



THE GENUINE GEMSTONE COMPANY LTD

INTRODUCTION

This handbook is intended to outline and explain the practices and policies of The Genuine Gemstone Company Ltd (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.

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ACCEPTANCE OF GIFTS

All employees 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 Head of Operations.

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, or 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 or 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, it may amount to gross misconduct and could result in summary dismissal.

Any disciplinary action will be dealt with in accordance with our disciplinary procedures (page 13).

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.

CAPABILITY AND PERFORMANCE MANAGEMENT PROCEDURE AND POLICY

Purpose and scope

The procedure outlined in this section is for the purpose of dealing with employees whose performance and/or capability is not satisfactory. The capability procedure ensures that proper standards are maintained, and that any failure or alleged failure to observe those standards is fairly dealt with. The purpose of this procedure is to work with employees to maintain satisfactory performance standards and to encourage improvement where necessary.

Initial informal discussions

Bar exceptional cases, capability and performance issues will normally be dealt with informally between an employee and his or her manager as part of daily management.

Informal discussions may be held with a view to (for example):

- (a) Clarifying the standards that are required of an employee
- (b) Identifying areas of concern
- (c) Establishing the likely causes of poor performance and identifying any training needs
- (d) Setting targets for improvement
- (e) Agreeing a time-scale for a review of the employee's performance

In many cases, informal discussions at an early stage of a problem will resolve it, and the formal procedure will not be necessary. The formal procedure that follows will be used for more serious cases, or in any case where informal discussions have not resulted in a satisfactory improvement.

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 performance to improve and over what period of time. This will not constitute formal disciplinary action, so there will be no right of appeal.

Capability hearings

If it is deemed appropriate to use the formal capability procedure against the employee, he or she must be invited to a capability meeting. Unless it is impractical to do so, we will give an employee reasonable notice of the date, time and place of the capability hearing. Depending on the period of time that an employee's poor performance continues for, he or she may attend between one and three capability hearings.

The employee will receive written confirmation of the reason or reasons why we have concerns over his or her performance and the basis for those concerns. He or she will have a reasonable opportunity to consider this information before the hearing.

The hearing will be held by a line manager and may be attended by a member of the Human Resources department.

The employee has a right to be accompanied at 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 in good time before the hearing.

The employee must take all reasonable steps to attend the hearing. Failure to attend a hearing without good reason may be treated as misconduct. If the employee or his or her companion cannot attend at the time specified, he or she should inform the line manager conducting the hearing immediately and seek to agree an

alternative time.

A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. The employee will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

We will give the employee written confirmation of our decision, the reasons for it and his or her right of appeal, within one week of a capability hearing (unless this time scale is not practicable, in which case, we will confirm this information as soon as is practicable).

First capability hearing

Where performance is unsatisfactory, and informal steps have either failed to resolve the situation or are not appropriate, a first capability hearing will be held.

The purposes of the first capability hearing include but are not limited to:

- (a) Setting out the required standards that are considered not to have been met by the employee
- (b) Establishing the likely causes of poor performance
- (c) Allowing the employee the opportunity to explain the poor performance and ask any relevant questions
- (d) Discussing measures, such as additional training or supervision, which may improve performance
- (e) Setting targets for improvement
- (f) Setting a time-scale for review

Following the hearing, if we decide that it is appropriate to do so, we will give the employee a first written warning. A first warning will usually remain active for 6 months.

The employee's performance will be monitored and at the end of the review period we will write to inform him or her of the next step.

Second capability hearing

If the employee's performance does not improve within the review period, or if there are further instances of poor performance while his or her first written warning is still active, we will hold a second capability hearing.

The purposes of the second capability hearing include, but are not limited to:

- (a) Setting out the required standards that are considered not to have been met by the employee
- (b) Establishing the likely causes of poor performance including any reasons why the measures taken so far have not led to the required improvement
- (c) Allowing the employee the opportunity to explain the poor performance and ask any relevant questions
- (d) Discussing measures, such as additional training or supervision, which may improve performance
- (e) Setting targets for improvement
- (f) Setting a time-scale for review

Following the hearing, if we decide that it is appropriate to do so, we will give the employee a final written warning which will usually remain active for 12 months.

The employee's performance will be monitored and at the end of the review period we will write to inform him or her of the next step.

Third capability hearing

If the employee's performance does not improve within the further review period set out in the final written warning, or if there are further serious instances of poor performance while his or her final written warning is still active, we will hold a further capability hearing.

The purposes of the third capability hearing include:

- (a) Setting out the required standards that are considered not to have been met
- (b) Identifying areas in which performance is still unsatisfactory
- (c) Allowing the employee the opportunity to explain the poor performance and ask any relevant questions
- (d) Establishing whether there are any further steps that could reasonably be taken to rectify the poor performance
- (e) Establishing whether there is any reasonable likelihood of the required standard of performance being met within a reasonable time
- (f) Discussing whether there is any practical alternative to dismissal, such as redeployment to any suitable job that is available at the same or lower grade

In exceptional cases where we believe that there is a reasonable likelihood of the necessary improvement being made within a reasonable time, a further review period will be set and the final written warning extended.

If performance remains unsatisfactory and there is to be no further review period, we may:

- (a) Redeploy the employee into another suitable job at the same or a lower grade; or
- (b) Dismiss the employee.

Dismissal will normally be with full notice or payment in lieu of notice, unless the employee is guilty of gross misconduct within the meaning of our disciplinary policy (page 13) in which case, we may dismiss the employee without notice or any pay in lieu.

The date that any dismissal takes effect will not be delayed pending the outcome of an appeal.

The company reserves the right to hold fewer than three capability hearings before dismissal if under the circumstances, and in the Company's discretion, it is appropriate to do so.

Appeals

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

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

Appeal hearing

The appeal may either be a review of the sanction or a re-hearing depending on the grounds of appeal. Any sanction or penalty applied as a result of the outcome of the capability hearing, can be reviewed by the appeal hearing, but will not be increased.

The employee has a right to be accompanied at 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 director conducting the hearing who the chosen companion is in good time before the hearing.

An appeal should be heard as soon as possible 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 outcome of the appeal hearing should normally be confirmed in writing to the employee within 5 working days of the hearing.

CHILDCARE VOUCHERS

We operate a child care voucher scheme which is currently operated by Computershare. Childcare vouchers are an employee benefit available to all working parents. The maximum voucher value available each month is £243 (£124 per month for higher rate tax payer) which is non-taxable and exempt from National Insurance – which means that you could save up to £933 per annum (or £1,866 if your partner joins their employer's childcare voucher scheme too).

Childcare vouchers are not just for under 5s 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 because of 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.

How to join Computershare childcare voucher scheme:

Option 1 – Online

To join online, go to Computershare voucher services home page (www.computersharevoucherservices.com) and choose 'sign up now' option which is available under 'Parents'.

Option 2 - Via the Customer Service team at Computershare.

Call Computershare on 0845 002 1111 between 8:00am and 8:00pm Monday to Friday.

For both joining options please have a recent payslip to hand as you will be asked for your payroll number and national insurance number. You will also need our Scheme ID which is 0014662419.

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 ours, or who otherwise brings the reputation of the business 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 workers and the effect on our business and reputation subsequent to a charge or conviction.

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 (page 13) 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.

EMPLOYEE COUNSELLING HELPLINE

We strongly believe that your welfare at work is vital and we understand that if required you may need support to help with the stresses and strains of the modern world.

If you require help, we have arranged a 24 hour/365-day Confidential Telephone Counselling Service for employees, immediate family members living with you permanently and children who are full-time students living away from home. You are free to call at any time to discuss issues that cause you anxiety, worry and concern. This may include stress, depression, bereavement, relationships or health concerns. The company will not be informed that you have accessed this service.

If you have made a decision that talking to a counsellor would be beneficial to you, this is how you use the service:

Call the counselling helpline on **0117 934 0456**, Monday to Friday, between 09.00 and 17.00. You can call out of hours but this is for crisis counselling only.

You should get straight through to a counsellor, but on the rare occasion that this does not happen; you will be transferred to an overflow call system, where someone will record your name and contact number and a counsellor will call you back as soon as possible.

The Counsellor will have an assessment session with you where you decide if you want to arrange further counselling.

If you feel you would like more sessions then another appointment will be arranged for you with this same counsellor.

If the first call is all you need, you don't need to arrange any further sessions.

If you want to arrange further sessions

You will arrange a date with the counsellor for next session.

On the appointed date and time you have to call the counsellor. It is important to note that the counsellor will not call you, the reason being the counsellor needs to know that you are in a safe place to take the call. Equally you may have decided that you don't require any further help, the choice is always yours.

If for some reason you need the counsellor to call you back then please arrange this with your Counsellor after you have made contact.

You can have six hourly sessions with this counsellor over at least a period of six weeks.

Telephone Counselling Outside Business Hours.

The counselling service is a 24 service so you can reach a counsellor at any time of day and night, but if you phone outside of Monday to Friday, 09.00 to 17.00, you will only be able to receive crisis counselling and not speak to your appointed counsellor.

This service is provided by DAS Legal Expenses Insurance Company Limited. DAS Counsellors are members of The British Association of Counselling and Psychotherapy and are covered by their code of Ethics and Practice.

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 (page 13). 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 Head 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 (page 16).

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 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 Head of Operations.
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 Head of Operations. Head of Operations 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 Head of Operations.

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), our 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 us 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 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.

The purpose of the disciplinary hearing is for us 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.

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 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 director 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.

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

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.

We 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.

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.

EQUAL OPPORTUNITIES

Policy statement

We are 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.

We 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, we 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 that come under the scope of this policy:

- 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 (page 13) 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 (page 16).

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

We 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.

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 us 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 our 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 (page 13) 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 our name or on our behalf:

1. Commit or attempt to commit an act of bribery or corruption or any other illegal act, unless they or their immediate family have received real threats of actual harm
2. Authorise or instruct others to commit acts of bribery or corruption or any other illegal act unless they or their immediate family have received real threats of actual harm
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 unless they or their immediate family have received real threats of actual harm
5. Directly or indirectly, authorise or instruct others to offer, promise, give, accept or demand a facilitation

payment unless they or their immediate family have received real threats of actual harm

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) unless they or their immediate family have received real threats of actual harm

Staff must not:

1. Hide, attempt to hide or fail to disclose any relevant financial transactions
2. Establish secret books of accounts or accounting documents
3. Knowingly make false, inaccurate or misleading entries in any books of account or accounting documents that record any relevant financial transactions
4. Knowingly create false, inaccurate or misleading documents that support the accounting entries of any relevant financial transaction
5. 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
6. Knowingly make false or inaccurate statements to our auditors
7. Destroy any accounts records or supporting documents that relate to the relevant financial transactions
8. Secretly divert funds to an undisclosed account
9. Create or obtain any undisclosed funds or assets
10. 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 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.

EYE TESTS

Protecting employees' eyesight against prolonged computer screen use is a legal requirement, by law employees using prolonged computer screen use should be provided with a free eye examination, which will be funded by the Genuine Gemstone Company Ltd if requested.

The company has chosen to nominate SpecSavers 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 November 2013, however this can be subject to change):

Eye test and up to £65 towards glasses. If the eye test indicates that you require glasses for VDU use only, a pair of VDU use spectacles will be issued free of charge.

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

FLEXIBLE WORKING

'Flexibility' and 'flexible work' are terms used to describe a wide range of work styles and employment practices. Broadly speaking, they include all kinds of employment which differ from the traditional nine to five full-time job. Flexible working can include:

- Part-time work
- Full-time work completed over a non-standard work pattern, for example, 3 longer days of 12-hour shifts
- Working a reduced number of hours per week - either five shorter days or a fewer number of full days or any combination thereof
- Working all or a proportion of the week from home, or from a location remote from the main premises
- Responsibilities and time divided between an employee and a colleague, for example, two employees might both work 2.5 days each, or one might work 3 days and the other 2, or they both might work 3 days with a crossover day for meetings and handovers
- Full-time work but limited to outside of school holiday time

The statutory right

Employees who are parents of children aged 17 or under (or, if disabled, aged under 18 and in receipt of disability living allowance), or who are caring for spouses, parents, relatives, partners or adults living at the same address as the employee, have a statutory right to apply for a change to the terms and conditions of their

employment to have flexible working arrangements to look after their children, or care for spouses, parents, relatives, partners or persons living at the same address as the employee.

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

- have worked for us for a continuous period of 26 weeks at the date of application; and
- not have made another application to work flexibly under the statutory right during the past 12 months; and
- be the mother, father, adopter, guardian, special guardian or foster parent of the child, or be married to, or the partner of the child's mother, father, adopter, guardian, special guardian or foster parent, and have responsibility for the upbringing of either a child aged 17 or under, or a disabled child under 18, and be making the request no later than the day before the child's 17th birthday or 18th birthday where the child is disabled; or
- be the carer for a spouse, partner, civil partner or relative; or
- be the carer for an adult in need of care, and live at the same address as the adult in need of care.

The application procedure

The following is the procedure to make an application for flexible working arrangements:

- An employee should make the request in writing setting out the flexible working arrangement sought by using a form which is available from HR
- Within 28 days of receipt of the request, we will either accept the application in writing or set up a meeting with the employee to discuss the changes he/she has proposed, the effect of the proposed changes, and any possible alternative work patterns that might suit. An 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.
- We will notify our decision to the employee within 14 days of the meeting. If we accept his/her request, we will write to him/her, establishing a start date and providing a written note of the contract of employment variation.
- A trial period may be used to see if the new working pattern is viable on a permanent basis.
- When a permanent change to the employee's terms and conditions of employment is made the employee does not have the right to make another request for another 12 months.
- If an employee's application is refused, we will explain the grounds for refusal in writing and confirm the internal appeal procedures.
- An employee can appeal in writing against a refusal within 14 days of receipt of our rejection letter. We will then set up a meeting with the employee to discuss his/her appeal within 14 days after receiving the appeal letter. An 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 him/her within 14 days to notify him/her of the outcome of his/her appeal.

Grounds for refusal

We may refuse an employee's statutory flexible working application on one or more of the following grounds:

- The burden of additional costs
- The detrimental effect it would have on our ability to meet customer demand
- Our inability to reorganise work among existing staff

- Our ability to recruit additional staff
- The detrimental impact it would have on quality
- The detrimental impact it would have on performance
- The insufficiency of work available during the period when he/she proposed to work
- Our planned structural changes

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.

General

The following applies to all employees (whether or not they have a statutory right) who apply for flexible working:

- (a) 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 a similar change to their work pattern.
- (b) Only one application can be made in any 12 month period.
- (c) We may require employees who have flexible working hours to provide us with regularly completed timesheets detailing the actual hours worked and breaks taken.

This is the Health and Safety policy statement of The Genuine Gemstone Company

October 2013

It is the policy of The Genuine Gemstone Company ("the Company") 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

- The Company's stated aims and objectives for the year 2013/2014 are:

- To ensure all H&S documentation is up to date
- To create a training matrix for all staff
- To carry out workplace safety surveys
- To update all Risk Assessments

Implementation, maintenance and review

The Head of Operations accepts overall responsibility for all Health and Safety within the Company and is responsible for all policy implementation.

The Head of Operations will appoint competent persons to assist them with the implementation of health and safety policies and arrangements.

Review date: October 2014

HOLIDAY ENTITLEMENT

The holiday year runs from 1 July to 30 June of each year. All leave must be taken during the current holiday year and cannot be carried over to the following year's entitlement.

Employees that work 5 days per week

For each holiday year an employee is entitled to 28 days' paid holiday inclusive of normal bank holidays.

Employees that work less than 5 days per week

If an employee is contracted to work fewer than five days per week, their holiday entitlement (inclusive of normal bank holidays) is based on the number of working days that they are contracted to work per week. The employee's total annual leave will be calculated by prorating the full-time holiday entitlement. For example, if an employee is contracted to work three days per week they will be entitled to 3/5ths of 28 days, making a total of 16.8 (rounded up to 17) days' annual holiday entitlement inclusive of bank holidays. This holiday entitlement must be used by the employee to cover all bank holidays that occur on the employee's normal working days. The table below confirms the correct holiday entitlement depending on the amount of days worked:

Number of days worked per week	Holiday entitlement (including bank holidays)
1 day per week	6
2 days per week	11
3 days per week	17
4 days per week	22

All employees

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.

Bank holidays are: New Year's 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.

Any requests for unpaid leaves of absence will be considered on their merits and be subject to staffing requirements and the needs of the business and may be refused.

Except upon a termination of the employment, an employee is not entitled to pay in lieu of any part of the holiday entitlement that has not been taken.

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.

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

INTELLECTUAL PROPERTY

For the purposes of this section, 'Intellectual Property Rights' (IPRs) include letters patent, trade marks 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 (at page 57).

Use of other equipment, our computer network and other systems is covered by a separate policy (at page 57).

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 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 address or fax machine.

Other restrictions

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 (page 52).

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, mobile phones, 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 (including mobile phone) 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 (page 13) 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.

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 dependant 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 (page 13).

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 November 2013. 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 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.

Fathers don't have a legal right to time off to accompany their partners for antenatal appointments however special unpaid leave or annual leave can be requested. Please see Leave of Absence Policy (page 30) for more information.

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:
 - A later start date by giving us at least 28 days' notice before the last start date she informed us of
 - 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 of £136.78 (as at November 2013) or 90 % of her average weekly earnings, for the remaining 33 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 (page 21).

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 (page 48).

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 (page 43).

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 newborn 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 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.

The rate of SOPP is currently the same as the standard rate of statutory maternity pay (£136.78 per week or 90% of average weekly earnings whichever is lower as at November 2013). 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.

Additional paternity leave (APL)

Additional paternity leave gives an employee a right to take between two and 26 weeks off work to help care for

a child, by dividing the maternity or adoption leave entitlement of an employee's partner between the two of them.

APL can only be taken if:

1. The employee's partner has returned to work from their maternity or adoption leave without using their full 52 weeks' entitlement
2. The employee's APL will begin at least 20 weeks after the child's date of birth/placement for adoption

Policy

Subject to the eligibility and notification requirements below, if an employee wishes to take APL to care for a newborn or adopted child, he/she may be entitled to:

1. Between 2 and 26 weeks of additional paternity leave
2. Statutory additional paternity pay (SAPP)

Eligibility

An employee is entitled to APL if:

1. He/she has been continuously employed by us for 26 weeks:
 - a) by 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 (as defined by additional paternity leave regulations); or
 - b) ending with the week in which the adoptive parent is notified of being matched with a child for adoption, and is either married to, or is the civil partner or the partner (as defined by additional paternity leave regulations) of, the main adoptive parent
2. He/she remains employed by us up to the week before the first week that their APL is due to begin
3. He/she has, or is expected to have, main responsibility for the upbringing of the child (except for the child's mother/adoptive parent)
4. He/she is taking APL to care for the child
5. They have been informed by an adoption agency that they have been matched with a child (adoptions only)
6. The child's mother or adoptive parent has returned to work and was either eligible to receive:
 - a) statutory maternity leave, statutory maternity pay or maternity allowance
 - b) statutory adoption leave or statutory adoption pay

We reserve the right to ask an employee to provide a self-certificate or declaration as evidence that he/she and the child's mother/adoptive parent meets the above eligibility conditions.

Statutory additional paternity pay (SAPP)

An employee is entitled to SAPP if, in addition to the above requirements for APL:

1. The child's mother or adoptive parent must have been eligible to receive statutory maternity pay, maternity allowance or statutory adoption pay (as appropriate) and there must be at least two weeks of the payment period left and,
2. The employee has earned at least the lower earnings limit for Class 1 National Insurance Contributions for

the 8 weeks up to and including the last day of the 15th week before the date of the EWC or, if the child is born earlier than this, 8 weeks up to and including the actual week of birth or the week in which the employee was notified of the match date (as appropriate)

SAPP is payable for up to a maximum of 26 weeks during an employee's APL period.

The rate of SAPP is currently the same as the standard rate of statutory maternity pay (£136.78 per week or 90% of average weekly earnings whichever is lower as at November 2013). SAPP is paid in the same way as salary, subject to deductions for tax and National Insurance contributions.

How to apply for APL and SAPP

If an employee wishes to take additional paternity leave, he/she must give HR 8 weeks' prior written notice of when he/she wishes their APL and SAPP to start.

Please contact HR to obtain the relevant form to apply for APL and SAPP.

In addition to the form, we may require the employee to provide the following within 28 days of receiving their initial notice:

1. The name and address of the employer of the child's mother or adoptive parent, or their business address if they are self-employed, and
2. A copy of the birth certificate, or
3. One or more documents which provide evidence of the name and address of the adoption agency, the date upon which the employee was informed of being matched with the child, and the date upon which the adoption agency expected to place the child with the employee and the adoptive parent

Starting APL

An employee who qualifies for APL and complies with the notification requirements, may start their additional paternity leave:

1. On a date starting 20 weeks after the child's date of birth or placement, and
2. After the child's mother has returned to work and has stopped receiving statutory maternity leave or maternity allowance or has stopped receiving statutory adoption leave (as appropriate)

You must take a minimum of two weeks' leave and can take up to a maximum of 26 weeks (rising to 52 weeks if the child's mother/main adopter has died).

The leave must be taken in multiples of complete weeks and as one continuous period.

The period of APL must end before the child's first birthday or the first anniversary of the child's placement (as appropriate).

Varying the APL start or end dates

An employee is entitled to change their proposed start or end date as many times as necessary before their APL begins by providing at least 6 weeks' written notice to a member of the HR department.

If it is not reasonably practicable to provide notice within the 6 weeks' time limit then it should be given as soon as it becomes reasonably practicable to do so.

Response to receiving an initial or variation notice

We will write to the employee confirming the dates when their APL and SAPP will start and end, within 28 days of receiving the employee's initial notice or (if applicable) a valid variation notice.

If an employee has not served a withdrawal, cancellation (see below) or variation notice within the appropriate

time limits and we have elected to require the employee to take their APL, we will notify him/her of this and of the start and end dates of their APL as soon as reasonably practicable and, in any event, before the start of the APL that they are required to take.

Employee's duty to notify us if they no longer qualify for APL (withdrawal notices)

An employee must give us notice in writing (a withdrawal notice) if, before taking their APL or during their APL, they discover that they no longer qualify for it.

The withdrawal notice must be sent to HR before APL has begun and not less than 6 weeks before the start date specified in their initial notice or subsequent valid variation notice. If an employee's APL has already begun, we will not be obliged to accept the withdrawal notice and may, at our discretion, require the employee to continue to take their APL (see below under '*Option to force employees to take APL*').

Cancelling an initial notice before APL commences (cancellation notices)

If an employee wants to cancel their plans to take APL before it is due to commence, then they must give us notice in writing (a cancellation notice).

The cancellation notice should be provided within 6 weeks before the start date specified in the employee's initial notice.

Employees cannot cancel their initial notice after their APL has commenced.

Option to force employees to take APL

Where an employee has failed to provide their withdrawal notice or cancellation notice within the above mentioned time limits, and it is not reasonably practicable for us to accommodate his/her change of plans then we may, at our discretion, force the employee to start their APL on the start date specified in the employee's initial notice or, where applicable, in the most recent valid variation notice (or continue to take it if their APL has already begun).

The APL will then end at the earlier of 6 weeks from the date the employee provided the withdrawal or cancellation notice or on the end date given in the employee's initial notice or, where applicable, the last valid variation notice.

Changing the date that an employee returns to work

1. First notice of early return

If an employee's period of APL has already begun and they have not already requested to change their return date from the date specified in their initial notice (or subsequent variation of it), then they must give us at least 6 weeks' prior notice of their new return date.

If an employee attempts to return to work early without giving us the requisite notice, then we will be entitled to postpone the employee's proposed return date to a date that will result in us receiving the requisite period of notice.

We will notify the employee if their return date will be postponed, of their new postponed return date and that they must not return to work before that date. Employees who choose to return to work on their proposed date (despite our notification of postponement) shall not be paid for work undertaken up to the postponed return date.

2. Subsequent notices amending the return date

Thereafter, if an employee wants to change their return date, they must provide the following notice:

- a) If returning earlier than the date we currently have notice of: not less than 6 weeks' prior notice of their new chosen return date
- b) If returning later than the date we currently have notice of: not less than 6 weeks' notice ending on the previously notified return 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

Employees will accrue annual leave during their APL.

The employee may not take their annual holiday entitlement whilst on paternity leave. Any untaken annual leave must either be taken before their paternity leave begins, immediately after their paternity 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 their APL without bringing their 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 APL period, nor their entitlement to SAPP. Moreover, an employee may make reasonable contact with us from time to time without bringing their APL to an end. We will not insist on an employee carrying out work during their APL, and an employee will not suffer any detriment for refusing to undertake such work.

Terms and conditions on returning to work

An employee will have the right to return to the same job on the same terms and conditions if they have taken APL provided that it was not combined with more than 4 weeks' parental leave.

If the employee takes more than 4 weeks of parental leave they will be entitled to a suitable job at the same level with terms and conditions that are no less favourable than their previous job.

Deciding not to return to work

If an employee decides not to return to work then they must notify a member of the HR department of their decision immediately.

If an employee is too ill to return to work

If an employee cannot return to work after paternity leave because he is ill, the normal sickness absence reporting process should be followed. For more information please see Sickness absence policy (page 48).

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 (£136.78 in November 2013) or 90 % of his/her average weekly earnings. 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 Flexible working policy for more information (page 21)

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 policy (page 48).

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 Parental leave policy (page 43).

Substituting adoption 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. Qualifying criteria apply and it can only be taken if the employee returns to work without using their full 52 weeks' adoption leave entitlement. If an employee wants to return to work early from their adoption leave so that their husband, civil partner or partner can take additional paternity leave, then they must comply with the above-mentioned notification requirements.

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

General position

Parental leave must be taken:

1. in the case of paragraph 1) above, within 5 years of the birth of the child;
2. in the case of paragraph 2) above, within 5 years of the date when the child is placed for adoption; or until the child's 18th birthday, whichever is the sooner;
3. in the case of paragraph 3) above, within 5 years of obtaining formal parental responsibility for a child under the Children Act 1989.

Position for parents of a disabled child

Where disability living allowance is awarded in respect of an employee's child, his/her parental leave entitlement may be taken up to the child's 18th birthday and may be taken on a daily basis.

Taking time off for parental leave

Duration of parental leave

1. Parental leave can be taken for a maximum of 13 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 13 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 13 weeks' leave, but a week's leave for these purposes is the average hours the employee works in a week.
4. Where disability living allowance is awarded in respect of an employee's child, parental leave can be taken for a maximum of 18 weeks.

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 13 weeks' (or 18 weeks where disability living allowance is awarded) 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 attempting to claim leave for a child over 5 years of age or 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.

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.

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.

PENSIONS

We do not currently operate an employee's pension scheme however this is under review. If you require further information please contact Human Resources.

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, 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.

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 August 2013). 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.

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 page 4 for 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 (page 13). It may be treated as gross misconduct.

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 **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 £86.70 a week (as at November 2013). 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 sickness absence 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 (page 13). 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 Capability and Performance Management Policy (page 5) 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 or more in a 12 month period, the employee will be asked to attend an informal Welfare Meeting with HR in presence 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. A decision will be made at this meeting as to whether further medical advice is required, either from an Occupational Health Advisor or from a GP medical report. Full consideration will be given to the individual’s particular circumstances and any underlying medical problems and/or disability. 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.

Where an employee reaches a Bradford Factor score of 50 or more s/he will be invited to a meeting which may result in a verbal warning. Persistent absence may result in further action under The Company’s Disciplinary policy (page 13) and may include first written warning, final written warning and finally dismissal as per the summary table below:

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

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 will be 'removed' for the purposes of calculating the Bradford score on 1st January 2015.

TGGC SMOKE FREE POLICY

Purpose

This policy has been developed to protect all employees, service users, customers and visitors from 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 The Genuine Gemstone Company 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.

Implementation

Overall responsibility for policy implementation and review rests with the company Head of Operations however; all staff are obliged to adhere to, and support the implementation of the policy. Each Head of Department shall inform all existing employees, consultants and contractors of the policy and their role in the implementation and monitoring of the policy. They will also give all new personnel a copy of the policy on recruitment/induction.

Appropriate 'no-smoking' signs will be clearly displayed at the entrances to each site and in all company 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 gosmokefree.co.uk or call the NHS Smoking Helpline on 0800 169 0 169 for details. Alternatively you can text 'GIVE UP' and your full postcode to 88088 to find your local NHS Stop Smoking Service.

THE GENUINE GEMSTONE COMPANY 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 The Genuine Gemstone Company in this document cover all brand entities, including: Gemporia, Gems, Rocks, JewelleryMaker, the Lounge and Gem Collector and also includes all upcoming TGGC 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 The Genuine Gemstone Company 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 The Genuine Gemstone Company on the Internet

If you make comments on any websites, including TGGC's own website or write a blog that mentions TGGC and / or our current and potential products, employees, partners, customers, and competitors, identify that you are an employee of TGGC and that the views expressed on the blog or website are yours alone and do not represent the views of TGGC.

Unless given permission by a Board Director, you are not authorised to speak on behalf of TGGC, nor to represent that you do so. It is a breach of contract if you are to open your own Facebook page under the TGGC name, you are forbidden on opening a brand page, all TGGC consumers must be directed to the relevant TGGC 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 TGGC and / or our current and potential products, employees, partners, customers, and competitors, as a courtesy to TGGC, 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 TGGC 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 TGGC.

These are given as examples only and do not cover the range of what TGGC 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 TGGC, or our current and potential products, employees, partners, and customers.

The TGGC 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 TGGC officially.

Respect and Privacy Rights

Speak respectfully about TGGC and our current, past and potential employees, customers, partners, and competitors. Do not engage in name calling or behaviour that will reflect negatively on TGGC's reputation. Note

that the use of copyrighted materials, unfounded or derogatory statements, or misrepresentation is not viewed favorably by TGGC and can result in disciplinary action up to and including dismissal.

TGGC 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.

Honor 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 TGGC'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 TGGC for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, 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, libelous or creating a hostile work environment.

External Media Contact

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

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 under the company's whistle blowing policy, but you should be aware that the policy 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.

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, anytime 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.

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.

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 excepted, 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.

WORKING HOURS & CLOCKING IN

An employee's hours of work shall be set out in his/her employment contract.

Clocking in procedure

An employee shall:

1. Clock in upon entering our premises (either via swipe card or hand scanner as directed)
2. Clock out upon leaving our premises (breaks included)
3. Only use the clock card/code assigned for this purpose
4. Not interfere with the clock machine in any other way
5. Please note it is your responsibility to be at your workstation and ready for work at the commencement time of your shift.
6. Late coming is monitored and will be dealt with by your Department Head.

