



"Welcome to our family business. In most handbooks you will normally find a long intro letter from the CEO, but what I would rather do is to print our Mission and Purpose statement. Please read this several times and it will take you right to the heart and the sole of our business. Then please read the seven core beliefs of our business.

IN THE BEGINNING WERE THE GEMSTONES, AND THE GEMSTONES BECAME OUR FAMILY'S WORLD.

Welcome to the family, and our quest to restore genuine gemstone jewellery as the most sought after of personal possessions. Our journey is drawing others to believe in the miracle of genuine gemstones as passionately as we do. Our mission inspires greater hope and purpose for the remotest of gemstone communities. We denounce the fakes and mass-produced synthetics that have infiltrated, confused and flooded the jewellery market for the last few generations. We condemn those who miss-sell brass and glamorised glass. On this crusade is our army of gem-gurus and evangelistic customers who together follow the genuine gemstone gospel. Together, we encourage women around the world to be at one with nature - to fake nothing.

Aristotle taught us that "nature does nothing in vain" and we believe she carefully created rare and exotic coloured gemstones to adorn those who treasure all that is truly special. Gemporia jewellery is for the body, the mind and the soul and you are spiritually naked without it.

Our seven core beliefs:

- **People are precious.** Like the beautiful gemstones in our jewellery, every Team Member within our business, customer, supplier- indeed, every person on our planet, is precious and must be highly valued.
- **Authenticity is essential.** Not only in the provenance of our jewels but in our interactions with our customers, suppliers and every Team Member in our business.
- **Every time should be like the first.** No matter how many times we've answered a call that day, pack a parcel or described a piece of jewellery that may be someone's first experience of our business and first impressions count.
- **Create Happiness.** We're serious about being the best, but having fun, a warm smile and a genuine laugh are always welcome. We strive to create happiness in everything we do.
- **Waste is bad.** No matter what the resource: time, water, money, electricity or packaging materials – everything is finite and must be used wisely.
- **Speak your mind.** We're open and honest even when tackling difficult subjects. We challenge anyone or anything we believe inconsistent with our beliefs and principles
- **Keep it simple.** Go direct to the source, cut out any unnecessary steps, save time, save money. In our business, let's do everything in the simplest way we can

Also make sure you have a good study of our "Let Me Go Gem Hunting" book, which is our unique guide to running our business.

Warmest Wishes

Steve Bennett | Co – Founder



GEMPORIA EMPLOYEE HANDBOOK

INTRODUCTION

This handbook is intended to outline and explain the practices and policies of Gemporia Limited (hereafter referred to as 'The Company', 'we', 'us' or 'our').

This employee handbook should be regarded as a set of guidelines only. For employees, it forms part of the employment contract, except where specified. We reserve the right to review, revise, amend or replace the content of this handbook and introduce new policies from time to time to reflect the changing needs of the business and to comply with legislation, without prior notice.

This handbook supersedes and replaces all prior employee handbooks, policies or procedures. Please note that some departments may have specific policies not listed in this handbook. These will be supplied by your Department Head.

If an employee has any questions about any of the policies or procedures in this handbook, please consult a member of the Human Resources department.

Contents

Topic	Page Number
ACCEPTANCE OF GIFTS	5
ALCOHOL AND DRUGS	5
CHILDCARE VOUCHERS	47
CONDUCT ON BUSINESS AND CORPORATE HOSPITALITY EVENTS	6
CONFIDENTIALITY	11
DATA PROTECTION	9
DEDUCTIONS	61
DISCIPLINARY AND GRIEVANCE PROCEDURES	12
DRESS CODE	62
EQUAL OPPORTUNITIES	17
ETHICS, CONDUCT, ANTI-BRIBERY AND ANTI-CORRUPTION POLICY	7
EYE TESTS	47
FLEXIBLE WORKING	19
HEALTH & SAFETY POLICY	24
HOLIDAY ENTITLEMENT	53
INTELLECTUAL PROPERTY	26
INTERNET AND ELECTRONIC COMMUNICATIONS POLICY	27
LEAVE OF ABSENCE	54
MATERNITY, PATERNITY, ADOPTION & PARENTAL LEAVE	36
MEDICAL EXAMINATIONS	48
OUTSIDE BUSINESS INTERESTS	9
PCI ROLES AND RESPONSIBILITIES	32

PENSIONS	48
REIMBURSEMENT OF EXPENSES	48
RESIGNATION	50
RETIREMENT	50
RIGHT TO SEARCH	9
SICKNESS ABSENCE	21
SMOKING	52
SOCIAL MEDIA POLICY	33
STUDY AND TRAINING	56
TELEPHONE AND MOBILE PHONE USAGE	35
TRADE UNION MEMBERSHIP	59
USE AND RETURN OF EQUIPMENT	59
WHEN SALARIES ARE PAID	60
WORKING HOURS & CLOCKING IN	61

ACCEPTANCE OF GIFTS

All members of staff should conduct themselves with integrity and honesty at all times and should maintain high standards of propriety and professionalism. This includes avoiding situations where they could be open to suspicion of dishonesty and not putting themselves in a position of conflict between their role in The Company and private interest.

The Company accepts that there are circumstances where the unsolicited receipt of small gifts or of hospitality may be appropriate, or indeed where the refusal of such gifts or hospitality could cause offence that is detrimental to The Company.

Gifts of a nominal or small value can normally be accepted without question in circumstances however an employee shall not accept any offers of gifts, hospitality or other benefits of **£50** or over in value from any customer, client, supplier, prospective customer, prospective client or prospective supplier without prior consent from their line manager.

If further clarification is required regarding the above please contact the Operations Director.

ALCOHOL AND DRUGS

Prohibition of alcohol and drug consumption in the workplace

All members of staff should be fit and capable of performing all their duties and responsibilities on arrival at work.

Staff must not:

1. Bring alcohol or controlled substances onto, nor consume alcohol or drugs on, our premises at any time.
2. Drink alcohol or take drugs if they are required to drive in the course of performing their duties.
3. Drink alcohol or take drugs during their working day, whilst on breaks or at lunchtime, without obtaining the prior authority of his/her line manager.
4. Drink alcohol or take drugs whilst they are on operational standby or when undertaking on-call duties.
5. Drink alcohol or take drugs at meetings, conferences, exhibitions, media or social events taking place during the working day whether on our premises or at another site without obtaining the prior authority of his/her line manager.

Disciplinary action

Disciplinary action may be taken in the following circumstances:

1. If a member of staff is found to have breached any of the above mentioned restrictions regarding the consumption of alcohol or use of drugs.
2. If misconduct takes place at work as a result of drinking alcohol or taking drugs.
3. If a member of staff is found, in the reasonable opinion of his/her line manager, to be under the influence of alcohol or drugs whilst at work. This could, for example, include circumstances where the member of staff has not committed an act of misconduct but is incapable of properly performing all or some of their duties to our required standards.
4. If a member of staff is believed to be buying or selling drugs on our premises.
5. If a member of staff is found to be in possession of controlled substances on our premises.

6. If the consumption of alcohol, use of drugs or possession of controlled substances by a member of staff damages the reputation of our business.

A breach of any of the above mentioned restrictions is a disciplinary offence and depending on the seriousness of the offence, may amount to gross misconduct and could result in summary dismissal.

Any disciplinary action will be dealt with in accordance with our disciplinary procedures.

Staff found to be in possession of or selling controlled substances at work will be immediately reported to the Police.

We reserve the right to arrange for the member of staff to be escorted from our premises immediately, and sent home without pay for the rest of the day or shift if we believe that they have breached this policy.

Alcohol and drug testing

We reserve the right to carry out alcohol and drug screening tests which may be random or where we have reason to suspect one or more employees. If a member of staff receives a positive test result this will be viewed as a gross misconduct offence, and potentially render them liable to summary dismissal in accordance with our disciplinary procedures.

Unreasonable refusal to submit to an alcohol or drug screening test will also be dealt with through our disciplinary procedures and may constitute gross misconduct.

Searches

We reserve the right to search our premises as well as objects and persons on our premises, for evidence of any breach of this policy, which includes, without limitation; staff lockers, cabinets, desks and personal bags.

CONDUCT ON BUSINESS AND CORPORATE HOSPITALITY EVENTS

The following events are covered in this policy (please note that this list is not exhaustive):

1. Office parties, office drinks events or other work-related social occasions or gatherings, whether organised by us or by an employee.
2. Social occasions or gatherings organised by our customers, clients or suppliers where an employee has been invited in his/her capacity as an employee of ours.
3. Meetings, social occasions or gatherings organised for our customers, clients or suppliers.
4. Work-related conferences, shows, exhibitions or media events.
5. Whilst a member of staff is working away or abroad on business on our behalf.

Any member of staff found to have harassed or verbally or physically abused or assaulted another member of staff or a customer, client or supplier of the Company, or who otherwise brings the reputation of the Company into disrepute at such an event, may be subject to disciplinary action under our disciplinary procedures or, if self-employed, will be regarded to be in material breach of contract and may have their contract of services terminated.

Depending on the circumstances of the case, such behaviour may be treated as potential gross misconduct, and could render an employee liable to summary dismissal.

Where an employee's off-duty conduct involves the committal of a criminal offence, then we will consider whether the offence is one that makes an employee unsuitable for their type of work, or unacceptable to other

employees, taking into account length of service, status, relations with fellow employees and the effect on the Company and reputation thereof subsequent to a charge or conviction.

ETHICS, CONDUCT, ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

Introduction

This policy sets out the principles and standards that we expect our staff to adhere to and the overriding standards of conduct that must be complied with. It also sets out how we aim to uphold our principles and standards and prevent bribery or any other corrupt practices from occurring.

In this policy the term:

1. 'Bribe' or 'bribery' includes directly or indirectly giving, promising, offering, accepting, requesting or agreeing to accept or receive a financial or other advantage with the intention of inducing or influencing the 'improper performance' of a public or business function, duty or activity by an individual, or as a reward for the improper performance of a public or business function, duty or activity.
2. 'Corruption' includes the misuse of an individual's power, authority or position for unlawful, dishonest, unethical or immoral purposes or in order to gain an unlawful financial or other advantage.
3. 'Staff' refers to all individuals working for the Company at every level or grade, whether directors, officers, partners, employees, workers, contractors, consultants, agency workers, volunteers, trainees or on work experience.

Our principles and standards

It is the Company policy to act with the utmost professionalism and in an honest, fair and open way when conducting our business, without using bribery or other corrupt or unethical practices in order to gain a business advantage. We therefore take a zero-tolerance approach to acts of bribery or corruption by staff.

We shall oversee the creation of any management processes and procedures that are required to discourage bribery and corruption and to implement transparent financial and auditing practices which ensure all financial transactions are properly recorded and prevent the establishment of secret accounts.

In addition to the contents of this policy, our existing policies and procedures regarding the reimbursement of expenses, acceptance of gifts, conduct during business and corporate hospitality events and monitoring of communications, can assist in the prevention of bribery and corruption.

Staff found to have breached this policy or who have otherwise brought the reputation of the business into disrepute, will be subject to disciplinary action under our disciplinary procedures or, if self-employed, will be regarded as being in material breach of contract and may have their contract for services terminated.

Depending on the circumstances, such behaviour may be treated as potential gross misconduct, and could render an employee liable to summary dismissal.

Improper conduct

Staff must not, whether in the Company name or on the Company's behalf:

1. Commit or attempt to commit an act of bribery or corruption or any other illegal act,
2. Authorise or instruct others to commit acts of bribery or corruption or any other illegal act
3. Plan to commit acts of bribery or corruption or any other illegal act
4. Directly or indirectly, offer, promise, give, accept or demand a facilitation payment
5. Directly or indirectly, authorise or instruct others to offer, promise, give, accept or demand a facilitation payment

6. Directly or indirectly, offer, promise, give, accept or demand excessive hospitality
7. Directly or indirectly, offer, promise, give, accept or demand gifts of cash or cash equivalents
8. Directly or indirectly make, offer or promise a contribution to candidates seeking to become public officials, political parties or other political organisations or authorise or instruct others to do so
9. Directly or indirectly make, offer or promise a donation to a charity or any other organisation, or authorise or instruct others to do so
10. Give in to demands, to make illicit or illegal payments to stakeholders, third parties or public officials (at whatever level).
11. Hide, attempt to hide or fail to disclose any relevant financial transactions
12. Establish secret books of accounts or accounting documents
13. Knowingly make false, inaccurate or misleading entries in any books of account or accounting documents that record any relevant financial transactions
14. Knowingly create false, inaccurate or misleading documents that support the accounting entries of any relevant financial transaction
15. Make or approve any payment for a relevant financial transaction with the knowledge or belief that it will not be fully recorded in any books of account
16. Knowingly make false or inaccurate statements to our auditors
17. Destroy any accounts records or supporting documents that relate to the relevant financial transactions
18. Secretly divert funds to an undisclosed account
19. Create or obtain any undisclosed funds or assets
20. Use our funds or assets for unlawful purposes

Staff, who have any questions about this policy, any conflicts between the application of this policy and our legal requirements and procedures or are in any doubt about whether their conduct or the conduct of others may breach this policy, should seek guidance from the Head of HR (or such other person as we may designate from time to time).

Whistleblowing

We have an 'open-door' policy for reporting:

1. Acts of bribery, corruption or illegal acts by staff, stakeholders or third parties
2. Genuinely suspected potential acts of bribery, corruption or illegal acts by staff, stakeholders or third parties
3. Offers of a bribe from stakeholders or other third parties
4. Requests for a bribe from a public official (foreign or domestic), stakeholder or other third party
5. Any other breaches of this policy by staff or stakeholders

Staff who report a breach of this policy in good faith, even if they are mistaken, will have our support and shall be protected from subsequent detrimental treatment or recrimination.

RIGHT TO SEARCH

Whilst most employees are loyal and trustworthy, it is an unfortunate fact that some employees may occasionally be dishonest, or they may try to bring drugs or alcohol into the workplace in contravention of our rules and procedures. Please see our Alcohol and Drugs policy.

In order to counter these potential problems, we reserve the right to carry out personal searches of employees in the workplace. Searches may be conducted on a random basis or because we have reason to suspect one or more employees. They may be carried out at any time whilst an employee is in the workplace.

Searches will be confined to requesting an employee to empty out the contents of their pockets or bag and to remove any jackets, coats, shoes or other outer clothing. Employees will be searched by either a line manager (if the same sex as the employee), or a designated security officer who is of the same sex as the employee being searched, and the search will take place in private. If an employee would like to have a fellow employee present to act as a witness during the search, this will be arranged.

We will keep a record of all personal searches conducted, including the date, time and results of each search and the identities of the employee and the searching officer. This information will be stored confidentially. It will be reviewed on a regular basis to ensure that searches are being carried out fairly.

If an employee refuses to submit to a personal search without reasonable excuse, this is a disciplinary matter and will be dealt with in accordance with our disciplinary procedures. It may be treated as gross misconduct.

OUTSIDE BUSINESS INTERESTS

During an employee's normal hours of work he/she may not, without our prior written consent, devote any time to any business other than our business or to any public or charitable duty or endeavour.

During the period of the employment, an employee may not, without our prior written consent, undertake any work or other activity which may prejudicially affect his/her ability to discharge his/her job duties and responsibilities properly and efficiently, or which otherwise conflicts with our business. The decision as to whether or not an activity would have a prejudicial effect or is in conflict with our business shall be at our absolute discretion. We will always have regard to our obligations under the Working Time Regulations 1998.

DATA PROTECTION

In the course of work, an employee may come into contact with, or use confidential or personal information about other employees, clients, customers and suppliers, for example, their names and home addresses. The Data Protection Act 1998 contains principles affecting employees' and other personal records. Information protected by the Act includes not only personal data held on computer, but also certain manual records containing personal data, for example, employees' personnel files forming part of a structured filing system.

An employee should be aware that he/she could be criminally liable if he/she knowingly or recklessly discloses personal data in breach of the Act. A serious breach of data protection is also a disciplinary offence, and will be dealt with under our disciplinary procedures. (If an employee accesses another employee's personnel records without authority, this constitutes a gross misconduct offence and could lead to a summary dismissal.

The data protection principles

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

1. Processed fairly and lawfully and must not be processed unless certain conditions are met in relation to personal data and additional conditions are met in relation to sensitive personal data. The conditions are either that an employee has given consent to the processing, or the processing is necessary for the various purposes set out in the Act. Sensitive personal data may only be processed with the explicit consent of an employee, and consists of information relating to: race or ethnic origin; political opinions and trade union membership; religious or other beliefs; physical or mental health or condition; sexual life; criminal offences, both committed and alleged.
2. Obtained only for one or more specified and lawful purposes, and not processed in a manner incompatible with those purposes.
3. Adequate, relevant and not excessive.
4. Accurate and kept up-to-date. If an employee's personal information changes, for example, he/she changes address or he/she gets married and changes their surname, he/she must inform HR as soon as practicable so that our records can be updated. We cannot be held responsible for any errors unless an employee has notified us of the relevant change.
5. Kept for only as long as is necessary.
6. Processed in accordance with the rights of employees and other data subjects under the Act.
7. Stored with adequate security. Technical and organisational measures will be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, data. Personnel files are confidential and are stored securely. Only authorised employees are permitted to have access to these files. Files must not be removed from their normal place of storage without good reason.
8. Only transferred to a country or territory outside the European Economic Area if that country ensures an adequate level of protection for the processing of personal data.

Employees' consent to personal information being held

We hold personal data about employees and their consent to us processing employees' personal data is a condition of their contract of employment. Therefore, by agreeing to their contract of employment, the employees also agree to their personal data being held and processed. We also hold limited sensitive personal data about our employees, and by signing the contract of employment, employees give their explicit consent to us holding and processing that data. Examples of sensitive personal data include records on health, sickness absence, racial origin, trade union membership, sexual orientation and details of criminal offences.

Employees' right to access personal information

Under the provisions of the Act, employees have the right, on request, to receive a copy of the personal data that we hold about them, including their personnel file, to the extent that it forms part of a relevant filing system, and to demand that any inaccurate data be corrected or removed. Employees have the right on request:

1. To be told by us whether, and for what purpose, personal data about an employee is being processed
2. To be given a description of the personal data and the recipients to whom it may be disclosed
3. To have communicated in an intelligible form the personal data concerned, and any information available as to the source of the personal data
4. To be informed of the logic involved in computerised decision making

Upon request, we will provide an employee with a written statement regarding the personal data held about him/her. We reserve the right to charge employees a fee of £10.00 per request. To make a request, please apply in writing to HR.

If an employee wishes to make a complaint that these rules are not being followed in respect of personal data we hold about him/her, he/she should raise the matter with the Director of Operations. If the matter is not resolved to his/her satisfaction, it may then be raised as a formal grievance under our grievance procedures.

Employees' obligations in relation to personal information

Employees should ensure that they comply with the following at all times:

1. Do not disclose confidential personal information or sensitive personal data except to the data subject. In particular, it should not be given to someone from the same family or to any other unauthorised third party, unless the data subject has given his or her explicit written consent to this (or oral consent if the data subject is able to satisfactorily answer security questions confirming their identity).
2. Be aware that those seeking information sometimes use deception in order to gain access to it. Always verify the identity of the data subject and the legitimacy of the request, particularly before releasing personal information by telephone. If the data subject's identity cannot be satisfactorily verified, then suggest that the request be put in writing.
3. Do not print or copy personal information unless the prior authority of the data protection officer has been obtained. There must be a good business reason for printing or copying personal data. If authority is granted then the documents containing the personal data must be removed from the printer or photocopying machine as soon as they have been printed. This is particularly important in situations where the printer or photocopier is shared with other staff members. Personal data copied or transferred to an electronic storage device (such as a laptop, memory stick or card) must be securely encrypted.
4. Only transmit personal information between locations by fax or email if the prior authority of the data protection officer the Operations Director has been obtained and a secure network is in place, for example, a confidential fax machine or encrypted email
5. If an employee receives a request for personal information about another employee, he/she should forward this to HR, who will be responsible for dealing with such requests
6. Ensure all personal data is kept secure, either in a locked filing cabinet or if computerised, that it is password protected
7. Compliance with the Act is the responsibility of the employees. If employees have any questions or concerns about the interpretation of these rules, or any doubt over whether they can or cannot disclose personal information having received a request, then they should seek advice from the Operations Director.
8. Ensure all personal information or sensitive personal data is accurate and kept up to date. Regular checks should be made to ensure compliance with this requirement of the Act.
9. If an employee believes that any data should be destroyed or erased because it is no longer required or is inaccurate, they should inform the Operations Director. The Operations Director should then confirm whether it should be kept or destroyed. If the data is to be destroyed then as a general rule, employees should shred paper files/documents and physically destroy any hard disks or other storage devices used to store electronic documents. Further guidance on how to destroy personal or sensitive data can be obtained from the Operations Director

CONFIDENTIALITY

Either during or after the termination of the employment, an employee shall not divulge, shall not communicate to any person, shall not make use for himself/herself of, and shall use his/her best endeavours to prevent the publication or disclosure of:

1. Any trade secret
2. Secret or confidential operations

3. Any confidential information concerning our organisation, business or finances
4. Any dealings, transactions or other information whether relating to us or any customer of or supplier to us which an employee has come to know, has received, or obtained by reason of his/her employment

For the avoidance of doubt and without prejudice to the generality, the name and addresses of our customers and suppliers and details of our special processes are confidential.

The restrictions do not apply to information or knowledge which is in the public domain.

Any member of staff found to be in breach of this policy may be disciplined under the disciplinary procedures or in certain circumstances summarily dismissed for gross misconduct.

We may also take court proceedings to obtain damages for any loss suffered as a result of breach of these provisions and/or an injunction to prevent further breaches.

DISCIPLINARY AND GRIEVANCE PROCEDURES

1. Disciplinary and dismissal procedures

The disciplinary procedures ensure that proper standards are maintained, and that any failure or alleged failure to observe those standards is fairly dealt with. The procedures outlined in this section are for the purpose of dealing with employees whose behaviour is not satisfactory and are non-contractual, unless otherwise stated.

Informal Disciplinary Action

Except in cases of gross or serious misconduct (see below), the Company's concerns relating to an employee's conduct will usually be discussed with them in order to see if it is possible to correct the matter without invoking the formal disciplinary procedure. In many cases, informal discussion at an early stage of a problem having been identified will resolve it, and formal disciplinary action may not be necessary.

Where appropriate, discussions will be had between the line manager and the employee and informal action may involve issuing a verbal warning. In cases of verbal warnings we may choose to send written confirmation highlighting that such a warning has been given and how we expect the unsatisfactory conduct of performance to improve and over what period of time. This will not constitute formal disciplinary action, so there will be no right of appeal.

STEP ONE - the disciplinary investigation

All matters of a potentially disciplinary nature will be thoroughly investigated before any decision in relation to disciplinary action is taken. The purpose of the investigation is to:

- Ascertain the facts as far as is reasonably possible
- Enquire into the circumstances surrounding the alleged misconduct
- Take a balanced view of the information that emerges
- Prepare an investigation report detailing the main findings

The employee's line manager will normally undertake the investigation in relation to allegations of misconduct. In conducting the investigation, the line manager may need to interview various employees.

The role of the investigator is to ascertain the facts, assemble the evidence and to decide whether there is a case to answer. Every effort will be made to conclude the investigation as quickly as possible.

Once the matter has been investigated, the line manager will decide how to progress. There will normally be

three options:

1. The allegation has not been substantiated and no further action against the employee is required
2. The matter may not be sufficiently serious to warrant formal action, and may be resolved with training/coaching/counselling rather than by recourse to the formal disciplinary procedure
3. There is a prima facie case for the employee to answer, and the matter is serious enough to warrant the implementation of the formal disciplinary procedure

Suspension

Where the employee is accused of an act of serious or gross misconduct he/she may be suspended from work on full pay pending the outcome of the disciplinary procedure. Such suspension is not a form of disciplinary action.

STEP TWO - Formal procedures - disciplinary hearings

A disciplinary hearing should take place as soon as practicable following the conclusion of the investigation. The timing and location of the meeting shall be reasonable. Employees will be given a reasonable opportunity to attend the disciplinary meeting. A single request for an adjournment of a disciplinary meeting by the employee because he/she is unable to attend will normally be granted.

Employees should be notified in writing of the alleged conduct, performance, characteristics or other circumstances which have led the Company to contemplate taking disciplinary action. The employee has a right to be accompanied to the hearing by a companion. A companion may either be a trade union representative or a fellow employee. The employee is required to inform the line manager conducting the hearing who the chosen companion is to be in good time before the hearing. The employee is required to submit to the person hearing the case, at least 3 working days in advance of the hearing, any papers to be considered at the hearing.

Role & Responsibilities of Companions

- address the meeting, and put the employee's case on behalf of the employee;
 - sum up the employee's case;
 - respond on the worker's behalf to any view expressed at the hearing;
 - sum up on behalf of the employee at the end of the meeting;
- companion's are not entitled to:
- answer any questions put to the employee – these should be answered by the employee, although companions may care to add to any response given;
 - participate in any way that the employee has indicated they don't wish for them to do – such as speak when the employee clearly doesn't want them to;
 - disrupt the meeting or its progress.

The purpose of the disciplinary hearing is for the company to consider all the evidence regarding an allegation, and to make a decision as to whether, on the balance of probabilities, the allegations against the employee are substantiated. If the allegations are substantiated, the hearing shall determine an appropriate sanction, with consideration to the seriousness of the allegation, and any mitigation presented by the employee. The hearing is the employee's opportunity to respond to the allegations against them and to state their case. It is also a chance to review and amend any issues relating to capability and performance.

Employees are expressly prohibited from recording the disciplinary hearing without obtaining our prior written

consent.

We reserve the right to conduct a disciplinary hearing in the absence of the employee should the circumstances warrant it.

Examples of circumstances that may warrant a disciplinary hearing taking place in the absence of the employee are:

- Where the employee has confirmed that the case can go ahead in their absence, in the presence of their representative.
- Where there is persistent refusal to attend the hearing in person, (If appropriate) where the employee is physically unable to attend, e.g. if in prison, but a decision on their employment needs to be made
- Where an employee fails to attend a hearing without notification, the hearing may take place in their absence, with the presentation of the management's case

Possible outcomes of the disciplinary hearing

The possible sanctions that may be imposed as a result of a disciplinary hearing are detailed below. The time limits below are a guide only and are subject to our discretion.

Penalty if substantiated	Time before it will be disregarded for disciplinary purposes
First written warning	12 months
Final written warning	12 months
Dismissal with notice	N/A
Summary dismissal for gross misconduct	N/A

First written warning

If the misconduct is more serious, or where there is recurrence of minor misconduct, the employee may be given a first written warning, setting out the precise nature of the offence, the likely consequences of further offences and specifying, if appropriate, the improvement required and over what period. This may include a statement that any recurrence or no improvement may lead to a final written warning.

Final written warning

If misconduct is sufficiently serious to warrant only one written warning, but insufficiently serious to justify dismissal, or if previous misconduct fails to improve, a final written warning may be given, setting out the precise nature of the offence, the likely consequences of further offences and specifying, if appropriate, the improvement required and over what period. This may include a statement that any recurrence or no improvement may lead to dismissal or to some other action short of dismissal.

Dismissal

Dismissal will only be considered for a first offence where there are allegations of gross misconduct. However, dismissal may also result from repeated misconduct. In the case of gross misconduct the employee will normally be dismissed without notice or pay in lieu of notice. The employer reserves the right in certain circumstances to not to dismiss, but to apply the sanction of demotion, or suspension without pay.

If the decision to dismiss is made the employee will be informed in writing as soon as is reasonably practicable of the reasons for dismissal, the date on which the contract will terminate, the appropriate period of notice and the right of appeal.

Considering previous disciplinary action

Disciplinary action is usually cumulative where previous misconduct has occurred, and previous disciplinary action held on files has not expired. For example, if an employee already has a written warning outstanding, the hearing will not usually recommend another written warning, the minimum action will typically be to issue a final warning. Repeated misconduct may therefore result in dismissal with notice.

Wherever possible, the decision resulting from the hearing should be given to the employee without unreasonable delay.

STEP THREE - Appeals

Submitting an appeal

Where a sanction or penalty has been imposed, an employee has a right of appeal.

Appeals must be submitted in writing to the Head of HR, usually within 5 working days of the employee receiving written confirmation of the outcome of the disciplinary hearing. In submitting an appeal, the employee must state the grounds for appeal.

Appeal hearing

The employee will usually be informed of the date of the appeal hearing within 5 working days of the appeal being lodged.

An appeal should be heard as soon as reasonably practicable after the receipt of the employee's notification of the grounds of appeal, and in normal circumstances, within 20 working days of the appeal being submitted. At least 5 working days' notice of the arrangements for the appeal must be given in writing to the employee.

The employee will be informed of their right to be accompanied by either a colleague or a trade union representative (of their own choice) to the appeal hearing.

The employee is required to inform the Senior Manager conducting the hearing who the chosen companion is, in good time before the hearing.

The outcome of the appeal hearing will be confirmed in writing, normally within 5 working days of the hearing.

The companion's rights will remain the same as in any disciplinary meetings

Gross misconduct

An employee's employment under the contract of employment may be terminated by us at any time immediately following the disciplinary procedure and without any notice or payment in lieu of notice, if an employee is guilty of gross misconduct.

The following (non-exhaustive) list provides examples of offences which are normally regarded as gross misconduct:

1. Theft, fraud and deliberate falsification of records such as time-sheets, expense forms and documents, or information regarding qualifications and immigration status provided either when applying for a role or after recruitment.
2. Fighting, assaulting, bullying, harassing, victimising or discriminating against another person
3. Deliberate and serious damage to our property
4. Disclosing confidential information about us, our clients, customers or business partners (unless it is a protected disclosure under whistleblowing regulations)
5. Bringing our business into serious disrepute
6. Being convicted of a criminal offence which we believe detrimentally affects your ability to perform your obligations and duties; your relationship with our client/customers, business partners or staff; our business reputation or the business relationship we have with our clients/customers, suppliers or business partners
7. A breach of our health and safety policy which caused injury to others or put others at risk of injury or which has either resulted in or put us at serious risk of prosecution
8. A breach of any laws or regulations that affect us (including, but not limited to, the Data Protection Act 1998 and the Bribery Act 2010) which either has resulted in, or puts us at serious risk of, involvement in court proceedings or incurring criminal or civil liability
9. Accessing another employee's personnel records without authority
10. Offering or accepting a bribe, or any other breach of either our anti-bribery policy or the Bribery Act 2010
11. Making an offensive, false or defamatory comment about any individual or organisation, whether orally or in writing (such as through use of social networking websites or internet blogs)
12. Making a protected disclosure (whistleblowing) in bad faith
13. Being concerned or interested in action which is damaging to or in competition with our business
14. Serious incapability through alcohol or being under the influence or in possession of illegal drugs
15. Serious negligence which causes unacceptable loss, damage or injury
16. Deliberately viewing or downloading pornographic or sexually explicit, racist or criminal material (including documents, pictures and videos) or seriously breaching our electronic communications policy
17. Serious act of insubordination
18. Materially breaching a duty to act loyally, in good faith or in our best interests
19. Unauthorised access to our computer networks or databases
20. Causing or attempting to damage, destroy or interfere with our computer networks or databases
21. Serious/persistent case of absence without leave

During all formal disciplinary meetings the Manager chairing the meeting will be accompanied by a note-taker, who will make a written record of the matters arising in the meeting. These notes will not be verbatim.

2. Grievance procedures

Purpose and scope

Grievances are concerns, problems or complaints that employees raise with their employers. Grievances may relate to, amongst other things, terms and conditions of employment, health and safety, work relations, new working practices, organisational changes, equal opportunities, discrimination, bullying and harassment.

The Company will try to resolve any grievance an employee may have about his or her employment as quickly as possible. This procedure is open to any employee who has a grievance in relation to their employment and is designed, in the first instance, to enable employees to resolve grievances informally with the person to whom they immediately report. If a grievance cannot be resolved informally, the employee should raise it formally with a member of the HR department.

This procedure is non-contractual.

Principles

In the first instance, wherever possible, employees should discuss any concerns they have about the work they do or the people they work with (and attempt to agree a solution informally) with the person they report to.

Procedure

Stage one - The employee's first step is to raise any grievance with the person to whom the employee immediately reports; that person, in most cases, will be best placed to respond to the complaint and to attempt to agree with the employee an informal solution.

Stage two – If the matter is serious or the employee's grievance is against the person to whom they report (or they feel unable to approach that person) or the employee wishes to raise the matter formally or if the matter cannot be informally resolved, the employee should raise the matter formally by setting out the grievance in writing and sending a copy to the HR department.

Once a member of the HR department receives a written copy of the grievance, the matter will be fully investigated and the employee will be invited to attend a meeting to discuss the grievance. The employee may be accompanied by a colleague or trade union representative. The meeting may be adjourned if it transpires that further investigations are required. After the meeting, the employee will be informed of the decision and any proposed action in respect of the grievance, in writing, without unreasonable delay. The employee will also be informed of the right to appeal against this decision.

Stage three - An employee who wishes to appeal against a grievance decision should inform the Head of HR within 5 working days of receiving the decision. In submitting an appeal, the employee must state the grounds for appeal and outline their case in relation to their grounds for appeal. The employee will then be invited to attend an appeal hearing, at which they can be accompanied by a colleague or trade union representative. After the appeal, the employee will be informed of the appeal decision, in writing, which will be final.

EQUAL OPPORTUNITIES

Policy statement

The company is opposed to all forms of unlawful and unfair discrimination. We are an equal opportunity employer and are fully committed to a policy of treating all our employees and job applicants fairly and equally, regardless of:

- Marital or civil partnership status
- Age
- Disability
- Race (including colour, nationality, and ethnic or national origin)

- Sexual orientation
- Gender, including gender reassignment
- Religion or belief
- Pregnancy and maternity

These will collectively be referred to as the 'protected characteristics', for the purposes of this policy.

No employee or job applicant should be harassed, victimised or directly or indirectly discriminated against because they possess a protected characteristic.

In addition:

- Part-time employees should not be treated less favourably than a comparable full-time employee.
- Fixed-term employees should not be treated less favourably than a comparable permanent employee.
- Employees and job applicants should be treated fairly and equally irrespective of their trade union status.

The Company will take all reasonable steps to provide a work environment in which all employees are treated with respect and dignity, and that is free of harassment based upon an employee's protected characteristic. We will not condone or tolerate any form of harassment, whether engaged in by employees or by outside third parties who do business with us.

Scope

This policy applies to all individuals who work and apply to work for us, including:

- Contract workers
- Agency workers
- Volunteers (including those on work experience)

Implementing this policy

The directors and line managers will be ultimately responsible for the development, implementation and monitoring of this policy and ensuring that they actively promote it within the departments for which they are responsible.

In order to implement this policy, the Company shall:

- Ensure that, as far as is reasonably practicable, the policy is communicated to all workers to whom it applies.
- Ensure that it is always made available to view for all workers to whom it applies.
- Ensure that adequate resources are made available to fulfil our policy objectives.
- Provide equality training and guidance, as appropriate, to staff responsible for its implementation.

All staff:

Have a duty to co-operate with us to ensure that this policy is effective in ensuring equal opportunities and in preventing discrimination, victimisation, harassment and bullying in the workplace.

Must comply with it and act in accordance with its objectives.

Complaints and enforcement

Action will be taken under our disciplinary procedures against any employee who is found to have committed an act of improper or unlawful discrimination, harassment, bullying or victimisation. Serious breaches of this policy

will be treated as potential gross misconduct, and could render an employee liable to summary dismissal. Employees should also bear in mind that they can be held personally liable for any act of unlawful discrimination. Employees who commit serious acts of harassment may also be guilty of a criminal offence.

An employee who believes that they have suffered from an act of improper or unlawful discrimination, harassment, bullying or victimisation should at first instance inform his/her line manager. He or she will be entitled to raise a grievance in accordance with our grievance procedure.

An employee must not victimise or retaliate against another employee who has made, or is thought to have made, allegations or complaints of discrimination, victimisation or harassment, nor against anyone who has or is thought to have assisted that employee. Such behaviour will be treated as potential gross misconduct in accordance with our disciplinary procedures.

Recruitment, advertising and selection

The Company are committed to applying our equal opportunities policy statement at all stages of our recruitment and selection process.

The selection process will be carried out consistently for all jobs at all levels and all applications will be processed in the same way.

Person specifications and job descriptions will be limited to those requirements that are necessary for the effective performance of the job.

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

When assessing the suitability of a disabled job applicant, we will consider what reasonable adjustments can be made to work provisions, criteria and practices, or to work premises, in order to ensure that the disabled person is not placed at a substantial disadvantage in comparison with persons who are not disabled.

If it is necessary to assess whether personal circumstances will affect the performance of the role (for example, if the job involves unsociable hours or extensive travel), this will be discussed objectively, without detailed questions based on the protected characteristics or assumptions about the protected characteristics.

FLEXIBLE WORKING

Eligibility

In order to make a request under this policy, you will need to satisfy the following conditions:

- Be an employee
- Have worked for the Company continuously for at least 26 weeks at the date the application is made
- Not have made another application to work flexibly during the past 12 months.

Applying to Work Flexibly

Any request for a variation must relate to:

- The hours you are required to work
- The time when you are required to work
- The place where you are required to work

You must apply in writing to HR/your Line Manager and include the following information;

- The variation you are seeking and the proposed commencement date
- An explanation of the effect you think the change would have on the organisation and how it might be dealt with.

Within a reasonable time of receiving the request, a meeting will be arranged with you to discuss it. This provides us and you with the opportunity to explore the proposed work pattern in depth and to discuss how best it might be accommodated. It also provides an opportunity to consider alternative working patterns should there be problems in accommodating the work pattern outlined in your application. You can, if you want, bring with you a fellow employee as a companion.

We will consider the request reasonably and you will be notified of whether we agree to the new work pattern. If the request is rejected, you will be given the reason(s) as to why the application can be accepted and informed of your right of appeal.

Please note that each request for flexible working will be dealt with individually, taking into account the likely effects the changes will have on the business, the work of the department in which the employee is employed, his/her work colleagues and the particular circumstances of the case. If we agree to one employee's request for flexible working, this does not set a precedent or create a right for another employee to be granted the same or similar change to their work pattern.

A request can be rejected for one or more of the following reasons:

- The burden of additional costs
- An inability to reorganise work amongst existing staff
- An inability to recruit additional staff
- A detrimental impact on quality
- A detrimental impact on performance
- Detrimental effect on ability to meet customer demand
- Insufficient work for the periods you propose to work
- A planned structural change to the organisation

Appealing Against the Decision

If your application is rejected, you will have a right of appeal within a reasonable period of time

All requests, including any appeals, must be considered and decided on within a period of three months from first receipt, unless we both agree to extend this period

Accepted applications will result in a permanent change to your terms and conditions of employment unless otherwise agreed.

SICKNESS ABSENCE

1. Absence notification (including sickness absence)

If an employee is absent from work for any reason and the absence has not previously been authorised, he/she shall inform their line manager at least one hour **prior** to their shift start time on the first day of absence. Please note that it is not acceptable for anybody else to call on behalf of the employee, unless the employee is too unwell to make contact. Also, text messages are not acceptable, unless due to working during 'unsociable hours'. If this is the case the text message should be followed up by a telephone call to line manager during the first working day the employee is absent. In the case of any absences of uncertain duration, an employee shall keep their line manager regularly informed of its expected duration.

If the employee does not contact his/her manager by the required time as stated above, the line manager (or HR) may attempt to contact the employee.

2. Sick pay

We operate a Statutory Sick Pay scheme. Statutory sick pay (SSP) is paid at £88.45 a week (as at May 2016). Tax and National Insurance will be deducted. It is not paid for the first three days of illness (unless an employee has received SSP within the last eight weeks). It is paid for the days an employee normally works ('qualifying days').

For sickness absence lasting more than three consecutive days but less than eight days, to claim SSP from the fourth consecutive day of the absence the employee is required to complete a self-certification form (available from HR or line manager) on return to work, which should be submitted to Payroll Manager via the line manager, on the first day back.

If an employee is absent from work due to sickness or injury for more than seven days, he/she is required to obtain a 'fit note' (formerly 'sick note') from their GP (or hospital if applicable) and forward it without delay to their line manager who will pass it on to Payroll Manager. Further certificates should be submitted for as long as the illness lasts. For studio staff the absence must also be recorded on Jingle Jangle by line manager.

The Company reserves the right to request relevant medical evidence of incapacity to work for any period of absence. Where the absence was less than seven days, The Company will cover the cost of the doctor's note.

3. Sickness and annual holiday leave

If an employee is sick or injured immediately prior to taking their pre-arranged holiday entitlement, they must inform their line manager prior to their shift start time on the first day of their sickness or injury of their condition and state whether they wish to postpone their pre-arranged holiday entitlement to a later date. Thereafter the employee must inform their line manager each day that he/she is sick or injured and regards themselves as being unable to work.

Any claim by an employee for payment of sick pay and to postpone any pre-arranged holiday leave or to claim holiday leave in lieu of a period of time whilst they are sick or injured will only be granted on the condition that the employee complies with the above notification requirements and provides us with a doctor's note which is satisfactory to us, describing the illness or injury, providing an opinion on whether the employee is or is not fit for work (taking into consideration the type of work undertaken by the employee) and advising on the length of time they recommend that the employee is unable to work.

This arrangement will not cover bank holidays.

If we discover that the employee's claim is in any way untrue or in breach of this policy then the employee may be disciplined in accordance with our disciplinary procedure. In certain circumstances, this may be regarded as gross misconduct.

4. Long term absence

Long term absence is defined as a continuous absence of more than 4 consecutive weeks due to ill health. In these circumstances, either employee's line manager or a member of the HR will maintain regular contact with the employee and meet with him/her, providing that his/her health permits, to discuss the employee's health condition, any treatments received and, if appropriate an expected return date.

Where an employee's absence exceeds 4 consecutive weeks, The Company reserves the right to request a medical report from the employee's doctor and/or refer the employee to an Occupational Health advisor for a further opinion.

Occupational Health will be asked to assess the likely length of absence, the long term effect on capability with regard to attendance and performance and any adjustments which could be made to facilitate the employee's return to work. If an employee does not agree to his/her medical notes being made available or an assessment by an independent Occupational Health advisor, The Company may be required to make a decision based solely on the evidence available to The Company.

In the event that an employee becomes incapable of performing his/her role due to health reasons, suitable alternative employment will be considered, with particular reference to any recommendations made by the Occupational Health advisor. Suitable alternatives will be discussed with the employee, however, should the employee choose not to accept an alternative position, it may be necessary to invoke the Company's disciplinary procedures, which may ultimately result in dismissal on the grounds of the capability.

Given the nature of long term sickness, the many varied forms it may take and the differing circumstances surrounding each case, flexibility will be given when implementing the procedure. Consideration will always be given to the possibility of a phased return to work together with temporary/permanent changes to the employee's job description and/or work environment.

5. Sickness absence monitoring – Bradford Factor

The Company expects all employees to have a high standard of attendance and whilst it is recognised that absences occur from time to time due to illness or incapacity, due to its nature The Company has a need for reliability and regularity of attendance. Therefore, in order to maintain acceptable absence levels within The Company, we have introduced a system for the monitoring and control of sickness absence. This system in no way seeks to penalise genuine sickness absence, but it does introduce a transparent and fair means of dealing with frequent incidents of absence. It is calculated by taking the number of incidents and multiplying it by the total number of days absent.

This system is based on the "Bradford Factor", which is a formula that measures absence in a manner that gives more weight to frequency of absence than to the total number of days of absence.

The formula is:

Incidents of absence x incidents of absence x total number of days absent

Examples:

1. A total of 3 days absence in the last 52 weeks could give different scores as follows:

One spell of absence covering 3 days equals $1 \times 1 \times 3 = 3$ points

Two spells of absence covering 3 days equals $2 \times 2 \times 3 = 12$ points

Three spells of absence covering 3 days equals $3 \times 3 \times 3 = 27$ points

2. A total of 5 days absence in the last 52 weeks could give different scores as follows:

One spell of absence covering 5 days equals $1 \times 1 \times 5 = 5$ points

Two spells of absence covering 5 days equals $2 \times 2 \times 5 = 20$ points

Three spells of absence covering 5 days equals $3 \times 3 \times 5 = 45$ points

Four spells of absence covering 5 days equals $4 \times 4 \times 5 = 80$ points

Five spells of absence covering 5 days equals $5 \times 5 \times 5 = 125$ points

After each sickness absence an employee is given a Return to Work interview with their line manager/Team Leader.

If an employee's Bradford Factor score reaches 40 -49 in a 12 month period, the employee will be asked to attend an informal Welfare Meeting to discuss the pattern of absence and identify whether the employee has any underlying medical conditions, difficulties at home or work and whether additional support is required.

Where an employee reaches a Bradford Factor score of 50 -124, once again, the matter will be discussed informally with the employee and that discussion may result in the issue of a verbal warning, which may be confirmed in writing.

The Company's formal Disciplinary procedure will not be invoked until an employee has a Bradford Factor score of 125 or more. Persistent absence may result in further action which may include first written warning, final written warning and finally dismissal as per the summary table below. However, we may at any time consider the level of warning we are issuing taking into consideration the reasons an amount of unauthorised absence that has been taken

A decision may be made at any meeting as to whether further medical advice is required, either from an Occupational Health Advisor or from a GP medical report. The Company reserves the right to refer an employee to its Occupational Health advisor to ascertain whether any additional support can be provided to the employee to assist him/her in improving his/her absence record.

Total score:	Potential outcome:
40 – 49	Welfare meeting
50 - 124	Verbal warning
125 - 399	First written warning
400 - 649	Final written warning
650 - over	Dismissal Level

Full consideration will be given to any underlying medical problems and/or disability; should the Company be aware and accept that an employee has a disability covered under the Equality Act 2010, then the following triggers will be applicable.

Total score:	Potential outcome:
40 – 59	Welfare meeting
60 - 149	Verbal warning
150-479	First written warning
480 - 779	Final written warning
780 and over	Dismissal Level

A warning may be issued at the level appropriate to your score, even if you do not already have a live warning on your record.

As absence is recorded on a rolling 12 month period, an absence record will not be used for the purpose of calculating the Bradford Factor score on its 12 month anniversary. For example, an absence on 1st January 2014 would be 'removed' for the purposes of calculating the Bradford score on 1st January 2015.

HEALTH AND SAFETY POLICY STATEMENT

Our Statement of General Policy is:

Where it is reasonable and practicable, it is the policy of Gemporia Limited to foster a positive health and safety culture throughout the company because we believe that high standards of health and safety are a moral and commercial pre-requisite.

The Company is committed to:

- Providing adequate control of the health and safety risks arising from our work activities by means of suitable and sufficient Risk Assessments
- Maintaining safe and healthy working conditions, and adequate welfare facilities
- Providing and maintaining safe plant and equipment, including all Personal Protective equipment where needed
- Ensuring safe handling and use of substances that may be harmful
- Ensuring all employees are competent to do their tasks, and to giving them adequate training, instruction and supervision
- Working to prevent accidents and cases of work related ill health
- Consulting with our employees on matters affecting their health and safety

- Reviewing and revising this policy annually or when change takes place
- The Company's stated aims and objectives for the year 2016 are:
 - To ensure all H&S documentation is reviewed, up to date and fit for purpose
 - To create a training matrix for all staff
 - To carry out workplace safety surveys in a timely manner and on a regular basis
 - To update all Risk Assessments as required

Mark Jackson (Operations Director)

Organisational Responsibilities

Overall and final responsibility for health and safety is that of:

Mark Jackson (Operations Director)

Day-to-day responsibility for ensuring this policy is put into practice is delegated to:

Liam Coakes - Facilities Manager

To ensure health and safety standards are maintained/ improved, the following people have responsibility in the following areas:

Liam Coakes: General Health and Safety, risk assessments and facilities management

Philip Grant: Legal register holder and H&S consultant

Department Heads: General H&S awareness

All employees must:

- Co-operate with supervisors and managers on health and safety matters;
- Not interfere with anything provided to safeguard their health and safety;
- Take reasonable care of their own health and safety; and
- Report all health and safety concerns to an appropriate person, for a full copy of this statement please contact the Operations Direct, Facilities Manager or the HR Department

INTELLECTUAL PROPERTY

For the purposes of this section, 'Intellectual Property Rights' (IPRs) include letters patent, trademarks whether registered or unregistered, service marks whether registered or not, registered or unregistered designs, utility models, copyrights (including design copyrights), semi-conductor topography rights, database rights and all other intellectual property and similar proprietary rights, applications for any of the foregoing and the right to apply for them in any part of the world and including (without limitation) all such rights in materials, works, prototypes, inventions, discoveries, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, the style or presentation of the goods or services, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to any of the above-mentioned business names whether registrable or not, moral rights and any similar rights in any country.

During the period of employment, employees are always under a special obligation to further the interests of the business in respect of IPRs.

An employee must promptly disclose to his/her line manager in writing all IPRs originated, conceived, created, written or made by him/her alone or with others which may be of benefit to us, or which relate directly or indirectly to the business (except only those IPRs originated, conceived, created, written or made by him/her wholly outside his/her normal working hours, and which are totally unconnected with his/her job duties).

To the extent permitted by law, an employee will assign all such IPRs created by him/her in the course of his/her employment to us and such IPRs shall be owned absolutely by us, and will so vest in us. We shall be entitled to make such additions, deletions, alterations or adaptations to or from any such IPRs as we shall in our absolute discretion determine. The employee shall waive any moral rights that it may be entitled to now or in the future in any part of the world.

To the extent that any rights in the IPRs remain vested in an employee, the employee agrees to hold in trust for us any such IPRs. An employee also agrees to enter into all such documents and do all such things necessary or as we may require, to ensure, whether by assignment or otherwise, our ownership of the IPRs, and he/she agrees to waive all moral rights. He/she will not seek to register his/her own ownership of any such rights, and neither will he/she be entitled to receive any additional payment in respect of any IPRs.

These provisions on IPRs remain in force notwithstanding the termination of employment.

INTERNET AND ELECTRONIC COMMUNICATIONS POLICY

Purpose and scope

In this policy:

1. 'Staff' refers to all individuals working for us at every level or grade, whether they are employees, workers, contractors, consultants, agency workers, volunteers, trainees or on work experience
2. 'Communication equipment' refers to any equipment used to access the internet or intranet or to communicate electronically, such as, but not limited to, texts, emails, faxes or online postings
3. 'Texts' refers to SMS, MMS, and instant messaging

This policy aims to deal with the use and misuse of our communication equipment, and the inappropriate use of the internet and intranet and electronic communications by staff. These may cause the following:

1. Economic loss
2. Damage to our reputation
3. Loss of productivity
4. Complaints from members of staff or our customers/clients
5. Liability for discrimination or harassment.

Acceptable use

We expect all of our communication equipment to be used in a professional manner. They are provided by us at our own expense for our own business purposes. It is the responsibility of each member of staff to ensure that they are used for proper business purposes and in a manner that does not compromise our business in any way.

Members of staff may access and use our communication equipment in order to undertake their usual day-to-day activities and perform their obligations and duties, subject to any restrictions that are required for reasons of security, legal compliance, data protection, health or safety or which have been imposed following previous incidents of misuse.

We will permit minor and essential personal use of communication equipment outside of a member of staff's normal working hours (including during any unpaid lunch break), so long as it does not conflict with their contractual obligations, duties or responsibilities, our financial or business interests or this or any other policy in this handbook (such as the policies dealing with data protection and harassment).

Personal use of telephones and mobile phones is covered by a separate policy

Use of other equipment, our computer network and other systems is covered by a separate policy.

Excessive personal use of our communication equipment or abuse of this policy may result in our refusing to allow continued personal use of our communication equipment, restricting access to use of email and the internet (such as by preventing access to certain websites) or placing such other restrictions as we deem to be necessary in the circumstances.

Personal use of our communication equipment may be monitored (see below).

Restrictions and unacceptable use

Staff must not damage or destroy our communication equipment. Vandalism or intentional unauthorised interference with our communication equipment constitutes an act of gross misconduct and could result in summary dismissal or immediate termination of contract.

Our communication equipment should not be used for any reason other than for its intended purpose.

Storage of personal files

Staff should not use our communication equipment to store their own personal files, information or data such as contacts, photographs and music files. We will not be responsible for protecting such personal files, information or data from loss or damage caused by viruses or spyware or for any loss suffered because they have been deleted, corrupted or unlawfully accessed, copied or disclosed to third parties.

Texts, emails and facsimiles

Maintaining confidentiality

Staff should not:

1. Transmit anything in a text, email or fax message which they would not want a third party to read
2. Communicate matters of a sensitive or personal nature by text, email or fax
3. Send or forward confidential material or information by text, email or fax without obtaining prior authority of their line manager. All confidential external or internal communications sent by text, email or fax should be marked 'private and confidential'.
4. Send or forward a text, email or fax message over an unsecure network. Alternative forms of communication should be used if security may be in doubt. All confidential information or documents should, if using email, be encrypted.

Offensive messages

Staff must not send or forward messages (including messages containing or attaching jokes, cartoons, videos, or links to websites) which address or fax machine.

Other restrictions

are, or could be regarded as being, offensive, obscene, demeaning, defamatory, discriminatory, abusive, racist, harassing or derogatory. This also applies to such messages that have been sent or forwarded from a personal phone, email account or fax machine to a work telephone or mobile phone, email

Staff should not:

1. Send an email or fax which does not contain our standard disclaimer, notice to an unintended/wrong recipient, and information required by law (if appropriate)
2. Without prior written consent of their line manager, send messages agreeing to terms or enter into a contractual relationship on our behalf. Note that a name typed at the end of an email is regarded as a signature.
3. Send or forward material or information which has, or is suspected to have been, obtained in breach of an obligation of confidentiality
4. Send or forward material or information which has, or is suspected to have been, obtained in breach of our intellectual property rights or that of a third party (such as breach of copyright)
5. Send or forward messages using any name other than their own
6. Open texts, emails or, in particular, attachments sent from an unknown source
7. Send or forward chain or junk mail or messages containing 'office gossip'
8. Send frivolous messages or unnecessarily copy or forward texts, emails or faxes to those who do not have a real need to receive them, as this may result in congestion of our telecommunications and/or computer networks

Staff should be aware that:

1. Electronic messages are admissible as evidence in legal proceedings
2. Deleting an email or text message does not mean that it cannot be recovered
3. Internal messages are not necessarily private and confidential, even if marked as such. The confidentiality of internal communications is better ensured if they are sent by internal post, if available, or delivered personally by hand.

The internet

Staff must not:

1. Access or view websites (including images or other available content) that are illegal, immoral, obscene, racist or offensive to others, such as websites containing pornographic material
2. Download material from a website (including images or other available content) that is illegal, immoral, obscene, racist or offensive to others
3. View or use webmail services (such as Hotmail or Gmail), unless they have obtained prior written consent of their line manager
4. Engage in computer hacking or other related activities
5. Download or upload content (including images) to or from the internet that is obtained in breach of a third party's intellectual property rights
6. View or use social networking websites (such as Facebook, Bebo and Twitter), YouTube, chatrooms, or websites that allow users to share media or place a message or blog, unless they have obtained prior written consent of their line manager and/or it is part of their job role.
7. View or use gambling websites
8. View or use SMS or instant messaging services unless it is part of their job role or part of company's internal communication system
9. Download programs or software from websites unless they have obtained prior written consent of their line manager and an administrator of our electronic systems
10. Commit us to any form of contract or obligation through the use of the internet
11. Subscribe to website newsfeeds, blogs, mailing lists or other forms of subscription unless they have obtained prior written consent of their line manager
12. Place postings on a website without obtaining prior written approval from their line manager. If permission is granted, the member of staff must ensure that the information being posted reflects our standards and policies, is not confidential or sensitive to our business and does not breach the copyright of a third party. For more information please see the company's Social Media policy.

The above lists are non-exhaustive. Staff should not otherwise access or use the internet or a website in any other way that may expose us to any civil liability; could potentially damage our computer networks, servers, data or reputation; or could result in a complaint being made to us by a member of staff, our customers or clients, business partners or a third party.

Security

General

All members of staff are required to take reasonable steps to protect our communication equipment from unauthorised access and harm.

Staff are responsible for the general security of our communication equipment, which includes:

1. Ensuring that it is kept in a safe place at all times, particularly when travelling
2. Not allowing it to be used by anyone else, unless given prior authority to do so
3. Ensuring that it is always password protected to prevent unauthorised access
4. Turning off or locking it when left unattended

Passwords

Staff must not disclose password(s) for communication equipment to another person (including another member of staff) or allow them to be used, unless the other person is an administrator of our electronic systems, or they have been given prior authority to do so.

Staff must ensure that they regularly change the access password(s) for any communication equipment provided for their use. The current access password(s) must be provided to their line manager before a member of staff stops working for us.

If a member of staff anticipates that someone may need access to their electronic files in their absence, then they should arrange for the files to be copied to somewhere where that person can access them.

Viruses

Staff must not open or run any unknown or unrecognised applications. These should be deleted immediately upon receipt without being opened.

Staff should be vigilant and exercise caution when reviewing incoming emails. If an email is received from an unknown or unrecognised source or appears suspicious, then it should be reported to an electronic systems administrator, who should also be informed immediately if any communication equipment is, or is believed to be, infected by a virus.

We reserve the right to block access to email attachments or refuse to transmit emails if we believe that there is a security risk to our communication equipment.

Interference with communication equipment

Staff should not destroy, modify, disable or otherwise interfere with any of our communication equipment, as this could harm our business and may cause financial loss or damage to our reputation.

Installing software and adding hardware

Staff should not download or install any software or applications onto our communication equipment, without obtaining prior authorisation from their line manager

Staff must not directly or indirectly (through the use of Bluetooth or other wireless technology) connect their own hardware devices (such as printers, USB memory sticks or flash memory cards) to our communication equipment without the prior approval of an electronic systems administrator.

Use of third party Wi-Fi services

Use of Wi-Fi services outside of our property poses a serious and real risk to the security of our electronic systems, data and information.

Staff using Wi-Fi enabled communication equipment outside of our property must ensure that, if required, it is connected using a secure network and in accordance with any advice provided from time to time by an electronic systems administrator, or that access to Wi-Fi on their communication equipment is disabled.

Monitoring

We are able, and reserve the right, to monitor all communications (including personal ones) made using email, telephones, the internet, voicemail and use of the internet.

We also record images taken from our internal and external security CCTV cameras, which are used for security purposes and the detection of crime.

Monitoring is only undertaken to the extent required or permitted by law and as necessary for our legitimate business purposes.

Monitoring may take place in the following circumstances:

1. To comply with our regulatory obligations
2. To comply with our legal obligations, such as protecting staff from harassment
3. If we reasonably suspect that any member of staff is involved in an unlawful act (whether criminal or civil), such as acts of fraud or negligence
4. In order to protect our legitimate business interests such as protecting our intellectual property rights, confidential information and trade secrets, for training purposes and ascertaining that our policies and procedures are being complied with

Monitoring might include (but is not limited to):

1. Recording telephone conversations
2. Checking internet usage
3. Tracing which websites have been viewed
4. Checking email usage
5. Tracing where emails are being sent
6. Tracing the subject matter of emails
7. Retrieving the content of emails
8. Recording images captured from our CCTV security cameras

The information obtained from monitoring and recording may be used for:

1. Evidence in disciplinary proceedings
2. Evidence in court or tribunal proceedings
3. Matters concerning regulatory compliance
4. Legal compliance
5. Training staff

The information obtained from monitoring and recording may be disclosed to staff that are responsible for investigating alleged breaches of discipline, our professional advisers, our compliance officer, relevant witnesses or managers and other personnel involved in the disciplinary procedure. If necessary, such information may be handed to the police in connection with a criminal investigation.

Staff consent to monitoring (and recording) for the purposes stated in this policy, by use of or deriving a benefit from our communication equipment.

Consequences of breaching this policy

Any member of staff found to be in breach of this policy, such as for misuse or abuse of our communication equipment, may be disciplined under the disciplinary procedures or in certain circumstances summarily dismissed for gross misconduct or (in the case of non-employees) have their contracts terminated.

Misuse of the internet and the sending of inappropriate texts, emails or faxes can, in certain circumstances, constitute a criminal offence.

PCI – ROLES AND RESPONSIBILITIES

(Payment Card Industry Data Security Standards)

Overview

In accordance with Payment Card Industry Data Security Standards (PCI DSS) requirements, clearly defined roles and responsibilities need to exist for all roles that are part of the card holder environment. The purpose of this document is to define the relevant roles and responsibilities for staff within GEMPORIA who are part of the cardholder environment that deals with the processing, storage and transmission of customer's card holder data.

Responsibility for Maintenance

The Gemporia IT Director is responsible for ensuring that this document is kept current for the purposes of compliance with the Payment Card Industry Data Security Standards (PCI DSS) initiatives. The document must be reviewed and updated at least annually with the updated version rolled out to all concerned personnel.

Roles and Responsibilities

The following roles have been identified to be part of the Gemporia's Card Holder Environment (CDE)

Contact Centre

1. Complete the information security/ PCI awareness training
2. Avoid capturing of full card number (PAN) on any mediums during calls
3. All emails with card numbers (if any) to be reported to the Contact Centre manager
4. Any medium which contains the full PAN to be securely deleted
5. Validate the identity of the customer before processing the card payment
6. Report any suspicious activities to the IT Helpdesk

Finance Team

1. Validate that all chargeback letters have the full PAN masked
2. Secure all old/ archived copies of chargeback letters with full PAN
3. Validate the secure disposal of old paper copies with full PAN
4. Ensure that digital copies of documents containing full PAN is not transmitted over email
5. Ensure that the login credentials providing access to Acquirer's systems are managed effectively

Third Party Account Management

1. Validate the PCI compliance of all third parties who are part of GEMPORIA's CDE
2. Ensure that there is a written and current contract with all third parties
3. Maintain a list of all third parties who are part of the CDE with their PCI compliance status
4. Conduct third party reviews to ensure that the service is as stated in the contract

IT Support

1. Ensure that all reported PCI related incidents are captured and logged appropriately
2. Generate periodic reports around the incidents which are passed over to the IT director
3. Complete the information security/ PCI awareness training as required
4. Treat all PCI related incidents based on the issued guidelines
5. Ensure that payment card details are never captured either on paper or electronic media

IT Director

1. Reviews the PCI compliance/ incidents report periodically
2. Maintains the applicable policies/ documentation with regards to PCI
3. Provides management guidance and support to PCI related activities
4. Acts as the sponsor for PCI related activities at a senior management level

Gemporia Staff

1. Ensure that they are aware of relevant PCI controls if they do handle customer's payment cards as part of their job role
2. Complete the mandatory PCI awareness training as required by Gemporia

Conclusion

This document provides the responsibilities of various roles that are involved with Gemporia's card holder environment with the key objective of safeguarding and ensuring the secure handling of customer's payment card data. New roles may be added based on changes within the business to make the card handling efficient and compliant with the requirements of the PCI DSS standard.

SOCIAL MEDIA POLICY

As we all continue to utilise social media such as Facebook, Twitter, LinkedIn and blogs in our work and personal lives, it is important to remember that we must be careful about the information we share through such services. In particular, we need to be especially careful about confidential and proprietary Company information. References to Gemporia in this document cover all brand entities, including: Gemporia, Gems, the Lounge and Gem Collector and also includes all upcoming Gemporia brands.

We value a workplace environment that promotes open and appropriate information sharing, however in the course of your work you often have access to confidential information which is not for public disclosure and this can include financial, product or contractual information and it is completely unacceptable to share any of this information online.

The guiding principle is that you should not engage in any improper activity online that you would not engage in offline. All of the ethical standards contained in our Employee Handbook apply to all activities online and offline associated with your job responsibilities or your online comments about Gemporia Limited.

You are therefore requested to exercise good judgment and refrain from comments that can be interpreted as slurs, demeaning or inflammatory. Social media is full of varied opinions and whilst it is positive to share yours it is not acceptable to make racist, sexist, discriminatory or inappropriate comments. Breach of this policy could lead to summary dismissal for gross misconduct.

Guidelines for Interaction about Gemporia on the Internet

If you make comments on any websites, including Gemporia's own website or write a blog that mentions

Gemporia and / or our current and potential products, employees, partners, customers, and competitors, identify that you are an employee of Gemporia and that the views expressed on the blog or website are yours alone and do not represent the views of Gemporia.

Unless given permission by a Board Director, you are not authorised to speak on behalf of Gemporia, nor to represent that you do so. It is a breach of contract if you are to open your own Facebook page under the Gemporia name, you are forbidden on opening a brand page, all Gemporia consumers must be directed to the relevant Gemporia Facebook page. All TV presenters wanting to promote their channel should contact the PR & Marketing Manager directly.

If you are developing a site or writing a blog that will mention Gemporia and / or our current and potential products, employees, partners, customers, and competitors, as a courtesy to Gemporia, please let your line manager and the PR & Marketing Manager know that you are writing them. They may choose to visit from time to time to monitor these pages.

Protecting company confidentiality and integrity

You may not share information that is confidential and proprietary about Gemporia and all such confidential information is the property of the Company. This includes information about trademarks, uploading/usage of images & videos, upcoming product releases, sales, finances, number of products sold, number of employees, Company strategy, and any other information that has not been publicly released by Gemporia.

These are given as examples only and do not cover the range of what Gemporia considers confidential and proprietary. If you have any question about whether information has been released publicly or doubts of any kind, speak with the PR & Marketing Manager before releasing information that could potentially harm Gemporia, or our current and potential products, employees, partners, and customers.

The Gemporia logo and trademarks may not be used without explicit permission in writing from the Company. This is to prevent the appearance that you speak for or represent Gemporia officially.

Respect and Privacy Rights

Speak respectfully about Gemporia and our current, past and potential employees, customers, partners, and competitors. Do not engage in name calling or behaviour that will reflect negatively on Gemporia's reputation. Note that the use of copyrighted materials, unfounded or derogatory statements, or misrepresentation is not viewed favourably by Gemporia and can result in disciplinary action up to and including dismissal.

Gemporia encourages you to write knowledgeably, accurately, and using appropriate professionalism. Despite disclaimers, your Web interaction can result in members of the public forming opinions about us and our employees, partners and products.

Honour the privacy rights of our current employees by seeking their permission before writing about or displaying internal Company happenings that might be considered to be a breach of their privacy and confidentiality.

Competition

You may not sell any product or service that would compete with any of Gemporia's products or services without permission in writing from a Board Director. This includes, but is not limited to training, books, products, and freelance writing. If in doubt, discuss this with the PR & Marketing Manager.

Your Legal Liability

Recognise that you are legally liable for anything you write or present online. You can be disciplined by Gemporia for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libellous, or that can create a hostile work environment. You can also be sued by Company employees, competitors, and any individual or Company that views your commentary, content, or images as defamatory, pornographic, proprietary, harassing, libellous or creating a hostile work environment.

External Media Contact

It is unacceptable for any Gemporia employee, other than the PR Department to engage with Media contacts about Gemporia and our current and potential products, employees, partners, customers, and competitors. All enquiries should be forwarded to the PR department.

This does not specifically include your opinions, writing, and interviews on topics aside from our company and our current and potential products, employees, partners, customers, and competitors.

This does not affect your rights regarding whistle blowing, but you should be aware that this will only apply where a disclosure is made in good faith and where you reasonably believe that the information disclosed and any allegation contained in it are substantially true. If any disclosure is made in bad faith (for instance, in order to cause disruption within the Company), or concerns information which you do not substantially believe is true, or indeed if the disclosure is made for personal gain, then such a disclosure will constitute a disciplinary offence for the purposes of the Company's Disciplinary Policy and Procedures and may constitute gross misconduct for which summary dismissal is the sanction.

TELEPHONE AND MOBILE PHONE USAGE

Telephone lines

Telephone lines are for use by employees exclusively in connection with our business. We do however recognise that there may be times where it will be required for employees to make a personal call. Please ensure that prior to engaging in a personal call you receive permission from your line manager. Failure to require the necessary permission may result in disciplinary sanction and financial compensation of the cost of the calls back to the Company.

The Company reserves the right to access records or recordings of calls should the Company feel the above is not being adhered to.

Mobile phones

Personal mobile phones are allowed in the business with the exception of in the Contact Centre and Warehouse (unless with the authority of the Head of Department). Please note however that if the use of a personal mobile phone is noted to interfere with an employees' output this will be investigated by the employees' line manager and referred to HR for potential disciplinary action if required.

MATERNITY LEAVE

Introduction

This document sets out our policy relating to new and expectant mothers (women who are pregnant, have given birth within the last six months or are breastfeeding), maternity leave, maternity pay and all other relevant issues.

If an employee has any questions relating to this policy, he/she should contact a member of the HR department.

All information provided in this document (including references to statutory pay) is valid as at May 2016. We will update this document as soon as any changes are made by the Government; however the latest information is also available from <https://www.gov.uk/maternity-pay-leave>

Risk assessments

We will carry out a specific health and safety risk assessment if we have been notified in writing by a new or expectant mother that she is pregnant, has given birth within the last six months or is breastfeeding (written evidence from a GP or a registered midwife must be provided if requested by us). The risk assessment shall take into account any written advice provided by their health professional.

If any risks are identified, then we will take action to remove, reduce or control the risk.

If the risks cannot be removed and the new or expectant mother is an employee, then we will implement the first feasible alternative from the following list:

1. Temporarily adjust her working conditions and/or hours of work
2. Offer her suitable alternative work (at the same rate of pay)
3. Suspend her from work on paid leave for as long as necessary to protect her health and safety and, if applicable, that of her unborn child

If the risks cannot be removed and the new or expectant mother is a temporary agency worker, then we will implement the first feasible alternative from the following list:

1. Temporarily adjust her working conditions and/or hours of work, so long as she has already accrued the requisite 12-week qualifying period
2. Inform her recruitment agency that an adjustment has not been possible

Managers should regularly monitor the work being undertaken by new or expectant mothers. This must be done during pregnancy, and also during the six months after the birth and while breastfeeding. This is important to ensure their continuing ability to work safely.

New or expectant mothers who find that their health is suffering or being adversely affected by their work should contact a member of the HR department.

Suitable facilities

A suitable place to rest or to express milk will be provided to expectant mothers who are still at work or mothers who are continuing breastfeeding following their return to work if requested.

Time off for antenatal care

Expectant mothers shall be entitled to reasonable time off (with pay – employees and agency workers who have passed the 12-week qualifying period) to keep appointments for antenatal care made on the advice of a registered medical practitioner, registered midwife or registered health visitor. If requested, an expectant mother shall produce, from one of these professionals, a certificate confirming pregnancy, along with some proof that an appointment has been made.

Right not to be subjected to detrimental treatment

Pregnancy-related absence, including absence in connection with antenatal appointments, will not be taken into account when considering absence levels (written evidence from a GP or a registered midwife must be provided if requested by us).

Maternity leave

Ordinary maternity leave

An employee will be entitled to take 26 weeks' ordinary maternity leave, no matter how long she has been employed by us and no matter how many hours she works each week. Subject to the eligibility requirements set out below, an employee will be entitled to statutory maternity pay for 39 weeks.

Additional maternity leave

At the end of an employee's ordinary maternity leave, she will be entitled to a further 26 weeks' additional maternity leave. Subject to the eligibility requirements set out below, an employee will be entitled to statutory maternity pay for a further 13 weeks. This will make the employee's total leave period a maximum of 52 weeks, during which the employee will be entitled to statutory maternity pay for 39 weeks.

Starting maternity leave

An employee can choose to start her maternity leave at any time after the start of the 11th week before the week in which her child is due, unless:

1. She is ill for a reason related to her pregnancy at any time after the start of the 4th week before her child is due, in which case, her maternity leave will automatically start on the first day of her absence; or
2. Her child arrives unexpectedly early and before she has started maternity leave, in which case, her maternity leave will start the day after her child is born.

Notification requirements

Notice an employee must give us

By the end of the 15th week before the expected week of the birth of her child (or, if that is not reasonably practicable, as soon as possible thereafter) an employee must notify HR in writing of the following:

1. That she is pregnant
2. The week her baby is expected to be born (note that for these purposes a week begins on a Sunday).
The employee should enclose a form MATB1 signed by her GP or midwife with her notice if already received.
3. The date when she intends to start her maternity leave
4. An employee is entitled to change her proposed start date by giving HR at least 28 days' written notice.
An employee can vary the start date to either:
5. A later start date by giving us at least 28 days' notice before the last start date she informed us of
6. An earlier start date by giving us at least 28 days' notice of the new proposed date

To work out the earliest date an employee can start her maternity leave a calculator available from gov.uk can be used: <https://www.gov.uk/plan-maternity-leave>

A template letter for the purpose of giving notice of pregnancy and maternity leave can be obtained from HR.

Compulsory leave

An employee is prohibited from working for a period of four weeks (in the Warehouse) or two weeks (rest of the

business) commencing with the day on which her child is born. This is a compulsory legal obligation intended to benefit both the employee and her new child.

Maternity pay

Eligibility for statutory maternity pay (SMP)

If an employee has at least 26 weeks' service by the end of the 15th week before her child is born and her normal weekly earnings are at least £109 per week she will be entitled to receive SMP. If she does not qualify for SMP, she may be able to claim state maternity allowance. A member of the HR department will be able to advise employees on how to claim this.

Terms of payment

SMP is payable for 26 weeks during an employee's ordinary maternity leave period, and for a further 13 weeks during her additional maternity leave period. An employee can expect to receive 90 % of her average weekly earnings for the first 6 weeks and then whichever is the lower of either the statutory rate current rates available from HR or 90 % of her average weekly earnings, for the remaining 33 weeks. As a company benefit, Gemporia pay a further 4 weeks at 90% of earnings in addition to the statutory 6 weeks. An employee's SMP will be paid into her bank account on the same date that she would have received her salary, and will be subject to the usual deductions for tax and National Insurance. For more detailed information regarding maternity pay, an employee can use a maternity pay calculator available on: <https://www.gov.uk/calculate-your-maternity-pay>.

Notice an employee must give us

To claim SMP, an employee must notify HR in writing of her absence on maternity grounds 28 days before she is due to receive her first payment or, if that is not reasonably practicable, as soon as possible thereafter. MATB1 certificate is also required - doctors and midwives usually issue these 20 weeks before the due date.

Contractual benefits

An employee's contract of employment will continue during the leave and they will receive the benefits of the terms and conditions of their employment for the duration, except salary.

Holidays

An employee will continue to accrue annual holiday during both their ordinary and additional maternity leave.

The employee may not take their annual holiday entitlement whilst on maternity leave. Any untaken annual leave must either be taken before their maternity leave begins, immediately after their maternity leave ends before returning to work or alternatively it can be carried forward to be used as part of their current holiday year entitlement on their return.

Keeping in touch (KIT) days

An employee may carry out up to 10 days' work for us during her maternity leave period without bringing her maternity leave to an end. This work may be work an employee is expected to do under her contract of employment, and may include training or any other activity undertaken for the purpose of keeping in touch with the workplace. This will not be permitted during the four weeks following the birth of an employee's child. Any days' work carried out will not have the effect of extending an employee's maternity leave period, nor her

entitlement to statutory maternity pay. Moreover, an employee may make reasonable contact with us from time to time without bringing her maternity leave to an end. We will not insist on an employee carrying out work during the maternity leave period, and an employee will not suffer any detriment for refusing to undertake such work.

Returning to work

Notification requirements

We will, within 28 days of receiving an employee's notification of intended absence, respond to the employee in writing setting out her expected date of return. If she intends returning to work at the end of her 52 week statutory maternity leave, she is not required to give any further notification to us.

Returning to work early

If an employee wishes to return to work before the end of her 52 week statutory maternity leave period then she must give at least 8 weeks' prior notice of the return date. Failure to give this notice may result in us postponing the employee's return to work.

Terms and conditions on returning to work

1. Ordinary maternity leave

An employee will have the right to return to work in the same job that she left before she started her maternity leave.

2. Additional maternity leave

An employee will have the right to return to the same job she left before her absence, or, if it is not reasonably practicable to permit the employee to return to that job, to another job which is both suitable for her and appropriate for her to do in the circumstances. An employee will have the right to return on terms and conditions no less favourable than those which would have been applicable to her had she not been absent from work.

Request to return to work on a flexible, part-time or job-share basis

If an employee wants to request a variation to her current contract of employment on return from maternity leave to create more flexibility in relation to her hours, the times she works or her duties she should follow the process for statutory flexible working. Please see Flexible working policy for more information.

Deciding not to return to work

If an employee decides not to return to work then we would ask her to notify a member of the HR department of her decision immediately.

If an employee is too ill to return to work

If an employee cannot return to work after maternity leave because she is ill, the normal sickness absence reporting process should be followed. For more information please see Sickness absence policy.

Parental leave following maternity leave

Employees with at least one year's continuous service can apply for Parental leave (which is unpaid) to be taken straight after maternity leave. For more information please see Parental leave policy.

Substituting maternity leave for additional paternity leave

Additional paternity leave gives an employee's husband, civil partner or partner a right to take between two and 26 weeks off work to help care for a child by dividing the employee's maternity leave entitlement between them. Qualifying criteria apply and it can only be taken if the employee returns to work without using her full 52 weeks' maternity leave entitlement. If an employee wants to return to work early from their maternity leave so that

their husband, civil partner or partner can take additional paternity leave, then they must comply with the above-mentioned notification requirements.

PATERNITY LEAVE

Introduction

This policy provides employees with a general outline of the statutory provisions relating to ordinary paternity leave and pay and additional paternity leave and pay.

If an employee has any questions relating to this policy, he/she should contact a member of the HR department. Alternatively more information can be found from <https://www.gov.uk/paternity-pay-leave>.

Ordinary paternity leave

Policy

Subject to the eligibility and notification requirements below, if an employee wishes to take leave to care for a new-born or newly adopted child or to support the child's mother or adoptive parent, he/she may be entitled to:

1. Either 1 or 2 whole weeks of ordinary paternity leave
2. Statutory ordinary paternity pay (SOPP)

Eligibility

An employee is entitled to take ordinary paternity leave if he/she:

1. Has been continuously employed by us for 26 weeks:
 - a) Before the end of the 15th week before the expected week of childbirth, and is either the biological father of the child or the mother's husband, civil partner or partner; or
 - b) Ending with the week in which the adoptive parent is notified of being matched for adoption, and is either married to, the civil partner or the partner of the adoptive parent; and
2. Has, or is expected to have, responsibility for the upbringing of the child where he/she is not the child's father.

We reserve the right to ask an employee to provide a self-certificate or declaration as evidence that he/she meets the above eligibility conditions.

Notification

If an employee wishes to take ordinary paternity leave, he/she must notify HR before the end of the 15th week before the expected week of childbirth or, in the case of adoption, no later than 7 days after having been notified of having been matched with a child, or as soon as reasonably practicable, of the following:

1. The expected week of childbirth or the date on which the adoptive parent was notified and the expected date of the placement
2. Whether he/she wishes to take 1 or 2 weeks' leave
3. The date he/she wishes his/her ordinary paternity leave to start

Starting your leave

An employee may start ordinary paternity leave:

1. On the date of birth or placement

2. A set number of days after the date of birth or placement
3. Another set date

Leave may start on any day of the week but must be taken within 56 days of the date of birth or placement.

If an employee wishes to change the start date, he/she must provide HR with 28 days' prior notice as soon as possible, unless this is not reasonably practicable.

Statutory ordinary paternity pay (SOPP)

If an employee qualifies for ordinary paternity leave on the above basis, he/she may be entitled to SOPP. As a benefit, Gemporia pay 1st week at 90% and 2nd week at SOPP

The rate of SOPP is currently the same as the standard rate of statutory maternity pay current rates available from HR or 90% of average weekly earnings whichever is lower. SOPP is paid in the same way as salary, subject to deductions for tax and National Insurance contributions.

To apply for SOPP please contact HR to obtain a form (SC3) complying with the above-mentioned notification requirements.

Terms and conditions during leave

During ordinary paternity leave, an employee will benefit from the terms and conditions which would have applied had he/she been at work, except for those concerning remuneration, specifically wages and salary. An employee will continue to accrue his/her contractual holiday entitlement in the usual way.

Returning to work

Following ordinary paternity leave, an employee will be entitled to return to the same job on the same terms and conditions which applied before he/she commenced paternity leave. However, if an employee takes a period of other leave such as parental leave of 4 weeks or more, as well as his/her paternity leave, his/her entitlement is to return to the same job or another suitable and appropriate job, and his/her remuneration, seniority and status will be maintained.

Fathers have a new right to time off to accompany their partners to antenatal appointments and can attend up to two appointments. This will be unpaid. If requested, a certificate confirming pregnancy, along with some proof that an appointment has been made should be produced.

SHARED PARENTAL LEAVE:

Is a new right that will enable mothers, fathers, partners and adopters to choose how to share time off work after their child is born or has been placed for adoption with new parent's. This could mean that the mother or adopter shares some of the leave with her partner, perhaps returning to work for part of the time and then resuming leave at a later date. If you require more information about Shared Parental Leave please contact a member of the HR Team

ADOPTION LEAVE

Adoption leave policy

This document sets out our policy on adoption leave. It mirrors, as far as possible, the maternity leave policy. The main difference is that adoption leave is available to both men and women (although where a couple adopt a child, only one parent will be able to take adoption leave). If an employee has any queries which are not answered or if an employee has any other questions about this policy they should contact a member of the HR department.

Adoption leave

Ordinary adoption leave

An employee will be entitled to take 26 weeks' ordinary adoption leave provided he/she:

1. Has been matched with the child for adoption
2. Has been continuously employed for a period of not less than 26 weeks ending with the week in which the employee was notified of having been matched with a child
3. Has notified the agency that he/she agrees that the child should be placed with him/her and the employee has agreed on the date of placement

During ordinary adoption leave an employee may be entitled to statutory adoption pay, subject to eligibility requirements set out below.

Additional adoption leave

At the end of an employee's period of ordinary adoption leave he/she is entitled to take a further 26 weeks' additional adoption leave which will make the total leave period a maximum of 52 weeks.

During the first 13 weeks of additional adoption leave an employee will be entitled to statutory adoption pay, subject to eligibility requirements set out below. Thereafter an employee will not be entitled to statutory adoption pay.

Starting adoption leave

An employee may choose to start his/her ordinary adoption leave on the date on which the child is placed with him/her for adoption, or up to 14 days before that date.

Notification requirements

1. An employee should notify HR of his/her intention to take adoption leave within 7 days of being matched with a child, or as soon as reasonably practicable thereafter. An employee should also provide HR with the matching certificate within one week of issue.
2. An employee must give HR 28 days' notice of when he/she wishes his/her adoption leave to start, unless this is not reasonably practicable. If it is not reasonably practicable to give 28 days' notice leave will start on the date the child is placed for adoption.
3. An employee is entitled to change their proposed start date by giving HR at least 28 days' written notice.

To work out the start and end dates of ordinary and additional adoption leave a calculator available from gov.uk can be used: <https://www.gov.uk/plan-adoption-leave>

Statutory adoption pay

Eligibility for statutory adoption pay ('SAP')

To be eligible for SAP an employee must:

- Have been continuously employed for at least 26 weeks ending with the matching week
- Earn on average at least the lower earnings limit for National Insurance calculated over the 8 weeks period prior to the matching week

Exceptions

In the following circumstances an employee will not qualify for Statutory Adoption Leave or Pay:

- Arrangement of a private adoption
- becoming a special guardian or kinship carer
- adoption of a stepchild
- having a child through surrogacy
- adopting a family member or stepchild

If an employee is in any doubt about whether he/she qualifies he/she should contact a member of the HR team.

Terms of payment

SAP is payable for a maximum of 39 weeks. An employee can expect to receive the lower of either the statutory rate or 90 % of his/her average weekly earnings whichever is lower. As a company betterment, Gemporia pay a further 4 weeks at 90% of earnings in addition to the statutory 6 weeks. The employee's SAP will be paid into his/her bank account on the same date that he/she would have received his/her salary, and will be subject to the usual deductions for tax and National Insurance.

Notice an employee must give us

To claim SAP an employee must give 28 days' notice in writing prior to receiving his/her first payment or, if that is not reasonably practicable, as soon as possible thereafter.

Proof of adoption

An employee must give us proof of adoption to qualify for Statutory Adoption Pay.

The proof must show:

- employee's name and address and that of the agency
- the match date – e.g. the matching certificate
- the date of placement – e.g. a letter from the agency
- the relevant UK authority's 'official notification' confirming they are allowed to adopt (overseas adoptions only)
- the date the child arrived in the UK – e.g. plane ticket (overseas adoptions only)

Keeping in touch (KIT) days

An employee may carry out up to 10 days' work for us during his/her adoption leave period without bringing the leave to an end. This work may be work an employee is expected to do under their contract of employment, and may include training or any other activity undertaken for the purpose of keeping in touch with the workplace. Any days' work carried out will not have the effect of extending an employee's adoption leave period, nor their entitlement to statutory adoption pay. Moreover, an employee may make reasonable contact with us from time to time without bringing their adoption leave to an end. We will not insist on an employee carrying out work during the adoption leave period, and an employee will not suffer any detriment for refusing to undertake such work.

Contractual benefits

An employee's contract of employment will continue during the leave and they will receive the benefits of the terms and conditions of their employment for the duration, except salary.

Holidays

An employee will continue to accrue annual holiday during both their ordinary and additional adoption leave.

The employee may not take their annual holiday entitlement whilst on adoption leave. Any untaken annual leave must either be taken before their adoption leave begins, immediately after their adoption leave ends before returning to work or alternatively it can be carried forward to be used as part of their current holiday year entitlement on their return.

Returning to work

Notification requirements

We will, within 28 days of receiving an employee's notification of intended absence, respond to the employee in writing setting out their expected date of return. If they intend returning to work at the end of their 52 week statutory adoption leave, they are not required to give any further notification to us.

Returning to work early

If an employee wishes to return to work before the end of his/her adoption leave period, then he/she must give at least 8 weeks' prior notice of the return date. Failure to give this notice may result in us postponing the employee's return to work.

Terms and conditions on returning to work

1. Ordinary adoption leave

An employee will have the right to return to work in the same job that she left before he/she started their adoption leave.

2. Additional adoption leave

An employee will have the right to return to the same job he/she left before their absence, or, if it is not reasonably practicable to permit the employee to return to that job, to another job which is both suitable for them and appropriate for them to do in the circumstances. An employee will have the right to return on terms and conditions no less favourable than those which would have been applicable to them had he/she not been absent from work.

Request to return to work on a flexible, part-time or job-share basis

If an employee wants to request a variation to their current contract of employment on return from adoption leave to create more flexibility in relation to their hours, the times they work or their duties he/she should follow the process for statutory flexible working. Please see the Flexible working policy for more information

If an employee is too ill to return to work

If an employee cannot return to work after maternity leave because she is ill, the normal sickness absence reporting process should be followed. For more information please see the Sickness policy.

Parental leave following adoption leave

Employees with at least one year's continuous service can apply for parental leave (which is unpaid) to be taken straight after adoption leave. For more information please see the Parental leave policy.

PARENTAL LEAVE

Entitlement to parental leave

Pay

All periods of parental leave are unpaid.

Continuous service requirement

To qualify for parental leave an employee must have one year's continuous service with us at the beginning of the requested leave period.

Eligibility criteria

To be eligible for parental leave an employee must:

1. Be a parent named on the birth certificate of a child; or
2. Have adopted a child under the age of 18; or
3. Have acquired formal parental responsibility for a child.

The permitted reason for taking parental leave

Where an employee is eligible to take parental leave, it may only be taken for the purposes of caring for such child.

When parental leave may be taken

Parental leave may be taken until a child's 18th birthday.

Taking time off for parental leave

Duration of parental leave

1. Parental leave can be taken for a maximum of 18 weeks for each child.
2. An employee may take parental leave in blocks of one week. He/she may not take more than 4 weeks in any year. If an employee is permitted to take leave in blocks of one week, but actually takes leave for a shorter period (e.g. one or two days), that will constitute a week's leave for the purposes of calculating his/her 18 weeks' leave entitlement, although the employee will continue to be paid as normal for the time he/she works.
3. If an employee works part-time or variable hours, he/she has an entitlement to 18 weeks' leave, but a week's leave for these purposes is the average hours the employee works in a week.

Procedure for notifying a request to take parental leave

1. Notice to be given

If an employee wishes to take parental leave, he/she should notify HR of the dates when he/she wishes his/her parental leave to start and end, at least 28 days in advance in order to account for unpaid leave on the payroll. If an employee wishes to take parental leave immediately on the birth or adoption of a child, he/she must request parental leave in the normal way and, in addition, give us 28 days' notice of the expected week of the birth or adoption of the child.

Where disability living allowance is awarded in respect of an employee's child, the above notice periods are reduced to 21 days.

2. Information to be provided

At the time of requesting parental leave, an employee should:

- a) Provide the name of the child in respect of whom the employee wishes to take leave, stating his/her date of birth and the employee's relationship to him/her
- b) Produce an appropriate birth or adoption certificate or such other documentation as we shall reasonably request
- c) Produce evidence of the child's entitlement to a disability living allowance (where relevant)
- d) Declare any periods of parental leave the employee has taken with a previous employer

Periods of leave with other employers

The period of 18 weeks' leave is the maximum an employee can take and periods of leave taken with a previous employer will be taken into account in calculating this period. We will expect an employee to declare any periods of leave with a previous employer either before or at the time of making a request for leave.

Postponing parental leave

General position

We reserve the right to postpone parental leave where the needs of the business make this necessary. We will attempt to agree a suitable alternative date when the parental leave can commence with employees. The leave will not be postponed to a date later than 6 months from the original date requested. If we deem it necessary to postpone parental leave, the employee will be notified in writing within 7 days of receipt of his/her request for parental leave. The employee will be given the reason for the postponement and the alternative dates on which parental leave can be taken.

Position where leave is taken immediately after the child's birth or adoption

We will not postpone leave if an employee wishes his/her parental leave to start immediately on the birth or adoption of a child providing he/she gives the notice stipulated above.

Claiming parental leave dishonestly

If an employee claims parental leave dishonestly, including claiming leave for purposes other than caring for a child, it will be treated as a disciplinary matter and will be dealt with in accordance with our disciplinary procedures. Behaving dishonestly in connection with requesting parental leave could amount to gross misconduct which may result in immediate termination of employment.

Contractual benefits

An employee's contract of employment will continue during the leave and they will receive the benefits of the terms and conditions of their employment for the duration, except salary.

Right to return to job after leave

Where the parental leave period is 4 weeks or less

An employee shall return to the job in which he/she was employed before his/her absence

Where the parental leave period is 4 weeks or less immediately after taking additional maternity/adoption leave OR where the parental leave period is more than 4 weeks

An employee will have the right to return to the same job he/she left before their absence, or, if it is not reasonably practicable to permit the employee to return to that job, to another job which is both suitable for them and appropriate for them to do in the circumstances. An employee will have the right to return on terms and conditions no less favourable than those which would have been applicable to them had he/she not been absent from work.

Further information

If an employee has any questions relating to any of the above policies, he/she should contact a member of the HR department.

CHILDCARE VOUCHERS

We operate a child care voucher scheme which is currently operated by Busy Bees. Childcare vouchers are an employee benefit available to all working parents. The maximum voucher value available each month is £243 for additional information regarding this, please log on to:

www.busybeesbenefits.com/contactus

Childcare vouchers are not just for under 5's in fact they can be used until your child is 16 years of age. They can be used to pay for all types of registered childcare, including day nursery, nannies, au pairs, holiday schemes and out of school clubs. Childcare vouchers are a well-recognised payment method for registered carers.

Tax credits

If you are currently receiving tax credits, you should contact HM Revenue & Customs to discuss your intention to take childcare vouchers. HM Revenue & Customs have put together a calculator to help you decide whether you would be better off receiving tax credits or, instead, taking childcare vouchers.

Statutory Maternity Pay (SMP)

SMP is worked out based on the average weekly pay you receive during the eight-week period, 15 weeks before your date of confinement (weeks 17 to 25 of your pregnancy).

As childcare vouchers reduce your pay due to the salary sacrifice, the amount of salary that you pay National Insurance contributions on is also reduced. As a result, any salary sacrifice you enter into during this eight-week period will reduce your entitlement to SMP. Childcare vouchers will not be provided during unpaid mat leave period

EYE TESTS

Protecting employees' eyesight against prolonged computer screen use is a legal requirement. By law employees using computer screens for a prolonged period of time should be provided with a free eye examination, which will be funded by the Company if requested.

The Company has chosen to nominate Spec Savers to carry out the eye tests. If any specific ailments are discovered the employee will be referred to an NHS practitioner for further help.

If you need to request an eye test then you should contact your line manager, who will forward your request to the Payroll Manager. An e-voucher will then be sent to your nominated email address. This voucher provides the following (as of May 2015, however this can be subject to change):

'A full eye examination at any Spec Savers Opticians in the UK up to the value of £25.00. On completion of the eye examination, should it be identified that a prescription is needed solely for VDU use, the voucher entitles you to select a pair of glasses from the £45.00 range free of charge. Alternatively, the £45.00 contribution can be used as an upgrade to other frame ranges. Also included in the voucher is a £20.00 discount when selecting a frame from the £99.00 range or above. This discount can be used in conjunction with the VDU glasses contribution, thus giving a total combined contribution of £65.00.

Please note that there is no requirement for the company to pay for contact lenses for VDU work.

MEDICAL EXAMINATIONS

We may require employees to undergo a medical examination to be conducted by a medical practitioner nominated by us at any stage of their employment. The cost of any such examination will be met by us. We will take into account the nature of an employee's illness (should any illness be discovered) and its possible impact on their ability to properly discharge their job duties and responsibilities, and the length or frequency of their absence or absences from work on the grounds of illness or injury.

Alternatively, we may request a medical report to be prepared by an employee's own general practitioner or consultant and, in this event, the employee will co-operate with us in providing a written consent in order to enable the medical report to be obtained.

All medical reports shall be prepared by a qualified doctor who examines the employee and states whether he/she has health problems that could affect his/her ability to do the work both in the short term and in the long term. It shall cover the likelihood of absenteeism and the physical and mental ability to do the job. It shall not report on matters which are outside the employee's fitness to work.

PENSION SCHEME

If you are eligible, the Company will automatically enrol you with effect from two months after the date when your employment starts. The Company will make the employer and employee contributions to the scheme required by law from time to time unless you choose to opt out. Once enrolled in the scheme you will receive a welcome pack from the People's Pension with all the relevant information. If you have any questions regarding the pensions, please contact a member of the HR team.

REIMBURSEMENT OF EXPENSES

General policy

Employees are entitled to be reimbursed for all reasonable expenses properly, wholly and exclusively incurred by them in the discharge of the employee's job duties, and which were authorised in advance (unless stated otherwise in their employment contract) by his/her line manager (or a director if the employee is a line manager). Employees are required to produce original receipts, tickets or invoices or such other evidence for their expenses as we may reasonably require.

Employees must submit their expenses within a reasonable time period from the point of expense, preferably within one month. The company reserves the right to reject claims beyond this reasonable time.

Claiming back expenses

Expenses claims forms should be completed and supported by original receipts, tickets, invoices or other forms of evidence which are to be attached to the form. Where appropriate the receipts should state the amount of VAT paid. The form should then be given to his/her line manager (or a director if the employee is a line manager) for approval. The employee should keep a copy of the submitted form and attachments for their own reference.

It is the employee's responsibility to obtain the authorisation of his/her line manager or directors. The required form is available from the Payroll Manager

Unauthorised and false claims

Unauthorised claims made for expenses that differ from those that were pre-authorised (such as a different type or amount) may not be paid.

Employees who are found to have made dishonest expense claims will be subject to disciplinary action under our disciplinary procedures. Depending on the circumstances of the case, such behaviour may be treated as potential gross misconduct, and could render an employee liable to summary dismissal.

Types of expenses

Travel

We will only reimburse legitimate business travel costs. This will not include travel which is:

1. Between an employee's home and usual place of work.
2. Mostly undertaken for an employee's personal benefit or purposes and only incidental business reasons.
3. To employee social events that take place after normal working hours.

Employees should select the most cost-effective method of travel.

Employees using their own vehicle can claim a mileage allowance in accordance with the company policy in force at the point of travel (30 pence per mile as of July 2016). We will require evidence of the mileage incurred and any cost of parking. Any penalty charges, such as for speeding and parking fines incurred during the course of the business use, will not be reimbursed under any circumstances.

Accommodation and meals

Employees should inform his/her line manager (or a director if the employee is a line manager) if they require overnight accommodation in good time before they travel. Any necessary overnight accommodation that is required during the course of an employee performing their duties will usually be arranged and paid for by us directly, except in the case of an emergency. If the employee arranges and pays for accommodation in an emergency situation then they should inform his/her line manager (or a director if the employee is a line manager) of their intention to do this at the earliest opportunity. The employee will be reimbursed the reasonable costs of accommodation in light of the circumstances.

The reasonable cost of meals (breakfast, lunch and dinner) and non-alcoholic drinks consumed by the employee will be reimbursed if an overnight stay away from the employee's home is required to fulfil their duties. These costs will not be reimbursed if they are included in the cost of the accommodation unless the employee has, in our opinion, a reasonable and justifiable excuse for not eating at the accommodation (such as having to attend a lunch meeting with clients or it not catering for their legitimate dietary needs). If, in our view, the employee's claim for these costs is excessive, taking into consideration the length of their stay, location, and legitimate dietary requirements, then the amount claimed will be reduced to a reasonable figure. For the avoidance of doubt, in the majority of cases we would expect the cost of a meal to be no more than that payable at a normal high-street restaurant chain.

Inoculations:

If your area of travel requires inoculations or malaria tablets then you should consult your NHS GP in good time and take any treatments as necessary and claim back any expenses from the Payroll Manager. It is your responsibility to ensure that you check in advance of travel.

Entertainment

If an employee intends to entertain any of our current or prospective customers or clients, a public official or any other person, whether within the UK or abroad, then they must obtain the permission of his/her line manager (or a director if the employee is a line manager) before making any arrangements.

An employee should provide his/her line manager (or a director if the employee is a line manager) with the following details:

1. The names and positions of the proposed attendees
2. The reasons for the entertainment and in particular how it is connected with our legitimate business activities/interests. For example, undertaken to enhance a prospective client's knowledge of our business or as a public-relations exercise to improve our image.
3. What form the proposed entertainment will take. For example, a restaurant meal or tickets to a sports event.
4. Where and when it is proposed to take place
5. Contact details of the proposed supplier(s) for the entertainment and their estimated costs
6. The overall estimated cost

RESIGNATION

Should an employee decide to leave us, written notice of his/her resignation must be given to his/her line manager. The amount of notice he/she is required to give to terminate his/her employment is set out in his/her contract of employment.

An early leaving date may be mutually agreed, at the absolute discretion of his/her line manager and subject to the requirements of the business.

A copy of the resignation letter needs to be forwarded to the HR Department. They will formally acknowledge it via an email or letter, confirm the last day of employment and provide details of the final salary payments due to the employee.

On the last day of work, it will be necessary for him/her to return to his/her line manager any items of employer property which are still in his/her possession, such as clothing, equipment, keys, swipe card, etc.

RETIREMENT

Policy purpose and scope

The purpose of this policy is to inform employees of:

- Our policy regarding retirement
- The procedure to be followed prior to an employee retiring

Where possible we aim to work with employees to accommodate their retirement plans and to encourage employees to discuss their plans with us in an informal environment.

No compulsory retirement age

We do not currently operate a policy of requiring our employees to retire when they reach a particular age. However, we will review this policy from time to time and it may be subject to change which may affect some or all our employees.

Retirement procedure

Employees may choose when they wish to retire.

If an employee wishes to retire then they should provide us with at least the amount of notice as required under the terms of their employment contract. However, wherever possible, we would welcome having as much advance notice of the employee's intended retirement as possible, so that we may plan for the future requirements of the business.

We may wish to arrange a meeting with the employee to discuss their decision to retire and other matters, such as confirming the date of the employee's last working day and investigating whether their retirement may be avoided or postponed, depending on the needs of the business at that time.

Discussing your future plans

We aim to encourage all our employees to discuss their short, medium and long term aims and aspirations so that we can help identify their training or development needs. This also allows us to discuss our future work requirements and what impact they may have on an employee.

We also aim to encourage all of our employees to openly discuss their future retirement plans with us at any time. Such discussions can be informal and will remain confidential.

Employees will not be discriminated against or treated detrimentally:

1. Because they have not informed us of their retirement plans
2. Due to their retirement plans. Nor will they be pressurised into fulfilling them.

We recognise that employees may change their mind or that unforeseen circumstances may force them to rethink their position.

Holding such discussions is mutually beneficial as it will help us identify how we can meet an employee's aspirations and allow us to make more informed decisions when considering the future plans of the business.

If an employee's retirement plans have changed from those previously communicated to us, then we should be kept informed of them by the employee, as soon as it becomes reasonably practicable for them to do so.

Equal opportunities

We are committed to applying our equal opportunities policy statement for all matters relating to an employee's employment which includes treating all our employees fairly, regardless of their age.

We aim to treat each employee consistently. However, this may not always be possible as an employee's treatment may differ due to their own particular circumstances.

General

This policy is non-contractual. Employees will be notified of any changes made to this policy.

SMOKE FREE POLICY

Purpose

This policy has been developed to protect all employees, service users, customers and visitors from any exposure to second-hand smoke and to assist compliance with the Health Act 2006.

Exposure to second-hand smoke increases the risk of lung cancer, heart disease and other serious illnesses.

Ventilation or separating smokers and non-smokers within the same airspace does not completely stop potentially dangerous exposure.

Policy

It is the policy of Gemporia that all our workplaces are smoke free, and all employees have a right to work in a smoke free environment.

Smoking is prohibited in all enclosed and substantially enclosed premises in the workplace.

This includes company vehicles. This policy applies to all employees, consultants, contractors, customers or members and visitors.

Smoking is permitted in designated areas within the car parks of the various sites only.

The use of electronic cigarettes is prohibited within any building.

Adherence to policy

The overall adherence to the policy and policy review rests with the company Operations Director however; all staff are obliged to adhere to the policy. Each Head of Department shall ensure all existing employees; consultants and contractors adhere to the policy. They will also give all new personnel a copy of the policy on recruitment/induction.

Appropriate 'no-smoking' signs are clearly displayed at the entrances to each site and in all smoke free vehicles.

Non-compliance

Smoking outside of these designated areas is prohibited and any breach may lead to disciplinary action for employees or requirement to leave the site if related to visitors or contractors.

Help to stop smoking

The NHS offers a range of free services to help smokers give up. Visit www.nhs.uk/smokefree or call the NHS Smokefree National Helpline on 0300 123 1044 for details.

HOLIDAY ENTITLEMENT

This policy applies from 1st July 2014.

The holiday year runs from 1 July to 30 June of each year. All leave should be taken during the current holiday year. **However**, If an employee has accrued more than 20 days they can 'sell' the unused days back at the end of

the holiday year, as long as the amount sold doesn't go under 20 days (which is statutory minimum and does not include public holidays).

Entitlements by Department

Production and Contact Centre: 20 days. This is pro-rated from 28 days, inclusive of Bank Holidays.

Warehouse Operatives: 20 days on joining, then 1 day after each complete 2 years of service up to a maximum of 25 days for 10 years' service. Additional Bank holiday allowance is confirmed in each employee's employment contract.

Office/Support Staff: 22 on joining, then 1 day after each complete 2 years of service up to a maximum of 25 days for 6 years' service. Additional Bank holiday allowance is confirmed in each employee's employment contract.

Team Leaders and Managers (apart from those on 7 day fortnight): 24 on joining, then 1 day for each complete 2 years of service up to a maximum of 28 days for 8 years' service. Additional Bank holiday allowance is confirmed in each employee's employment contract.

Directors: 25 on joining, then 26 after 2 complete years of service and 28 after 5 complete years of service. Additional Bank holiday allowance is confirmed in each employee's employment contract.

Requesting Leave

An employee shall give a minimum of 2 weeks' notice prior to the commencement of his/her holiday dates. These dates are to be agreed with the line manager before the holiday is taken. Any applications made at shorter notice will be considered on its merits and be subject to staffing requirements and the needs of the business and may be refused.

Statutory Public Holidays

Bank holidays are: New Years' day, Good Friday, Easter Monday, Early May bank holiday, Late May (Spring) bank holiday, Summer bank holiday, Christmas day, Boxing Day. However our Studios, Warehouse and Call Centre reserve the right to operate 365 days a year without any overtime or enhancement paid on these days.

In the event that the government announces one or more unique extra bank holidays in addition to those specified above then we shall not be obliged to honour the extra bank holiday.

Holiday entitlement shall continue to accrue normally during long term sickness absence and maternity leave. As we do not offer company sick pay employees are entitled to use annual leave to get paid during sickness absence, instead of claiming statutory sick pay. Please note that this doesn't stop Bradford Factor process being used and the absence is still logged as sickness. If you wish to use annual leave for sickness absence please speak to your line manager who will inform Payroll.

All employees are entitled to request unpaid leave. As a company we recognise that there may be different reasons why employees may need time off from the business and aim to support this as much as possible. This extra unpaid leave is discretionary and each case will be assessed by its individual merits. For more information how to request unpaid leave please contact HR.

For part-time employees holiday allowance will be pro-rated. HR/Payroll will confirm the individual allowance. Also, if an employee starts or leaves the employment during a holiday year, the employee's holiday entitlement shall be calculated on a pro rata basis. When an employee leaves, we shall be entitled to deduct an amount from the employee's salary in respect of any holidays taken in excess of his/her entitlement and/or seek to recover the same as a debt if the employee has already been paid the said excess.

Extra service days will only be granted from the next full holiday year (1st July).

Either Jingle-Jangle or holiday forms will be used for holiday recording purposes (except for Contact Centre and Warehouse who have their own systems) – only Payroll/HR can allocate holiday allowance at the beginning of each holiday year and it is the managers' responsibility to authorise holiday to be taken based on the needs of the business and ensure that the employees won't go over their holiday entitlement.

If you need further clarification regarding this policy please contact a member of the HR department.

LEAVE OF ABSENCE

Paid annual leave

The provisions relating to employees' entitlement to paid annual leave are set out in the employee's contract of employment.

Jury service and other public duties

Should an employee be called up for jury service or required to attend court to give evidence as a witness, he/she must notify his/her line manager as soon as is reasonably practicable. Time off work will be granted in these circumstances. The employee will be required to provide a copy of the court summons to support his/her request for time off work. He/she has no contractual or statutory right to be paid for time not worked due to jury service or other related public duties. Any payment of salary made by us during this period is at our absolute discretion, and will be subject to the deduction of any monies received from the court in respect of loss of earnings. The employee must therefore submit a claim to the court for loss of earnings and claim the full allowance available to him/her. If, on any day on which he/she attends court, the employee is told that his/her services are not required, the employee must then return to work as soon as possible and report to his/her line manager before starting work.

Membership of the Volunteer Reserve Forces

If an employee is a member of the Volunteer Reserve Forces, he/she may use the paid annual leave entitlement to carry out his/her duties, provided he/she complies with the provisions relating to paid annual leave set out in his/her contract of employment in the section on holidays. We expect an employee to use paid annual leave first before applying for further time off.

Otherwise, any further time off relating to membership of the Volunteer Reserve Forces will only be granted at our absolute discretion, and an employee has no contractual or statutory right to be paid for this leave. Any payment of salary made by us in such circumstances is at our absolute discretion. If an employee wishes to apply for this type of leave, he/she should apply in writing to his/her line manager stating the period of leave requested and the reasons for it.

Medical appointments

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

Time off work to attend medical appointments must be authorised in advance. An employee should seek authorisation from his/her line manager. In any event, unless there are exceptional circumstances, no more than three hours should be taken off work for any one appointment. With the exception of antenatal appointments for expectant mothers, an employee has no contractual or statutory right to be paid for absences relating to attendance at medical appointments. Any payment of salary during attendance at such appointments is made at

our absolute discretion.

Time off for family emergencies

If an employee has any dependants, namely a spouse, child, parent or someone living in the same household as the employee (other than an employee, tenant, boarder or lodger), then the employee shall be entitled to take a reasonable amount of unpaid time off to:

1. Help or make arrangements when a dependant falls ill, goes into labour, gives birth or is injured or assaulted
2. Make arrangements following the death of a dependant
3. Deal with an incident involving a dependent child during school hours, or on a school trip or in circumstances where the school had responsibility for the child
4. Deal with an unexpected disruption or breakdown in care such as a childminder or babysitter failing to turn up

An employee must tell us as soon as it is reasonably practicable of the family emergency and the need for unpaid time off.

An employee must tell us how long he/she expects to be absent, unless this is impossible until the point at which the employee returns to work.

An employee is only entitled to take a reasonable amount of unpaid time off for unforeseen family emergencies, and if an employee knows in advance of the need to take time off, then the time off should be taken as part of the employee's holiday entitlement.

Special unpaid leave

We may, in certain circumstances, consider requests for special unpaid leave, for example, for the purposes of education, family responsibilities or for important personal reasons. However, we expect employees to use their paid annual leave first. Otherwise, any further time off for special reasons will only be granted at our absolute discretion and an employee has no contractual or statutory right to be paid for this leave. If an employee wishes to apply for special leave, he/she should apply in writing to his/her line manager stating the period of leave requested and the reasons for it. Requests for special leave will be assessed on their individual merits and circumstances. Special leave is operated entirely at our discretion and it may be withdrawn at any time.

Compassionate Leave

Compassionate leave is granted at managers' discretion. If you have any questions or concerns about compassionate leave please speak to a member of the HR department.

General

Failure to return from leave and report for work on the due date of return without reasonable excuse is a disciplinary offence, and will be dealt with in accordance with our disciplinary procedures.

THE RIGHT TO REQUEST UNPAID TIME OFF FOR STUDY AND TRAINING

The statutory right

Eligible employees have a statutory right to request to undertake study or training (or both) if made for the purpose of improving the employee's effectiveness at work and if it will also improve the performance of our business. Time off to study and train is unpaid.

In order to make a request under the statutory right, an employee must:

1. Have worked for us for a continuous period of 26 weeks at the date of application
2. Not have made an earlier application under the right during the past 12 months from the date of receipt of the current application (unless we are required under law to ignore the earlier application - see below)
3. Not be an agency worker, member of the armed forces, a young person of compulsory school age, a 16 or 17 year old who is already under a duty to participate in education or training as a result of Part 1 of the Education and Skills Act 2008, an 18 year old who is treated as if Part 1 of the Education and Skills Act 2008 applies to them or a young employee who already has a statutory right to paid time off to undertake study or training (under section 63A of the Employment Rights Act 1996).

The application procedure

An employee should make the application in writing, ensuring that it is dated and:

1. States that it is being made under section 63D of the Employment Rights Act 1996.
2. Provides the date upon which the employee's last application (if any) was submitted to us and how it was delivered.
3. Provides the following details of the proposed study or training:
 - a) Its subject matter
 - b) Where and when it would take place
 - c) Who would provide or supervise it
 - d) What qualification it would lead to (if any)
 - e) How the employee thinks it would improve their effectiveness in their job/role and the performance of our business

Within 28 days of receipt of the request, we will do one of the following:

1. Notify the employee in writing that we agree to their application
2. Notify the employee in writing if we consider that the application is invalid, giving reasons for our decision
3. Notify the employee in writing that we require additional information from him/her so that we can give the request proper consideration. The employee must provide us with the additional information promptly. If an employee unreasonably refuses to provide the requested additional information we are entitled to treat their application as withdrawn and shall write to the employee confirming this.
4. Hold a meeting with the employee to discuss the contents of the application, (including without limitation, the effect of the proposed study and/or training on the effectiveness of the employee's work and performance of our business, and the possibility of agreeing to vary some or all of the application, if necessary). The employee is entitled to be accompanied at such meeting by a work colleague or trade union representative.

We will consider the request and will make a practical business assessment on whether, and if so, how it could be accommodated. If a meeting is held, we will notify the employee of our decision in writing within 14 days of the meeting.

An employee can appeal against a refusal within 14 days of receipt of our rejection letter. The employee should make the appeal in writing, ensuring that it is dated and states the grounds of the appeal.

Within 14 days of receipt of the employee's appeal letter, we will either notify the employee in writing that their appeal has been successful or we will hold a meeting with the employee to discuss his/her appeal. The employee is entitled to be accompanied at such meeting by a work colleague or trade union representative.

After that meeting has been held, we will write to the employee within 14 days to notify him/her of the outcome

of their appeal.

Extending time periods

If the person who would normally deal with an employee's application is absent from work on the day that it is received, then the time by which we must hold a meeting with the employee to discuss the contents of their application (28 days), will not begin to run until the day the person dealing with it has returned to work.

The timescales mentioned above for holding meetings and issuing notices of decisions on applications and appeals can be extended by agreement. If an agreement is reached, we will write to the employee confirming the date of the agreement, the period of time that the extension relates to and the date that the extension ends.

Grounds for refusal

We may refuse all or part of an employee's statutory request for time to study or undertake training on one or more of the following grounds:

1. It would not improve the employee's effectiveness in our business
2. It would not improve the performance of our business
3. The burden of the additional costs would be too high
4. It will have a detrimental effect on our ability to meet customer demand
5. It will have a detrimental impact on quality
6. It will have a detrimental impact on performance
7. We will be unable to reorganise work amongst existing staff
8. We will be unable to recruit additional staff
9. There will be an insufficient amount of work during the periods the employee proposes to work
10. There are planned structural changes during the proposed study or training period

Withdrawing an application

An employee may withdraw their application, either orally or in writing, any time before we have notified him/her of our decision. If we receive an oral request to withdraw, we shall confirm it in writing to the employee.

If an employee withdraws their application, it will still count as a request received under the statutory right.

Ignoring an earlier application

An employee is only permitted to make one request in any 12 month period.

However, we shall, at the employee's request, ignore an earlier application made in the 12 month period prior to the date of receipt of the current application, if at the time of making the current application, the employee notifies us that he/she:

1. Mistakenly submitted an earlier application before 12 months had elapsed and now wishes to withdraw the earlier application
2. Did not start the study and/or training course which we previously agreed following an earlier application because the training was cancelled by us, the institute undertaking the course, some other provider or facilitator or the person who was supervising it, unless it was cancelled due to the employee's conduct in relation to the study or training
3. Did not start the study and/or training course which we previously agreed following an earlier application because of some unforeseen circumstance beyond the employee's control

Notifying an employee of the decision

If we accept an employee's application, we will write to him/her detailing the subject matter of the study or

training, where and when it will take place, who will provide or supervise it and what qualification it will lead to (if any). We will also provide details of any required changes to the employee's working hours. If we accept only part of an employee's application we will write to him/her stating which part of the application is agreed to and provide the same information in respect of the agreed part.

If, as a result of our discussions, an agreement is reached with the employee to meet their study or training needs which is different (in whole or in part) to the details set out in the employee's application, we will write to him/her confirming the details of the agreement (this agreement will usually be drafted with the employee at the meeting where it is discussed).

If an employee's application is refused, we will write to him/her identifying the statutory grounds for refusal, explaining why we think the grounds apply in the circumstances and confirm the internal appeal procedures. If we refuse only part of an employee's application, we will write to him/her stating which part of the application is rejected and provide the same information in respect of the rejected part.

Meetings to discuss an employee's application or appeal

An employee is entitled to be accompanied at such meetings by a work colleague or trade union representative.

The meeting will take place at a time and location that is convenient to us and the employee.

If the employee's companion is unable to attend the meeting, the employee can request it to be rearranged at a mutually convenient time for all attendees, which should be within seven days of the date originally proposed for the meeting.

We are entitled to regard an employee's application to be withdrawn if he/she fails to attend a meeting to discuss their application or appeal on more than one occasion without reasonable cause, and we shall write to the employee to confirm this.

Employee's duties after agreeing an application

If we have agreed to all or part of an employee's application, then the employee must inform us in writing (ensuring that their correspondence is dated) if he/she:

1. Failed to start or complete the study or training course
2. Undertakes or proposes to undertake any studies or training that differs from the details provided in our correspondence notifying the employee of our decision to accept their application

General

If we agree to one employee's request, this does not set a precedent or create a right for another employee to have the same or similar application granted. This applies to all employees (whether or not they have a statutory right) who apply for time to study or undertake training.

TRADE UNION MEMBERSHIP

Membership of a union is a matter for individual decision, and employees can join or not join any trade union they wish.

We currently do not recognise any trade union.

USE AND RETURN OF EQUIPMENT

Purpose and scope

In this policy the term:

1. 'Staff' refers to all individuals working for us at every level or grade, whether they are employees, workers, contractors, consultants, agency workers, volunteers, trainees or on work experience
2. 'equipment' refers to any item we have provided or made available to staff for their use, such as (but not limited to), vehicles, computers, printers, monitors, mobile phones, desks, chairs, filing cabinets, tools and safety equipment. This also includes all our network systems such as (but not limited to) computer networks (including servers and the information or data held on them), fire and security systems (including, where appropriate CCTV) and telephone network systems.

This policy sets out the responsibilities of staff regarding the use and care of our networks and equipment and the return of equipment upon termination of their contract, or in the case of employees, their employment.

Appropriate use

Members of staff may access or use designated equipment in order to undertake their usual day-to-day activities and perform their obligations and duties, subject to any restrictions that are required for reasons of security, legal compliance, data protection or health or safety or which have been imposed following previous incidents of misuse.

We expect all of our equipment to be used in a proper and professional manner. They are provided by us at our own expense for our own business purposes. It is the responsibility of each member of staff to ensure that they are used for their proper purpose and in a manner that does not compromise our business in any way.

Unacceptable use

Staff should not damage, destroy, modify, disable or otherwise interfere with our equipment as this could harm our business and may cause financial loss or damage to our reputation.

Vandalism or intentional unauthorised interference with our equipment constitutes an act of gross misconduct and could result in summary dismissal or immediate termination of contract.

Security

All members of staff are required to take reasonable steps to protect our equipment from unauthorised access and harm.

Staff are responsible for the general security of our equipment, which includes:

1. Ensuring that equipment is properly looked after, securely stored and otherwise kept safe at all times, particularly when travelling
2. Not allowing our networks or equipment to be accessed or used by anyone else, unless given prior authority to do so
3. Ensuring that any passwords or security codes are protected and not disclosed to others

Staff will be required to pay to us the replacement cost of any item of equipment which is lost or stolen whilst under their control, due to their negligence, or deliberate or reckless act or omission.

Staff must not download confidential information from our computer network or server(s) or attempt to gain access to restricted areas of our networks (such as password-protected files), unless they have prior authorisation to do so.

We reserve the right to prevent access to our networks, require members of staff to return designated equipment to us or restrict their ability to use equipment, if we reasonably believe that they have been used or treated contrary to the terms of this policy.

Personal use of equipment

Equipment is provided for the exclusive use by staff in order to perform their obligations and duties.

Unauthorised use of equipment for personal and private purposes is strictly prohibited.

Return of equipment

On the termination of a member of staff's employment or contract, for any reason, they must promptly and without unreasonable delay, return any items of equipment to us. This must, in any event, be done by no later than the date specified by us at the time.

Any items of equipment must be returned in the same condition as when provided, subject to reasonable wear and tear.

If an item of equipment is damaged whilst under the member of staff's control, reasonable wear and tear accepted, they shall be required to pay to us the cost of repairing the damage. In certain circumstances, this may include the replacement cost of the equipment if it cannot, in our reasonable opinion, be repaired.

If staff are allocated one or more items of equipment for use at their home or away from our premises, they will be asked to sign a receipt for the equipment. The signing of a receipt shall constitute written consent for us to deduct a sum equal to the market value of any item of equipment (or the cost of repair) from their wages, should it be lost, stolen or damaged whilst under their control, due to their negligence or deliberate or reckless act or omission, or should they fail to return it to us either when demanded, or in the event of the termination of their employment or contract.

Consequences of breaching this policy

Any member of staff found to be in breach of this policy, such as for deliberate, negligent or reckless failure to take proper care of an item of equipment, resulting in it being lost, damaged or stolen, may be disciplined under the disciplinary procedures (page 13) or in certain circumstances summarily dismissed for gross misconduct or (in the case of non-employees) have their contracts terminated.

WHEN SALARIES ARE PAID

Salaries are paid monthly in arrears direct to the account of the employee concerned. These payments are made on the last working day of each month. A statement is issued to every employee via email towards the end of each month showing details of the amount being paid into the account, together with the deductions for income tax, National Insurance and other lawful deductions.

Overtime is paid (if applicable) in the pay period after the one in which it was worked.

DEDUCTIONS

The Company reserves the right at any time to deduct from your pay any overpayment made and/or monies owed to the Company by you, including but not limited to any excess holiday, outstanding loans, advances,

relocation expenses, fines and the cost of repairing any damage or loss to the Company's or a third party's property caused by you. You consent to the Company deducting these sums from your wages. Such sums shall also be recoverable as a debt by the Company, together with all costs (including legal costs) incurred by the Company in recovering the sums owed.

WORKING HOURS & CLOCKING IN

Purpose

This procedure has been put in place to ensure the company has full visibility of all employees on site in the event of an emergency. For example: in the event of a fire evacuation, the company will generate a report from the system which will show who is currently in the building at that time; this will be used during a roll-call at the designated fire assembly point. In addition, the system is also in place to monitor timekeeping and attendance of all employees.

Procedure

When arriving on site please ensure that you clock in by entering your badge number, or using the appropriate scanner, then pressing the "Start Work" option.

If you leave the building for a meeting or break and are intending to return please clock out using the "Leave Site" option. When you return to the site please clock back in using the "Back on Site" option.

If you are leaving at the end of your shift and are not intending to return until your next shift please clock out using the "End Work" option.

Please ensure that when clocking in or out that your face is visible on screen.

Non-compliance and assistance

Please note that failure to clock in or out correctly with your picture in full view may be subject to disciplinary action; the system is in place for your own safety and wellbeing during an emergency evacuation and must be adhered to at all times.

Clocking in or out on behalf of another employee will be deemed as gross misconduct.

If you require any assistance with clocking in or out please contact Mark Jackson, Operations Director.

Late coming

This policy is applicable to any Department where a specific Late Policy is in place. Occasions of lateness caused by a major traffic incident or adverse weather *may* not be counted for as an occasion of lateness; however a line manager/HR has a right to request evidence of the incident if required.

DRESS CODE

Please contact your Head of Department to find out what is acceptable dress code for your team – as we have multiple sites with varying job roles each department may have different requirements in terms of the dress

code. If you have any questions or concerns about the dress code for your department please contact a member of the HR.