress and appearance. We will look sympathetically at varying or adapting our expectations appropriately. However, our priorities are principally measured by considerations such as health and safety, hygiene and professional reputation.

Uniforms Provided By The Company

Carers will be provided with Sky Blue Tunics

RGN will be provided with Navy Blue Tunics

House Keepers will be provided with Burgandy Polo Shirts

Activity Organisers will be provided with Lilac Tunics

Kitchen Assistants will be provided with a Black Skull Cap, White Jacket, Black Trousers

Kitchen Chefs will be provided with a Black and White Skull Cap, Black and White Trousers, White Jacket.

All Employees are required to wear **plain** Black or Navy Trousers. These will **not** be provided by the Company as part of your uniform unless stated in the paragraph above.

Flat Shoes should be worn at all times. These should be Black or Navy Blue. All Shoes should be closed at the front and back. Trainers should **not** be worn on duty.

The cost of the uniform will be deducted from any final salary payment if the employee leaves within one year of joining. The company will deduct 100% of the cost if employment ends within 6 months of the start date and 50% if employment ends between 6 months and one year.

Jewellery

Jewellery should be kept to a minimum as jewellery may not only harbour micro-organisms but may break and fall into food. Rings with large stones and bracelets should not be worn as these can cause damage to frail elderly residents during the provision of daily care. For Staff that wear earrings only studded earrings are allowed.

Infection Control and Safety generally are vitally important to us at Abbey Total Care Group therefore jewellery in piercings must not be worn. Piercings such as nose, lip and tongue are more likely to harbour Staphylococcus Aureus which could cause harm to the residents.

Financial Transactions With Residents - Instructions For Staff

Abbey Total Care has a responsibility to residents, their family and carers, and to staff to ensure that all financial transactions with residents are conducted not only with good intentions but also with total probity. There are legal requirements governing bank accounts, investments and social security benefits with which we must comply, and which may be breached inadvertently by an individual acting without complete information.

As a general principle individual members of staff should avoid financial transactions with or on behalf of residents. When helping residents with shopping, small purchases, etc. members of staff should obtain receipts and should avoid situations where they handle significant amounts of cash.

In addition, the Company has the following rules, any breach of which will be regarded as unacceptable behaviour:

- Staff must not hold money for residents, open bank or building society accounts in residents' names or on their behalf or hold investments for residents.
- Staff must not give investment advice to residents.
- Staff must not agree to act as Executor for the estate of a resident.
- Staff must not sell financial products to residents nor purchase goods or services for residents where they receive a commission or other benefit.
- Staff should not accept monetary gifts from residents.

The underlying need for ethical conduct, openness and honesty is more important than individual rules. Circumstances may arise where staff may be uncertain of their position or of the best way to handle a particular situation. In such cases staff should consult the Registered Manager or a Director of the Company before proceeding.

Inventions/Discoveries/Copyright/Intellectual Property

Under the terms of current legislation, an invention or discovery made by you will become our property if it was made:-

- in the course of your normal duties or in the course of duties specifically assigned to you.

Communications Or Statements To The Media

Only a Director is authorised to make any communication or statement to the media in matters relating to the business.

Friends and Relatives Contact

Please ask friends and relatives not to visit you at work except in the case of emergency.

Fundraising/Collections

You must seek prior permission before you make any collection or undertake fundraising on our premises.

Gambling/Betting

All unauthorised forms of gambling/betting are forbidden on our premises, whether during or outside of working hours.

General Attendance (Absence/Timekeeping)

Please arrive ready to start work at your official starting time. You *must* observe any time recording procedures relating to your job. Lateness and absence will be recorded. Unacceptable levels of timekeeping and attendance will result in disciplinary action.

If you need to leave work during the working day you must obtain permission from your line manager.

Gifts and Hospitality

The Bribery Act 2010 makes it an offence to offer, promise or give a bribe. It is also an offence to request, agree to receive or accept a bribe.

A bribe is “a financial or other advantage offered or requested with the intention of inducing or rewarding improper performance of a relevant function or activity”. It also applies where you “know or believe that acceptance would constitute improper performance of a function or activity”.

It is our policy to conduct our business in an open, honest and transparent way. We do not condone the use of corrupt practices or acts of bribery to obtain an unfair advantage. We adhere to the highest ethical standards and this is reflected in every aspect of the way in which we operate.

You must be alert to attempts to influence you inappropriately or to engage in/facilitate bribery. This is especially relevant to those procuring goods or services or dealing with third parties on our behalf. For instance, you may be offered excessive hospitality or gifts to facilitate business dealings. You must not accept any inducement designed to influence you inappropriately in the performance of your job.

Do not accept gifts from customers, suppliers, any other person or organisation with whom we do (or might develop) business. This avoids any misunderstandings or allegations of impropriety. It is important you do not act inconsistently with our standards or, however inadvertently, impugn our integrity. Accepting a gift which influences or seems to influence your actions or decisions on our behalf may do this.

You must not accept money, gifts or other rewards from clients, suppliers etc contrary to our normal practices. Do not accept inappropriate levels of hospitality. Accepting lunch may be acceptable. Accepting a free holiday will not. If unsure, check first with your line manager.

You may accept small, genuine tokens of appreciation or gratitude which are commensurate with common practice in our organisation. They must be proportionate and reasonable and you must declare them to your line manager. You must not treat the person/organisation that provides such gift more favourably than other clients/suppliers, etc. If unsure, check first with your line manager.

Where you are unsure, or feel refusal of a gift or hospitality might cause difficulty, consult your line manager first.

This policy does not apply to promotional items such as stationery or pens with a logo or company name. This is always provided the items have no significant value.

We are committed to this policy and take a "zero tolerance" approach to any act of bribery or corruption by a member of staff. We view breaches as serious misconduct which, following investigation, may lead to disciplinary action. The penalty may include summary dismissal where we believe gross misconduct has taken place.

We will review this policy from time to time in the light of experience.

Housekeeping

Please make sure your individual work area is always neat and tidy. Kitchens, utensils, vending areas, rest room facilities etc should be left clean and tidy at all times.

Job Flexibility

We expect you to adopt a flexible approach to your work pattern. It is an essential condition of your employment that you are prepared, whenever necessary, to transfer to alternative duties within the home. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. We are dependent on this flexibility to adapt to the changing nature and volume of work. This helps to protect the future of the organisation and your employment.

Hygiene In Kitchen

All hygiene rules with regard to preparation and handling of food must be adhered to. Temperatures when dealing with food must be checked, whether in storage or preparation.

Kitchen Rules

All floors are to be kept spotlessly clean and any spillage must be cleaned up immediately. At the end of each day the kitchen and its equipment must be thoroughly cleaned. Any deliveries of stock must be received in line with the company procedures.

Lost Property

Please report any item of lost property to management immediately. Similarly, please hand any item you find to your line manager. We will then attempt to locate the owner.

Media and Public Statements

You must not make public statements or communicate with the media about any matter relating to our organisation.

You must obtain permission before agreeing to give any lecture, media interview or to publish any article or comments. You must not supply information without approval (whether in writing or electronically) which in any way impacts upon our organisation.

This extends to comments you make or images you upload to blogs and social networking sites like Facebook, You Tube or Twitter.

Mobility

Your principal statement of terms and conditions of service indicates your normal place of work. It is a condition of your employment that, given reasonable notice, you transfer anywhere else we operate. This will be within reasonable travelling distance and may be temporarily or permanently. This mobility is essential to our efficient operation. We will consult you before any such transfer.

Notice Boards

We provide notice boards to inform you of various aspects of our activities. You may seek permission to post non contentious items of interest on these boards.

Outside Interests

Normally we will not object to other employment, activities or interests as long as you request permission. You must not undertake other employment without approval. You must not engage in other activity, paid or unpaid, which interferes with performing your role. If we give you permission, you must notify us of all the hours you work. We need this to make sure there is no infringement of Working Time Regulations.

We do not allow employment that directly competes or conflicts with our interests. Anything you propose to do which may adversely reflect on our organisation will not be approved. We reserve the right to withhold consent at our absolute discretion. We make clear at engagement if it is a condition that you do not work for any other organisation.

You must not undertake work for others during your working hours and/or use our facilities or materials. You must always obtain specific approval in advance and this will only be agreed in exceptional circumstances. We regard infringements as a serious breach of our rules which can, following investigation, lead to your dismissal.

Normally, you must not undertake private work for people who currently use our services. A client may not be able to differentiate between your role as our employee and services you offer privately. Such work may also compromise employee liability and professional negligence insurance provisions. We will consider voluntary activities sympathetically. For

instance, we may support group activities or social events which you propose. We expect you to discuss and agree any proposal in advance. It is a prerequisite that any such activity is “not for profit” in nature.

Parking

If you leave a private vehicle on or around our premises you do so at your own risk. We accept no liability for any loss or damage caused.

Performance Review

We monitor performance on an on-going basis. In this way minor issues can be identified quickly and rectified promptly by retraining or informal counselling. Our managers take a positive approach to problem solving and efficiency improvements.

We will formally review your performance if informal mechanisms are unsuccessful and volume or quality of work remains unacceptable. This may be by reference to your targets or include general comparison with other employees. Review may lead to referral to our capability or disciplinary procedure as appropriate. We will always consider whether training, mentoring or other support mechanisms may assist you.

Personal Details

Please inform us of changes in your personal circumstances e.g. new address, telephone number, next of kin. It is important such information is up to date so we can make contact should it be necessary. This may include contact outside of normal working hours.

Personal Mobiles

If you bring your personal mobile into work you should ensure that it is kept switched off and left in lockers (where provided) during working hours and only used during authorised work breaks. Mobile phones should not be on your person whilst working due to the nature of the caring work.

Personal Property

Please do not bring valuable personal items to work. Do not leave anything unattended or overnight on our premises. We cannot accept liability for loss or damage to personal property you bring onto our premises.

Personal Hygiene for Employee's

The impression our clients have of us depends largely on your personal appearance. Therefore, take proper care of your uniform and indeed of yourself. Ensure that you always keep yourself clean with particular attention being paid to washing and grooming of your hair, hands and nails. We ask that all staff take note of the following points:

- All staff must ensure that they present themselves for work in a clean and hygienic manner.
- All kitchen staff must wear the provided protective clothing (uniforms) at all times while handling food items.

- Protective clothing (kitchen staff) is not to be worn outside the premises.
- Outdoor clothing is stored in the facilities provided and not in or near any food or beverage preparation area.
- That fingernails are to be kept short, clean and with no nail varnish.
- Do not cough or sneeze over food.
- All wounds are covered with detectable, waterproof dressings.
- No smoking is permitted in any food or beverage preparation or service area.
- This restriction includes the use of electronic “cigarettes”.
- All staff must wash their hands before work, regularly throughout the day and whenever their hands are contaminated.
- Long hair must be tied back off the face with a black hair band.
- All symptoms of diarrhoea, vomiting and contact with persons suffering from food borne illnesses are reported to Management.
- Tattoos should not be visible and covered at all times when serving customers.
- Bare feet and/or open toed sandals should not be worn when serving and dealing with customers.
- No extreme hair colourings, face or body studs to be worn whilst working.

Private Mail

Please do not post your private mail at our expense without specific permission. We will open all mail we receive including mail specifically addressed to you. You must secure authorisation in advance in order to have private mail sent “care of” our organisation.

Random Checks

We reserve the right to conduct random checks on you or your property while you are on our premises or engaged on our activities. Where such random checks are conducted, we take care to ensure a work colleague accompanies you. We may ask you to remove the contents of pockets, bags, parcels, vehicles etc. This does not imply we have suspicions about you. Such checks are random.

You may refuse to co-operate with a random check. However, we may consider this a breach of contract on your part. We also reserve the right to involve the police at any stage.

Selling and/or Buying Goods

You must not buy and/or sell goods of any kind on our premises without authority. This applies during and outside of working hours; whether on your own behalf or for others.

Stock/Property

You must not remove our property from our premises without approval. It must only be used for the work purpose intended.

You must report damage or loss of our property, goods or equipment to your manager immediately. This includes, but is not limited to, cash, stock, fixtures and fittings, samples, personal computers, telephone equipment and vehicles.

We will investigate whether your carelessness, negligence, not following procedures or other wilful act caused the loss or damage. We may take disciplinary action if we believe it did.

You may also be liable to pay our reasonable costs to make good our losses for such items. This includes costs incurred for hire equipment or where we have to reimburse a third party. We may claim against our insurers for repair or replacement or other losses incurred. You may be required to pay any insurance excess that accrues.

We advise you in advance, in writing, of the amount we will recover from pay or other monies owing.

Telephones - Business Use Only

Our telephones are for business use only; prior permission must be obtained before making personal calls. We will only consider permission if the call is of an urgent/essential nature. Please tell your family and friends that incoming calls are restricted to urgent/essential matters only.

Mobile telephones that we issue should only be used in the performance of your duties for business purposes. They should not be used for personal calls or sending personal text messages/email. You are liable for the cost of personal calls/messages/email and may also face disciplinary action.

Work Related Activities

If you attend work-related activities outside working hours please conduct yourself in an appropriate, mature and responsible manner. These include our or our clients' social events. Do not do anything that may harm this organisation or bring it into disrepute. Examples of unacceptable behaviour include:-

- drunkenness
- the use of illegal drugs
- unwelcome familiarity or harassment
- violence or threats of violence
- serious verbal abuse

Infringements are subject to disciplinary investigation and action. We may consider such behaviour to amount to gross misconduct.

4. Equal Opportunities, Diversity And Human Rights

We promote a working environment in which diversity is recognised, valued and encouraged. We acknowledge the multi-cultural and diverse nature of the UK workforce and society in general. We are committed to principles of fairness and mutual respect where everyone accepts the concept of individual responsibility. It is therefore your responsibility to make sure you observe and adhere to this policy at all times. We view any breach seriously. We **will** investigate and potentially take disciplinary action. This may include dismissal in instances we consider gross misconduct.

We recognise that discrimination in the workplace in any form is unacceptable and in most cases unlawful. Our policy seeks to ensure job applicants and employees are treated fairly and without favour or prejudice. We are committed to applying this throughout all areas of employment. This includes recruitment and selection, training and development, benefits, rewards and promotion, dealing with grievances and disciplinary issues.

Our policy complies with current legislation. We review it regularly and will update it if the law changes. However, we recognise that equality of opportunity is best achieved by day to day commitment throughout the organisation. We offer support and training where necessary to achieve and maintain this.

Recruitment

The selection methods we use for recruitment are related to the requirements of the job.

- We do not seek irrelevant qualifications, experience or skills. Applicants for employment are short-listed/selected solely on the basis of their assessed capability for the role.
- We consider support and reasonable adjustments where potential employees may need such to assist them to carry out the role for which they are applying.
- We ensure that there is an adequate complement of staff with the right competencies, knowledge, qualifications, skills and experience to meet the needs of those who use our services.

Protected Characteristics

No job applicant, employee or anyone we deal with receives less favourable treatment because of their protected characteristics. The protected characteristics are:-

- Age
- Disability
- Gender Reassignment
- Marriage and Civil Partnership
- Pregnancy and Maternity
- Race (including colour, nationality, ethnic or national origin)
- Religion or Belief
- Sex
- Sexual Orientation

The Impact of Human Rights, Equalities and Diversity

We encourage a working atmosphere in which human rights considerations are carefully measured. These include:-

- Respect for private and family life.
- Freedom of thought, conscience and religion.
- Freedom of expression.
- Freedom of assembly and association.
- The prohibition of discrimination.

We strive to balance such considerations sensitively when determining operational arrangements. The following are important indicators of our treatment of equality, diversity and human rights issues:-

- We ensure on induction that you are aware and understand equalities, diversity and human rights considerations implicit in your role.
- We expect you to ensure that this informs your treatment of other staff and those who use our services.
- We recognise that employees thrive when valued as individuals. We encourage all employees to bring forward different experiences and viewpoints appropriate to their work.
- Our management team provide leadership in equality, diversity and human rights issues. We offer support to staff facing challenges and ensure services are subject to a process of continuous review and improvement.
- We prescribe how to challenge inappropriate activity in the workplace and identify what to do if you discover infringements.
- We ensure our premises, equipment and working practices support a safe environment for staff and those who use our services.
- We assess risks to minimise the possibility of violence, harassment or bullying. We set out clear procedures to follow in the event of problems. We monitor and review their suitability as a matter of course and always in the event of an incident or “near miss”.
- We operate a structured process of appraisal and development. We seek to ensure that the contributions staff make at work are positive and effective. We also ensure they meet statutory expectations. We aim to maximise potential and help overcome individual difficulties.

Your Responsibilities

Each and every one of us is a stakeholder in the success of this policy. We expect you to make a positive contribution towards maintaining an environment of equal opportunity throughout the organisation. Please make sure you observe this policy at all times. In particular, you have individual responsibility to adopt the following:-

- Do not take unlawful discriminatory actions or decisions contrary to the spirit of this policy.
- Do not discriminate against, harass, abuse or intimidate anyone on account of their protected characteristics.
- Do not place pressure on any other employee to act in a discriminatory manner.
- Resist pressure to discriminate placed on you by others and report such approaches to an appropriate manager.
- Co-operate when we investigate, including providing evidence of conduct which may amount to discrimination.
- Co-operate with any measures introduced to develop or monitor equality and diversity.

Discrimination is not just treating one person less favourably than another. It can take place because:-

- Someone *associates* with a person with a protected characteristic.
- Someone is *believed to possess* a protected characteristic (even though they don't).
- Something *particularly disadvantages* people who share a protected characteristic more than others.

We expect you to treat, and be treated by, other employees and the people we deal with considerately and with respect.

Where You Encounter Discrimination

If you feel subject to discrimination, make clear to the individual concerned that you find it unacceptable. Person-to-person discussion at an early stage may be enough to resolve it without involving anyone else. Alternately, seek the help of a trusted colleague and ask them to approach whoever has caused you offence.

If discrimination continues, or you consider an instance to be particularly serious, please implement the grievance procedure. We assure you that grievances will be dealt with promptly and in a discrete and caring manner.

Should you feel an individual grievance is not appropriate to the situation, you may consider using our confidential reporting procedure

5. Non Harassment Policy

Our Policy

We support your right and opportunity to seek, obtain and hold employment without discrimination and with respect for your dignity.

Harassment in the workplace is a discriminatory act which in any form is unacceptable and in most cases unlawful. We are committed to providing a working environment which is harmonious and acceptable to all. We extend this principle to the people our organisation deals with.

What Is Harassment?

Harassment is “unwanted conduct related to a relevant protected characteristic, which violates an individual’s dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment for that individual”.

Harassment is not only unacceptable language or behaviour which causes the *recipient* to be embarrassed, offended or threatened. Someone may complain about particular behaviour that they find offensive even though it was not directed at them. Neither does the person complaining need to possess the protected characteristic. It may also be behaviour directed at someone who *associates* with a person who has a protected characteristic or because they are *believed to possess* a protected characteristic (even if they don’t).

Your Responsibilities

It is your duty to treat people with respect; appreciating their feelings and considering their well-being in what you say or do. What may be acceptable to one person may upset and/or intimidate another. Harassment takes many forms and can range from relatively mild banter to actual physical violence. It can be delivered in many ways and this policy applies to all forms of communication including text messages, email and comments posted on social networking sites.

Some Examples

The following are examples of behaviour which we consider constitutes harassment:-

- Coarse or insensitive jokes and pranks.
- Coarse or insensitive comments about appearance or character.
- Display or distribution of offensive material whether written or pictorial.
- Deliberate exclusion or isolation from conversation or activities.
- Unwelcome familiarity or body contact.
- Abusive, insulting, or threatening language.

- Demands or threats to intimidate or obtain favours.
- Threatened or actual violence.

This is not intended as an exhaustive list.

We will investigate all allegations of such behaviour. Offenders are liable to disciplinary action and, in serious cases, dismissal.

Where You Encounter Harassment

If you feel you are being harassed, the first step is to make clear you want it to stop. Tell the person harassing you that you find such behaviour unacceptable. Person-to-person discussion at an early stage is often enough to stop harassment. Alternately, you could seek the help of a trusted colleague and ask them to approach the person causing offence on your behalf.

If the behaviour continues, or you consider an instance to be particularly serious, please implement the grievance procedure. We assure you that grievances will be dealt with promptly and in a discrete and caring manner.

Where you make or support a complaint in good faith, you will not be victimised for doing so whatever transpires.

We are unable, however, to protect anyone who **maliciously** makes or supports an untrue complaint. We investigate such occurrences utilising our disciplinary procedure.

6. Training and Development

Career Appraisal

We operate structured career appraisal. This is a two way process. It provides an opportunity for you to express your ambitions and identify future plans. You can tell us about obstacles you feel may slow your development. It is an opportunity for us to highlight your successes and areas of strength. We can also identify areas for improvement or development. We will then plan jointly to maximise your achievements on our behalf.

A prime element of our appraisal system is the preparation of an agreed action plan. We try to measure where your contribution will be most effective. We seek ways to overcome any difficulties and maximise your potential by providing appropriate support or training.

The action plan also provides a benchmark for the future so that achievement, improvement and development can all be measured. This helps maintain your career on the right path and maximises your contribution to our organisation. It also enables more effective succession planning by enabling us to take account of your future plans and aspirations.

Development Training

We expect you to participate in appropriate training, professional development and refresher activity from time to time. We will discuss and agree your participation in internal and external training activities in advance. We will meet agreed costs incurred in such training.

We also encourage you to undertake training appropriate to your development. We will consider this on the basis of mutual benefit. In particular we examine the relevance to your role, development and our organisational needs. We cannot afford to fund every request we receive. Where we do support a development opportunity, we may require you to sign and observe a "Training Agreement." This is to protect our investment in your future. It covers, for instance, extra costs we incur in facilitating your training opportunity.

Once employed for at least 26 weeks, you may formally request time off for training. This applies where it would lead to a formal qualification or develop skills relevant to our organisation or your role. We will only consider one such request in any rolling twelve-month period. We consider such requests seriously but have no legal obligation to meet training costs, salary or wages for training during working hours. We can also decline the request where we do not believe the training will improve our business performance.

Induction Training

You will be taken on a tour of the premises when you start work. This is to familiarise you with the layout and facilities and introduce you to your colleagues. We will help and encourage you to get to know those who use our services.

We will train you as appropriate in aspects of your role. This will help you to keep to our methods/practices, make sure you work safely and achieve required standards.

We also provide a programme of induction training in the early stages of employment. We expect you to complete this satisfactorily.

Performance Review

We monitor performance on an on-going basis in the belief that minor issues can be identified at an early stage and rectified by retraining or informal counselling. In this way we feel we can create a positive approach to problem solving and improve efficiency.

However if the volume or quality of your work is deemed to be unacceptable in relation to agreed targets, or by general comparison with other employees, this will be the subject of further investigation. An investigation may lead to referral to the capability or disciplinary process but we will also consider whether training or other forms of assistance may assist.

Compulsory Training

All employees are required to attend mandatory training as part of their role in order to continue your professional development, or to meet the needs of the business. Such training may fall on a day when you are on shift however it may well fall on a day that you are off. It is a condition of your employment with organisation that you participate in such training.

7. Hours of Work, Pay and Other Benefits

Business Expenses

We will reimburse you for authorised and legitimate expenditure you reasonably incur. This only applies during the proper performance of your duties e.g. travel, accommodation and other agreed out-of-pocket expenses. You must get approval in advance, fill in an expenses claim form and submit valid VAT receipts as appropriate.

You must submit expenses claims promptly. Normally you should do this as soon as the relevant claim period ends. If you fail to submit claims promptly without a valid reason, this may result in non-reimbursement. If you feel you cannot comply with our normal time-frame, please advise your line manager immediately. We will supply you with any specific rules/procedures for claiming expenses separately.

Deductions from Salary/Wages

We can require you to repay to us, by deduction from pay or any other method acceptable to us:-

- Reasonable losses sustained in relation to our property or monies; that of any other employee, our clients, customers or visitors. This applies when due to your carelessness, negligence, recklessness, breach of procedures/rules or dishonesty/commission of an unlawful act.
- Insurance excesses imposed by our insurers as a direct result of your act or omission or a penalty imposed upon you. An example of this would be the impact of penalty points for your motoring offence(s).
- Any damages, expenses or other monies reasonably payable by us to a third party for your act or omission.
- Remuneration, expenses or other payments made in error or by your inappropriate claim/misrepresentation.
- Holiday pay already paid which exceeds your accrued holiday entitlement at the date of leaving our employment.
- The reasonable cost of replacing equipment and/or property entrusted to you during employment. This applies if you fail to maintain it properly or do not return it before leaving our employment.
- An amount equal to our reasonable loss or the extra cost of covering your duties should you fail to work your full contractual notice. This applies when you leave our employment early without our agreement.
- Fines or fixed penalty notices for parking, congestion charges etc you incur while driving our vehicles.

- Attachment of earnings orders and any other statutory deductions orders issued to us.
- Costs resulting from any training agreement you have signed, should you leave our employment before it expires.
- Any other sums you owe including, but not limited to, outstanding loans, advances and relocation expenses.

Deduction Procedure

We will tell you in advance in writing about amounts we intend to recover from monies owing to you.

Any deduction is without prejudice to our supplementary right to investigate and take disciplinary action. We may also pursue civil recovery as appropriate in the individual circumstances we encounter.

Overtime Payments

Your principal statement of terms and conditions of service identifies whether you qualify for overtime/paid time in lieu. Where overtime rates apply, this is only when you work the equivalent of a full-time working week first.

P11D

We may have to fill in form P11D to declare to HMRC any taxable benefits you receive. We issue form P11D as a legal provision. We cannot provide duplicate copies. Please make sure you keep this document in a safe place.

Pension Provisions

Statutory pension provisions are currently changing. Legislation requires us to enrol eligible jobholders into an auto-enrolment workplace pension scheme. Automatic enrolment schemes feature three elements that comprise your "pension pot". These are your own contributions, our contributions and the government's contributions (by way of tax relief). We will write to you personally before automatically enrolling you into a workplace pension scheme.

Our letter will explain what is happening; your options and what you need to do. We undertake not to enrol you into any scheme before providing you with its essential terms. Such terms will include:-

- Details of the scheme and who runs it.
- If and when you will be enrolled into it.
- The amount you will pay under the scheme by way of deduction from your salary/wages.
- Details of your right to opt out of membership.

Salaries/Wages

Your principal statement of terms and conditions of service indicates your rate of pay. It identifies whether or not you are entitled to overtime pay and/or paid time in lieu for extra hours worked. It sets out the frequency and method by which we pay you. Regular pay statements indicate your pay and any deductions we have made e.g. P.A.Y.E. and National Insurance.

Please raise any problems with your pay immediately e.g. under-payment, overpayment or incorrect deductions. Where we overpay you, this is normally recovered in full from your next pay. We will give you advance warning of any such deduction. We will discuss any individual hardship with you. We may agree that significant sums are repaid over a longer period.

Tax Year Details

The tax year changes in the first week of April each year. Following the end of the tax year we will issue you with form P60. This indicates your total pay and relevant deductions made for National Insurance and income tax. Form P60 is issued as a legal provision. You must carefully retain the copy we supply. Please make sure you keep this document in a safe place.

Working Extra Hours

We may occasionally require you to work extra hours over and above normal weekly hours. This is only when we authorise such work and it is required by business need. We will give as much notice as is reasonably practicable on such occasions.

8. Annual, Bank and Public Holidays

Annual Holiday Entitlement

Your principal statement of terms and conditions of service specifies your annual holiday entitlement.

We base your holiday entitlement around your "working week." A "working week" may vary from employee to employee. We describe your "working week" in your principal statement of terms and conditions of service. Part-time staff receive an entitlement which is strictly pro-rata to full-time staff.

Calculation of Entitlement

We normally calculate your holiday entitlement as a set number of working days or hours. We set this figure out in your principal statement. Special arrangements may apply if you work for us irregularly.

Where you start or leave our employment during the leave year, we calculate your holidays on a pro rata basis.

Carrying Forward Annual Leave

We believe that it is mutually beneficial and leads to a better work-life balance for you to take all your annual holiday entitlement in the current leave year.

You must normally use all your holiday entitlement during the current holiday year. If you don't, you forfeit what is left.

Holiday Pay

We calculate holiday pay using normal contractual hours at your basic rate of pay. Please see your principal statement of terms and conditions of service for further detail.

If you do not work fixed or regular hours/days of work, we base holiday pay on an average. We calculate this by reference to basic pay during the last twelve weeks you worked before your holiday.

Holiday Requests

We are as accommodating as possible when granting time off for holidays. We reserve the right to vary requests to meet the needs of the organisation and maintain adequate staffing levels. You may not normally change your holiday dates once confirmed.

You must use our holiday request procedure to make holiday requests. Please make sure you submit requests in good time. You must not book holidays without receiving prior authorisation. If you take holidays without authorisation, you will be subject to disciplinary action.

Should you disregard our procedures, we will not be liable for any financial loss you incur. This may include forfeit of your deposit, reservation penalties etc.

In order to plan our holiday rota as effectively as possible, we require you to give at least two months' notice of your wish to take holidays of a week or more and one month's notice of up to three days holiday.

Furthermore, it is important that holiday booking is managed carefully so that it doesn't get to the end of the leave year and everyone still has lots of annual leave left – a manager can not then authorise everyone's holiday due to needing adequate staffing levels. The company stipulates where possible that employees have used the holiday that has been accrued in the first six months of the leave year (April to September) by September, i.e.: 14 days. This way there should be a fairer distribution of annual leave and it is less likely that annual leave will be turned down.

Any employees who have individual concerns with this should discuss with their manager.

You will not normally be permitted to take annual holidays in excess of 10 consecutive working days. Exceptions may be made for "once in a lifetime opportunities", however, consideration will be given first to the needs of the business and staffing levels.

In the event of a shortage of work situation arising, as an initial solution we may require you to take some, or all, of your unused accrued holiday entitlement, which has not previously been confirmed as agreed and booked.

Holiday Year

Please consult your principal statement of terms and conditions for details of our holiday year.

Our practice is to apportion your annual holiday entitlement to be taken in the following way:- One half of your holiday entitlement should be taken within the first six months of the holiday year.

Leaving During the Holiday Year

If your employment ends, we may require you to take any accrued untaken holidays before you leave. We pay any outstanding balance with your final pay if you cannot use up all holidays due.

If holidays taken exceed those due when your employment ends, we deduct an equivalent sum from final pay. We will notify you of the detail in writing in advance.

Payment in Lieu

By law, we may only consider payment in lieu of untaken holidays when you leave our employment.

Public/Bank Holidays

New Years Day
Good Friday

Last Monday in May
Last Monday in August

Easter Monday
First Monday in May

Christmas Day
Boxing Day

Public/Bank Holidays are considered normal working days as we are a 365 day a year business. You may be required to work on some of these days in accordance with the Staff Duty Rota (see below).

Payment On Public/Bank Holidays

- It is a condition of employment that employees work on a Bank/Public holiday if required to do so by the Staff Rota.
- Any Employee who works on a Bank/Public Holiday will be paid at normal basic rate of pay, with the exception as below.
- A rate of time and a half will be paid when hours are worked on Christmas Day and Boxing Day, taken to mean from midnight on 24th December to midnight on 26th December.

If you are scheduled to work on one or more, of the above days and fail to attend for work, due to sickness/injury, the absence will be treated in accordance with our Sickness/Injury Absence Procedures.

Management Staff

Your Principal Statement of Terms and Conditions of Service document specifies your payment for Bank/Public holidays.

Sickness During Authorised Holidays

Should you fall ill during a period of approved annual leave, you may convert such days to sick leave. A corresponding period of annual leave may be taken at a later date. You must agree such later period in the normal way. You must notify us of your illness as soon as possible.

This provision also applies to public/bank holidays.

You should notify us personally or, otherwise, via a relative, friend or neighbour. Please do this by telephone at the earliest opportunity.

If you cannot return to work when originally due back from holiday, you must keep us notified of progress. You must also provide consecutive medical certificates to cover the total period (in English).

This facility only applies to sickness during the statutory period of annual holidays (the first 5.6 working weeks).

Statutory Sick Pay - If you convert a period of approved annual leave to sick leave the statutory sickness scheme may apply. We may also need to recover overpayment of salary/wages and substitute SSP. We will also require a medical certificate in English, irrespective of the duration of the sickness.

9. Health and Safety

Alcohol and Drugs

We require you to attend work in a fit and appropriate state. Impairment from the effects of drugs or other substances (whether illegal or supplied on prescription) or alcohol is unacceptable. If you are unfit for work due to drugs or alcohol consumption this is a serious disciplinary matter. Where we believe there is an infringement, disciplinary action will be taken. This can include summary dismissal in serious cases.

We may take disciplinary action, for instance:-

- After an accident or incident where we believe drug use or consuming alcohol contravened our rules.
- Where we believe you reported for work under the influence of drugs or alcohol.
- Where your behaviour puts health or safety at risk or causes injury or damage. For example, you have an accident when driving a vehicle under the influence of alcohol.
- Where your misuse has unacceptably compromised our interests.

Drug and Alcohol Dependency

We believe that use of alcohol and/or drugs should not affect work performance. However we are also mindful of your health and welfare. We regard an individual's dependency on either alcohol or drugs as an illness. We will allow the same opportunity for treatment as for other illnesses. We will assist anyone to assess their problem and obtain confidential counselling.

If you are concerned you have a dependence on alcohol or drugs, please seek help and advice from your G.P. We may also require you to attend an occupational health advisor if we believe you are dependent. An occupational health advisor may provide advice about rehabilitation and fulfilling your employment responsibilities.

We will discuss with you any perceived problems where dependency on alcohol/drugs has come to our attention. We also recommend that you seek appropriate medical support.

We regard anyone seeking help as having a health problem. We will cooperate with you to obtain appropriate help and treatment. Accepting treatment for alcohol or drug dependency is not, in itself, detrimental to your general conditions of service.

We treat reasonable absence for advice and treatment for dependence on alcohol or drugs as sick leave. You must keep us regularly informed of progress and genuinely attempt to overcome the dependency. We will respect the need for confidentiality.

Behaviour or performance at work which suffers because of alcohol or drug dependency normally results in disciplinary action. We may suspend such action for an appropriate period during treatment. If you refuse help or unreasonably discontinue treatment, disciplinary proceedings will be initiated or resumed. This also applies if your behaviour does

not improve and/or work performance remains poor. We may terminate your employment in such circumstances.

You have the right to be accompanied by a trade union representative or work colleague in discussions over alcohol or drug dependency.

If you endanger yourself or others by behaving or undertaking work inappropriately, this will result in immediate corrective action. In such a situation we will take alcohol or drug dependency into account. However, this does not free you from the consequences of your conduct.

Development of dependency on alcohol or drugs may render you unsuitable to your particular role. This may be temporarily or permanently. We normally utilise our capability procedure to investigate. If available, suitable alternative employment may be considered.

Prescription Drugs and Patent Remedies

The effects or side effects of prescription drugs or patent medicines can potentially jeopardise your normal work. It is your responsibility to ascertain whether they will e.g. make you drowsy. Consult your manager if you are concerned that using the medication at work is unsafe/inappropriate. We will individually agree action, including temporary exclusion from tasks/duties, if it places you or others at risk.

Other Colleagues

If you suspect or know that a colleague has an alcohol and/or drug problem please encourage them to talk to us. Alternately, please advise your line manager in confidence.

Random Checks and Testing

We may conduct random checks or testing to establish possession of, or being impaired by drugs or alcohol. We only do this where it would be a proportionate response to an established risk. We may undertake such checks or testing while you are entering, leaving or working on our or client premises.

We will consult you and ask you to consent to any random check/test. A check or test does not imply suspicion. We will carry it out as discretely and courteously as possible. An authorised manager of the same sex will undertake it. You may request to be accompanied by an available work colleague providing the process is not unduly delayed.

Where we undertake a random check, we may ask you to remove the contents of pockets, bags, vehicles etc. If we find you in possession of or impaired by alcohol or drugs, we will take disciplinary action. We consider this a serious matter which may lead to dismissal.

We may also randomly check vehicles entering/leaving our premises or parked in our car parks.

You may refuse to undertake a random check/test. If you refuse to be randomly checked/tested, we may construe this as a breach of contract on your part. We regard refusal to consent to a random drug/alcohol check/test similarly to a positive result. We reserve the right to involve the police at any stage.

Health and Safety at Work

We each have a duty of care for our own health and safety and that of others. This applies whether they are employees, visitors, suppliers etc. You must cooperate with us and adhere to our rules and procedures to protect health and safety. We attach great importance to providing employees with a healthy and safe working environment. We accept our legal responsibilities to provide a safe place and systems of work. We provide suitable equipment for employees to do their jobs safely. During induction you will be informed of our health and safety policies and any specific rules relating to your job. You must not interfere with any measures we have introduced for safety and/or protection of employees' health.

We treat breaches of safety rules or procedures as infringements of our disciplinary provisions. We deal with such breaches under our disciplinary procedure. We regard serious breaches as gross misconduct. We may summarily dismiss you if we believe your behaviour constitutes gross misconduct.

If you have an accident at work, however minor, you must record it in our accident book. If you are working off site, please document it at the site where you are working **and** notify us subsequently. You **MUST** provide:-

- Details of the nature of the accident or injury.
- Any first aid or other treatment received.
- The names of any witnesses with contact details if possible.
- The date, time and place the accident occurred.

Smoking is restricted to official work breaks only. You are not permitted to take additional smoking breaks. You are only permitted to smoke in designated, external smoking areas. Smoking is forbidden in any other area of the home. This restriction includes the use of electronic "cigarettes".

If you do smoke, you must always consider that cigarette smoke clings to clothing, including staff uniforms. This can be offensive when in close contact with residents. Please ensure your clothes smell fresh before you return to work.

10. Sickness / Injury, Absence Payments and Conditions

Absence - Notification

You must notify your line manager by telephone, at the earliest opportunity on the first day of your sickness absence. Normally this should be done a minimum of one shift before the starting time of your shift, but if this is not possible notice must be given as soon as practical with an explanation given to the Manager for the delay in advising your absence.

Notification should be made in person or when you are not able to by a relative, friend or neighbour.

It is essential that you comply with the above so that we can make arrangements to cover your duties and responsibilities thus minimising the disruption to our business and maintaining a reasonable workload for your colleagues.

You will be required to provide the following information when you notify us of your absence:-

- the reason for your absence;
- how long you expect to be absent from work.

You must notify your line manager, by telephone at the latest by midday on the working day before the day on which you intend to return to work. This is to allow us to stand down any temporary arrangements made to cover your absence and to plan for you to resume your duties and responsibilities.

N.B. Failure to observe and comply with these procedures may result in your absence being considered to be unauthorised and payments being withheld and the appropriate disciplinary action taken.

Should you fail to notify us of your intended return to work, following sickness/injury absence and simply turn up unannounced and we have made alternative arrangements to cover your duties, you may be sent home for the day without pay.

Following our Procedures

We expect you to follow our sickness procedures. If you do not observe them we may regard your absence as unauthorised. We may withhold sickness payments and take appropriate disciplinary action.

Holidays and Long Term Sickness

Statutory holiday entitlement will continue to accrue during a period of sickness. If your sickness extends for some time, we reserve the right to substitute a period of statutory holiday. This is particularly relevant where the end of the holiday year is approaching. You would potentially forfeit your remaining holidays otherwise.

If your employment ends because of long-term sickness, we pay any untaken statutory holiday entitlement with final wage/salary.

You do not accrue contractual holidays exceeding the statutory holiday entitlement (currently 5.6 working weeks) during sickness.

Independent Medical Examination

We reserve the right to ask you to undergo an independent medical examination at our expense where we consider it necessary.

Infectious Conditions

You must not report for work without medical clearance if you have an infectious condition. If in any doubt about your illness, please consult your doctor and notify us of the outcome immediately. Your doctor must confirm that it is appropriate for you to return to work. You must not report for work until they do so. They must supply you with a 'fit note'(statement of fitness to work) if your absence will exceed seven days.

Light/Alternative Duties

Your doctor may suggest you can undertake reasonable alternatives if you are certified unfit to perform normal duties. This could mean e.g. you undertake alternative/light duties or work shorter hours for a period. We will consider the nature of your sickness/injury and any guidance on the 'fit note'. Where your doctor suggests something we cannot accommodate, we will continue to treat the situation as though you remain unfit.

Medical Report

We may seek access to a written medical report supplied by your doctor or specialist where necessary. This provides us with details of your health and fitness to return to undertake normal/alternative duties. We will seek your written consent on every occasion.

Repeated or Continued Absence

You must keep us notified at frequent intervals where absence is likely to extend for some time. You must keep us supplied with consecutive medical certificates to cover the entire period.

We may review your overall absence where there is repeated or continued absence. This applies even where absence is certificated. We sympathise with genuine periods of sickness absence and have regard to the Equality Act 2010. However, we must focus on the needs of the organisation. We cannot operate efficiently with high levels of absenteeism. We will take account of your doctor or specialist's professional judgement. We may also obtain an occupational health advisor's opinion. We will consult you about available options and carefully consider your views.

Medical opinion may suggest that no improvement is likely within a reasonable timescale. Equally, we may explore options to manage a permanent incapacity or disability but consider them impractical. In such circumstances, we may have to consider dismissal on the grounds of capability.

Return to Work

You must notify your line manager by telephone no later than midday on the working day before the day you intend to return to work. This allows us to stand down temporary cover and plan for you to resume your duties and responsibilities.

If you do not notify us of your intended return to work and turn up without prior notice, we may regard this as a breach of sickness procedures. We may take disciplinary action in such circumstances. This especially applies where we have specific alternatives in place to cover your duties.

Return to Work Interview

We require you to attend a return to work interview following absence for sickness/injury. We will discuss the reasons for your absence and fitness to return to your normal role. We also consider compliance with notification procedures and your general attendance record.

Self-Certification

You must submit a self-certification form during your initial absence. Otherwise, you will be required to complete one on your return to work.

You may only self-certify for up to seven consecutive days (including Saturdays and Sundays).

We may require a medical certificate from you for absence of less than seven days in certain circumstances.

Seven Days or More Absence

You must provide a 'fit note' (statement of fitness to work) from your doctor/specialist when absence exceeds seven days. This may identify suitable temporary support which your doctor believes could allow you to return to work sooner.

Sick Pay - Statutory

We are responsible for the payment of statutory sick pay (SSP) during authorised sickness/injury absence. There are specific qualifying criteria for the payment of SSP (laid down by Government Regulation). We pay SSP for absence through sickness/injury for four or more consecutive days, where you qualify. We make such payment through your normal pay. Payments are subject to statutory deductions (N.I. and income tax) in the normal way.

SSP is only payable on 'qualifying days'. These are days you would normally be at work. However, the first three qualifying days of absence do not attract SSP. These are called 'waiting days'. Where there are linked periods totalling four days or more (i.e. more than one such period of absence within a fifty-six day period) this is a linked period. You only serve one period of waiting days.

We do not provide a contractual sick pay scheme. We pay statutory sick pay (SSP) only to those employees who qualify.

11. Maternity, Paternity, Adoption and Family Friendly Provisions

Maternity

Our Procedures

- We carry out a health and safety risk assessment to protect the health of new and expectant mothers. We do this once you tell us you are pregnant. We also risk-assess if you have given birth in the last six months or are breast-feeding.
- We will take account of your condition and the work you normally do. We try and make adjustments if we believe you cannot carry out your usual work. Alternately we look for other suitable work for you to do.
- If we cannot find suitable work for you to undertake, we will suspend you from work on full pay. We do this until the risks to you/your baby's health have passed or suitable alternative work becomes available.
- You may take time off during working hours for antenatal care appointments with your doctor or midwife. Please arrange appointments outside of your working hours if possible. Alternately, please arrange them for the start or end of the working day. Please show your line manager your appointment card for second and subsequent appointments.
- You may change your mind about the date on which you want maternity leave to start. If you do, you must give us at least twenty-eight days notice in writing.
- You may change your mind about the date on which you want maternity leave to end. If you do, you must give us at least fifty-six days notice in writing.
- Pregnancy-related illness in the four weeks before your expected week of childbirth (EWC) triggers maternity leave. This is to protect your and your baby's health and safety.
- You cannot work under any circumstances for at least the first two weeks after giving birth. In some instances the period is four weeks.
- We may suggest or you can request up to ten 'keeping in touch days' (KIT days). These are the only days when you can be paid to work without affecting maternity benefits. You can use KIT days for work, attendance at meetings with colleagues, undertaking training etc.
- We must mutually agree any KIT day requests between us. There is no legal obligation for KIT days to be offered or undertaken.
- If you are made redundant during maternity leave, we will offer you any suitable alternative employment we identify.

Regulations

The Regulations relating to statutory maternity provisions are complex. In order to assess your entitlements correctly we require the following information:-

- When your baby is due.
- When you would like your maternity leave to start.
- Whether you wish to take the full fifty-two weeks entitlement.
- A copy of the MatB1 certificate issued by your doctor or midwife.
- How many weeks of maternity leave you wish to take personally.

We require the above information no later than fifteen weeks before your expected date of childbirth; preferably earlier.

You are entitled to up to fifty-two weeks of maternity leave, irrespective of length of service. This consists of twenty-six weeks ordinary maternity leave (OML) and twenty-six weeks additional maternity leave (AML). The legal provisions that apply to OML and AML differ slightly.

You continue to benefit from your terms and conditions of employment during OML and AML. There are some exceptions. The most notable exception is remuneration. You are also bound by your obligations of employment. For instance, you must continue to observe company confidentiality provisions.

You are entitled to thirty-nine weeks paid maternity leave. This applies providing you have twenty-six weeks' continuous employment by the fifteenth week before your expected week of childbirth. This is necessary to meet current statutory maternity pay provisions (SMP). Your average earnings must also exceed the lower earnings level applying to National Insurance contributions to qualify. You can then take a further thirteen weeks of maternity leave but this is without maternity pay.

If you do not qualify for statutory maternity pay, you may still be entitled to claim Maternity Allowance. You should ask Jobcentre Plus for information about this.

Taking Holidays during Maternity Leave

You cannot take paid holidays during maternity leave. If you are not returning after the birth of your child, payment for outstanding holidays is made when you leave.

Your holidays accrue as normal during maternity leave. Maternity leave may run over from one holiday year to the next. You should take holidays accrued in the first holiday year before your maternity leave starts. You should take holidays accruing in the second holiday year at the end of maternity leave. Alternately, they may be taken after you return to work.

When you advise us you are pregnant, please agree when you will take your holidays.

Transferring Maternity Leave

You may propose to return to work without using your full fifty-two week entitlement to maternity leave. You may be eligible to transfer up to twenty-six weeks of your remaining maternity leave. This includes entitlement to eligible statutory maternity pay. You must give us proper notice. This facility applies to your spouse, civil partner or partner, or the father of the child. They take this as extra paternity leave (and extra statutory paternity pay) providing you return to work.

The earliest extra paternity leave may start is twenty weeks after the date on which your child is born. It must end no later than twelve months after the date of birth. The minimum period of extra paternity leave is two consecutive weeks. The maximum is twenty-six consecutive weeks. Therefore you must have at least two weeks of unexpired maternity leave remaining to be eligible.

Further information will be needed from your spouse's or partner's employer. You must also submit a signed declaration to that employer. They may contact us to verify the entitlement to extra paternity leave and pay.

Paternity

Fathers are normally entitled to either one or two weeks' paternity leave following the birth. You must have at least twenty-six weeks continuous employment by the fifteenth week before the expected week of childbirth. You must take the leave as a single block of either one or two weeks. You cannot take odd days or two separate weeks. We pay paternity leave at the current statutory rate providing your earnings exceed the National Insurance lower earnings limit.

You may also take paternity leave if you are the mother's partner and will have responsibility for the child's upbringing.

You must make your request by the fifteenth week before the expected week of childbirth. You must also give us at least twenty-eight days notice of when you want the leave to start.

Your spouse, civil partner or partner, or the mother of your child may propose to return to work early. She may not use all her fifty-two weeks of statutory maternity leave. Consequently, she may be eligible to transfer up to twenty-six weeks to you. You take this as extra paternity leave (and extra statutory paternity pay). She must return to work. Please see the "Transferring Maternity Leave" section above for details. You must also submit a signed declaration to us when making your request.

Adoption

You are entitled to up to fifty-two weeks adoption leave if you are newly matched with a child for adoption. You must have at least twenty-six weeks continuous service at the time. It consists of twenty-six weeks ordinary adoption Leave (OAL) and twenty-six weeks additional adoption leave (AAL). You must request your start date for adoption leave within seven days of being matched with the child.

You are entitled to statutory adoption pay (SAP) if your earnings are above the National Insurance lower limit. This is paid for 39 weeks.

We may suggest, or you can request, 'keeping in touch days' (KIT days) during adoption leave. These are the only days during the adoption pay period when you can undertake work without affecting adoption benefits. You can use KIT days for work, attendance at meetings with colleagues, training etc. We must mutually agree any requests between us. There is no legal obligation for KIT days to be offered or undertaken.

If you are adopting with a partner, you need to decide which of you is going to claim the adoption leave/pay. The other person may qualify for paternity leave and pay (see paternity leave/pay above).

Please see "Taking Holidays during Maternity Leave" above for detail of how we treat your holidays.

You may return to work without using the full entitlement to adoption leave. You may be eligible to transfer up to twenty-six weeks of remaining adoption leave. You must give us proper notice. This includes entitlement to statutory adoption pay where eligible. It can transfer to your spouse, civil partner or partner. It is taken as extra paternity leave (and extra statutory paternity pay) and you return to work. You must submit a signed declaration form to us when making your request. Please see the "Transferring Maternity Leave" section above for more details.

Flexible Working

You can request flexible working if you have responsibilities to care for children under seventeen years of age. It applies to a child under eighteen where you receive Disability Living Allowance for them.

This provision also applies to close relatives or someone living with you where you are their carer. You must have at least twenty-six weeks continuous employment when making the request.

Please make requests for flexible working in writing, date your request and include the following details:-

- The application is being made under the statutory right to request flexible working.
- How you are responsible for the care of the child or adult.
- The flexible working pattern you are seeking and its potential start date.
- What effect you consider the request will have on our organisation and how this could be accommodated.
- Whether you wish this to apply permanently or for a trial period initially.

We deal with flexible working requests in line with a statutory procedure which can take up to twelve weeks. You can only make one request in any twelve month period.

You have the right to be accompanied by a work colleague or trade union representative who is also our employee at any meeting.

Parental Leave

You have the right to apply for unpaid parental leave if you have at least one year's continuous service. You must be the parent of a child under five years old. Each parent can take a total of eighteen weeks leave for each child under the age of five. For a disabled child the total is eighteen weeks for each child under eighteen years old.

Similar provisions apply if you adopt a child or young person under the age of eighteen. Adoptive parents can each take a total of up to eighteen weeks' parental leave. This applies until the fifth anniversary of placement with you or their eighteenth birthday, whichever comes first.

You can only take up to four weeks parental leave each year. You must take it in blocks of a minimum of one week. A part week counts as a full week. In the case of a disabled child you have the flexibility to take leave one day at a time.

You must give twenty-one days notice of your intention to take parental leave. We have the right to postpone the leave for up to six months for business reasons.

Part time employees receive a proportion of the leave. For example, an employee working two days may take a total of eighteen weeks at two days per week. This provides a maximum of thirty-six days in total.

Parental leave that you took while employed elsewhere still counts towards the total of eighteen weeks per child.

Time Off for Incidents Affecting Dependants

You may take reasonable time off during working hours to deal with incidents involving a 'dependant'. A dependant is a relative such as a spouse, partner, parent or child. It also extends to someone living as part of your family for whom you have care responsibilities. This time off is unpaid.

You may use such time off to deal with urgent issues such as a dependant falling ill or being injured. It may be to organise emergency care. It may be to resolve an immediate problem with a dependant child during school hours. It is only to provide time to arrange alternatives and is not a long-term solution in itself.

There is no qualifying service relating to this leave. We will not unreasonably refuse requests. You must inform us as soon as reasonably practicable of the reason for the time off. Please advise your line manager immediately if you are at work. Otherwise, please telephone us at the time the incident occurs or as soon as possible afterwards. Please also tell us as soon as you are back at work.

Summary of Provisions

Our family friendly policy is intended to provide a summary of the most important provisions. We cannot provide comprehensive information about all the circumstances that may apply. Content is also subject to changes in statutory provision over which we have no control.

12. Special Leave

Attendance at Court as a Witness

You may be required by the Crown Prosecution Service to attend court as a witness. You should tell your line manager at the earliest possible opportunity if you are. You may be able to claim an allowance for loss of earnings. When you attend court, you will be issued with the appropriate claim form. You need to pass this to us. We then verify your loss of earnings so that you can submit the claim. It is your responsibility to make sure you are reimbursed correctly by the court. We cannot correct this through your wages.

Attendance as a witness is without pay, other than loss of earnings allowance you receive from the court.

Jury Service

You should tell your line manager at the earliest possible opportunity if summoned for jury service. Jury service normally lasts no longer than ten working days. You are then normally exempt from further jury service within a two year period.

The court provides you with a "Certificate of Loss of Earnings or Benefit" when first appointed.

We need to certify this before you return it to the court. You must claim the relevant daily allowance and tell us the number of days you served. It is your responsibility to make sure you are reimbursed correctly by the court. We cannot correct this through your wages.

Absence for jury service is without pay other than loss of earnings allowance you receive from the court.

Time Off For Other Reasons

There may be occasions when you request time off to attend appointments e.g. with your doctor or dentist. You may need to deal with domestic issues not covered by statutory regulation. Requests for such time off are granted at our discretion. We will indicate whether payment is to be made. We will also consider short-notice annual leave. We may also allow short periods of time to be made up later if possible. Such requests should be kept to an absolute minimum. Please arrange appointments outside normal working hours wherever possible.

13. Use of Email, Internet and Social Networking

Introduction

Use of the internet and email can be important operationally. This can provide effective communication, for instance with external contacts and colleagues. However, usage is not without risk and must conform to our policies and procedures. It is a serious disciplinary offence if you fail to observe our rules and requirements. We will take appropriate disciplinary action. This may result in dismissal for serious infringements. We also monitor your use of email and the internet for compliance with data protection and computer misuse legislation.

Legal Implications

Your use of email and the internet (including social networking sites) must accord with all legal obligations and have specific regard to the following:-

- You must not post defamatory or derogatory statements about us, our employees, those who use our services, suppliers etc. This applies to business and personal email. It also applies to all contributions you make on internet/social networking sites.
- You must not upload, download or otherwise transmit commercial software or any other copyright materials belonging to others. You must receive express authorisation before doing so even where our organisation is licensed to use such material.

You commit an offence under the Computers Misuse Act and/or the Data Protection Act if you:-

- Deliberately access or disclose computer programs or data without authority.
- Access programs or data with the intent to commit or facilitate the commission of an offence.
- Intentionally make unauthorised modification of computer programs or data held in a computer.
- Deliberately access or disclose personal data or information without authority.

Monitoring Email

We cannot guarantee your privacy when using email communication (both internally and externally) and you should not expect it. We reserve the right to access your email at any time. This includes periods of holiday or sickness. We routinely monitor and review email usage to:-

- Establish information and produce statistics relevant to our operation.
- Determine whether or not communications relate to us.
- Reduce the level of inappropriate unsolicited email (spam) we receive.

- Manage our network to make sure our systems operate efficiently and securely.
- Identify unauthorised usage, including breaches of these rules and procedures.
- Prevent or detect crime.
- Intercept communications that may contain viruses.
- Monitor volume and nature of email whether sent individually or more generally.

Email is not a substitute for face to face or telephone communication. Take care that the content of messages cannot be misinterpreted. Email is inherently insecure. It must not be used to send confidential or sensitive information unless authorised. Even then, appropriate security controls/encryption must be put in place. Emails can be copied, cascaded or misdirected to people you did not intend to receive them. They may become contractually enforceable or even be used in legal proceedings against us.

- The style and content of email messages must be consistent with standards we identify.
- Do not send confidential, personal or other sensitive information by email unless specifically authorised.
- Contracts can be offered, accepted and varied by exchange of email and may be binding. This can apply even if you do not have authority to conduct such activity on our behalf.
- We are potentially liable for inaccurate, inappropriate or defamatory content you circulate. We hold you accountable for all email communications you initiate that may affect us. This applies whether what you say is contained in official or your own personal email.
- Make sure statements made in emails are factually correct and expressed appropriately.
- Only send email to those for whom it is directly relevant. Only c.c. or b.c.c. your messages when it is absolutely essential.
- Do not use the “reply to all” facility incautiously or cascade “chain”, “junk” or “spam” emails to anyone else.
- Use the “reply” facility only when you have something specific to say. Don’t clog up other users’ inboxes simply by saying “thanks”.
- Keep passwords secure. Do not divulge them to any other person or organisation. Do not allow anyone to see you enter passwords.

Policy Infringements

Please tell your line manager if you become aware of any infringement of this policy or receive inappropriate email. You can also raise matters of concern formally by using the grievance or confidential reporting procedure.

Security Rules

- You are responsible for the security of all IT equipment provided for your use.
- Lap-tops should be locked away securely at the end of the working day. They must not be left on view or unattended in vehicles.
- You should keep passwords secure and never divulge them to any other employee.
- Log off or lock your computer whenever you leave it to prevent inappropriate access by others.
- Only keep information relevant to your role on our behalf on lap-tops or PCs we provide.

You must take great care to comply with our policies and procedures when utilising email or accessing the internet. You must not compromise our information security by inappropriately processing data electronically. You must always operate according to the standards we identify.

Social Networking

You should not make contributions relating to this organisation on social networking sites unless part of your role. You should not comment about any other employee, supplier, those who use our services etc. This applies whether you use our equipment or your own and whether in work time or your own. Such contributions may impact detrimentally upon our interests, whether inadvertently or otherwise. We will view infringements as a serious breach of our rules. This may result in disciplinary action and, potentially, dismissal.

We hold you accountable for all contributions that you make. Anything you post can impact upon us even if you did not intend this. It does not matter whether your post was made personally or on our behalf. Consider carefully whether what you intend to say could be detrimental to our interests. You should take great care not to post anything that could be considered inflammatory. You must ensure you do not publish inaccurate, inappropriate or defamatory content. We will view infringements as a serious breach of our rules. This may result in disciplinary action and, potentially, dismissal.

We appreciate that many people use social networking sites such as LinkedIn or Twitter. You may do this personally or even in your professional capacity on our behalf. If you identify details of your role within our organisation, we can clearly be associated with what you say. Therefore, anything you post on such sites must not infringe the provisions above.

You may also develop a database of contacts on such sites. It will inevitably contain a mixture of connections. You may obtain some from our contact database. You may create some with those who use our services, our professional advisers, other employees etc.

during your employment. Some may be contacts from former roles or your personal acquaintances. Where you develop contacts through your work on our behalf, our confidentiality provisions apply. You must respect them even after you leave our employment. Confidential information includes, but is not limited to, information and data about those who use our services, our professional advisers, other employees, suppliers etc. We may require you to supply details of contacts established as part of your employment before you leave. We may require you to delete such contacts from your account(s) at our entire discretion.

Where you have a grievance or concern about something associated with work, do not use social networking to air it. You should normally discuss it with your line manager at an early opportunity. We also have a confidential reporting system which is available to all employees. This provides you with an appropriate means of raising matters of concern about any aspect of our organisation.

Using the Internet and Email

Our facilities must only be used for official purposes. Do not use our equipment to send email or access the internet (including social networking sites) for non-business purposes. This applies whether during working hours or in your own time.

Internet and email usage must always accord with our policies and procedures. The examples below are typical of infringements we regard as serious. Infringements can result in disciplinary action and potentially we may dismiss you.

The examples below are indicative and not intended to be exhaustive:-

- Sending messages or images that are potentially offensive, libellous, obscene or contravene our equal opportunities policy.
- Sending messages or images that could constitute bullying or harassment or are potentially detrimental to our organisation's interests.
- Accessing the internet or sending email for any illegal purpose or acting in breach of the Computers Misuse Act or Data Protection Act.
- Accessing or distributing pornographic images, graphics or text depicting nudity, intercourse or sexual acts.
- Using our networks or equipment without approval to access social networking sites such as Facebook or YouTube during working hours.
- Engaging in on-line gambling using our network or equipment.
- Downloading or distributing copyright information and/or software without express approval.
- Setting up websites, web pages, blogs etc using our facilities or in our name without express approval.

- Publishing images, pages or contributions on external websites (including social networking sites) without express approval. This restriction relates to our organisation, any employee, those who use our services, suppliers etc.
- Buying or selling things and engaging in online auctions on your own behalf or in our name without express approval.

14. Disciplinary Procedure

Introduction

We intend this procedure to assist and encourage you to achieve and maintain appropriate standards of conduct and performance. We do not construe the procedure simply as taking punitive action. We make every effort to ensure any action we take is consistent, fair and reasonable to all.

General Principles

- We always consider informal action in preference to using formal disciplinary procedures as a first resort.
- We fully investigate all potential disciplinary matters before any action is taken.
- We may suspend you on full pay while we investigate more serious allegations. Such action is entirely precautionary and not a pre-judgement of the outcome.
- We will give you notice of any disciplinary hearing and detail of the complaint(s) in advance. We will provide written copies of evidence and relevant witness statements.
- A work colleague or trade union representative can accompany you at formal disciplinary hearings and appeals. Union representatives must be certificated by that union to act as a worker's companion.
- We will provide suitable notice of meetings. We will consider one adjournment if the date or time selected is inconvenient to your representative.
- We will give you the opportunity to provide your views during the hearing and before any decision is made.
- You have the right to appeal against any formal disciplinary action imposed or against your dismissal. A more senior manager without prior involvement will hear appeals, wherever possible.
- Only someone specifically authorised by our organisation can take the decision to discipline or dismiss you.

Rights of Appeal

Informal action about minor issues of misconduct or unsatisfactory performance is part of day to day management. It carries no right of representation or appeal.

You are entitled to appeal following the imposition of any formal disciplinary penalty including a decision to dismiss. We will send you a letter setting out the outcome of the disciplinary hearing. If you wish to appeal, you must do so in writing within five days of receipt.

The Process we Follow

Informal Action

We normally deal with minor issues of misconduct or unsatisfactory performance informally. In some cases we may offer extra training, coaching, advice or support. This is a normal facet of day to day management and not part of our formal disciplinary procedure. As such, it will not be appropriate or necessary to be accompanied by a work colleague or trade union representative.

We hold informal discussions in private. We will take account of your opinions and any mitigating circumstances you provide. Criticism will be constructive. We aim to achieve and sustain improvement through such discussion. We may confirm what is agreed in writing where appropriate.

If it emerges during discussion that the matter is more serious than previously envisaged, we will adjourn the meeting. We will reconvene it at a later date under our formal disciplinary procedure. You may then be accompanied by a work colleague or trade union representative if this happens.

Misconduct

We may issue a written warning if you repeat inappropriate activity or improve insufficiently following a previous informal warning. Misconduct may also be sufficiently serious in itself to warrant a written warning without previous informal warning. Such warning will identify the problem and the improvement we require. We will set out the time-frame for improvement and any support available. We will keep a record on your personnel file for twelve months. We will then consider it spent, subject to you achieving and sustaining the improvement we require.

Serious Misconduct

We may issue a final written warning if you repeat inappropriate activity or improve insufficiently following a previous written warning. Misconduct may also be sufficiently serious in itself to warrant a first and final written warning without previous written warning. The final written warning will identify the problem and the improvement we require. We will set out the time-frame for improvement and any support available. We will keep a record on your personnel file for twelve months. We will then consider it spent, subject to you achieving and sustaining the improvement we require.

Ending your Employment

We may dismiss you if there is further inappropriate activity or you fail to improve to the required standard. An instance of misconduct may also be so serious in itself that it warrants dismissal without previous warning. We normally refer to this as an act of gross misconduct. We will provide you with the reasons for dismissal in writing. We will make clear the date on which your employment ends.

We will terminate employment with notice or payment in lieu of notice in the event of your contractual dismissal for misconduct. We will summarily terminate your employment (i.e. without notice or payment in lieu of notice) for gross misconduct.

Gross Misconduct

We may suspend you on full pay for a short period while we investigate an allegation of gross misconduct. A disciplinary hearing will then take place. We may summarily dismiss you if we believe your behaviour constitutes gross misconduct. Summary dismissal is dismissal without notice or payment in lieu of notice.

As an employee of the Abbey Total Care Group Ltd any act that is potentially deemed as Gross Misconduct could jeopardise or put at risk, any further employment within the group in other separate roles and/or locations.

Gross Misconduct Examples

The examples below are indicative of matters we regard as gross misconduct. This list is not intended to be exhaustive:-

- Abusing those using our services in any way which harms them, affronts their dignity or places them at risk.
- Theft or misappropriation of money or property.
- Action intended to defraud/deceive.
- Fighting, physical assault or threatening behaviour.
- Behaviour or action that potentially brings our organisation into serious disrepute.
- Serious insubordination.
- Dangerous behaviour or serious breach(es) of health and safety rules or procedures.
- Deliberate and serious damage to property or harmfully misusing or interfering with equipment.
- Discriminatory conduct, bullying or harassment.
- Indecent behaviour including deliberately accessing pornography, offensive or obscene material at work.
- Serious incapability at work due to alcohol or non-prescribed drugs or substances.
- Serious failure or neglect to follow our policies or procedures on administering medication.
- A serious breach of trust or confidence.
- Sleeping on duty.

15. Capability

Introduction

Performing your job inadequately and deliberately not performing to the standards we expect are potentially different. Lack of capability is where we believe your knowledge, skill or ability to perform your role is currently deficient. There may be some other compelling reason why you are not working to the standards we require. This may include medical circumstances or disability. Our aim is to improve your performance. However, where this is not possible, you may be dismissed due to your lack of capability. We make every effort to ensure any action we take is consistent, fair and reasonable to all.

We may be able to deal with minor issues informally outside of this procedure. We may therefore follow the informal action process initially, rather than resorting to the formal capability procedure. We use the informal process identified in the disciplinary procedure.

Capability Provisions

We follow the principles and arrangements set out in our disciplinary procedure unless we identify different, specific capability provisions here. This includes matters such as taking informal action, representation and rights of appeal.

General Principles

- We always consider informal action in preference to using formal procedures as a first resort.
- We fully investigate all potential capability matters before any action is taken.
- We will give you notice of any capability hearing and detail of the concern(s) in advance. We will provide written copies of evidence where applicable.
- A work colleague or trade union representative can accompany you at formal capability hearings and appeals. Union representatives must be certificated by that union to act as a worker's companion.
- We will provide suitable notice of meetings. We will consider one adjournment if the date or time selected is inconvenient to your representative.
- We will give you the opportunity to provide your views during the hearing and before any decision is made.
- You have the right to appeal against any formal capability action imposed or against your dismissal. A more senior manager without prior involvement will hear appeals, wherever possible.
- Only someone specifically authorised by our organisation can take the decision to apply a formal capability action. This applies to warnings, sanctions taken against you or your dismissal.

Formal Procedural Arrangements

Performance

We will hold a formal capability meeting if you fail to perform duties to required standards. This applies where possible lack of knowledge, skill, ability or other compelling reasons are identified. We will tell you in advance in writing where you are not performing to the required standards. We will give you the opportunity to offer reasons for this during the meeting.

This is a formal meeting and you can be accompanied by a work colleague or a trade union representative. The meeting will be chaired by someone specifically authorised by our organisation to hold a formal capability meeting.

We will confirm the outcome in writing following the meeting. We may give you a written warning as a result. If we give you a written warning, we will outline the improvements we require. We will identify any training we deem necessary and you must undertake this. We will provide any support outlined in the letter. We may, for instance, offer closer supervision by a manager or mentoring by a colleague. You have the right to appeal against our decision to give you a written warning (see rights of appeal below).

After giving you a reasonable time to reach the required standards we will consider your progress. We will decide whether or not further measures are required. The capability process will normally end, subject to you achieving and sustaining the required improvement.

We will hold a second formal capability meeting if we are not satisfied with your progress. We will tell you in writing, in advance, where you are not performing to the required standards. We will again give you the opportunity to offer reasons for this during the meeting.

This is a formal meeting and you can be accompanied by a work colleague or a trade union representative. The meeting will be chaired by someone specifically authorised by our organisation to hold a formal capability meeting.

We will confirm the outcome following the meeting. We may give you a final written warning as a result. If we give you a final written warning, we will outline the improvements we require and any support available. As before, we will identify any additional training we deem necessary and you must undertake this. We may offer closer supervision by a manager or mentoring by a colleague. We will confirm the detail in the final written warning letter which we send you.

We will make clear that failing to achieve required improvements within this further period normally results in further formal action. This may include a formal hearing to consider whether you should be dismissed. You have the right to appeal against our decision to give you a final written warning. Please see the rights of appeal section for details.

After giving you a reasonable time to reach the required standards we will again consider your progress. The capability process will normally end, subject to you sustaining the required improvement.

Where you fail to improve sufficiently following two periods for improvement, we normally hold a further formal meeting. At this meeting we will consider whether you should be

dismissed. Exceptionally, we may feel it appropriate to offer a further period for improvement.

Hearing to Consider Dismissal due to Lack of Capability

We will tell you in advance, in writing, where you have failed to improve to the required standard. We will hold a formal hearing to consider this. We will decide whether you should be dismissed for lack of capability. We will again give you the opportunity to offer reasons for your performance during the meeting.

This is a formal meeting and you can be accompanied by a work colleague or a trade union representative. The hearing will be chaired by someone we specifically authorise to conduct proceedings which may lead to dismissal.

We will confirm the outcome following the hearing. We may dismiss you as a result. In such circumstances, we will provide you with the reasons for dismissal in writing. We will make clear the date on which your employment ends. We terminate employment with notice in the event of contractual dismissal for lack of capability. We may substitute payment in lieu of notice at our entire discretion. You have the right to appeal against our decision to dismiss you. Please see the rights of appeal section for details.

Exceptionally, we may feel it appropriate for a further period of improvement to be offered.

Medical Capability

Our decision making process takes account of medical evidence where reasons for poor performance are linked to medical capability. We deal with matters in a manner which meets current disability discrimination legislation. We always endeavour to:-

- Obtain up-to-date medical advice from your doctor/specialist or an occupational health specialist.
- Consider adjustments to the working environment or any alternative employment available, where reasonably practical.
- Provide extra support where reasonably practical.
- Consult you about available options and consider your views on your health and continuing employment.

We normally dismiss where medical opinion indicates no, or insufficient, improvement is likely within a reasonable timescale. This also applies where we explore options to manage incapacity but do not consider them to be reasonably practical.

Medical Evidence

Where we wish to contact your doctor, we will indicate this in writing. We will secure your written consent. You have the right to withhold consent but we always prefer to take account of your doctor's medical opinion. Otherwise, we must rely solely on the information currently available to us and/or an occupational health advisor's view. In those circumstances we may conclude we have no alternative other than dismissal.

We will provide you with a copy of the letter to your doctor. We will give you a copy of any medical report subsequently supplied. You may ask your doctor for sight of the report before it is supplied to us. It is your responsibility to contact your doctor urgently to view the report. If you wish to make observations about it, you can do so. If you disagree with your doctor's opinion, you may ask them to change the report. Your doctor may prefer to attach a statement identifying where you both disagree. Alternately, you can send your opinions to us separately in a written statement.

Where you decide to examine the report, you may subsequently withhold consent from it being sent to us. In such circumstances you must tell us immediately. We will then rely solely on the information currently available to us and/or an occupational health advisor's view. In such circumstances we may conclude we have no alternative other than dismissal.

Disability

Please make us aware of any disability which is having an impact upon your performance at work. We will then discuss matters with you personally. There is a statutory definition of disability. This is "someone with a physical or mental impairment which has a substantial and long term adverse effect on their ability to perform normal day to day activities".

We will take account of any potential impact which your disability may have on your work. We will consider any reasonable adjustment that would assist in overcoming this. We may ask for medical or other appropriate expert advice to assist us. This includes whether temporary or permanent adjustment is feasible. If we wish to obtain an expert opinion or feel medical advice would be appropriate, we will consult you. We will then follow a similar course to that identified in the medical evidence section above.

Reasonability

We will act reasonably at all times. We base any decision on the merits of the situation, supported appropriately by medical, disability or other expert advice. Where expert opinion between your advisor(s) and our advisor(s) differ, we may agree to an independent, expert opinion. This only applies where it could be expeditious in resolving the situation.

Representation

You can be accompanied at formal capability meetings by a fellow employee or trade union representative. This applies where an outcome is that you may be given a formal warning or dismissed. It also applies where you are appealing against a warning or dismissal decision. You are not entitled to representation where we deal with minor issues informally, outside of this procedure.

Union representatives must be certificated by that union to act as a worker's companion. We will provide suitable notice of all formal meetings and appeal hearings. We will consider one adjournment if the date or time selected is inconvenient to your representative.

Rights of Appeal

Informal action about minor issues of unsatisfactory performance is part of day to day management. This carries no right of appeal.

We will send you a letter setting out the outcome of each formal meeting or hearing. You are entitled to appeal against our decision as set out in this letter. If you wish to appeal, you must do so in writing within five days of receipt of our letter.

Any appeal will be heard as a formal meeting and you can be accompanied by a work colleague or a trade union representative. The appeal will be chaired by someone specifically authorised by our organisation to hold a formal appeal meeting.

We will confirm the outcome in writing following the appeal meeting.

Suitable Alternatives

We will always examine whether it is possible to offer alternative work we consider more suited to your capabilities. This is subject in every instance to the availability of a suitable opportunity. We will make clear in writing any revised terms and conditions and seek your written agreement. You are entitled to decline such alternative work. In this case we will revert to the stage of the formal capability procedure previously reached. Ultimately, if you fail to achieve improvements we require it normally results in dismissal.

16. Confidential Reporting Policy

We operate a confidential reporting procedure. It's available to everyone irrespective of length of service or position. We trust you never need to use it but please be aware of its availability.

Our procedure provides you with access to a safe and effective means of reporting matters of genuine concern. This could be something inappropriate about the way you believe we run our organisation. It could be something inappropriate you believe another employee is doing. It could be perceived misconduct or some other wrongdoing. It is not intended for personal matters relating to your own contractual terms and conditions of employment. You must deal with such matters through our grievance procedure.

We acknowledge that it is never easy to report a concern. This is particularly the case when you observe serious misconduct or discover unlawful acts. However, we urge you to refer such matters at the earliest opportunity. This allows us to respond speedily and effectively, before problems worsen. As far as we are able, we will deal with anything you report promptly and confidentially. To ensure this, it's important you follow our procedure.

Guiding Principles

- We must all be watchful for unlawful or unethical conduct at work. Preventing and eliminating workplace wrongdoing is important. We all have a duty to report such inappropriate behaviour or activity.
- We will consider matters you raise under this procedure confidentially. We will investigate them promptly and thoroughly.
- We will not victimise or penalise you for raising a reasonable belief under this procedure. This applies equally if you come forward with genuine concerns which later turn out not to be justified.
- You cannot be instructed to cover up wrongdoing or told not to report genuine concerns. This applies even if the person telling you to do so is someone in authority such as a manager. To tell you to behave in this way is itself a serious disciplinary offence.
- If anyone attempts to intimidate, bully, harass or victimise you for reporting something through this procedure you must tell us. To behave in this way is itself a serious disciplinary offence.
- We treat misconduct or wrongdoing uncovered following an investigation under this procedure as a disciplinary matter. We may also have to report it externally; for instance to a statutory body.

Our Procedure

- Initially, you should report concerns to your line manager. If you are unsure whether to raise the matter, you can talk confidentially with that person. If you have concerns your manager may be involved, please contact a more senior manager/director.

- Your line manager will either investigate your allegation personally or refer it to someone more senior. You will be advised if it is to be referred elsewhere. On conclusion of the investigation, we will advise you of the outcome. We will explain what action we are taking. If we do not intend to take any action, we will explain why.
- If you do not receive an acknowledgement of your concerns within seven days, please contact a more senior manager/director. You can also do this should you believe investigation has been insufficient. Very occasionally you may believe your concerns have not been considered at a high enough level. Again, please contact a more senior manager/director in such circumstances. It's very important to us that you have complete confidence in this procedure.

Public Interest Disclosures

The law provides special protection for workers who make what are known as “public interest disclosures”. This is colloquially referred to as “whistle-blowing”. Officially they are qualifying disclosures made in accordance with current public interest disclosure legislation. They only apply when you report something which is in the public interest. You must reasonably believe it to be so because it concerns:-

- A criminal offence.
- A miscarriage of justice.
- An act creating risk to health and safety.
- An act causing damage to the environment.
- A breach of another legal obligation we may have.
- Our concealment of any of the above.

We do not expect you to provide definitive proof of such wrongdoing. However, you must have a reasonable belief that it is, has been or is likely to take place. Providing you follow the above procedure, we will investigate urgently. We do not expect you to undertake this aspect yourself. Our guiding principles are always at the forefront of any investigation we mount.

It's possible our investigation may not satisfy every concern you have. Where the matter is a protected disclosure you may be able to refer it to a statutory agency. This only applies where you refer something you reasonably believe is in the public interest, as defined above. Statutory agencies include HM Revenues and Customs, Office of Fair Trading, Health and Safety Executive and Environment Agency.

Making Malicious Allegations

If we identify that you deliberately made or supported malicious allegations, we may consider this to be gross misconduct. We will investigate this using our disciplinary procedure. Following investigation, should we conclude your actions amounted to gross misconduct; this can result in your dismissal.

Approaching External Organisations

Under no circumstances should you approach a commercial organisation, the media etc. instead of utilising this procedure. Neither should you publish or promote your concerns on social networking sites, blogs etc. If you do so, you jeopardise our opportunity to investigate

your concerns properly. Such action also negates our promise to deal with matters confidentially. If you fail to use this procedure it also impedes our ability to provide you with the protections it envisages. We may consider deliberate breaches to be acts of serious misconduct. We will investigate your actions utilising our disciplinary procedure. Following investigation, should we conclude your actions amounted to gross misconduct; this can result in your dismissal.

17. Grievance Procedure

Where possible, you should try to settle minor, day to day, work-related issues informally. Please do this via your line manager. If the issue concerns your line manager, you can raise it with their manager. We recommend discussing any concern promptly. This is often the best way to resolve matters speedily, effectively and without need for formality.

Our Procedure

Our formal grievance procedure allows you to express a complaint or identify a matter of concern still remaining unresolved. It provides an opportunity for us to consider issues you can't resolve informally. You can also use it where you believe an informal approach would be inappropriate. The procedure is open to you at any time and we always try to deal with issues fairly and consistently.

If you wish to have a grievance formally investigated, please submit it to us in writing. Please provide full details of the matter and tell us about the solution you are seeking. This should normally be addressed to your line manager. They will arrange a meeting to discuss and consider it. If the grievance is about your manager, address it to their manager. Following the meeting we will confirm the outcome in writing.

Appeal

If you feel a matter has still not been satisfactorily resolved, you may appeal in writing. This must be done within five days of receiving the written outcome from the meeting to Mr Jay Patel, Managing Director, Abbey Total Care Group, Head Office & Accounts, Roebuck Lane, Buckhurst Hill, IG9 5QL. The outcome of the appeal is final.

Representation

A work colleague of your choice or trade union representative may accompany you at grievance hearings or appeals. Union representatives must be certificated by that union to act as a worker's companion. We give suitable notice of meetings and will consider one adjournment if date or time is inconvenient to your representative.

18.Lay-Off and Redundancy

Lay-Off

Where there is a reduction in work or something affects our organisation's normal operations, we may lay you off. Alternately, we may seek to introduce shorter working hours. During lay-off you will only be entitled to receive statutory guarantee payments.

We will, where possible, offer you any alternative work available. You should not refuse this unreasonably. We reserve the right to select those best suited to carry out whatever work is available.

You remain continuously employed during a lay-off period. We expect you to remain available to attend work as required.

Redundancy

If we have to consider potential redundancies we follow certain procedures.

A decision to proceed with a redundancy programme will be because:-

- We are ceasing carrying on the business for the purpose of which you are employed.
- We are ceasing or intend to cease to carry on the business in the place where you are employed.
- We no longer require you to carry out work of a particular kind. This is because the work has ceased or diminished or is expected to cease or diminish.
- We no longer require you to carry out work of a particular kind. This is because the work in the place where you are employed has ceased or diminished or is expected to cease or diminish.

We initially consider measures to avoid potential redundancies or deal with a short-term decline in activity. These may include:-

- Ensuring overtime working is reduced to an absolute minimum.
- Restricting recruitment, where such recruitment could have a bearing on the outcome of any redundancy situation.
- Investigating if other measures such as using untaken holidays, introducing short-time working or considering lay-off could avoid potential redundancies.

If we pursue a redundancy programme, we will notify all potentially affected employees of our proposals. We will consult fully and meaningfully with those concerned. We will discuss selection criteria where applicable. We will not take a final decision without giving those concerned an opportunity to consult and explore alternatives with us.

19. Leaving the Organisation

We may set out specific rules regarding notice periods and ending employment in your principal statement of terms and conditions. Where these exist, they take precedence over the more general terms below.

Leaving Without Working Notice

If you fail to work your full contractual notice period without agreement, we may face extra costs unnecessarily. We may deduct the reasonable extra costs of covering your role from any final monies due to you.

Leaving With Notice

We may require you not to attend your normal place of work during your notice period. We may require you not to perform your regular duties and may provide reasonable alternatives. This is at our absolute discretion.

You must remain available for us to contact you and to work if we wish. You may not take any alternative employment during this period except with our express written consent. We may expect you to take any accrued annual leave.

We may make a payment in lieu of notice at our absolute discretion. Where we offer such payment, subsequent discovery of any repudiatory breach of contract on your part will lead to revocation. Where payment has already been made and we discover such conduct, we have the right to seek recovery.

References

Only members of staff with specific authority may write or provide references on our behalf. We respect a duty of confidentiality to the authors of such references. We do not normally disclose the contents to the subject of a reference request. Only standard references will be given.

Some countries may not ensure an adequate level of protection for the rights and freedoms of data subjects. We take requests to supply references outside the UK as confirmation that you understand this and you indemnify such provision.

We normally only supply references electronically or by hard copy. We will not normally give references over the telephone. References, whether supplied or received by us, are retained appropriately. When we dispose of them, we do so confidentially in accordance with the current provisions of data protection legislation.

If you supply a personal reference for an individual, it must not imply, suggest or assert that we provided it. Such references must deal only with your personal experience of that individual. They must not refer to that person's professional performance or any aspect of their employment relationship with us. Such references must make clear that they are supplied in a personal capacity and do not represent our views. You are personally responsible for the content of such references.

Resignation

You need to give notice in writing to voluntarily end your employment. We identify the notice period we require in your principal statement of terms and conditions. Please set out the reason for your decision to leave and submit your letter to your line manager.

We also require you to attend an exit interview before you leave our employment.

Retirement

If you wish to retire, please notify us of your planned retirement date in writing at the earliest opportunity. We set out the minimum notice to end your employment (which includes by your retirement) in your principal statement of terms and conditions.

We appreciate as much prior notice of retirement as possible. This will help us in our succession planning. We will also consider requests to work flexibly before your chosen retirement date. For example, you may wish to reduce your hours on a gradual basis in the lead up to your chosen retirement date. If you wish to explore this option, please discuss the matter with your line manager in the first instance.

We meet with you regularly as part of our appraisal process. We confirm our expectations and review your performance. We normally arrange to do this at least annually. Such meetings also provide an invaluable opportunity for you to discuss your future plans with us. You have the opportunity to discuss your future intentions about retirement but are by no means restricted to this. We encourage everyone to share plans and aspirations throughout their employment.

Return of our Equipment/Property

You must return any property we have issued to you before you leave. Property includes, for example, keys, documents, mobile telephones, disks/data, other records, personal protective clothing and equipment, ICT equipment, vehicle, stock and samples. This list is by way of example and not exhaustive.

In the case of summary dismissal, you must surrender our property immediately we indicate the outcome of the disciplinary hearing.

If you fail to return our property/equipment, you are liable for the cost of making good our reasonable losses. The same applies if you return it in an unsatisfactory condition. We will take account of deterioration caused by normal wear and tear. We advise you in advance, in writing, of any amount we intend to recover from pay or other monies owing. We may pursue civil recovery measures, at our entire discretion.

20.Alterations and Modifications

This employee handbook and your principal statement of terms and conditions of service specify important matters regarding your employment. In the event of any difference between the two documents, the wording of your principal statement takes priority.

We reserve the right to make reasonable alterations to this handbook and any other terms and conditions of service. We may set out minor procedural changes in a general notice.

We will only implement significant alterations following consultation with those affected. We will implement any changes following the consultation period and subject to the outcome of any written concerns we receive.

Appendix - Vehicle Rules

Qualification To Drive

You must qualify for cover under our vehicle insurance policy before you can be authorised to drive one of our vehicles. You must also hold a full United Kingdom (European Communities Model) driving licence, or international equivalent, valid for the group/category of the vehicle to be driven.

Any matter which might affect your eligibility or fitness to drive, or which may invalidate our motor vehicle insurance cover, must be reported without delay, to your Manager. Such matters include penalty points, endorsements, suspension, or disqualification from driving, or actions/prosecutions pending, or any health conditions or treatment, which might affect your fitness to drive.

Surrender Of Licence

Where you commit an endorsable offence, you have 28 days from the date of notification of endorsement in which to surrender your licence to the appropriate Authority. If you fail to do so, DVLA is advised and can revoke your driving licence. Until November 2010, DVLA allowed a concessionary period of up to 12 months in which to comply with the surrender of your licence. From 7th November 2010 this extended period of grace has been discontinued and licences are now revoked after 28 days.

In addition to your obligation to advise us of such endorsable offences, you must ensure that your licence is surrendered to the appropriate Authority within the 28 day period. Where you fail to do so, and should your licence subsequently be revoked, you place your ongoing employment at risk if it is a condition of your employment that you possess a current driving licence and you can no longer fulfil this requirement.

Authority To Drive

Before you drive one of our vehicles you must receive authority from Mr R Patel to whom you must submit your driving licence for inspection. A photocopy will be taken of your driving licence and held on file. We reserve the right to inspect your driving licence at random intervals throughout your employment.

Before any other person e.g. your spouse/partner, is permitted to drive one of our vehicles, they must first be authorised by Mr R Patel. Driving licences will be checked as above.

Permitted Use

Vehicles are provided to assist you in the performance of your duties, however reasonable social, domestic and pleasure use is also permitted. You are expressly prohibited from using our vehicle for carrying unauthorised passengers and/or goods. Under no circumstances may our vehicle be used for hire or reward, or to take part in any form of motor sport such as racing, rallying, or pace making.

None of our vehicles may be taken out of the country, without the prior written authority of Mr R Patel. You must ensure that the vehicle complies with every aspect of the local laws of

the countries you are visiting, any accessories/equipment which may be required must be provided at your own expense.

Security

Always lock the vehicle when leaving it unattended, and where fitted, alarms/immobilisers must be set. Valuables should be stored out of sight or locked in the boot. Valuables must not be left in the vehicle for long periods or overnight. When parking-up a vehicle for any length of time, particularly in the hours of darkness, try to choose a well-lit area with passing traffic and pedestrians, rather than somewhere secluded.

Fuel And Mileage

Authorised vehicle drivers are required to submit monthly fuel expense claims, on the forms supplied, clearly showing a breakdown of business use and private use. Any misuse of this system will leave drivers liable to the repayment in full of any claim made for fuel, or other purchases, which can not be identified to be directly attributable to business use. In addition the appropriate disciplinary action will be taken.

Routine Maintenance And Cleanliness

Authorised vehicle drivers are responsible for keeping their vehicle clean, both inside and out and for all routine checks, including oil and water levels, tyre pressure and tread depth, brake and power steering fluid reservoirs and lights and indicators. To ensure that the vehicle is always in a roadworthy condition, these checks must be undertaken on a regular basis. We reserve the right to carry out random inspections of our vehicles.

Servicing And Repairs

Authorised vehicle drivers are responsible for ensuring that the vehicle allocated to them is serviced at the intervals set down in the manufacturer's handbook. All maintenance work whether under warranty, routine servicing, or otherwise, must be authorised in advance by the Admin Office.

Use Of Mobile Phones In Company Vehicles

Mobile phones must not be left in vehicles when unattended, even if this is for a short period of time. When you leave the vehicle you must take the phone with you. Any phones which are lost or stolen, attributable to your direct negligence must be replaced at your own expense.

In accordance with legislation you must not, under any circumstances, use a mobile phone in your hand whilst the vehicle you are driving is in motion or stopped in traffic.

In addition, mobile phones, even when in the hands free position, must not be used to send or receive text messages or to manually dial calls whilst the vehicle you are driving is in motion or stopped in traffic.

The only acceptable time for mobile phones to be used to either text or manually dial and/or be hand held is when the vehicle is parked in neutral, the handbrake is on and the engine is switched off.

Any driver convicted of an offence involving the use of a mobile phone in contravention of legislation will be responsible for all fines/penalties imposed and in addition could be subjected to disciplinary action for serious misconduct.

Whenever a driver receives a call via the hands free equipment, he/she must decide if it is safe to take or continue the call. If it is not felt to be safe, or the caller cannot be understood due to road noise, conditions or traffic, the driver should explain this to the caller and arrange to call back when it is safe to do so and in accordance with the arrangements set out above.

Alterations And Additions

You must not make any alterations to the normal specification of the vehicle unless you have written permission from Mr R Patel. This includes the fitting of towbars, additional aerials or roof racks. If permission is given to make any additions, or alterations, to the vehicle specification, we reserve the right to require you to have the vehicle professionally restored to its original condition before it is returned to us.

Breakdowns

We are members of the A.A who provide a breakdown service for our vehicles. You will be issued with a membership card which should be kept in the vehicle. No other breakdown or recovery service should be used unless authorised by your Manager.

Documents

Road Fund Licence

We will make arrangements for the road fund licence for your vehicle to be renewed when it is due. You will be notified when it is available and it can be collected from the Admin Office.

M.O.T.

Periodically your vehicle will require an M.O.T. certificate of roadworthiness. Arrangements will be made with a local garage for the vehicle to be tested and you should ensure that you forward the completed certificate/paperwork to the Admin Office, without delay.

Insurance Certificate

We will retain the original motor vehicle insurance certificate at Head Office, a photocopy will be made available and should remain in the vehicle to which it is allocated.

Accident Reporting

All damage to, or loss of, or from, one of our vehicles however caused, must be reported to the Managing Director without delay. You will be required to complete a detailed report form as soon as it is reasonably practicable.

If you are involved in an accident resulting in damage to property, or another vehicle, or which causes injury to any person or notifiable animal, you must give your name and address, our name and address, the registration number of your vehicle and details of our insurers, to any person who may reasonably have grounds for requesting the information. You must notify the Managing Director of the incident without delay.

If following an accident, you are in a position to do so you should take the following steps:-

- make your vehicle safe;
- give assistance to any injured persons;
- warn other traffic;
- obtain the names, addresses and insurance details of other parties;
- obtain the names and addresses of any witnesses;
- obtain the names, numbers and base, of any Police officers in attendance.

Do not offer any opinion regarding responsibility for the accident. Simply exchange the particulars mentioned above.

You should also let us have a sketch detailing the roads in the location, give way markings and signs etc and also showing the positions of all the vehicles before and after the accident.

If you are asked to make statements by the Police you should ask to contact the Managing Director, before doing so. This is particularly important in serious accidents where death or injury may have resulted and it may be necessary for you to be legally represented.

Insurance Provisions

If we need to make a claim on our motor vehicle insurance we must prove that we have not been negligent. Consequently it is vitally important that you follow all reasonable security procedures and drive the vehicle in a responsible and careful manner.

If a vehicle is damaged and after investigation such damage is found to be as a result of your negligence, we reserve the right to require you to meet the expense of repairing the damage. Alternatively, if the damage results in a claim on the insurance, we reserve the right to require you to pay any insurance excess that may accrue.

Every incident with a vehicle will be investigated and in the case of repeated incidents the appropriate disciplinary action will be taken which may include withdrawing your right to use a Company vehicle. Personal property is not covered by our vehicle insurance and if you wish to safeguard your own property you should take out your own insurance cover.

Fines

If you incur any fines for parking or other motoring offences, whilst driving one of our vehicles, you will be personally accountable for the payment of such fines. Fixed penalty notices are normally reported directly to us by the authorities. We reserve the right to pay such fixed penalties on your behalf and deduct the cost from your wages or salary.

Smoking In Company Vehicles

Smoking in Company vehicles that are driven by more than one person or are used to carry passengers, clients, other members of staff etc is not permitted. Drivers of Company vehicles that are utilised solely by them must receive express written permission from the Managing Director before they can smoke in the vehicle. This restriction includes the use of electronic "cigarettes".