**INDECS**

**Consulting Limited**

**EMPLOYEE HANDBOOK**

**Edition Dated:** November 2019

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Error! No bookmark name given.**1. Introduction**

Welcome to Error! No bookmark name given.INDECS Consulting Limited. We are extremely proud of our organisation and the team we have assembled to support it. We have designed our employment policies and procedures to make sure everyone is treated fairly and consistently. We have developed them to make you aware what we expect of you and what we offer in return.

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

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

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

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

For the avoidance of doubt, please note that section 14 (Disciplinary Procedure), 15 (Capability Procedure) and 17 (Grievance Procedure) are non-contractual and do not form part of your contract of employment.

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

**2. Error! No bookmark name given.Starting Employment**

**Confirmation of Employment**

We make an offer of employment with brief details of your job, start date, pay etc. following application and interview. We cannot incorporate everything about your terms and conditions in this offer. We therefore issue a Principal Statement of Terms and Conditions of Service when staff first start their employment with us. The Principal Statement plus the details in this handbook summarise your main terms and conditions of employment.

**Job Description**

We may issue a job description for your position from time to time. Its purpose is to set down indicative duties and responsibilities and provide a good understanding of your role. Indicative duties are neither definitive nor exhaustive. They do not reflect a contractual entitlement.

 We may make adjustments from time to time to reflect changing needs within the organisation. We will consult you about any significant changes.

**Misrepresentation**

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

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

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

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

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

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

**Personal Information and Data Protection**

Throughout your employment it is necessary for us to obtain, process and retain legitimate personal information about you. Normally we utilise such personal data to fulfil contractual provisions such as paying you or recording your sickness absence. We frequently use it to deal with legal obligations such as paying tax or ensuring you receive statutory benefits.

Less frequently, we may have an additional, legitimate interest in collecting and processing personal data. This could be to measure the ethnic diversity of our workforce, absence levels, gender pay gaps etc. We anonymise or pseudonymise such information where possible.

No decision that affects you personally is made relying solely on automated processing of personal data. Decisions that affect you personally are always made by appropriate managerial input.

Occasionally, personal data can include what are called “special categories” of information. This is data such as your ethnic origin, religious beliefs, biometric data, health etc. Although it is not a special category we also handle information regarding criminal convictions as though it was.

We, our representatives or appropriate third parties may need your personal data, including special categories, to fulfil contractual provisions or legal obligations. We may need it, for example, to carry out obligations or exercise rights under employment law. We may require it to establish or process a legal claim, assess your working capacity etc.

We are accountable for the personal data we collect and:-

* Process it lawfully, fairly and in a transparent manner.
* Collect it only for specified, explicit and legitimate purposes.
* Confirm it is adequate, relevant and limited to what is necessary for the purpose.
* Ensure it is accurate and, where necessary, up to date.
* Keep it in a format which identifies data subjects for no longer than necessary.
* Process it in a manner that ensures appropriate security.

When you join us we establish a personnel file for you. This contains relevant personal details. Typically, it will contain your application form, letter of engagement and a copy of your written terms of employment. It may also contain induction details, personal contact information and the identity of your next of kin. We inevitably add relevant information during the course of your employment. This could be training records, details of pay awards, annual appraisals, grievances, disciplinary outcomes etc.

We and/or our representatives retain such personal data and other relevant information on HR systems. Such data may be collected, processed and retained securely in paper form or electronically. We only collect and process the minimum amount of personal information necessary to fulfil each specific purpose.

Privacy considerations are uppermost in the design and operation of our HR systems. We retain all information confidentially with strictly restricted access and only for as long as necessary. It is securely destroyed or erased when its use has been fulfilled. We appreciate that an inadvertent breach of security may lead to destruction, loss, alteration, unauthorised disclosure or access of personal data.

In the event of a significant breach to your personal data (e.g. by hacking) we will advise you directly. A significant breach is typified as one that would potentially have detriment to your rights or freedoms. In such circumstances we will advise you of the breach as promptly as possible. We may also have to inform the appropriate supervisory authority.

You have the right to seek access to personal information we hold about you without charge. You should set out in writing the specific information you want and pass the request to your line manager. We will respond within one month. This period can be extended by up to two months where requests are complex or numerous. We can refuse manifestly unfounded or excessive requests; particularly those which are clearly repetitive. Alternately, we may charge reasonable fees reflecting our administrative costs in facilitating their provision. We may also charge for further copies of the same information, previously supplied.

If you believe information we hold is incorrect or no longer retained for a relevant purpose, please advise us immediately. You may ask us to erase personal data you believe no longer fulfils an appropriate purpose.

We will advise you if we believe there is still a legitimate interest in maintaining such data. Where we do not propose to take any action regarding your request, we will tell you why. You may then be able to raise your concern with the appropriate supervisory authority. In the UK this is normally the Office of the Information Commissioner.

Where we rectify incorrect or incomplete information we will also advise any relevant third parties (e.g. HMRC).

 Please refer to Appendix One for our full Data Protection Policy.

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**Probationary Employment**

Your initial period of employment is regarded as a probationary period. Your offer letter or Contract of Employment will contain the details. During this period we review with you your on-going performance and suitability. Sometimes it is necessary to extend the probationary period with your knowledge.

However, if you do not reach the standards we require, your employment may be terminated. This can be at any time during the probationary period (or extension). Where this is in prospect we will write to confirm the performance or conduct not meeting our standards. We will arrange a final review meeting to consider your response. You may be accompanied by a work colleague or trade union representative at this meeting.

During probation either party may terminate the employment with one week’s notice. This applies unless your principal statement specifies a longer contractual period of notice during probation.

**3. Error! No bookmark name given.During your Employment**

**Conduct at Work**

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

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

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

Please refer to Appendix Two for our full Code of Conduct Policy.

**Conduct Outside Working Hours**

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

* could result in adverse publicity to our organisation;
* may cause us to question your integrity;
* prevents you from performing your duties/responsibilities to our satisfaction;
* prevents us meeting our legal obligations.

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

**Confidentiality**

Your employment with us places you in a position of trust and confidence. During your employment you will inevitably see and use sensitive confidential information and data about people’s relationship with this organisation. This may relate to other employees, clients, suppliers etc. It is important to recognise that you are dealing with privileged information.

You must not, except in the proper performance of your job or as required by law, disclose confidential information relating to our organisation. This also applies where we must respect an obligation of confidence to anyone else. This is both a legal and contractual obligation. You must respect it even after you leave our employment. Confidential information/data includes but is not limited to:-

* Sensitive information/data about other employees and those who undertake work or other activity on our behalf.
* Sensitive information/data about or received from customers, clients, suppliers etc.
* Unpublished financial accounts or statistical data.
* Trading or operational procedures, methodology or analyses.
* Processes, designs and products in development or subject to modification.

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

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

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

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

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

**Dress and Appearance**

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

You must be well turned out to reflect the image of high quality professional service and have regard to client and business expectations in your choice of dress.

We do not try to prescribe exhaustively what is and isn’t acceptable. Our expectations are reasonable and not unduly restrictive. We expect you to use common sense to apply this guidance. If you are unsure, please check with your manager before wearing something to work. We may ask you to change if we feel it is inappropriate. If you have to return home, the cost is your responsibility and we will expect you to make up any time lost.

We recognise the positive impact of diversity within our workforce. In particular, we are sensitive to the potential influence of culture, religion, disability, gender and sexuality on dress and appearance. We principally measure our dress and appearance standards by strategic considerations such as health and safety, security, hygiene and professional reputation. We will consider varying or adapting normal expectations where this would be appropriate. However, variations must not compromise our overall objective of projecting an acceptable, professional image.

**Protective Clothing and Equipment**

Where we issue protective clothing or equipment, this is for your protection. You must wear/use it at all appropriate times. If you attend work without it, we may send you home to collect it. Time lost is without pay or must be made up.

If you don’t wear protective clothing or use safety equipment, this may result in disciplinary action. Remember, you have a personal responsibility for your own health and safety and that of others. Please make sure you exercise this responsibly. This applies not only in how you use protective clothing/equipment but also to its care and maintenance.

Error! No bookmark name given.**Fundraising/Collections**

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

**Gambling/Betting**

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

**General Attendance (Absence/Timekeeping)**

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

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

If you are going to be absent, you must always comply with our reporting procedures. You must advise us immediately of e.g. sickness, delayed return from holiday, a domestic emergency etc. If we expect you at work and you cannot attend, you must inform us. If you are physically unable to do so personally, you must arrange for someone else to contact us urgently. You must subsequently provide any necessary evidence to support your absence, e.g. a medical certificate.

Absence from work without good cause, or failure to notify us of your absence, are potentially disciplinary matters. In particularly serious cases, we may consider either to be an act of gross misconduct. Following investigation, the normal penalty for gross misconduct is summary dismissal.

**Gifts and Hospitality**

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

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

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

You must be alert to attempts to influence you inappropriately or to engage in/facilitate bribery. This is especially relevant to those procuring goods or services or dealing with third parties on our behalf.

For instance, you may be offered excessive hospitality or gifts to facilitate business dealings. If you are unsure about when and what levels of hospitality are acceptable, check first with your line manager.

You must not seek or accept any inducement designed to influence you inappropriately in the performance of your role.

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

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

Where you are unsure, or feel refusal of a gift or hospitality might cause difficulty, consult your line manager first. Similarly, consult your manager if you are at all unsure about a business gift or hospitality you intend to offer.

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

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

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**Housekeeping**

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

**Integrity Due Diligence (IDD)**

INDECS is aware that new opportunities which include third parties not only increases the business, but also exposes us to greater risk. Our integrity due diligence requirements aim to improve our integrity control of potential business partners.

INDECS carries out a risk assessment where potential new business partners are unfamiliar and concerns are flagged before engagements are placed. INDECS is aware that greater knowledge of suppliers is therefore vital to success and the company's reputation.

Our standards for IDD facilitate improved access to knowledge about potential suppliers, how their business is conducted and what their values are. This understanding will give us knowledge of the business environment INDECS is operating in, so that we know what to expect.

Early risk identification is the key to success in managing integrity risk. In fact, the "flagged businesses" are often not a huge concern but a warning that something needs to be looked at in more depth or that some action needs to be taken before proceeding.

**How we decide High Risk Third Parties**

* Assess scope of Third Parties (Research the company online and select ones that could be

 subject to due diligence)

* Assess the level of corruption risk associated (check past organisational experiences,

 investigation results, audit inspections, prior losses, complaints etc)

* Conduct a risk-based anti-corruption due diligence
* Ensure that Director approval is given once risks have been identified and records are kept

**Next Steps**

INDECS ensures any third parties deemed to be high risk are contacted and concerns are discussed and documentation is recorded.

**Child Labour**

INDECS does not accept child labour. No person shall be employed at an age younger than 15 (or 14 where the national law so allows) or younger than the legal age for employment if this age is higher than 15.

The company must take the necessary preventive measures to ensure that it does not employ anyone below the legal age of employment.

These policies and procedures shall conform to the provisions of the relevant ILO standards

***Young Workers***

All legal limitations on the employment of persons below the age of 18 years must be followed.

We acknowledge that according to the UN Convention on the Rights of the Child, a person is a child until the age of 18. We recognise the rights of every child to be protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

***Forced Labour***

The Company does not engage in or support the use of forced, bonded or involuntary labour.

**Job Flexibility**

We expect you to adopt a flexible approach to your work pattern. You must carry out reasonable alternative duties, possibly in other departments, where necessary. We are dependent on this flexibility to adapt to the changing nature and volume of work. This helps to protect the future of the organisation and your employment.

**Lost Property**

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

**Media and Public Statements**

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

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

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

**Mobility**

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

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**Money Laundering**

You must adhere to our money laundering policy (Appendix Three) at all times.

**Outside Interests**

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

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

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

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**Performance Review**

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

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

**Personal Details**

Please inform us of changes in your personal circumstances e.g. new address, telephone number, next of kin. It is important such information is up to date so we can make contact e.g. in an emergency. This may include contact outside of normal working hours in urgent circumstances. Please ensure anyone whose personal details you supply is aware that we may contact them in an emergency.

**Personal Property**

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

**Private Mail**

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

**Selling and/or Buying Goods**

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

**Stock/Property**

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

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

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

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

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

Error! No bookmark name given.

**Telephones and Tablets**

Our telephones are principally for business use. Reasonable personal use is allowed to make urgent/essential calls. Please ensure family and friends restrict incoming calls to urgent/essential matters. We will withdraw the concession from anyone who abuses this privilege. You may also be held liable for unreasonable costs we incur. We may also take disciplinary action.

Mobile telephones and tablets that we issue should normally only be used in the performance of your duties. You should not use them excessively for private data access, personal calls or sending personal text messages/email. Please ensure family and friends restrict contact to urgent/essential matters. We review your usage regularly. You may be liable for the cost of inappropriate incoming and outgoing personal calls/messages/email. You will normally be liable for the cost of excessive data usage. We may also take disciplinary action.

**Working from Home**

On an occasional basis, you may be permitted to be based at home to carry out your work duties. You must have a genuine reason e.g. you may need to work on reports away from the distractions of the office. You must obtain a Director’s permission in advance.

You must be available at all times during the working day for the Company to contact you if required.

We reserve the right to review the work that you have completed on your working from home day.

You will not be permitted to work from home if you feel unwell; the day will be treated as a sickness absence and you should not be carrying out your duties.

Home workers are subject to the same health and safety requirements as workers based on Company premises and must be managed accordingly.

**Work Related Activities**

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

* drunkenness;
* the use of illegal drugs;
* unwelcome familiarity or harassment;
* violence or threats of violence;
* serious verbal abuse.

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

**4. Error! No bookmark name given.Equal Opportunities and Diversity**

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

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

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

### Our Recruitment and Employment Principles

We abhor recruitment based on harbouring or transporting people into situations of exploitation through violence, deception or coercion. We condemn employment practices in which people are subjected to servitude or forced to work against their will.

We embrace principles supportive of equal treatment without discrimination and with the protection of employment law for all staff.They are broadly based on those developed by the United Nations, International Labour Organisation, Institute for Human Rights and Business and the Ethical Trading Initiative.

We treat all staff equally; without discrimination and with respect for their human rights. All staff enjoy the protection of relevant UK law in respect of their employment. In particular: -

* We bear the full costs of recruitment and do not charge staff fees for hiring, placing or promoting them.
* We provide written statements of terms and conditions of employment to all staff as required by law. These documents explain everything in a clear and transparent way.
* We support the right to seek, obtain and hold employment without discrimination and with complete respect for dignity.
* We do not coerce anyone to work for us. When you choose to work for us you do so voluntarily.
* You must prove your entitlement to work in the UK. However, we do not hold or retain original passports, identity documents or residency papers. You should retain such documents personally.
* Everyone is paid regularly, in accordance with their terms and conditions of employment. Pay rates always meet or exceed the UK legal minimum. We provide a written summary of pay and deductions (pay slip) for each pay period.
* Working hours and rest breaks always meet UK law. We summarise the detail in your written statement of terms and conditions of employment.
* Everyone has the right to join or not join a trade union at their complete discretion.
* We provide safe and decent working conditions with suitable training as necessary. Our operations comply with or exceed statutory health and safety standards.
* We provide formal grievance provisions through which staff are free to lodge a work related complaint or raise a matter of concern.
* We do not impede anyone’s freedom of movement or their opportunity to seek employment elsewhere.
* We do not utilise child labour. UK law governs the work of any young person that we employ.

### Our Supply Chain

We also encourage our suppliers to endorse such principles to demonstrate their opposition to human trafficking and modern day slavery.

**Protected Characteristics**

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

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

**Your Responsibilities**

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

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

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

* someone associates with a person with a protected characteristic;
* someone is believed to possess a protected characteristic (even though they don’t);
* something particularly disadvantages people who share a protected characteristic more than others;

We expect you to treat, and be treated by, other employees and the people our organisation deals with considerately and with respect.

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

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

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

**5. Error! No bookmark name given.Non-Harassment and Bullying Policy**

**Our Policy**

We support your right and opportunity to seek, obtain and hold employment without discrimination and with respect for your dignity. Our equal opportunities and diversity provisions embrace principles supportive of equal treatment without discrimination. We expect and require everyone to recognise and observe the statutory protected characteristics.

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

**What Is Bullying?**

Bullying may be characterised as **“**offensive, malicious, intimidating or insulting behaviour”. It can be an “abuse or misuse of power through means that undermine, humiliate, denigrate or injure the recipient”.

**What Is Harassment?**

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

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

**Your Responsibilities**

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

***Some Examples***

The following are examples of behaviour which we find unacceptable: -

* Coarse or insensitive jokes and pranks;

* Coarse or insensitive comments about appearance or character;
* Display or distribution of offensive material whether written or pictorial;
* Inappropriate contributions to social networks, blogs or messaging services that potentially violate dignity;
* Deliberate exclusion or isolation from conversation or activities;
* Unwelcome familiarity, body contact or stalking;
* Abusive, insulting, or threatening language;
* Demands, threats or abuse of power to intimidate or obtain favours;
* Threatened or actual violence.

This is not intended as an exhaustive list.

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

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

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

We appreciate that an act of bullying or harassment may impact on your employment even though not directly connected. For instance someone may repeatedly follow you to or from work (stalking). You should advise your line manager confidentially about any such issue in the first instance. This will enable us to consider whether there are any practical ways we can support you.

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

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

Error! No bookmark name given.**6. Training and Development**

**Induction Training**

You will be taken on a tour of the premises when you start work. This is to familiarise you with the layout and facilities and introduce you to your colleagues.

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

Error! No bookmark name given.

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

**Annual Appraisal**

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

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

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

**Development Training**

We will discuss and agree your participation in internal and external training activities in advance. We will meet agreed costs incurred in such training.

We also encourage you to undertake training appropriate to your development. We will consider this on the basis of mutual benefit. In particular we examine the relevance to your role, development and our organisational needs. We cannot afford to fund every request we receive.

Please refer to Appendix Four for our Professional Subscriptions policy.

**Examinations**

We support our employees in completing a relevant professional qualification and offer study leave and financial support for assessments.   The most relevant exams are Chartered Insurance Institute, and for Certificate level exams this is set at 1 day per unit rising to 2 days per unit for Diploma and Associate level assessments.  The study leave allowance is inclusive of any time needed to complete assessments and / or attend formal examinations away from the office.

Every effort should be made to fit study leave around work commitments and the timing of such leave will be at the discretion of one of the Directors.  A minimum of 2 weeks notice is required.

In terms of financial support, INDECS will pay for the cost of study materials and your first examination.  If an Employee is unsuccessful in an exam, the cost of any resits will paid for by the Employee.  Please consult a Director before committing to any expenditure for study units.

INDECS will consider supporting other professional qualifications (such as Institute of Risk Management or Chartered Institute of Loss Adjusters) in lieu of Chartered Insurance Institute exams.  The basis for such support shall be at the discretion of the Directors.

Support for further professional exams (such as fellowship of professional institutes) shall be at the discretion of the Directors.

Error! No bookmark name given.**7. Hours of Work, Pay and Other Benefits**

**Business Expenses**

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

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

Please refer to our Travel policy for full details in Appendix Five.

**Deductions from Pay**

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

* Reasonable losses to property or monies sustained by us, any other employee, our clients, customers or visitors. This applies when due to your carelessness, negligence, recklessness, breach of procedures/rules or dishonesty/commission of an unlawful act.
* Insurance excesses imposed by our insurers because of your act or omission or a penalty imposed upon you. An example of this is the potential impact of penalty points for those who drive our vehicles.
* Any damages, expenses or other monies reasonably payable by us to a third party for your act or omission.
* Remuneration, expenses or other payments made in error or by your inappropriate claim/misrepresentation.
* Holiday pay already paid which exceeds your accrued holiday entitlement at the date of leaving our employment.
* The reasonable cost of replacing equipment and/or property entrusted to you during employment. This applies if you fail to maintain it properly or do not return it before leaving our employment.
* An amount equal to our reasonable loss or the extra cost of covering your duties should you fail to work your full contractual notice. This applies when you leave our employment early without our agreement.
* Attachment of earnings orders and any other statutory deductions orders issued to us.
* Costs resulting from any training agreement you have signed, should you leave our employment before it expires.
* Any other sums you owe including, but not limited to, outstanding loans, advances and relocation expenses.

**Deduction Procedure**

We follow our deduction procedure in respect of any deduction we make from your pay. Any deduction is by way of compensation, based on a genuine assessment of our costs. Where relevant and appropriate, we will set out a pre-estimate of losses. A deduction will only be made in respect of circumstances entirely attributable to you/your action. We do not use the deduction provision to impose penalties. However, we may separately investigate the circumstances utilising our disciplinary provisions.

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

**Flexible Working**

You can request flexible working if you have at least twenty-six weeks continuous employment at the time of your application. Only one request can be made in any twelve month period. Successful applications for flexible working normally result in a *permanent* change to your terms and conditions of employment.

We will consider your request in accordance with the current provisions of the ACAS code of practice.

Please make statutory requests for flexible working in writing and send to your line manager. Please state whether you have made a previous request and if so, when. Please date your request and be sure to include the following details:

* The change to working conditions and/or flexible working pattern you are seeking.
* When and why you would like the changes to take effect.
* If it’s only for a limited term, how long it would last.
* If you wish it to apply permanently or for an initial trial period.
* What effect you consider the request will have on our organisation and how this could be accommodated.
* Whether you are making the request under the Equality Act 2010 e.g. a “reasonable adjustment” for a disability.

We will consider your request objectively and discuss it with you as soon as possible. Wherever possible, we will conduct discussions privately. If we need additional time to consider the implications, we will advise you. We will aim to conclude the process within three months and write to you with our decision.

There are statutory business reasons why we may reject a request. These are:

* The burden of additional costs is unacceptable to the organisation.
* We are unable to reorganise work among existing staff.
* We are unable to recruit additional staff.
* The change would have a detrimental impact on quality.
* The change would have a detrimental effect on our ability to meet customer demand.
* The change would have a detrimental impact on performance.
* There is insufficient work during periods you propose to work.
* Your request does not fit with planned structural changes.

If we reject your request, you may appeal. A more senior representative of management without prior involvement will hear your appeal, wherever possible. You must submit your grounds of appeal in writing within five working days.

You may be accompanied by a work colleague at any meetings that take place.

**Group Income Protection Insurance**

You are eligible for group income protection insurance. Full details will be provided to you separately.

**Hours of Work**

Your Contract of Employment will refer to your hours of work.

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You may also have the opportunity to opt-out of the restriction of an average forty-eight hour working week by signing a relevant agreement upon starting work for us. Such opportunity is subject always to any over-riding legal restrictions e.g. drivers’ hours, young workers etc.

**P11D**

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

Error! No bookmark name given.

**Pension Provisions**

To help you save for retirement, the law requires us to provide an auto-enrolment, workplace pension scheme. You are eligible for enrolment if you meet certain statutory criteria. Currently, the following normally apply:-

* You are at or above the current minimum weekly/monthly statutory earnings threshold.
* You are 22 years of age or older.
* You are under the current state pension age.

If you meet these criteria we must automatically enrol you into our pension scheme. You can opt out if you want. However, staying in means you have your own personal pension when you retire. Your pension still belongs to you; even if you leave our employment.

Automatic enrolment schemes feature three elements that comprise your “pension pot”. These are your own contributions, our contributions and the Government's contributions (by way of tax relief). We automatically write to eligible new starters and those whose wages have moved them above the statutory earnings threshold. Our letter explains your options and provides further information such as:-

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

Every three years we must go through a statutory re-enrolment process. Where you previously opted out (and in certain other circumstances) we may have to re-enrol you. We will write to you if we believe this applies to you. You can again opt out if you wish.

**Benefits**

Your Contract of Employment will confirm the benefits associated with your employment. Terms of membership and further details are made available to those who are.

We will review the additional benefits annually. It may confirm, improve, amend, withdraw, replace or add a provision according to current business circumstances. We will consult with you before any major changes are implemented.

**Season Ticket Loan**

On the successful completion of your probationary period, you may be eligible to benefit from the Company’s interest-free season ticket loan. You will be required to sign to an agreement in advance to accept the terms and conditions of the loan.

**Salaries/Wages**

Your Contract of Employment indicates your rate of pay. It sets out the frequency and method by which we pay you. It identifies if you are entitled to payment**/**paid time in lieu for extra hours you work. Regular pay statements indicate your pay and any deductions we have made e.g. P.A.Y.E. and National Insurance.

Please raise any problems with your pay immediately e.g. under-payment, overpayment or incorrect deductions. **Error! No bookmark name given.**Where we overpay you, this is normally recovered in full from your next pay. We will give you advance warning of any such deduction. We will discuss any individual hardship with you. We may agree that significant sums are repaid over a longer period.

Error! No bookmark name given.

**Tax Year Details**

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

**Working Additional Hours**

You may work additional hours over and above your normal hours. Your Contract of Employment normally identifies the applicable provisions. Where we commission such work it is because of operational need. We must normally authorise it in advance and we try to provide as much notice as is reasonably practicable.

Error! No bookmark name given.**8. Annual, Bank and Public Holidays**

**Annual Holiday Entitlement**

Your Contract specifies your annual holiday entitlement.

We base your holiday entitlement around your “working week”. A "working week" may vary from employee to employee. We describe your “working week” in your Contract. Part-time staff receive an entitlement which is strictly pro-rata to full-time staff.

**Calculation of Entitlement**

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

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

**Carrying Forward Annual Leave**

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

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However, you may carry forward 1 week into the succeeding holiday year. We normally only consider this when you have taken at least four working weeks of holidays. You must also obtain the specific approval of your Manager. Where we agree, we will confirm approval in writing. We will make clear how many days and the latest date by which they must be taken. If you don’t take them by this date you forfeit what is left.

**Holiday Pay**

We calculate holiday pay using contractual hours; normally at basic rates of pay. Please see your principal statement of terms and conditions of service for details.

If you do not work fixed or regular hours/days/shifts each week, holiday pay is assessed somewhat differently. We base it on your average weekly hours over the current statutory reference period.

Some staffs’ terms and conditions may oblige them to work additional hours when we require it. This can be a regular aspect of the role or only triggered on occasions we specify. Where you have such an obligation, we may need to reassess your holiday pay to reflect additional hours you work.

Where reassessment results in the enhancement of holiday pay, this applies only to the statutory period of annual holidays (the first four working weeks).

Sometimes staff volunteer to undertake additional hours beyond normal contractual hours. This may be to deal with peaks in work, special projects etc. We have no obligation to offer such additional hours and staff have no obligation to undertake any we do offer. Where additional hours are voluntary and occasional they do not count towards holiday pay.

**Late Return**

Where you are prevented from returning to work by something beyond your control, you must advise us immediately. This would apply, for instance, in the event that a return flight from your holiday is delayed, cancelled or you miss its departure.

If you are prevented from returning to work by sickness or injury, please follow the provisions set out later in this section.

Should you fail to return to work following a holiday and do not advise us, you are absent without leave. We regard absence without leave as a potential disciplinary matter which, following investigation, we may treat as gross misconduct. The normal penalty for gross misconduct is summary dismissal.

**Holiday Requests**

We are as accommodating as possible when granting time off for holidays. We consider all holiday requests on a "first come, first served" basis. We reserve the right to vary requests to meet the needs of the organisation and maintain adequate staffing levels. You may not normally change your holiday dates once confirmed.

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

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

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* At least 8 weeks notice before the required start date for periods of 6-11 working days.
* At least 4 weeks notice before the required start date for periods of 3-5 working days.
* At least 1 week’s notice before the required start date for periods of between 1-2 working days.

One period of two consecutive weeks’ holiday must be taken in each holiday year.

**Holiday Year**

Please consult your Contract of Employment for details of our holiday year.

**Leaving During the Holiday Year**

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

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

**Payment in Lieu**

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

**Public/Bank Holidays**

We identify Public/Bank Holidays that are part of annual holidays in your Principal Statement of Terms and Conditions.

**Sickness during Authorised Holidays**

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

This provision also applies to Public/Bank Holidays.

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

Email communication or sending a text message is not acceptable.

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

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

If you convert a period of approved annual leave to sick leave, our contractual sickness scheme may apply. The provisions of the SSP scheme may also apply. We may need to recover any overpayment of salary/wages that has occurred and substitute sick pay. We will also require a medical certificate in English, irrespective of the duration of the sickness.

Error! No bookmark name given.**9. Health and Safety**

**Adverse Weather and Other Disruptive Circumstances**

There may be occasions when unusual/unforeseen circumstances affect your ability to work normally. These include:

* Adverse weather conditions, such as a severe snowfall.
* Disruption to public transport because of strikes.
* Road closures due to accidents or terrorist threats.

In such situations we expect you to make every reasonable effort to reach your workplace. You should adapt your means of travel if necessary, even if this means you will arrive late. Where we issue protective clothing or equipment you must wear/utilise it.

We do not expect you to risk your or the health and safety of others to reach or undertake work. You must personally notify your line manager if you believe you will be unable to reach your workplace on time. You must do this as soon as possible; preferably at least one hour before your normal start time. In all situations you must make contact no later than one hour after your scheduled start time. You should make every reasonable effort to get to work later in the day if the situation improves.

Dependent upon the circumstances, you may request such time as holiday or unpaid leave. We may also agree that you make up the time at a later date. We will consider whether it is possible for you to work at another location or from home.

Where conditions worsen and you are at work, we may decide that work must cease. We may decide that it is appropriate for you to leave work early. We may decide to postpone or cancel work on succeeding day(s). We will only take such action where there is a risk to your or other people’s health and safety. Where there is the potential for disruptive problems to persist we will try to put contingency arrangements in place.

You must not leave your workplace without first obtaining our approval. We will consider it unauthorised leave if you do. This will normally result in the period being without pay. We may also take disciplinary action.

We will advise you as quickly as possible of any contingency arrangements we intend to implement. In exceptional circumstances, we may be forced to advise you that work cannot take place. This is normally for safety reasons and may be by third party decision. The area around a dangerous building may be closed by the local authority, for instance. The police may make an area a crime scene. Such decisions are beyond our control. We may have to send you home or advise you not to leave for work at all. If we continue to pay you normally, we can require you to make up lost hours. Such hours do not attract additional remuneration or premia payments.

Where such circumstances continue for a longer period, we may have no alternative but to invoke our lay-off provisions.

**Alcohol and Drugs**

Error! No bookmark name given.We require you to attend work in a fit and appropriate state. Impairment from the effects of drugs or other substances (whether legal, illegal or supplied on prescription) or alcohol is unacceptable. You must not report for or be unfit at work due to drugs, psychoactive substances, intoxicants, alcohol etc. To do so is a serious infringement of our safe working procedures. Where we believe there is an infringement, disciplinary action will be taken. This can include summary dismissal in serious cases.

You must not consume alcohol on our premises unless related to a Company event.

We may take disciplinary action, for instance:-

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

**Prescription Drugs, Patent Remedies and Psychoactive Substances**

The effects or side effects of prescription drugs and patent medicines can potentially jeopardise your normal work. Most psychoactive substances (sometimes referred to as “legal highs”) are illegal for human consumption.

It is your responsibility to ascertain whether anything you take or use may impact adversely on your work. This applies even where the product, medication etc. has been legally supplied.

Consult your manager if you are concerned that the impact of such medication may be unsafe/inappropriate at work. We will individually agree action, including temporary exclusion from tasks/duties, if it places you or others at risk.

**Health and Safety at Work**

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

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

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

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

Smoking is not permitted anywhere on our premises. This restriction includes the use of electronic “cigarettes”. Smoking breaks should be kept to an absolute minimum during the working day.

Please refer to our full Health and Safety policy.

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Error! No bookmark name given.**10. Sickness/Injury Absence, Payments and Conditions**

**Absence - Notification**

You must notify **Error! No bookmark name given.**your Line Manager by telephone at the earliest opportunity on the first day of sickness absence. Please do this before 9am if possible. In any event, you must always contact us within one hour of your scheduled start time. Please contact us personally. If your illness prevents this, please ask a relative, friend or neighbour to contact us.

We do not accept Error! No bookmark name given.email communication or sending text messages.

It is essential we know you are ill so we can cover your duties and responsibilities. This minimises disruption and helps us maintain a reasonable workload for your colleagues.

Please tell us the reason for your absence and how long you expect to be off work. You must keep us regularly informed of progress, especially if your absence continues longer than expected.

**Following our Procedures**

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

**Holidays and Long Term Sickness**

Statutory holiday entitlement continues to accrue during a period of long term sickness. Where it is practicable to complete your holidays before the current leave year expires, you should do so.

Where absence prevents you from taking holidays before the leave year ends, special provisions apply. Exceptionally, you may be able to carry forward some holidays to the subsequent leave year.

In such circumstances, you do not accrue holidays exceeding the statutory holiday entitlement (the first four working weeks of holidays).

We must agree the amount of leave to be carried forward. We will normally expect you to take this by the end of the following leave year, unless otherwise agreed. Our normal procedure for booking leave will apply.

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

**Infectious Conditions**

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

**Light/Alternative Duties**

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

**Medical Report**

We may seek access to a written medical report supplied by your doctor or specialist where necessary. This can provide us with details of your health and fitness to undertake normal or alternative duties. It may also assist us to consider reasonable adjustments that are felt helpful. We will seek your written consent on every occasion.

We may also commission an independent medical examination or occupational health assessment at our expense. We do this where we consider it necessary or helpful in assessing your fitness for work. There may be other circumstances e.g. an insurance underwriter’s requirements or to fulfil statutory obligations where such assessment is desirable. It is our contractual expectation and very much in your interests that you co-operate.

Please see the medical evidence clause in the Capability Section of this handbook for further information about the provision of medical reports.

**Repeated or Continued Absence**

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

We will review your overall absence where there is repeated or continued absence. This applies even where absence is certificated. We sympathise with genuine periods of sickness absence and have regard to the Equality Act 2010. However, we must focus on the needs of the organisation. We cannot operate efficiently with high levels of absenteeism. Our capability procedure identifies the detailed provisions that apply.

We may commission an occupational health assessment. We will consider any reasonable adjustments that your doctor, specialist or an occupational health advisor suggests. We will consult you about available options and carefully consider your views.

Medical opinion may suggest that no improvement is likely within a reasonable timescale. Equally, we may consider suggested adjustments to manage incapacity or disability impractical or unreasonable. In such circumstances, we may have to consider dismissal because of medical capability.

## Return to Work

You must notify **Error! No bookmark name given.**your Line Manager by telephone no later than midday on the working day before the day you intend to return to work. This allows us to stand down temporary cover and plan for you to resume your duties and responsibilities.

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

**Return to Work Interview**

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

**Self-Certification**

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

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

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

**Seven Days or More Absence**

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

**Sick Pay - Statutory**

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

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

**Sick Pay – Statutory and Contractual**

We operate a contractual sick pay scheme as well as any statutory obligation to pay statutory sick pay (SSP). We will supply you with details separately.

Any contractual sick pay you receive includes the appropriate element of statutory sick pay.

## Third Party Claims – Impact on Contractual Sick Pay

A negligent third party may be responsible for your absence or injury e.g. a car accident. You may sustain a period of absence through participation in sport or travel. You may be able to claim compensation for loss of earnings in circumstances like this. You may need to make an insurance claim. You must inform us of such circumstances when reporting your absence. If you cannot advise us immediately, you must do so as soon as you can.

We do not pay contractual sick pay where you can claim compensation from a third party. Instead, we treat non-statutory sickness payments as a loan. Where a compensation claim succeeds, you must repay the sum we have loaned you in full. Where your claim only partially succeeds, we may accept a sum proportional to the earnings you would otherwise lose. It is a condition of employment that you repay any loan. We will seek to agree with you how to make the repayment(s). However, we reserve the right to deduct appropriate sum(s) from your pay if necessary. We will advise you in advance, in writing, where we intend to do this.

We consider the circumstances applicable to each request carefully. We reserve the right not to make a loan according to the circumstances. Any loan we make is at our entire discretion and not a contractual entitlement. We may require you to sign an individual loan agreement where we agree to offer this facility.

Error! No bookmark name given.**11. Maternity, Paternity, Adoption and Family Friendly Provisions**

**Maternity**

***Our Procedures***

* We carry out a health and safety risk assessment to protect the health of new and expectant mothers. We do this once you tell us you are pregnant. We also risk-assess if you have given birth in the last six months or are breast-feeding.
* We will take account of your condition and the work you normally do. We try and make adjustments if we believe you cannot carry out your usual work. Alternately we look for other suitable work for you to do.
* If we cannot find suitable work for you to undertake, we will suspend you from work on full pay. We do this until the risks to you/your baby’s health have passed or suitable alternative work becomes available.
* You may take reasonable time off with pay during working hours for antenatal care advised by a registered medical practitioner. Please arrange appointments outside of your working hours if possible. Alternately, please arrange them for the start or end of your working day. Please show your line manager your appointment card for second and subsequent appointments.
* You may change your mind about the date on which you want maternity leave to start. If you do, you must give us at least four weeks’ notice in writing.
* You may change your mind about the date on which you want maternity leave to end. If you do, you must give us at least eight weeks’ notice in writing.
* Pregnancy-related illness in the four weeks before your expected week of childbirth triggers maternity leave. This is to protect your and your baby’s health and safety.
* You cannot work under any circumstances for at least the first two weeks after giving birth.
* Subject to eligibility, you may terminate maternity leave and switch to shared parental leave instead. Please see the “shared parental leave” and “shared parental pay” sections.
* We may suggest or you can request up to ten ‘keeping in touch days’ (KIT days). You can use KIT days for work, attendance at meetings with colleagues, undertaking training etc.
* We must mutually agree any KIT day requests between us. There is no legal obligation for KIT days to be offered or undertaken. Any KIT days you work do not extend the period of maternity leave.
* KIT days are separate and distinct from shared parental leave “In Touch” (SPLIT) days.

***Regulations***

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

* When your baby is due;
* When you would like your maternity leave to start;
* A copy of the MatB1 certificate issued by your doctor or midwife;
* How many weeks of maternity leave you are likely to take personally.

We need this information no later than fifteen weeks before your expected date of childbirth; preferably earlier.

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

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

You normally have the right to return to the same job. Where this is not reasonably practicable, you may return to a suitable and appropriate alternative. If you are made redundant during maternity leave, we will offer you any suitable alternative employment we identify.

You are normally entitled to statutory maternity pay (SMP) if your earnings are above the National Insurance lower limit. This is paid for thirty-nine weeks. This applies providing you have twenty-six weeks’ continuous employment by the fifteenth week before your expected week of childbirth. You may take a further thirteen weeks of maternity leave but this is without statutory maternity pay.

If you do not qualify for statutory maternity pay, you may still be entitled to claim Maternity Allowance from the Government.

***Taking Holidays during Maternity Leave***

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

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

**Adoption**

If you are the primary adopter, you are entitled to up to fifty-two weeks’ adoption leave. You must be newly matched with a child for adoption. You must request your start date for adoption leave within seven days of being matched. Adoption leave consists of twenty-six weeks ordinary adoption leave (OAL) and twenty-six weeks additional adoption leave (AAL).

You are normally entitled to statutory adoption pay (SAP) if your earnings are above the National Insurance lower limit. This is paid for thirty-nine weeks. You must also have twenty-six weeks’ continuous employment by the date you are matched with the child. You may take a further thirteen weeks of adoption leave but this is without statutory adoption pay.

We may suggest, or you can request up to ten ‘keeping in touch days’ (KIT days) during adoption leave. You can use KIT days for work, attendance at meetings with colleagues, undertaking training etc. We must mutually agree any KIT day requests between us. There is no legal obligation for KIT days to be offered or undertaken. Any KIT days you work do not extend the period of adoption leave. Kit days are separate and distinct from shared parental leave “In Touch” (SPLIT) days.

If you are adopting with a partner, you need to decide which of you will be the primary adopter. That person will claim the adoption leave/pay. The other person (the secondary adopter) may qualify for paternity leave and pay. Please see “Paternity and Arrangements for Partners” below.

Subject to eligibility, you may terminate adoption leave and switch to shared parental leave instead. Please see the “shared parental leave” and “shared parental pay” sections.

You must be the child’s primary adopter to qualify. Your spouse, partner or civil partner may qualify for paternity (secondary adopter) provisions. You must share the main responsibility to care for the child from placement for adoption. Please see “Shared Parental Leave” below.

As the primary adopter, you may attend up to five adoption appointments with pay. The secondary adopter may attend up to two adoption appointments without pay.

**Parental Leave**

You have the right to apply for unpaid parental leave if you have at least one year’s continuous service. You must be the parent of a child under eighteen years old. Each parent can take a total of eighteen weeks leave for each child under the age of eighteen. Similar provisions apply if you adopt a child or young person under the age of eighteen.

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

You must normally give at least 21 days’ notice of your intention to take parental leave. We have the right to postpone the leave for up to six months for business reasons.

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

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

**Paternity and Arrangements for Partners**

Fathers are normally entitled to take up to two weeks’ paternity leave following the birth. You must take the leave as a single block of either one or two weeks. You cannot take odd days or two separate weeks. You must have at least twenty-six weeks continuous employment by the fifteenth week before the expected week of childbirth.

You are normally entitled to statutory paternity pay if your earnings are above the National Insurance lower limit. You must use your statutory paternity entitlement beforemoving to shared parental leave. You are ineligible for statutory paternity leave and pay once you move to shared parental leave/pay.

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

You must make your request by the fifteenth week before the expected week of childbirth. You must also give us at least four weeks’ notice of when you want the leave to start.

Your spouse, civil partner or partner, or the mother of your child may propose to return to work early. She may not use all her fifty-two weeks of statutory maternity leave. In such circumstances you may be eligible to request shared parental leave. We will require a signed declaration from you when you make such request.

You must be the child’s father **or** the spouse, civil partner or partner of the child’s mother/primary adopter to qualify. You must also share the main responsibility to care for the child from birth or placement for adoption. Please see “Shared Parental Leave” below.

An expectant father (or the partner of a pregnant woman) may also attend up to two antenatal appointments with her. Similarly, a secondary adopter may take time off to attend up to two adoption meetings. Time off is without pay. You must advise us of the date and time of the appointments. You must also confirm your eligibility to attend by reason of your relationship with the expectant mother or expected child.

**Shared Parental Leave**

Eligible parents can share the care of their child for up to fifty weeks following birth or adoption. This also applies to certain intended parents in a surrogacy arrangement and to same sex partnerships. Where you reduce your full, personal maternity/adoption leave entitlement you potentially become eligible for shared parental leave. When you take shared parental leave you may also be eligible for shared parental pay. Your partner must separately liaise with their employer about any request for shared parental leave or pay.

The statutory provisions underpinning shared parental leave (and shared parental pay) are complex. Not everyone is eligible. As with maternity, you continue to benefit from your terms and conditions of employment during shared parental leave. There are some exceptions. The most notable is remuneration.

You also remain bound by your employment obligations. For instance, you must continue to observe our confidentiality provisions. You normally have the right to return to the same job. Where this is not reasonably practicable, you may return to a suitable and appropriate alternative. If you are made redundant during shared parental leave, we will offer you any suitable alternative employment we identify.

If you are eligible, please advise your line manager if you wish to utilise shared parental leave/pay. You must do so at least eight weeks prior to any shared parental leave you wish to take. You must also end/give notice to end your maternity/adoption entitlements. It may be necessary to arrange a meeting to discuss your request. You may wish to be accompanied by another employee or trade union representative.

Shared parental leave is only available to two people. These are the mother/primary adopter **and** the child’s father **or** the spouse, civil partner or partner of the child’s mother/primary adopter. Both parents must share the main child care responsibilities from birth/placement for adoption.

You must have a minimum of twenty-six weeks’ continuous service with us. You must have achieved this by the end of the fifteenth week before the due date/matching date. You must also still be working for us at the start of each period of shared parental leave.

You must formally advise us of your request and provide any necessary evidence we require. This will include:-

* The name of the other parent and amount of shared parental leave you each wish to take.
* When you envisage taking the leave.
* A signed declaration from your partner including details such as their national insurance number.
* Their formal consent to the amount of shared parental leave you intend to take.

Where you are the mother’s/primary adopter’s partner, you must meet the “employment and earnings test”. This requires you to have worked for at least twenty-six weeks in the sixty-six weeks leading to the due date/matching date. You must also have achieved the statutory earnings level for at least thirteen of those sixty-six weeks.

You may decide to take shared parental leave as a single, continuous period of weeks. However you can request up to three discontinuous, separate periods. Where you suggest discontinuous periods we will consider your request carefully. However, we have the right to refuse or modify suggestions which our business needs cannot accommodate.

You may wish to vary or cancel a period of shared parental leave. You must give written notice to do so at least eight weeks in advance.

**Shared Parental Leave “In Touch” Days**

We may suggest or you can request up to twenty shared parental leave “in touch” days (SPLIT days). You can use SPLIT days for work, attendance at meetings with colleagues, undertaking training etc.

We must mutually agree any SPLIT day requests between us. There is no legal obligation for SPLIT days to be offered or undertaken. Any SPLIT days you work do not extend the period of shared parental leave.

**Shared Parental Pay**

Where eligible, you may be entitled to shared parental pay during shared parental leave. The amount available will depend on how much the mother/primary adopter reduces their maternity/adoption pay period or maternity allowance period.

To claim shared parental pay you must also meet the following conditions:-

* The mother/primary adopter must be/have been entitled to statutory maternity/adoption pay or maternity allowance. They must also have reduced their maternity/adoption pay period or maternity allowance period.
* You must intend to care for the child during weeks when shared parental pay is payable.
* Your average weekly earnings must not be less than the lower earnings limit for national insurance purposes. This applies to the eight weeks up to and including the fifteenth week before the child’s due date/matching date.
* You must remain in continuous employment until the first week of shared parental pay has begun.
* You must give your line manager written notice of your entitlement at least eight weeks before receiving shared parental pay. Ideally you should do so when you give notice of your wish to take shared parental leave.

Your notice must include:-

* The start and end dates of any maternity/adoption pay or maternity allowance.
* The number of weeks of shared parental pay available. How many you and your partner each intend to claim.
* A (non-binding) indication of when you expect to claim shared parental pay.
* Your signed declaration confirming the information is correct and you meet, or will meet, the criteria.
* Your confirmation that you will inform us immediately should your eligibility cease.

You must also provide a signed declaration from your partner confirming:-

* Their agreement to you claiming shared parental pay and for us to process the payments to you.
* Where your partner is the mother/primary adopter, they have reduced their maternity/adoption pay or maternity allowance accordingly.
* Where your partner is the mother/primary adopter, they will immediately inform you should they cease to satisfy the eligibility conditions.

**Time Off for Incidents Affecting Dependants**

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

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

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

**Summary of Provisions**

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

Error! No bookmark name given.**12. Special Leave**

**Attendance at Court as a Witness**

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

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

**Bereavement**

If a member of your immediate family dies, please contact your Line Manager to request compassionate leave. We view such requests as sympathetically as possible but must also have regard to operational needs.

We normally allow time off with pay e.g. to register a death, arrange and/or attend a funeral and attend probate interviews as follows:

* Death of your spouse, partner, your or your partner’s parent, son, daughter, brother, sister, grandparent or grandchild - up to five days.

**Jury Service**

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

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

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

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

Error! No bookmark name given.**Public Service**

We normally allow reasonable time off without pay for certain public duties, as typified below:-

* Justice of the Peace
* Local Authority Elected Member
* Statutory Tribunal Member
* NHS Trust Member
* School Governor
* Army/General Reservist

You must agree the relevant provisions with your Line Manager in advance.

**Time Off for Other Reasons**

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

Error! No bookmark name given.**13.** **Data Storage, Email, Internet and Social Networking**

**Introduction**

During your employment you will inevitably access our communication systems and equipment. This may routinely include fixed and mobile phones, internet and email systems. You may also have access to laptops, tablets, smart phones and other data storage/sharing systems and devices we utilise.

Usage is not without risk and must always conform with our procedures. It is a serious disciplinary offence if you fail to observe our rules and requirements. We will take appropriate disciplinary action which may result in dismissal for serious infringements.

We monitor usage of our databases, email, internet, telephones and all other forms of communication. This is for our operational efficiency. We must also ensure compliance with data protection, lawful interception of business communications and computer misuse legislation.

We may intercept *any* personal communication you send or receive utilising our equipment, systems or facilities. It does not matter whether you do so with or without our approval. Do not assume privacy, confidentiality or security for any personal communication you send or receive via our systems or equipment.

**Legal Implications**

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

* You must not post defamatory or derogatory statements about us, our employees, clients, suppliers etc. This applies to business and personal email. It also applies to contributions you make on internet/social networking sites, blogs, by use of messaging tools etc.
* You must not upload, download or otherwise utilise commercial software, applications or any other copyright materials belonging to others. You must receive express authorisation before doing so where our organisation is licensed to use such material.

You infringe the Computers Misuse Act, Data Protection Act or General Data Protection

Regulation if you:-

* deliberately access or disclose computer programs or data without authority;
* access programs or data with the intent to commit or facilitate the commission of an offence;
* intentionally make unauthorised modification of computer programs or data held in a computer;
* deliberately access, process, knowingly or recklessly obtain or disclose personal data or information without authority.

**Monitoring Email**

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

* establish information and produce statistics relevant to our operations;
* determine whether or not communications relate to us;
* reduce the level of inappropriate unsolicited email (spam) we receive;
* manage our network to make sure our systems operate efficiently and securely;
* identify unauthorised usage, including breaches of these rules and procedures;
* prevent or detect crime;
* intercept communications that may contain viruses;
* monitor volume and nature of email whether sent individually or more generally.

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

You may also be personally liable if you infringe data protection legislation by inappropriately disclosing someone’s personal data in an email.

***Remember:-***

* The style and content of email messages must be consistent with standards we identify.
* You must not send confidential, personal or other sensitive information by insecure email. Consult your manager regarding the use of appropriate security/encryption/data loss prevention strategies.
* Contracts can be offered, accepted and varied by exchange of email and may be binding. This can apply even if you do not have authority to conduct such activity on our behalf.
* We are potentially liable for inaccurate, inappropriate or defamatory content you circulate. We hold you accountable for all email communications you initiate that may affect us. This applies whether what you say is contained in official or your own personal email.
* Make sure statements made in emails are factually correct and expressed appropriately.
* Only send email to those for whom it is directly relevant. Only c.c. messages when it is important that those specific additional recipients see them.
* We expect you to make expeditious use of the b.c.c (blind copy) facility. This permits you to copy an important email to several people without disclosing each person’s email address to the others. This may be particularly valuable where the list contains personal email addresses.
* You potentially commit an offence if you disclose someone’s personal data inappropriately e.g. in an email. You may be held legally liable personally for doing so. You may also face disciplinary action. We may consider the most serious infringements to be gross misconduct or gross negligence which can lead to dismissal.
* If an email looks suspicious it quite probably is. Exercise considerable caution before you open unknown or unexpected emails and/or attachments. They may contain malicious applications, import viruses or subject our systems to a “ransom” attack.
* Do not use the “reply to all” facility incautiously or cascade “chain”, “junk” or “spam” emails to anyone else.
* Use the “reply” facility only when you have something specific to say. Don’t clog up other users’ inboxes simply by saying “thanks”.
* Keep passwords secure. Do not divulge them to any other person or organisation. Do not allow anyone to see you enter passwords.

**Policy Infringements**

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

**Security Rules**

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

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

**Social Networking**

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

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

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

You may also develop a database of contacts on such sites. It will inevitably contain a mixture of connections. You may obtain some from our contact database. You may create some with our clients, other employees etc. during your employment. Some may be contacts from former roles or your personal acquaintances. Where you develop contacts through your work on our behalf, our confidentiality provisions apply. You must respect them even after you leave our employment. Confidential information includes, but is not limited to, information and data about other employees, customers, clients, suppliers etc. We may require you to supply details of contacts established as part of your employment before you leave. We may require you to delete such contacts from your account(s) at our entire discretion.

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

**Using the Internet and Email**

Our facilities are principally to be used for official purposes. You may use our facilities for personal email and to access the internet. Your usage must be limited and only take place during breaks or in your own time. It must always be appropriate.

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

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

* Sending messages or images that are potentially offensive, libellous, obscene or contravene our equal opportunities policy.
* Sending messages or images that could constitute bullying or harassment or are potentially detrimental to our organisation’s interests.
* Accessing the internet or sending email for any illegal purpose or acting in breach of the Computers Misuse Act, Data Protection Act or General Data Protection Regulation. This also includes downloading or watching television programmes without any requisite licence.
* Accessing or distributing pornographic images, graphics or text depicting nudity, intercourse or sexual acts.
* Using our networks or equipment without approval to access social networking sites such as Facebook or YouTube during working hours.
* Engaging in on-line gambling using our network or equipment.
* Downloading or distributing copyright information and/or software without express approval.
* Setting up websites, web pages, blogs etc. using our facilities or in our name without express approval.
* Publishing images, pages or contributions on external websites (including social networking sites) without express approval. This restriction relates not only to content referencing our organisation but also our employees, clients, suppliers etc.

Buying or selling things and engaging in online auctions on your own behalf or in our name without express approval.

Error! No bookmark name given.**14.** **Disciplinary Procedure**

**Introduction**

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

For the avoidance of doubt, please note that this section of the handbook is non-contractual and does not form part of your contract of employment.

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

**Rights of Appeal**

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

You are entitled to appeal following the imposition of any formal disciplinary penalty including a decision to dismiss. We will send you a letter setting out the outcome of the disciplinary hearing. If you wish to appeal, you must do so in writing within five days of receipt. A more senior representative of management without prior involvement will hear appeals, wherever possible.

**Short Service**

In the first two years of your employment, including any probation period, we reserve our right to shorten this procedure. We may do this if we believe that warnings or further training will not lead to sufficient or sustained improvement. In particular, we may consider dismissal for an initial breach of disciplinary provisions other than gross misconduct.

You retain the right to be accompanied by a work colleague or trade union representative at any formal hearing. You also retain the right of appeal against any penalty we impose.

**The Key Differences between Capability and Disciplinary Provisions**

* If you break our rules or codes of behaviour this is culpable conduct. We normally refer to it as misconduct and utilise our disciplinary procedure. This is in accordance with the ACAS Code of Practice.
* Where you do not meet our work expectations or standards of performance, this too is culpable conduct. However, it often identifies a training need. We normally deal with lack of skill, knowledge, ability etc. via our capability procedure. This is in accordance with the ACAS Code of Practice.
* Occasionally we may encounter both misconduct andpoor performance. For instance, we may be dealing with inadequate attendance and shortly afterwards discover falsified expenses. It does not matter whether either – or both – our capability and disciplinary procedures are activated. Both deal with allegations of culpable conduct.
* [Any penalty](https://www.xperthr.co.uk/how-to/how-to-decide-on-an-appropriate-disciplinary-penalty/105470/#in-what-circumstances-might-particular-penalties-be-appropriate) we consider will be a reasonable response; fair and appropriate to the nature and seriousness of the misconduct/poor performance. Our consideration includes your disciplinary and general work record (including current warnings), work experience, position, length of service etc. This is in accordance with the provisions of the ACAS Code of Practice and ACAS Guidance.
* Where ill health or injury is the predominant factor, this is not a consequence of culpable conduct. Hence we follow the special medical capability provisions set out within the capability procedure. Medical capability considerations are excluded from the ACAS Code of Practice.
* Breaches of attendance standards or sickness triggers impact on our activities and on other colleagues. We treat this as culpable conduct and not a direct consequence of ill-health. Normally we follow our capability procedure. Occasionally, we may follow the disciplinary procedure if we believe there is evidence of misconduct. The reason we follow the capability or disciplinary procedure is to protect your rights under the ACAS Code of Practice.

**The Process we Follow**

Informal Action

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

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

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

Misconduct

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

Serious Misconduct

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

Ending your Employment

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

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

Gross Misconduct

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

***Gross Misconduct Examples***

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

* Theft of money or property.
* Action intended to defraud/deceive.
* Fighting, physical assault and threatening behaviour.
* Behaviour or action that potentially brings our organisation into serious disrepute.
* Serious insubordination.
* Serious breach(es) of health and safety rules or procedures.
* Deliberate and serious damage to property.
* Discriminatory conduct, bullying or harassment.
* Deliberately accessing internet sites containing pornography, offensive or obscene material.
* Serious incapability at work due to alcohol or non-prescribed drugs or substances.
* A serious breach of trust or confidence.

Error! No bookmark name given.**15. Capability**

**Introduction**

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

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

For the avoidance of doubt, please note that this section of the handbook is non-contractual and does not form part of your contract of employment

**Capability Provisions**

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

**General Principles**

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

**Formal Procedural Arrangements**

Performance

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

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

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

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

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

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

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

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

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

Where you fail to improve sufficiently following two periods for improvement, we normally hold a further formal meeting. At this meeting we will consider whether you should be dismissed. Exceptionally, we may feel it appropriate to offer a further period for improvement.

***Hearing to Consider Dismissal due to Lack of Capability***

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

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

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

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

Medical Capability

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

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

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

### *Medical Evidence*

Where we wish to contact your doctor we will indicate this in writing. We will secure your written consent. You have the right to withhold this. However, we always prefer to consider your doctor’s or specialist’s opinion.

We recognise that requesting a medical report means providing us with your sensitive personal data. However, this can significantly assist our and our advisors’ consideration of your illness/disability. It potentially assists us to fulfil our contractual and legal obligations towards you.

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

Where you decide to examine the report, you may subsequently withhold consent from it being sent to us. In such circumstances you must tell us immediately. We would prefer to avoid relying solely on information we currently have. Lack of current medical information may impede our full consideration of your situation.

Where we do not receive a medical report from your doctor or specialist, we may commission our own occupational health assessment. We may also do this to supplement your doctor’s opinion or guide us regarding reasonable adjustments we could consider. Otherwise, we must rely on whatever information is currently available to us.

It is our contractual expectation and very much in your interests that you co-operate with us to obtain current medical reports/assessments. Where no current information is available, we may conclude there is no practical alternative other than dismissal.

We commission medical reports in accordance with current data protection legislation. We retain them confidentially with strictly restricted access and only for as long as necessary. We securely destroy or erase them once their purpose has been fulfilled.

***Disability***

Please make us aware of any disability which could have an impact upon your performance at work. We will then discuss matters with you personally, in confidence. It’s really important that you do not conceal or mislead us about a possible disability. We cannot consider reasonable adjustments if we are unaware of your situation.

There is a statutory definition of disability. This is “someone with a physical or mental impairment which has a substantial and long term adverse effect on their ability to perform normal day to day activities”.

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

Reasonability

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

We also need to stress that dismissals on the grounds of your medical capability are not disciplinary sanctions. They normally do not fall within the provisions of the ACAS Code of Practice on Disciplinary and Grievance Procedures.

**Representation**

You can be accompanied at formal capability meetings by a fellow employee or Trade Union representative. This applies where an outcome could be that we formally warn or dismiss you. It also applies where you are appealing against a warning or dismissal decision. You are not entitled to representation where we deal with minor issues informally, outside of this procedure.

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

**Rights of Appeal**

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

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

Any appeal will be heard as a formal meeting and you can be accompanied by a work colleague or a Trade Union representative. A more senior representative of management without prior involvement will hear appeals, wherever possible.

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

**Short Service**

In the first two years of your employment, including any probation period, we reserve our right to shorten this procedure. We may do this if we believe that warnings or further training will not lead to sufficient or sustained improvement. In particular, we may consider dismissal for lack of capability after giving you one reasonable opportunity to reach the required standards. We may do this without recourse to a second opportunity to improve.

You retain the right to be accompanied by a work colleague or trade union representative at any formal hearing. You also retain the right of appeal against any penalty we impose.

**Suitable Alternatives**

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

**The Key Differences between Capability and Disciplinary Provisions**

* If you break our rules or codes of behaviour this is culpable conduct. We normally refer to it as misconduct and utilise our disciplinary procedure. This is in accordance with the ACAS Code of Practice.
* Where you do not meet our work expectations or standards of performance, this too is culpable conduct. However, it often identifies a training need. We normally deal with lack of skill, knowledge, ability etc. via our capability procedure. This is in accordance with the ACAS Code of Practice.
* Occasionally we may encounter both misconduct andpoor performance. For instance, we may be dealing with inadequate attendance and shortly afterwards discover falsified expenses. It does not matter whether either – or both – our capability and disciplinary procedures are activated. Both deal with allegations of culpable conduct.
* [Any penalty](https://www.xperthr.co.uk/how-to/how-to-decide-on-an-appropriate-disciplinary-penalty/105470/#in-what-circumstances-might-particular-penalties-be-appropriate) we consider will be a reasonable response; fair and appropriate to the nature and seriousness of the misconduct/poor performance. Our consideration includes your disciplinary and general work record (including current warnings), work experience, position, length of service etc. This is in accordance with the provisions of the ACAS Code of Practice and ACAS Guidance.
* Where ill health or injury is the predominant factor, this is not a consequence of culpable conduct. Hence we follow the special medical capability provisions set out within the capability procedure. Medical capability considerations are excluded from the ACAS Code of Practice.
* Breaches of attendance standards or sickness triggers impact on our activities and on other colleagues. We treat this as culpable conduct and not a direct consequence of ill-health. Normally we follow our capability procedure. Occasionally, we may follow the disciplinary procedure if we believe there is evidence of misconduct. The reason we follow the capability or disciplinary procedure is to protect your rights under the ACAS Code of Practice.

Error! No bookmark name given.**16. Whistleblowing Procedure**

We have a Whistleblowing procedure. This is available to everyone irrespective of length of service or position held.

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

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

**Guiding Principles**

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

**Our Procedure**

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

**Public Interest Disclosures**

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

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

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

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

**Making Malicious Allegations**

This procedure is intended to enable you to identify or support genuine concerns. Our approach is that we are interested in the substance of any disclosure. Why you choose to raise or support a concern is not our focus. We encourage you to come forward with *any* genuine concern, even if it later turns out not to be justified. However, we have a fair expectation that you reasonably believe what you are saying to be true. Your report must be honest and sincere in its intention.

If we subsequently discover that you knowingly made or supported false or malicious complaints, this would be a disciplinary matter. This would include, for instance, false allegations made in spite or for personal gain. Following investigation, should we identify you deliberately made or supported malicious allegations, this is potentially very serious misconduct. Depending on the circumstances, we may even consider it to be gross misconduct. The penalty for gross misconduct is normally summary dismissal.

**Approaching External Organisations**

Under no circumstances should you approach a commercial organisation such as a media outlet instead of utilising this procedure.  Neither in the first instance should you publish or promote concerns on social networking sites, blogs etc. If you do so, you jeopardise our opportunity to investigate your concerns properly.  Such action also negates our promise to deal with matters confidentially.  If you fail to use this procedure it also impedes our ability to provide the protections it envisages.

We hope you will have complete confidence in our procedure. If, exceptionally, you feel unable to utilise it to make a public interest disclosure, you should contact the appropriate statutory agency.

We may consider deliberate violations or breaches of our procedure to be serious misconduct.  We will investigate utilising our disciplinary procedure.  Following investigation, should we conclude your actions amounted to gross misconduct, this can result in summary dismissal.

Error! No bookmark name given.**17. Grievance Procedure**

**Introduction**

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

For the avoidance of doubt, please note that this section of the handbook is non-contractual and does not form part of your contract of employment.

**Our Procedure**

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

If you wish to have a grievance formally investigated, please submit it to us in writing. Please provide full details of the matter and tell us about the solution you are seeking. This should normally be addressed to **Error! No bookmark name given.**your Line Manager. They will arrange a meeting to discuss and consider it. If the grievance is about your Manager, address it to their Manager. Following the meeting we will confirm the outcome in writing.

**Appeal**

If you feel a matter has still not been satisfactorily resolved, you may appeal in writing. This must be done within five days of receiving the written outcome from the meeting. Appeals will be heard, wherever possible, by a more senior representative of management without any prior involvement in the matter. The outcome of the appeal is final.

**Representation**

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

 Error! No bookmark name given.**18. Lay-Off and Redundancy**

**Lay-Off**

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

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

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

**Redundancy**

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

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

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

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

* restricting recruitment, where such recruitment could have a bearing on the outcome of any redundancy situation;
* investigating if other measures such as using untaken holidays, introducing short-time working or considering lay-off could avoid potential redundancies.

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

Error! No bookmark name given.**19. Leaving the Organisation**

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

**Leaving Without Working Notice**

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

**Leaving With Notice**

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

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

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

**References**

When you join us, leave us, seek promotion etc. you may ask/expect us to provide or obtain a reference. This will normally be associated with your employment. However, it may be for another reason. For instance, we may provide financial references for banks, loan providers, mortgage lenders etc. We may provide character references for potential landlords, immigration bodies, courts etc.

We deal with reference requests confidentially and retain associated correspondence securely. We dispose of correspondence appropriately; within a suitable time-frame which recognises current data protection provisions. We normally only supply references electronically or by hard copy. For your security, we do not provide telephone references.

For additional security, it assists if we can respond to one named individual. However, we can never guarantee that our response will be treated confidentially. You must satisfy yourself that those who may request a reference in your respect will comply with data protection principles upon its receipt.

Please ensure that we are aware of the likelihood of a reference request in advance. It may assist to discuss it with us; particularly where you would not want us to respond to an approach.

Should you leave, we normally continue to respond to requests for references unless you advise us otherwise. Where you instruct us not to, we accept no responsibility for adverse impact e.g. on future job applications you submit. For this reason you must provide your instruction in writing so we are absolutely clear about your wishes.

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

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

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

**Resignation**

You need to give notice in writing to voluntarily end your employment. We identify the notice period we require in your Contract of Employment. Please set out the reason for your decision to leave and submit your letter to your Line Manager.

Error! No bookmark name given.We also require you to attend an exit interview before you leave our employment.

**Retirement**

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

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

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

**Return of our Equipment/Property**

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

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

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

Error! No bookmark name given.**20. Alterations and Modifications**

This Employee Handbook and your Contract specify important matters regarding your employment. In the event of any difference between the two documents, the wording of your Contract of Employment takes priority.

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

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

**Appendix One: Data Protection Policy**

In the ordinary course of business INDECS collects, holds, processes and transfers personal data. This includes data relating to current, past, prospective and temporary employees, and their dependants.

It is vital that INDECS establishes and operates to a very high standard of data protection for personal data and for commercial data. Failure to do so can have serious commercial and legal implications for the Company. Clearly personal data in some contexts means personal data about customers, but this Policy is designed for employee personal data.

This Data Protection & Privacy Policy relates to the handling and processing of all employees’ personal data, **whether held manually or electronically.** It forms an important part of the overall Company data protection environment. Also included within this policy are Data Protection & Privacy Statements for employees and applicants, by which INDECS states to its employees and applicants the purposes for which data will be used and the circumstances in which data will be disclosed.

This Policy sets out the minimum standards of conduct and procedure the Company expects from data users in Human Resources Department and other functions for the handling of personal data wherever the Company operates.

If local legislative requirements are more stringent they must also be complied with. Local legislation must be complied with at all times.

**Scope**

* Who does this Policy apply to?
* What does the Policy relate to?
* What is employee personal data?
* Who are employees in this context?

**Procedure**

* Respect for the Privacy of Employees
* Data Protection Laws
* Collection and Use of Personal Data
* Rights of the Individual
* Sensitive Personal Data
* Disclosure of Personal Data
* Data Security
* Cross Border transfer of Personal Data

INDECS undertakes to ensure all members of the business and its consultants are aware of the data protection obligations. In addition, confidentiality of client information is protected by the contract governing the client relationship. Please refer to Data Protection Act 1998 for further information - <http://www.legislation.gov.uk/ukpga/1998/29/section/1>.

**Scope**

***Who does this Policy apply to?***

All users of personal data, that is –

* **All entities** within the Company, including all offices and site
* **All Directors**
* **All employees who use personal data,** whether permanent, temporary or contractors.

Failure by any of these parties to adhere to this Policy may result in civil or criminal legal action being taken against the Company, or against individual Managers or other employees, by data protection authorities or by the individuals to whom the personal data relates. It is the responsibility of all Managers to ensure that employees are aware of this Policy. The willful and negligent non-adherence to this policy by any Manager or employee is a serious disciplinary matter which may result in dismissal. Any questions about the Policy, or about data protection, should be referred to the Line Manager.

***What does the Policy relate to?***

The processing of employee personal data. Processing means collecting, recording, holding, or carrying out any operation or set of operations on the data. In fact doing anything at all with the data, including transferring, amending, consulting, disclosing, sharing, archiving, and even destroying it.

***What is Employee Personal Data?***

Any information at all relating to employees, including employment and remuneration records, expressions of opinion, appraisals, career plans, etc. It makes no difference where the data is held, e.g. in a computer database, on e-mails, or on paper in files or desk drawers; this policy will apply.

***Who does this policy apply to?***

Prospective, current and former employees of the Company, subcontracted employees, secondees, temporary and contract employees, and voluntary workers.

**Procedure**

***Respect for the Privacy of Employees***

INDECS respects the privacy of the personal data provided by its employees, (current, prospective, former and temporary employees), and will use the data:

* Only as indicated in the Data Protection & Privacy Statements
* In such a way as to safeguard the data from unauthorised and accidental disclosure or destruction.

It is Company policy to ensure that all employees and prospective employees are made aware of the relevant Data Protection & Privacy Statement and that all employees and applicants are presented with the Statements at the earliest practical time in the employment process. When employment agencies are used they should be instructed to comply with this policy.

***Data Protection Laws***

The nature of INDECS data systems, are such that personal data is transferred and processed internationally, and can be made available to Line, Business and Human Resources management internationally. These cross border data flows have legal implications in many of the countries in which we operate.

A growing number of countries have data protection laws which impose strict legal obligations on the Company to safeguard the rights of the individuals to whom the personal data relates. Even personal data originating in countries without data protection laws may become subject to regulation, if, as is common in the Company, the data is viewed and used in countries with such laws. In general, regulated countries will only allow the Company to transfer or to re-transfer personal data overseas to countries which have equivalent data protection laws.

It is INDECS’ policy to comply with data protection laws in the countries in which we operate, and to ensure that regardless of the existence of any such laws, a satisfactory global data protection environment is created and maintained. For business reasons and for legal reasons therefore, it is essential that:-

* you comply with this Policy;
* you understand and observe any data protection laws applicable to you; and,
* you ensure that Company personal data is handled with appropriate confidentiality and security.

Any relevant changes or anticipated changes to local data protection or other laws should be promptly communicated to the Office Manager or your Line Manager.

***Collection and Use of Personal Data***

INDECS collects personal data in many ways, from CVs, letters, websites, emails, appraisals, etc. and it is processed as part of the Company’s everyday operations. In all cases there should be valid and explicit reasons for collecting personal data, for holding and processing it, and for how long it is held.

It is Company policy to use employee personal data only for the purposes indicated in the Data Protection & Privacy Statements. The Statements inform employees why their data is collected, what is done with it, and how long it will be held.

The data is collected and used for a number of purposes, of which there are three main categories:

* Company obligations under the employment contract, (recruitment, training, appraisal, remuneration, welfare, etc);
* Company business purposes, (career planning, financial monitoring and decision-making, administration and security arrangements etc); and,
* Legal and regulatory requirements.

Save where expressly stated the Statements do not permit the publishing of employee personal data on the internet/intranet or any other publicly available medium without the consent of the individual. The underlying principles for the collection and use of personal data are that:

It should be processed fairly and lawfully. Personal data should be collected and processed only for legitimate business needs, used only for purposes that are known to the individual, and kept confidential. If the data is to be disclosed to a third party outside the Group, or transferred overseas, the individual should be made aware of the fact. If data is to be used for direct marketing the individual should be informed beforehand, and be given the opportunity to “opt-out” from receiving marketing material and approaches.

It should be adequate, relevant, and not excessive. No more data should be gathered than is needed - personal data should not be gathered or held *“just in case”.*

It should be accurate and kept up to date. Personal data should be correctly recorded and updated promptly when appropriate, and Managers must ensure that departmental procedures and controls are in place to ensure that this is achieved.

It should be kept no longer than necessary, or as required by law. Archive policies should be introduced and records should be marked with destruction dates.

***Rights of the Individual***

It is INDECS’ policy to respect the rights of individuals and to provide them with reasonable access to data held. At their request, employees should be provided with a copy of their personal data held by the Company unless any such data can be legitimately withheld. A fee of £10 may be charged for this. If necessary the employee making the request may be asked to prove his/her identity and may also be asked to provide information to enable the data in question to be located. The information should be provided as soon as is practicable and in any event within 40 days of making the request, or as laid down by law if a more rapid timescale is set. Employees should be permitted to correct or update the information as necessary.

Record keeping and archiving should therefore be organised in such a way that data can be retrieved within the relevant timescale. Managers at all levels, in all functions, should be aware that employees’ interview notes, training records, appraisals and other personal data could be subject to disclosure. For this reason, and also for reasons of good practice, records must not contain defamatory or inappropriate comments.

***Sensitive Personal Data***

Sensitive personal data is information on an employee’s racial or ethnic origin, political opinions, religious and similar beliefs, trade union memberships, physical or mental health and criminal offences, convictions or proceedings.

The Company collects some elements of sensitive personal data, either because of –

* For employment purposes such as equal opportunities monitoring purposes, collective bargaining regulations, or for health and safety reasons; or,
* For local or central management/policy reasons, i.e. statistical and job related purposes, or to comply equal opportunities, health and safety, etc., where no local legal requirement exists.

The collection and processing of sensitive personal data is very strictly regulated in some countries, generally requiring the **explicit, informed consent** of employees in order to collect and process it, (unless the collection is a legally imposed obligation), and imposing severe restrictions on access.

If sensitive personal data is to be transferred to or from a regulated country a Director must be consulted on the arrangements. It is Company policy to collect sensitive personal data only when absolutely necessary, and to manage it on a local basis.

Sensitive personal data must be made available to users only on a strict “need to know” basis, and managed with the highest practical level of security and confidentiality. Sensitive personal data should only be gathered from job applicants if it is essential, in which case any necessary consent should be obtained.

***Disclosure of Personal Data***

It is INDECS’ policy to ensure that personal data is protected at all times, and it is the responsibility of all users of personal data to ensure that data is treated confidentially.

It may be necessary to disclose personal data where this is –

* to enable the Company to perform its obligations under the contract with the individual,
* necessary for the conduct of Company business; or,
* required by law

The purposes for which personal data may be disclosed, and the parties to whom personal data may be disclosed, are as indicated in the Data Protection and Privacy Statements. Disclosure for any other reason is not permitted without the consent of the individual. Unauthorised disclosure of personal data may result in disciplinary proceedings, it could be grounds for dismissal, and it could also lead to criminal proceedings being taken against anyone who has done so.

If data users have any doubt as to whether personal data may be disclosed or transferred, they should seek the advice of the Office Manager or their Line Manager before any transfer is made. If personal data is to be disclosed to outsourcing companies or data processors, whether external organisations, (for example for payroll processing, archiving, computer support, staff relocation, etc.), proper security measures must be taken –

* The Company must ensure that data processors are reliable, that they will keep data confidential, and that they have adequate technical and organisational security arrangements in place.
* A contract must be in place that binds the data processor to the same obligations as apply to the Company, and under which the data processor agrees to act only in accordance with instructions from the Company, and to take appropriate technical and organisational security measures when processing personal data, and no more data should be provided than is necessary for the performance of the contract.

**Appendix Two: Code of Conduct Policy**

INDECS Consulting Limited is committed to conducting its business activities in an honest, ethical, respectful, and professional manner.

This Code of Conduct sets out INDECS Consulting Limited’s corporate values and related responsibilities towards its stakeholders, clients, employees, suppliers, society, and the environment.

The principles set out in this Code of Conduct will help you as an employee of INDECS Consulting Limited to understand the core values of the Company. INDECS Consulting Limited’s reputation and ability to conduct itself according to the highest system of corporate values depends on all of us wholeheartedly accepting these values and embodying them in our work.

Everyone at INDECS Consulting Limited is required to adhere to the principles in this Code of Conduct.

If you have any questions about how to comply with these principles or if you have reason to believe the code has been violated, please speak up and raise your concerns to your supervisor or a confidential advisor.

**Our Principles**

*Towards Clients*

To provide superior services through innovative, fit-for-purpose and competitive advice and solutions.

*Towards Employees*

To generate an attitude of enthusiasm and pride through the Company, through promoting high-technology products and providing a most favourable environment for professional and personal development, and to highly reward it.

*Towards Suppliers*

To support fair competition and strive for long- term stability in the relationship;

To jointly improve social and environmental performance.

*Towards Society / Communities*

To support and promote human rights and contribute to social welfare in the communities where we operate;

To support and promote business practices free of bribery and corruption.

*Towards Environment*

To minimize the negative impact and risks of our activities on the environment particularly aware of our and our clients responsibilities to the environment and co-operate with business partners to improve performance.

**General Responsibilities**

This document clarifies the responsibilities of INDECS Consulting Limited and its employees to each other, to clients, to suppliers, to society, and to the environment. In respect of Corporate Social Responsibility, we adhere to international standards such as the United Declaration of Human Rights, the OECD Guidelines for Multinational Enterprises, ILO conventions and the UN Global Compact.

**Application**

The INDECS Code of Conduct applies to all employees, agency personnel, officers, and directors of INDECS Consulting Limited.

**Accountability and Compliance**

INDECS Consulting Limited’s Board of Management is responsible for ensuring this code is communicated, under- stood, and observed by all employees. Day to day responsibility is delegated to Senior Management. They are responsible for implementing the code, and if necessary provide more detailed guidance and training tailored to specific functions and local needs. Assurance of compliance is given and monitored every year and subject to review by the Board of Management supported by the audit committee.

We are implementing this code by:-

* active internal communication;
* introducing the code in our internal training sessions for both new and current personnel;
* employees, suppliers and customers can ask questions and report non-compliances with the INDECS Consulting Limited. Code of Conduct.

Wherever possible, INDECS Consulting Limited’s Code of Conduct (or an equivalent code) should be made a part of all our contracts with suppliers and subcontractors, and all our suppliers’ subcontractors should be aware of our Code of Conduct.

**Responsibilities to Clients**

Clients rely on INDECS Consulting Limited for the realisation of their expectations. Accordingly, we have the following responsibilities:

* Supplying high quality services;
* Supplying services to the highest standard and best of our ability;
* Providing a competitive market price;
* Meeting the agreed delivery time;
* Meeting the targets of customers;
* Showing respect for the wishes, interests and ethical standards of customers, in all aspects of the transactions;
* Avoiding conflicts of interest;
* Keeping client’s information confidential;
* Informing customers properly and in good time;
* Supporting clients to adhere to globally agreed industry standards as regards Codes of Conducts for their operations.

**Responsibilities to Employees**

Employees dedicate a considerable portion of their time, knowledge, and expertise to INDECS Consulting Limited. Accordingly, we have the following responsibilities:

* Pursuing a personnel policy in which the best possible use is made of each person’s skills and personal development is encouraged.
* Offering good and competitive terms of employment and safe and healthy working conditions.
* Pursuing an employment policy following the principles of equal opportunity, preventing any discrimination on the basis of a protected Characteristic in the Equality Act.
* Minimising risks for health and safety incidents by:-
* providing appropriate training to all relevant personnel;
* preventing undesirable conduct such as intimidation, harassment and abuse of authority;
* communicating in an honest and clear manner;
* being open to suggestion, ideas and criticism;
* avoiding conflicts of interest between private activities and the employee’s role in the Company’s business, particularly in their relations with clients, competitors and suppliers;
* avoiding disclosure of inside information;
* not asking anyone to break the law;
* preventing, as far as possible, problems of conscience in the performance of their work and striving to find a proper solution to them where these still arise;
* establishing the means for employees to report suspected irregularities;
* applying anti-drug, anti-smoking and anti-alcohol abuse policies.
* striving for a good relationship with those who represent INDECS Consulting Limitied employees;
* providing a clear framework of operating procedures to promote efficiency and to prevent mistakes;
* preserving employee privacy and confidentiality of employee records;
* creating a climate in which employees are encouraged to adhere to this code;
* adhering to the fundamental ILO conventions regarding child labour, forced labour, non-discrimination, freedom of association and collective bargaining, including among others;
* preventing the employment of children under the minimum age of completing compulsory schooling;
* preventing the use of any form of forced labour;
* respecting freedom of association and collective bargaining.

**Responsibilities to Suppliers**

Suppliers provide INDECS Consulting Limited with products and services. Accordingly, we have the following responsibilities:

* Selecting suppliers on the basis of generally accepted market considerations.
* Paying market prices and making reasonable demands.
* Striving for long-term stability in the relationship, in exchange for value, quality, competitiveness and reliability.
* Paying suppliers on time, according to the agreements made.
* Being open and reliable in all our activities.
* Not accepting cash gifts or any substantial non-cash gifts (including entertainment). In general, gifts may only be made in strict accordance with the employee guidelines.

**Responsibilities to Society / Communities**

Society provides INDECS Consulting Limited with the social and physical infrastructure for entrepreneurship. Accordingly, we have the following responsibilities:

* Not doing business in countries subject to international and relevant national embargoes and respecting the export and import control regulations of countries where we work and operate.
* Respecting human rights as formulated in the Universal Declaration of Human Rights.
* Not undertaking commercial activities in countries where it is made impossible to adhere to this code.
* Not granting a cash gift or non-cash gift for the purpose of obtaining a contract or any improper business advantage.
* In general, the giving of gifts is only acceptable if such practice is not for an improper purpose, if such practice is accepted locally and in the industry as a token of appreciation, and if such practice is in compliance with applicable laws.
* Not offering or giving money or anything of value, whether directly or indirectly, to any public official, political party, or candidate to obtain or retain business or to direct business to any person.
* Taking all reasonable measures to avoid involvement or complicity in human rights violations in its relationships and interactions with state security forces.
* Supporting initiatives that, within the framework of our possibilities and aims, contribute to the improvement of social welfare.
* Not accepting any proceeds of crime or terrorism and taking appropriate measures to prevent money-laundering including the reporting of suspicious transactions (e.g. High value cash transactions, payments between unknown entities or through excessive intermediaries, payments made by/ received by suspicious entities or involving high risk counties).
* Striving for fair competition by respecting tangible and intellectual property rights of competitors and respecting the relevant competition laws (including the obligation not to engage in bid rigging, price fixing, or other similar arrangements designed to improperly undermine competition). Assessing the social, environmental and economic impact of our intended operations prior to the commencement of our operational activities, including the impact on local communities and human rights.

**Appendix Three: Money Laundering Policy**

There are two reasons for implementing a policy to avoid the firm being involved in money laundering. One is to provide a potential defence to a prosecution for money laundering. The other is to avoid being involved in money laundering.

The money laundering legislation operates by creating a broad criminal liability and then providing a tightly written series of potential exemptions for a few classes of organisations, INDECS is not in any of those classes. Consequently the Director in the dock will be seeking to show that the procedures put in place by the firm were sufficient for it to be safe for them to assume that the money which he handled was not being laundered. Since in practice there will be proof that the money was indeed being laundered, his choice will be between appearing to be incompetent or appearing to be dishonest. The only way to avoid this predicament is to make the mechanism actually work so that laundered money is not handled.

Under the law any Director/Consultant who carries out any of the following will be committing a crime and will face imprisonment:

* Assisting a money launderer.
* Failing to report a suspicion.
* Tipping off a money launderer that he is under suspicion.

All employees would be aware that they have a duty to report any suspicion or knowledge of money laundering to the Managing Director.

INDECS procedures are set out in the Know the Client and Money Laundering Deterrence Policy. We will provide flowchart to set out how you should go about identifying the client and whether identification supporting documents are required from the client. If in accordance with the Flow Chart or otherwise you decide that you need supporting evidence of a client’s identity, you should indicate on the Client Profile Form the documents which are required (by ticking the relevant boxes) and request the client to clarify their identity and position.

**What is Money Laundering?**

The phrase ‘money laundering’ means the process by which the identity of ‘dirty money’, that is the proceeds of criminal conduct/crime and the true ownership of those proceeds, is changed so that the proceeds appear to originate from a legitimate source. Each of the following is defined as a “Regulated Activity”:

* Investment on behalf of client.
* Managing of client money.
* Operating or management of bank accounts on behalf of clients.
* Acting on behalf of and for the Client on any financial transaction.

The message is that vigilance **before** accepting new instructions is the best way to comply with the law. For this reason it is **imperative** that steps are taken to know the client before accepting new instructions that relate to a Regulated Activity. For work which is NOT ‘Regulated Activity’ INDECS request that all Directors/Consultants follow the ‘know the client’ procedures. This may include a credit check and taking money on account. In relation to both Regulated and non-Regulated Activities, you must ensure when conducting client business that you are not assisting a client in criminal activities. The penalties for doing so are set out below. In all cases, consider the signs to watch out for. These are not exhaustive. Use your professional judgement and if you have any doubts about the client or the matter on which you have been instructed, contact the Managing Director.

**Steps to be Taken to Know the Client**

On taking initial instruction from a client you are requested to refer to the Flow Chart and complete a case entry form. If, in accordance with the Flow Chart supporting documents are required to verify the identity of the client, you should request details immediately from the client and politely decline to handle funds until verification has taken place.

In the event that you have any doubts concerning evidence of identity contact the Managing Director.

**Other Methods of Client Identification**

While obtaining supporting documents is the preferred method of identification of a client, if for commercial reasons you are reluctant to request the client for supporting documents, or if the client fails to produce the requested documents, there are ‘other methods’ which may prove useful in verifying a client’s identity, such as the websites notified to you from time to time.

Should you wish to rely on identification evidence, other than supporting documents provided by or on behalf of the client, approval is required from the Managing Director.

**Record Keeping**

All supporting documents must be retained on the file opened for the client for at least five years after our relationship with the client has ended.

**Use of Client Account**

Once client money has been held by in the client account it will effectively have been ‘cleaned’. No money should be received into client account until you have verified the identity of the client and obtained supporting documents (if required) and verified that there is a valid legal transaction. If a party other than the client is providing funds, you must be able to verify the origin of the funds and have supporting client information to verify the transaction.

Do not request or agree to money being placed on client account if you have any suspicion of money laundering. No request to place funds in an INDECS managed account should be accepted without full verification.

**Reporting**

You must report any suspicion or knowledge of money laundering to the Managing Director or Money Laundering Reporting Officer. An investigation of the circumstances will be undertaken, followed by a report to the appropriate authorities, if required.

You must not disclose any suspicions to the client i.e. do not “tip them off”. Discuss any concerns with the Managing Director or Money Laundering Reporting Officer as it may be necessary to discuss, in confidence, the suspicions with the relevant authorities and in the absence of agreement, apply to the courts for declaratory relief. You may be personally liable for a failure to report information and that, in addition to the criminal offences set out below, disciplinary proceedings may arise.

**Procedure for Reporting**

In urgent cases, speak to or telephone the Managing Director. Otherwise send the Managing Director a confidential memorandum setting out the reasons for your suspicion and giving as much detail as is available to you.

**Do not put a copy of your memorandum or any notes containing details of your suspicion on the client file. You must not, under any circumstances, tell the client that you have made an internal report. How suspicious do you have to be?**

You must report all clients and instructions which you know or suspect to be involved in criminal activity (which includes all indictable offences from fraud to money laundering). Your responsibility is to recognise suspicious clients and instructions and report those suspicions, no more. Problems with obtaining identification verification evidence, delays, etc. should be dealt with discretely or referred to the Managing Director/Money Laundering Reporting Officer.

**Training**

INDECS policy is that you keep yourself aware of the procedures relating to Regulated Activity, enactments relating to money laundering and the ways in which money laundering transactions may be carried out. INDECS will provide a training programme for those requiring further information on their obligations and the procedures associated with Money Laundering.

**Signs to Watch Out For**

Suspicious transactions are not confined to suspicious clients. A suspicious transaction is often inconsistent with a client’s known legitimate business or personal activities or the normal business with that type of client. Accordingly, if you think that something unusual is occurring in relation to your dealings with a client, you must consider whether its effect is to make you suspicious that money laundering may be occurring.

Signs to watch out for (include but are not limited to):-

* a client for whom verification of identity proves unusually difficult, who is reluctant to provide details, who does not have an established business address (e.g. works out of a business suite or other temporary office accommodation), communicates by mobile phone only and using a non-corporate email account (e.g. a ‘yahoo’ or ‘hotmail’ account) or who refuses to have a face to face meeting (where one would be feasible);
* a request by a client for the firm to receive funds and immediately remit on elsewhere without any services being provided to the client, or a request to make payment for services in advance followed by a request to abort the transaction;
* a transaction in which the counterparty to the transaction is unknown or where an apparently unnecessary intermediary is involved;
* any transaction where the nature, size and frequency appear unusual or which involves the early cancellation of investments and remission of refunds to a third party or transactions involving a loss to the client;
* unusually large payments by cash; and,
* the use of bearer securities outside a recognised custodial system to make payment or as security for a loan.

In relation to Regulated Activity, the following should also be borne in mind: Carrying out financial transactions (e.g. cash deposits, withdrawals, retail foreign exchange operations, issuing and cashing cheques, buying and selling stock, receiving international funds transfer) on behalf of a client may involve assisting in a money laundering transaction.

Providing introductions to financial institutions or other bodies may involve assisting in a money laundering transaction.

**Offences**

Set out below in brief are the offences of which we should be most particularly aware:

* The combined effect of the UK statutes is to make it an offence for any person
* To provide assistance to another to obtain, conceal, retain or invest the proceeds of crime.
* If that person knows or suspects, or in the case of terrorist funding or the offences of concealing or transferring, should have known or suspected.
* That the other person has been engaged in or has benefited from criminal conduct (meaning drug trafficking terrorism or other serious criminal conduct such s theft and fraud, tax evasion i.e. serious enough to be tried in a Crown Court).

Such assistance is punishable on conviction by a maximum of 14 year’s imprisonment or fine or both.

It is a defence for that person (but not the firm) if the person concerned reported his knowledge or suspicions to the firm’s Managing Director.

**Failure to Report Drug Trafficking or Terrorist Funding**

In the case of drug trafficking and terrorist funding it is an offence for a person who acquires knowledge or a suspicion of money laundering in the course of their profession not to report the knowledge or suspicion. In respect of terrorism, this also applies to funds where there is a suspicion that they will be used for terrorist activity and where there are reasonable grounds to suspect terrorist funding. Failure to report is punishable on conviction by a maximum 5 years’ imprisonment or a fine or both.

**Name Function Web Address**

* Google Name Search www.google.com
* OECD FATF Blacklist www.oecd.org
* OFAC US foreign assets control www.ustreas.gov/ofac
* NCIS UK criminal intelligence www.ncis.co.uk
* DTI UK Department for Trade & Industry www.dti.gov.uk
* Interpol International law enforcement agency www.interpol.int
* Credit checks using Dun & Bradstreet and Experian can also be considered.

**Credit Checks**

Credit checks should be undertaken using a reputable credit agency, for example Standard & Poors, Dun & Bradstreet or Experian.

**How**

1. Send an email to the MLRO with name of company or trading name of unincorporated business and full address, or at least, location. To credit check for an individual you need the individual’s name, address, date of birth, social security number (US and Canada) and for all clients in the UK, USA and Canada written consent of client is required.
2. The MLRO will undertake the requested search and provide a written response or advice of when a written response will be forth coming within half a day.

**Well Established Client**

In connection with business which is ‘investment business’ a client may be considered a ‘well established’ client if it has been a client of the INDECS since 1999, is well known to INDECS and has provided instructions on a frequent, habitual or regular basis since that date. For Regulated Activity (other than ‘investment business’) a client may be considered a ‘well established client if it has been a client for three years and is already well known to the INDECS. In order to establish whether the client is well known to the firm consider whether a number of face to face meetings have taken place between the client and INDECS, a member of the firm has visited the premises of the client, has written to the client at its business address and received a formal response.

IF THERE ARE ANY QUERIES, CONCERNS OR SUSPICIONS IN RELATION TO MONEYLAUNDERRING YOU SHOULD REFER ALL QUERIES TO THE MANAGING DIRECTOR OR THE MONEY LAUNDERING REPORTING OFFICER.

**Appendix Four: Professional Subscriptions**

It is INDECS’ policy to encourage employees to continually develop their professional knowledge. As a result, membership of relevant associations and/or professional bodies will be viewed in a positive light and, at INDECS’ discretion; a contribution may be made towards any fees associated with this.

**Procedure**

1. The employee should pass the request in writing to his/her Manager.
2. The Manager will consider the request and a response will be provided to the employee within ten working days.
3. Any contribution made by INDECS towards the cost of professional subscriptions is subject to the following conditions:
	* 1. The employee is working for INDECS on the date that the subscription becomes due and has satisfactorily completed his/her probationary period.
		2. The association/professional body is relevant to the position held by the employee and/or is relevant to INDECS’ services.
		3. Should the employee leave INDECS less than three months after the date upon which the contribution towards the subscription has been paid, the employee will be required to reimburse the Company. INDECS reserves the right to deduct any such costs from any salary payments due to the employee upon termination.

**Appendix Five: Travel Policy**

INDECS wishes to ensure the safety of employees travelling on business around the world.

***1. Travel Arrangements***

* Travel Plans - Directors/Employees are requested to ensure that their Line Manager is kept informed of their travel plans both for business and holiday.
* Employees Travelling Together - No more than two Directors should travel together on the same plane without the agreement of the Managing Director. No more than two Directors should travel in the same car.
* Travel to Sensitive Areas - It is a condition of INDECS’ Travel Policy that insurers are notified of visits to countries threatened by war or, otherwise considered high risk (e.g. terrorism). Notification should be given, in advance, to the UK.

***2. Funds for Travelling***

If funds are required prior to departure a Travel Fund Request Form must be used.

***3. Procedure for Obtaining Travel Funds***

A Travel Fund Request Form must be completed.

On return to the office all unused travel funds must be securely locked away and must be returned to Nicole and/or Claire as soon as possible.

A Statement of Travel Expenses must be completed, authorised and submitted to the Office Manager no later than TEN working days after return to the office. The amount of funds drawn for the trip less expenditure incurred on business must equal the amount of travel funds returned. A cheque in settlement of travel funds used for personal expenditure must be attached and accounted for in the Statement of Travel Expenses. Travel funds that are not accounted for are the responsibility of the person drawing the funds. All expenditure must be supported by bills, receipts or vouchers and must be attached to the Statement of Travel Expenses. The Statement must be countersigned by the Line Manager.

No further travel funds will be issued until an Expense Form has been completed for all prior travel funds issued. A separate Form is required for each travel fund request.

If expenses exceed funds drawn, an Expense Form should be completed, authorised and submitted to the Finance Department for reimbursement of excess expenditure.