



## *Employee HANDBOOK*

Wettons' strength and success is built on the effort, integrity and team spirit of its employees. We are committed to dignity and work and equality of opportunity at every stage of employment and throughout the career of every member of staff.

We are delighted that you are working with us and hope that you find your job to be fulfilling and rewarding. Wherever you are with Wettons, you are part of one of largest independent cleaning companies operating within the London area and nationally to create a cleaner environment.

As far as possible, all Company documentation is paper-free as part of our dedication to protection of the environment and prevention of the waste of natural resources. Our intranet system brings you this Handbook which, together with your contract of employment and other employment documentation, sets out the principles on which we rely and gives you the foundations of you work with us, helping to develop and improve the quality of our service.

Your contract sets out the terms and conditions of your specific role, one of which is the requirement that you read the Handbook. It gives you the additional information that you must have to complete your understanding of the way we work. Arrangements will be made for you to read it if you do not have access to computer equipment. If English is not your first language, we will arrange for a translator to explain any parts which you feel you do not understand. It shows the benefits of working with us and the responsibilities that you carry to ensure that we achieve the highest standards throughout the organisation. Your career satisfaction is the base for success both in individual jobs and for the environment at large.

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# **1 GENERAL**

## **1.1 INTRODUCTION**

Welcome to Wetttons (“the Company”). You are now a member of a company dedicated to improving on-site and wider environmental cleanliness. We express our sincere hope that you will enjoy being part of our team and contributing to achieving our goals. This Handbook explains the way that we work and what is expected of you as part of your terms and conditions of employment. While your contract sets out what is required of your specific role, you will now see the additional information that you need when you work for us. You must study all the contents of this Handbook. It contains our rules and policies from which you will see that there are obligations on you as an employee and on Wetttons as your employer. Your line manager or our Human Resource (“HR”) Department will answer any questions about the Handbook or any other employment matter that you wish to raise.

## **1.2 GENERAL MATTERS**

1.2.1 Your principal lines of communication are with your supervisor and your line manager but our HR Department is there to help you with issues which you believe should be considered by more senior management.

1.2.2 Working at Wetttons means providing specialised services to our customers. The areas of work are diverse and the demands often vary as no two customers are the same. Wetttons depends on its staff to support and deliver the aims and aspirations of excellence. The contents of this Handbook are designed to help you understand what is required of you and what the Company has to offer as your employment progresses. The terms and conditions of employment contained in this Handbook generally apply to all employees. If there is a difference between this Handbook and your Offer Letter/Contract of Employment/Statement of Terms and Conditions (“Statement”), the terms and conditions contained in your Statement or any supplementary letter are those that apply to your employment.

1.2.3 As part of its commitment to the environment, the Company relies as far as is reasonably practicable on using electronic means of communication. Your application for a job with us will have been made on line and all other communications and records of your employment will, as far as possible, be made or kept electronically.

1.2.4 You will see from your contract of employment that the Company reserves the right to amend its terms and conditions of employment and policies from time to time in accordance with business needs or to comply with changes in the law. Such amendments will be notified to employees by e-mail or through your manager where necessary. This handbook will be kept updated by the reissue of the appropriate pages. Where the law changes before the handbook is updated, the terms of your contract or our working policies will be deemed to have changed to take account of the new law.

1.2.5 You will be notified of any minor changes by way of a general notice to all employees affected and any changes will take effect from the date of the notice.

1.2.6 You will be given not less than one month’s notice of any major changes. Such changes will be deemed to be accepted unless you notify the HR Manager of any objection in writing before the expiry of the notice period.

#### 1.2.7 These are general standards that the Company sets:

- You must conduct yourself and perform your work at all times in a manner that is in the interests of the Company. We hope that you will enjoy doing so whilst bearing in mind that any conduct detrimental to Company interests or its relations with any third party, or damaging to its public image amount a breach of the Company's rules. You have an obligation to ensure that you do not act in a manner which harms the opinion that the public or fellow employees have of the Company.
- Many of our employees work on external assignments. As an employee, your line of reporting is to the Company, whether through your line manager or other senior management personnel. The Company recognises that you may have concerns from time to time and, if these relate to any aspect of your work such as interactions with your colleagues, wages, equipment or any other work-related matter, you must only discuss your concerns within the Company structure and not with our clients under any circumstances.
- You have a duty of confidentiality to the Company and our clients. You are not allowed to use any confidential information which, in the course of your work, has been given to you or which you may have acquired accidentally. Your best course of action is not to discuss work-related matters with anyone except in the most general of terms. Details of your responsibilities with regard to confidential information are in this Handbook but you should not hesitate to discuss concerns about confidentiality, or any other matter, with your line manager in the first instance.
- The standard of your work is the public face of the Company. You are expected to work diligently and conscientiously to achieve and maintain the high standards which our clients expect of us. The Company relies on you to make the best use of your skills and aptitude and to present yourself to our clients in an orderly and courteous manner.
- The Company's commitment to environmental protection and conservation of resources can only work through your careful and efficient management of materials and equipment. We endeavour to keep you informed about items of interest via the Intranet and expect you to keep up to date with Company information in that way. We rely on feedback and communication and hope that you will use the Intranet facility to promote any particular item of interest to other employees, subject to the approval of your line manager or other senior manager.
- .In return for the benefits you accrue from being a member of our staff, we expect you to show the utmost loyalty to the Company. You must not perform, arrange or carry out any work or activity, which could be considered to be in competition with or affect in any way the Company's interests. In the spirit of mutual co-operation, we believe the Company's interests are shared with yours. This means that, from time to time, you will be prepared to undertake reasonable duties other than those for which you have been specifically engaged to ensure maximum efficiency.

### 1.3 EQUAL OPPORTUNITIES

1.3.1 The prime ethos of the Company is equality of opportunity. The Company operates its policy throughout every aspect of its employment practices and expects its staff to participate accordingly. No account is taken of any of the characteristics against which the law prohibits discrimination: age, colour, disability, gender, marital status, race, religious or philosophical beliefs, sexual orientation or national origins. We maintain a programme of action and review to ensure that the policy is, and continues to be, fully effective. The powers to support the application of this policy rest with management but ultimate responsibility for ensuring its effectiveness rests with all employees of the Company who are required by law, and within this policy, not to commit acts of discrimination, harassment or victimisation. The Company will ensure that no unjustified requirement or condition will be imposed on any individual which might disadvantage him/her on any discriminatory grounds.

1.3.2 Recruitment and selection are carried out according to specific job related criteria. Job specifications include only requirements that are necessary and justifiable for the effective performance of the role. Training and promotion opportunities are related only to individual ability to fulfil the work requirements.

1.3.3 The principle of equal opportunities applies in respect of wage structures and the application of all the Company's employment policies and procedures. Any act of discrimination by employees or any failure to comply with the terms of this policy will result in disciplinary action. The Company is mindful that harassment and bullying may be construed to be acts of an unlawful discriminatory nature.

## **1.4 COMPANY ETHICS**

The Company expects members of its staff to behave with dignity and integrity in all actions that involve or could affect the Company, even outside the work environment. Your actions should withstand criticism and not bring the Company into disrepute at any time. It is part of the Company's commitment to ethical standards and compliance with regulation and statute that it requires staff to provide evidence of having been vetted through the Criminal Records Bureau ("CRB"). Assistance with applying to the CRB will be given on request, subject to conditions set out in the Handbook.



## **2 WHAT YOU DO**

### **2.1 BEFORE YOU START**

You are required to have read the contents of this handbook when you start work so as to be familiar with our policies and procedures. Many of our employees are required to have CRB clearance and all must be entitled to work in the UK.

### **2.2 JOB DESCRIPTION**

You have been provided with a job description of the position to which you have been appointed. Any queries about what you do will be resolved by your line manager. Amendments may be made to your job description from time to time in relation to the Company's changing roles and your own ability.

### **2.3 INDUCTION**

2.3.1 You will be introduced to your work colleagues by your line manager who will go through your duties with you and explain support systems for any problems you may encounter. Please remind your line manager of any special needs that you explained at interview. Your induction will cover the way that you need to work and the requirement to act in accordance with the Company's working procedures, particularly the need for compliance with health and safety legislation and good practice.

2.3.2 As well as showing you your place and system of work, your line manager will go through this handbook with you and show you how to access it and refer to its provisions. This is the place where you will learn:

- When you are at work, you are expected to devote your full time and attention to the tasks allotted to you. You must not carry out work for any other person or organisation whilst working for us, nor may you use the Company's material or equipment for any unauthorised purpose.
- Telephones are essential for business use. You must not make use of Company telephones, faxes, e-mail or postal facilities or any other communication mode for personal purposes without the prior permission of management which will only be given in exceptional circumstances.
- You should discourage your friends and relatives from either calling you by telephone on a Company number except in an emergency. You must adhere to the Company's policy with regard to the use of mobile phones. You may only use your personal mobile telephone during work breaks and you must never use it so as to interfere with any work activity being carried out by others. If the Company issues you with a mobile telephone, you are only allowed to use for personal use in exceptional circumstances and you will be liable for the cost of any personal usage and for any replacement or repair or insurance excess caused by through negligence on your part.
- You are not permitted to use the Company's land or e-mail address or the land or e-mail address of any site to which you are deployed. The Company opens all paper and electronic mails received by it, regardless of the name of the person to whom the communication is addressed. You are not permitted to use Company e-mail or postage facilities.
- The Company takes care of its property and maintains a regular inventory. You are not permitted to remove material or equipment of any kind from the Company without having reason related to your work and without having prior permission. If you are aware of any incident causing damage to property belonging to the Company (e.g. buildings, materials, machinery and equipment) or to the property of fellow employees or visitors, you must notify the Company immediately of any incident.

- Where you are entrusted with custody of keys to Company or client premises, these must be kept in a safe place. On no account may keys be labelled with the address to which they refer. Keys are the responsibility of the key holder and loss of keys should be reported immediately to your line Manager and to the client. The key holder may be held liable for any consequences of loss.
- You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items on the premises overnight. The Company does not accept liability for any loss of, or damage to, property which you bring onto the premises. Conversely, if you come across items of lost property, you should hand them to your line manager who will retain them whilst attempts are made to discover the owner.
- Any issues with regards to your pay must be directed towards your line manager. Under no circumstances should this be discussed with the client. Discussing this issue with the client is likely to damage the name of the company which falls under gross misconduct detailed in this handbook. If you are not satisfied with the manager's response you should raise a grievance as set out in the grievance proceedings or contact payroll department for further information.

## **2.4 FLEXIBILITY**

Owing to the variable needs of the business or for management reasons, it may be necessary to require you to undertake duties which may not be part of your normal job. So that the business can continue to operate as smoothly and efficiently as possible, which may also be in the interest of other employees, you are expected to agree to any such reasonable requests. In addition, you will be expected to agree to any reasonable request to transfer to another department or location within the business where necessitated by business needs which may include facilitation of the functions of the department where you have been working. Changes may be temporary or permanent. Where changes are temporary, you will be notified when you are expected to return to your original duties or place of work.

## **2.5 TEMPORARY CHANGE**

2.5.1 There may be occasions when you are requested to undertake or act-up to a different role. You will be informed in writing of the new duties you are expected to perform and, if possible the duration of the expected role. Your line manager or, if you are acting-up to a managerial role, such other person as the Company may appoint, will mentor you through the role and will give you all necessary support. Where necessary, you will be given extra training to enable you to cope with the demands of the temporary role.

2.5.2 Your remuneration may change at the Company's discretion, to reflect any increase or decrease in the amount of work done or the level of responsibility incurred.

2.5.3 The commonest reasons for temporary change are where there is temporary absence of an individual who is expected to return or where there is an unexpected vacancy for which recruitment will take place. In either circumstance, unless you are appointed permanently through the usual recruitment or promotion processes, you will resume the duties and status and salary or hourly rate of your substantive post when instructed to do so.

## **2.6 MOBILITY**

Although you are usually employed at one particular site, it is a condition of your employment that you are prepared, whenever applicable, to travel to any other of our sites or any site where our services are required. This mobility is essential to the smooth running of our business. It means that you must be prepared to make longer journeys to travel to work or to change your hours of working. Please note travel to your normal place of work is personal travel and NOT business travel and therefore not reclaimable.

### **3 STARTING WORK**

#### **3.1 BEFORE STARTING WORK**

3.1.1 Some Company assignments require specialised information and/or proof of qualification to carry out the particular work assignment. For example, you will need to have a driving licence if you are required to drive a Company or client vehicle, or you will need to be in possession of a Personal Track Safety (“PTS”) Certificate if on a railway assignment.

3.1.2 The Company starter form is on the Company Intranet. Before being permitted to start work, you must use the form to provide the Company with

- two references, one from a previous employer, one as a character reference;
- your National Insurance Number;
- evidence of your ability to work in the UK by way of an appropriate visa, if relevant to you;
- evidence of CRB clearance or other documentation relevant to the proposed job if required for compliance with statutory or regulatory compliance.

#### **3.2 CRB CLEARANCE AND PTS**

3.2.1 You may be required to prove to the Company that you do not have a criminal record.

3.2.2 The Company will assist you, on your request, to apply to the CRB for enhanced clearance. You will need an enhanced CRB check if you are assigned to sites where you will be working regularly with children or vulnerable people or in an establishment such as a school which that is wholly or mainly for children or because the Company deems it necessary. Because of the flexibility of our working arrangements, it may be necessary for you to have CRB clearance even if that was not previously required so that your assignments can be changed to fit our needs.

3.2.3 You are required to pay the cost of each application for CRB clearance made on your behalf. Unless you state that you do not need financial assistance, the Company will advance the CRB fee to you by paying the relevant cost on your behalf. This will be called “the CRB check debt”. By signing your contract of employment, you agree to the repayment of the CRB check debt by the deduction of £1 per week for 25 weeks from your wages. If however you leave your employment within 6 months from the date of your signed declaration you agree to be liable for the full cost of £44 for the CRB check. You agree that should you leave your employment within 6 months from the date of your signed Declaration any outstanding balance at the date of termination of employment shall be deducted from your final salary payment. In the event that the amount due exceeds the final salary payment, the Company reserves the right to recover the due amount from you directly or through due legal process plus any cost thereby involved.

3.2.4 You are liable for the cost of each application for PTS certification. By signing your contract of employment, you agree to the repayment of the PTS certificate if you leave your employment within 6 months from the date of your signed declaration. You agree to be liable for the full cost of £286 for the PTS certificate. You agree that should you leave your employment within 6 months from the date of your signed Declaration the full cost shall be deducted from your final salary payment. In the event that the amount due exceeds the final salary payment, the Company reserves the right to recover the due amount from you directly or through due legal process plus any cost thereby involved

3.2.5 The same principles apply where the Company is involved in expense in obtaining any other form of certification or incurred other costs before you start work such as agency costs etc. Where you are required to reimburse the Company, you will be informed of the amount involved and the amount of weekly deductions from your wages to which you will be required to agree before the necessary certification is sought.

3.2.6 Where rechecks are required, by signing your contract of employment, you agree to the repayment of the CRB check debt and the PTS certificate if you leave within 6 months from the date of your recheck. The full cost of these rechecks are £44 for the CRB recheck and up to £185 for the PTS recheck. The same principle applies where the company is involved in obtaining any other form of renewal certification.

### **3.3 REFERENCES**

3.3.1 Your employment with the Company is subject to the receipt of two satisfactory references, one of which should be from your last employer or from the establishment at which you have recently completed educational qualifications and one personal reference. Irrespective of these references, you should produce, if requested to do so, evidence in support of formal qualifications.

3.3.2 Should the Company receive an unsatisfactory reference, you will be advised of the situation and the Company will investigate the matter further. Receipt of unsatisfactory references will be considered a fair reason for withdrawing the employment offer, or for termination of employment.

3.3.3 References will normally be kept on your file for three months or for three months after the termination of employment where the reference remains on file at the date of termination.

### **3.4 EXTERNAL CONNECTIONS**

3.4.1 It is a condition of employment that you may not, without the consent of the Company, engage in any other employment or business which the Company believes may affect the performance of your duties or conflict with the interest of the Company. Consent to you holding another job will not be unreasonably withheld but will depend on the Company having the first demand on your loyalty.

3.4.2 Under no circumstances must you provide information to any external source in relation to the Company. Any statements to reporters from newspapers, radio, television etc. must only be given by the Managing Director.

### **3.5 PERSONAL RECORDS**

The Company keeps records of the following matters so that it can contact you or whoever you required to be contacted about your and so that you can obtain any relevant statutory or contractual benefits

- Name
- Address and phone number
- E-mail address
- Marital or partnership status
- Children
- Next of kin and emergency contact
- Examination passes or other qualifications gained

You should inform the HR Department of any changes to these records.

### **3.6 PROOF OF IDENTITY**

3.6.1 You have been issued with an identity card which must be carried during all working hours and shown to a client upon request. The card remains the property of this Company and must be returned upon termination of your employment, or at any other time upon request.

3.6.2 Many of our sites require our employees to use their badges, electronic passes or security passes for entry.

3.6.3 Whether it is Wettons' or the client's identity card, badge, etc., you are responsible for the safekeeping of any pass issued to you and if at any time it is lost or mislaid, a report must be made to your line manager without delay. A charge may be made for a replacement and you agree, by signing your contract of employment, to the deduction of any such cost. Misuse of any such form of identification will be deemed a serious disciplinary matter. The photograph on any pass issued will be posted on the Company's intranet system as confirmation of your identity.

### **3.7 CCTV RECORDING**

Many areas of Company property and the sites to which you are assigned are subject to closed circuit television monitoring for your security and well being as well as that of all persons, including visitors, to the site in question. It is a precondition of your employment that you accept the monitoring and recording of all activities including yours whilst at work. Such images may be stored on computer for such period as may be required by the Company or by its client at the site[s] where you are working. It will be deemed a serious disciplinary matter for anyone except authorized personnel to adjust or alter or interfere with any setting or function of any CCTV equipment.

### **3.8 PROBATIONARY PERIOD**

Your contract or job offer letter may contain a probationary period. Before this comes to an end, your Line Manager will carry out an assessment of your performance. Following the satisfactory completion of the probationary period you will receive a letter confirming engagement on a permanent basis. The probationary period will only be extended under exceptional circumstances which will be in the sole discretion of the Company. The notice period during the probationary period will be set out in your contract of employment or job offer letter. During the probationary period and until you have been employed for two years you will not be entitled to access to the Company's disciplinary procedure.

## **4 PERFORMANCE AND REVIEW**

### **4.1 TRAINING**

The Company recognises that the training and development of staff is the key to its success. At the commencement of your employment you will receive training for your specific job. As your employment progresses, your line manager will conduct appraisals and assess whether your skills have been or may be extended to encompass new job activities within the Company. Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you overcome any possible weaknesses.

### **4.2 PROGRESS THROUGH REVIEW**

The continuous process of review is designed to assist all staff to achieve their maximum potential. The appraisals may encourage good performance or highlight performance which is below acceptable standards.

### **4.3 PROCESS OF REVIEW**

Appraisals will, in most cases, be carried out by your immediate line manager and will take the form of an informal interview. You will be asked to provide your own input and give your opinion on the level of your performance, discuss your strengths, explain any weaknesses and refer to whether you have met your objectives and what your future objectives might be. All appraisals will be recorded electronically and you will be informed of the outcome either by e-mail or by your line manager showing the report on-screen. You will be entitled to comment on the report. You will not be entitled to appeal an appraisal outcome but the grievance procedure is the appropriate avenue if you disagree with appraisal conclusion.

## **5 WORKING HOURS**

### **5.1 NORMAL WORKING HOURS**

Your normal hours of work are detailed in your Statement. Timesheets apply to staff working on an hourly basis.

### **5.2 REST BREAKS**

5.2.1 If you are eligible for a rest break (i.e. your shift is of six or more hours) your rest break is to be taken at such time and to be of such duration as directed by your line manager. If you wish to take a break at a different time for a specific reason, you should seek your manager's leave. Failure to do so could put you at risk of taking unauthorised absence from work.

5.2.2 Under no circumstances will you be permitted to vary the time of a designated break unless you can show your manager that your team is adequately covered during your absence.

5.2.3 Depending on the nature of your work and the needs of the Company, you may be required to take breaks at different times designated by a senior member of staff who may not necessarily be your manager. If you are unable to change your break time, you must explain the reason to the person requiring you to make the change who will, if possible, try to accommodate your needs.

### **5.3 PUNCTUALITY AND TIME-KEEPING**

5.3.1 You will be paid only for time worked. The Company expects all members of staff to be punctual and show a responsible attitude to time-keeping and attendance. It is in your interests to ensure punctuality.

5.3.2 For safety, security and time allocation reasons, you are required to register your arrival and departure at work by any system required by the customer or the Company and on your time sheets or such other recording systems, including biometric procedures, as are used on the site where you are working.

5.3.3 Persistent lateness, unauthorised and/or unacceptable levels of absence will render you liable to disciplinary action which could lead to dismissal. It is your responsibility to ensure that you attend punctually for work and follow all timekeeping and absence procedures.

5.3.4 If you need to leave work prior to your normal finishing time or to have time away during the normal working period, you must not leave without first obtaining permission from your line manager. In such circumstances, in addition to time-sheet records, you must report to your line manager upon leaving and, where appropriate, returning to work.

5.3.5 If you arrive for work more than one hour late without having previously notified the Company, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the shift/day without pay. By signing acceptance of the terms and conditions set out in your Statement, which includes having read this Handbook, you agree that lateness under this paragraph and being sent away from work removes your entitlement to pay for any day on which you arrive at work and arrangements have been made to cover your duties.

5.3.6 Any problem with reporting arrival or departure must be reported immediately to your supervisor or line manager. A failure to report such a problem may result in your presence at work not being recorded with a consequent loss of wages.



## **5.4 COMPETENCE AND TIME-KEEPING**

If you find you are unable to complete the routine targets of your work in the time allocated by the Company, your line manager will carry out an assessment of your working practices to determine whether you are capable of carrying out the work you are employed to do.

## **5.5 ADDITIONAL HOURS**

5.5.1 There are times in all business areas where extra hours are needed. In order for us to maintain optimum service levels, you may be required to work additional hours from time to time. You will be advised on any different rate of pay which may, under exceptional circumstances, apply to any additional hours.

5.5.2 Your Statement reflects the hourly rate you are entitled to and will take account of any unsociable hours.

5.5.3 Given the nature of the business, it may sometimes be necessary for you to work on Bank/Public holidays. You will not receive any enhanced overtime payments but you will receive time off in lieu for those hours worked.

## **5.6 TIMESHEETS**

5.6.1 Whether you are hourly-paid or working on an individual assignment which requires you record your time, it is a fundamental term of your contract of employment that your time is recorded accurately. You are required to keep strictly accurate timesheets and these will be stored electronically.

5.6.2 Accuracy applies to every detail. You will be liable to summary dismissal on the grounds of gross misconduct if you falsify your time sheet, complete entries without express authority, sign for another employee, or allow another employee to sign for you.

5.6.3 Time sheets should be returned to the head office by noon on the Monday following the end of the week period. Payment will only be approved after receipt of a completed time sheet.



## **6 PAY AND REVIEW**

### **6.1 PAYMENT**

6.1.1 Wages are currently paid in arrears on a four-weekly basis unless otherwise set out in your job offer letter. The Company reserves the right to change pay intervals with appropriate notice.

6.1.2 For hourly paid employees, your rate of pay is set out in your Statement and the amount will depend on the number of hours you have actually worked in the four-week period ending one week before the payment date. Voluntary one off jobs which may be on set prices will be paid on client signoff. All employees receive payslips for each four-week period, itemising the payment.

6.1.3 The Company pays all employees by direct transfer to their bank account. The Payroll Department will require the following information:

- Name of bank
- Name of account to be credited. E.g. "Mr & Mrs A.N. Smith"
- Account number
- Name, address and sort code bank, sort code.

6.1.4 Queries about your wages should be raised in the first instance with your manager who will pass them on to the Payroll Department.

### **6.2 SALARY REVIEW**

There is no contractual right to an annual salary increase. However, salaries are generally reviewed annually and any increases are entirely discretionary and will be determined by individual appraisal-based performance and the financial performance of your department and the Company overall.

### **6.3 SALARY ADVANCES AND OVERPAYMENTS**

6.3.1 Salary advances will not be considered under any circumstances.

6.3.2 You are required to report to your line manager or the HR Department any overpayment of your salary. Failure to report an overpayment will be a serious disciplinary offence.

6.3.3 Subject to your right to be informed of an overpayment of which you may not yet be aware, the Company will deduct any overpayment of salary from the next salary payment due.

6.3.4 Salary is only due for attendance at work and for work actually performed. The Company reserves the right to make no payment of salary for any period of time in which the employee is absent from work, where leave has not been authorised and where cover has been arranged for un-notified late arrival at work as described in Paragraph 5. If payment is made for a period of unauthorised absence, that will be deemed to be an overpayment.

## **6.4 FURLOUGH AND JOB SUPPORT SCHEME**

Information on both Furlough and Job Support scheme can be found by visiting [www.gov.uk](http://www.gov.uk)

Due to the constant changes to these schemes we refer you to the government website around rules and changes to these schemes.

These schemes were introduced by the government as a result of the coronavirus pandemic.

- 6.4.1 Furlough – Employers inform employee that they must stop working on a temporary basis Employee receives 80% of pay, capped at £ 2,500. They must have stopped working for at least 3 weeks
- 6.4.2 Flexi Furlough – Employers inform employee that either they stop working or reduce their working hours. Employee receives 80% of any unworked pay, capped at £2,500.
- 6.4.3 Flexi and Furlough employees have the right to work for another company during this time.
- 6.4.4 Flexi and Furlough employees can undertake training during the furlough periods.
- 6.4.5 Line managers will inform staff of furloughed and flexi furlough working periods. These may change to suit the needs of our clients at the various sites.
- 6.4.6 Employees who fail to return to work when instructed to do so will not be not entitled to furlough or any salary for that period but will be considered absent. In these circumstances the company may follow disciplinary rules and procedures.
- 6.4.7 The Job support scheme is a new scheme to replace furlough. Your line manager will discuss this with you and provide further details on this scheme should it be required for your particular role.

## **7 INCOME TAX QUERIS**

Income tax queries should be made to HM Revenue and Customs Employee Helpline 0845 3000 627. The Company's reference number is 961/9900803.

## **8 DRESS CODE AND EQUIPMENT**

8.1 The Company will provide you with any necessary uniforms, personal protective gear, materials and equipment to enable you to do your work. You will be required to sign for all items provided to you. These items remain the property of the Company and you are responsible for their safe keeping and the cost of any loss, repair or failure to return when instructed to do so.

8.2 Where the Company provides uniform, you are required to wear it for work. In doing so, you are under scrutiny by the public and must never behave in such a way as to bring the Company into disrepute. You must ensure that your uniform and/or ordinary clothes supplemented by, for example, a jacket or protective gear with the Company logo, is/are kept clean, laundered as required, and in good repair. Reasonable wear and tear is expected and the Company will re-issue items of uniform, etc. if and when necessary.

8.3 Where uniform is not provided, you should wear clothes appropriate to your job responsibilities and be clean and tidy at all times.

8.4 You are responsible for the economic use of materials for environmental as well as financial reasons. The Company will investigate any unreasonable or excessive use of materials and may instigate its competence or disciplinary procedure, as appropriate, if it appears that there has been misuse or misappropriation of items.

8.5 You are required to return any item of Company property immediately on the instructions of your line manager. Failure to return any item on instruction immediately will be a serious disciplinary matter.

8.6 You are required to pay for damage to or loss of Company property and client property caused by your negligence. You will be informed of the amount that you are required to pay and agree, by signing your Statement, to the deduction of the amount from your salary. So as not to cause hardship, the Company will arrange for you to make structured payments if necessary.

8.7 You will be required to return all items of Company property in good repair when you give or receive notice of termination of employment or are placed at risk of termination of employment, such as in the course of a redundancy consultation or whilst undergoing disciplinary or capability proceedings, whether or not the proceedings result in termination of employment. You will be held responsible for the cost of all damaged or non-returned items at the date of termination of employment. You agree, by signing your Statement, to the deduction of the value of unreturned or damaged items from your final salary payment.

8.8 Where items of Company equipment are put into your safe-keeping for the duration of your employment, you will be told if there is any insurance excess which has to be paid in the event of you being held responsible for any damage to company equipment (including vehicles, transportation equipment, company electronic or telephone equipment). You will be given documentation showing the excess and you agree by signing your Statement to paying for any uninsured excess by way of agreed deductions from your wages.

8.9 Where the Company sustains losses by reason of non-return or return of damaged Company or client property and where the values of such loss exceeds your final salary payment or is discovered after the final salary payment has been made, the Company reserves the right to recover such losses from you directly or through due legal process, plus any cost thereby involved.

## **9 PENSION**

9.1 The Government requires employers to enrol their workers into a workplace pension scheme. The employees eligible to join depend on certain criteria this information can be seen in Appendix 15.

9.2 The company have arranged for the National Employment Savings Trust (NEST) to provide those that meet the criteria with a suitable pension plan. It will be NEST that will be providing the administration of our pension arrangements for auto enrolment for you. If you need further information about the pension please contact NEST on 0300 020 0090 or email [support@nestpensions.org.uk](mailto:support@nestpensions.org.uk)

9.3 While you have the right to opt out the Company will not be able to advise you on the opt out procedure. Full details can be obtained from NEST directly.

## **10 HOLIDAYS**

### **10.1 AMOUNT OF LEAVE AND THE LEAVE YEAR**

10.1.1 The Company holiday year runs from 1<sup>st</sup> April to 31<sup>st</sup> March. Unless your Statement provides differently, you are entitled to statutory paid leave. Your Statement sets out your personal entitlement and conditions regarding bank/public holidays. You are not permitted to carry leave over to the subsequent leave year.

10.1.2 The holiday entitlement for staff joining during the year will be calculated on a pro-rata basis. The Company will honour your holiday commitments for the year in which you join us, provided this has been mutually agreed before you commence employment. Any days in excess of your contractual entitlement will be given at the discretion of your line manager and will be without pay.

10.1.3 If you work part-time, your annual holiday entitlement is pro-rata to the entitlement for full-time employees in the complete holiday year.

10.1.4 You are currently paid 4-weekly and therefore accrue annual holidays on the basis of 1/13th of the annual entitlement for each 4-week period of service in the holiday year.

10.1.5 Payment for holidays will be at your normal rate of pay excluding non-guaranteed payments

### **10.2 APPLICATIONS FOR HOLIDAY**

10.2.1 All annual leave must have prior approval and authorisation. The Company will respond as soon as possible to your request for leave. No responsibility will be accepted for monies lost for pre-booked holidays as a consequence of your failure to follow the procedure for application for leave.

10.2.2 The Company reserves the right to refuse leave applications and to impose dates for leave to be taken at a time suit operational needs.

10.2.3 The process for applying for leave is:

- Requests for holidays should be submitted to your line Manager or supervisor who will pass it on to the Payroll Department for authorisation.
- Generally, you will only be permitted to take a maximum of 10 working days holiday at any one time.
- Applications for holidays must be submitted: –
  - On at least 2 calendar months notice for a holiday of up to 10 working days;
  - On at least 6 weeks notice for a holiday of 5 working days;
  - On at least 1 month's notice for a holiday of 2-4 working days;
  - On at least 1 week's notice for a holiday of 1 day.

10.2.2 So as to ensure the efficient running of the Company, holidays are likely to be granted on the basis of first request, first granted provided that there are not so many applications for the same period that, if granted the efficiency of the business would be impaired.

10.2.3 Unused holiday entitlement cannot be carried forward into the next holiday year.

### **10.3 RELIGIOUS HOLIDAYS**

Subject to the rules on applying for leave, you may take part of your annual holiday entitlement on days when you wish to observe religious holidays which are not Public Holidays.

## **10.4 LEAVING EMPLOYMENT**

10.4.1 If you leave the Company you will be entitled to payment in lieu for any untaken leave during the leave year.

10.4.2 Payment in lieu of any accrued holiday entitlement will be subject to Income Tax and National Insurance contributions. If you have taken more holidays than you were entitled to take, the equivalent pay will be deducted from your final salary and you agree to this deduction by signing your Statement.

10.4.3 You may be required to take any untaken leave during your notice period. The Company will inform you of the number of days due to you up to the date of termination of employment and the dates when you are required to take that leave prior to the termination date.

10.4.4 Accrued holiday pay on termination of employment is calculated according to the number of days accrued up to the date of termination less any holidays already taken during that holiday year. Holiday pay is calculated by the following formula: your gross basic annual salary divided by the contractual number of working days in a year, i.e. 261, multiplied by the number of untaken days accrued up to the date of termination (pro rata for part-timers).

## **10.5 SICKNESS DURING HOLIDAYS**

10.5.1 If you are sick whilst on holiday for a period of not less than five consecutive days which, but for the holiday would have been working days, you are required to inform the Company immediately and provide a medical certificate, obtained from an independent medical practitioner (i.e. not a friend or member of your family) at your own expense, immediately upon your return to work. If you produce an appropriate certificate stating the diagnosis, cause and anticipated length of the illness and details of treatment given, you may be permitted to take a replacement holiday at a later date having given the relevant holiday arrangement notice and subject to the provisions which prohibit leave being carried over to the following leave year.

10.5.2 If you are on prolonged sick leave and wish to take holiday during your sickness absence so as, for example, to promote your recovery, you are still required to apply to take leave by making the request to your supervisor or your line manager.

## **10.6 MATERNITY/PATERNITY/ADOPTION LEAVE AND HOLIDAYS**

Employees accrue contractual holiday entitlement during the statutory Maternity/ Paternity/ Adoption Leave periods.

## **11 GENERAL SICKNESS PROVISIONS**

### **11.1 STATUTORY SICK PAY (“SSP”)**

11.1.1 Sickness absence is covered by entitlement to SSP. If you have a concern about how SSP rules apply to you, you should not hesitate to raise your query to your line manager who will refer it to the appropriate department within the Company.

11.1.2 You must follow procedures to qualify for SSP; in particular completing the on-line Self-Certificate stating the reason for the first seven days of absence. Thereafter, you will need a certificate from your doctor (a “fit” certificate) stating whether you are fit to work. Failure to comply with these procedures means that absence from work will not have been authorised and will be considered a serious disciplinary matter which could lead to non-payment of salary and/or disciplinary action. Failure to provide certificates may result in sick pay being delayed or withheld and a disciplinary sanction.

11.1.3 SSP cannot be paid for the first 3 days of sickness. A period of up to 3 days absence is therefore unpaid. Eligibility for SSP starts on the 4th day of absence, and continues for as long as you are absent, up to a maximum of 28 weeks in any one period of sickness. SSP is paid four-weekly in the same way as normal earnings.

11.1.4 SSP is *not* payable in the following circumstances:

- if your average weekly earnings are less than the figure set by the Government for the payment of National Insurance Contributions
- for absence of less than 4 days
- if you have failed to follow the sickness Notification Procedure
- if your employment has terminated
- where Statutory Maternity Pay is being paid to you
- for days on which you do not normally work (e.g. if you work Monday to Friday and not at weekends, SSP will normally apply to those 5 days only).

### **11.2 IMPROPER APPLICATIONS FOR SICK PAY (see also “Monitoring attendance”)**

11.2.1 Submission of a medical certificate, fit note or self-certification form will not in itself always be regarded as sufficient justification for accepting your absence. In deciding whether your absence is acceptable, the Company will take into account, the reasons and extent of all your absences, including any absence caused by sickness.

11.2.2 The Company regards the following as gross misconduct for which summary dismissal may be warranted:

- the employee claims or has claimed to be sick but is/was fit for work at the material time;
- the employee makes or has made misrepresentations with regard to his ability to work;
- the employee’s ill-health is self-induced for reasons including but not limited to misuse of drugs or alcohol or is the result of a criminal action on the part of the employee;
- the employee has caused or significantly contributed to his ill-health by reason of careless or reckless activities including but not limited to high-risk sport or leisure activities and/or misuse of any work equipment;
- the employee has incurred an injury as a result of an activity prohibited by his contract of employment.

### 11.3 PROCEDURE FOR SICKNESS OR INJURY NOTIFICATION

11.3.1 On the first day of sickness absence, you are required to telephone your line manager at least 2 hours before your normal start time, stating why you are absent and when you expect to return. If your absence continues, you must update your line Manager regularly to explain your continued absence. It is mandatory that personal contact is made at all times when contacting the Company unless there are exceptional circumstances of severe illness where your absence becomes prolonged. In that event, the Company may accept an immediate member of your family providing the information on your behalf. The sending of text messages or e-mails or leaving a voice-mail will not be accepted as notification.

11.3.2 You should notify your Area/ Regional/ line manager as soon as you know the date on which you will be returning to work, if this differs from a date of return previously notified.

11.3.3 If you have been suffering from an infectious or contagious illness such as rubella or hepatitis you must not report for work without being certified fit to do so by your own doctor. Upon return to work, you may be interviewed for the purpose of ascertaining your well being. The Company reserves the right to obtain an independent medical report on your fitness to work.

11.3.4 The Company's Capability Procedure may apply to a single prolonged absence from work or to frequent short-term absences.

11.3.5 You must provide the appropriate certificates as set out below at the relevant times, and complete a Return to Work interview on your return to work, which will be conducted with a member of the Management team. Failure to comply with sickness absence reporting procedures is a disciplinary matter and may result in sick pay being delayed or withheld and action under the Disciplinary Procedure being taken.

### 11.4 EVIDENCE OF INCAPACITY

You should produce the following evidence concerning your absence and ensure that appropriate certificates are provided for the whole of your absence:

11.4.1 A **Self-Certificate** is permitted and required for absence of up to and including 5 consecutive working days. This must be submitted on-line.

11.4.2 A **Medical Practitioner's Certificate ("fit note")** is required for absence of more than 5 consecutive working days inclusive of the first day's absence. The fit note must set out the medical condition from which you suffer and the anticipated period of absence and any steps required on your return to work. You must send this to the HR Department . A certificate which does not refer to a clinically recognised illness may not be accepted as proof of absence caused by illness or as evidence of incapacity for work and may result in preventing a claim for SSP.

11.4.3 A Medical Practitioner's Certificate must also be provided:

- when requested, where more than 3 periods of self-certificated absence occur in any 12 month period. You are required to bear any expense incurred in obtaining any such certificate; OR
- for absence before or following an annual or bank/public holiday;
- for absence before or following pre-booked leave.



11.4.4 Employees whose absence has been prolonged will be required to produce medical evidence to satisfy the Company that they are fit to return to the job they were employed to do. Such evidence may be obtained, if so required, from a doctor appointed by the Company whom the employee may be required to attend for a medical examination to ascertain fitness for work.

11.4.5 If you are absent through sickness or injury for more than 5 days in any period of 12 months, the Company reserves the right to require a medical certificate for each and every day of absence over and above the 5 days, whether for one or several period(s) of absence through sickness or injury for the remainder of that year..

11.4.6 Failure to provide genuine certificates may result in sick pay being delayed or withheld and action under the Disciplinary Procedure being taken.

## **11.5 MEDICAL EXAMINATIONS**

11.5.1 It is a condition of employment that you agree to have a medical examination by an appropriately qualified doctor nominated by the Company if you are requested to do so by the Company. For example, in the case of a person suffering from a recurring illness or a long term absence, a medical examination may be arranged to ensure the person is fit to carry out his job.

11.5.2 A medical examination may also be required to ascertain the nature of any reasonable adjustments to enable a disabled employee to carry out the work he is employed to do. The Company will pay any medical expenses relating to that examination. The employee has the right to see any medical report obtained from the examining doctor and to suggest alterations if any aspect of the report appears to be incorrect.

11.5.3 You are entitled to withhold consent to any such medical examination but this may incur the Company's implementation of its capability procedures on the basis that, in the absence of any other evidence, you appear to be unfit to undertake the work you are employed to do.

## **11.6 PAY ON RETURN TO WORK**

If you return to work after a period of sick leave and are unable to resume your duties on such contractual hours as worked prior to your sickness absence or such hours as you habitually worked, you will be paid pro rata for the hours actually worked from the date of your return.

## **11.7 MEDICAL APPOINTMENTS**

11.7.1 Appointments must be made, wherever possible, outside working hours. If this is not possible, they should be made for early in the morning or late afternoon. This applies to all forms of medical (doctor/dentist/ophthalmologist/physiotherapy etc.) and associated treatments (counselling, physical and psychological therapy) including similar appointments for any dependent).

11.7.2 Authorisation to attend must be obtained from your line manager and, if requested to do so, an appointment card produced. Employees who attend, what the Company considers to be an excessive number of medical appointments may be required to take holiday days to deal with such appointments or to take the necessary leave without pay.



## 11.8 MONITORING ATTENDANCE

11.8.1 The Company requires all employees to attend work consistently. It monitors attendance levels on a regular basis. Employees with excessive or unacceptable absence levels may be dismissed on the grounds of being incapable of performing the work they were employed to do.

11.8.2 In addition, suspension may occur or conduct and/or capability procedures instigated in the following circumstances:

- failure to abide by absence reporting procedures;
- absence is not for a valid reason;
- absence is short-term but persistent or repetitive;
- absence follows a pattern of occurring on particular days;
- illness/injury is self-inflicted (e.g. alcohol abuse where treatment has been refused or there has been lack of co-operation with treatment; any form of self-inflicted harm; the result of criminal action on your part);
- frequent or a single injury through dangerous or contact sports;
- injury through reckless disregard for your own health and safety outside or at work;
- you claim or have claimed to be sick but are/were fit for work at the material time;
- you make or have made misrepresentations with regard to your ability to work;
- you have caused or significantly contributed to your absence levels by reason of careless or reckless activities including but not limited to high-risk sport or leisure activities and/or misuse of any work equipment;
- your absence has occurred as a result of an activity prohibited by your contract of employment.

## **12 HEALTH-RELATED ISSUES: ALCOHOL AND DRUG ABUSE**

12.1 You should discuss with your line manager or the HR Manager any health problem which prevents you from carrying out your job or has a detrimental effect on your work performance. Your confidence will be respected. The Company aims at all times to help you cope with problems which may be stressful for you and will, if it deems it necessary, refer you for an opinion from a doctor in accordance with the procedures for dealing with ill-health absence.

12.2 The Company believes that employees will work best when they are working at a level for which their talents and training equip them and which they enjoy. Should this not be the case, or should you consider that you are subject to high stress levels, whether at work or in your private life, the Company expects you to inform it so that it can attempt to provide assistance and/or counselling if necessary. The Company's stress policy is attached as an Appendix to this Handbook.

### **12.3 Alcohol and drug misuse**

12.3.1 Alcohol and drug misuse are not accepted as reasonable grounds for the associated adverse health effects. It is well known that such misuse has a detrimental effect upon health and adversely affects work performance and relationships with colleagues and customers. The consequence of reduced efficiency and increased absenteeism is unacceptable to the Company.

12.3.2 It is Company policy, as a matter of health and safety, to promote a responsible attitude to the consumption of alcohol. Under no circumstances does it tolerate the use of illegal drugs or substance abuse.

12.3.3 The Company requires all staff to submit to random alcohol or drug testing by way of urine, breath, hair and blood tests if required. Refusal to submit to random testing will be treated as gross misconduct. Further, in some cases the work that employees do requires random testing to be carried out as part of mandatory safety provisions, the details of which will be set out in individual contracts of employment.

12.3.4 The disciplinary procedure makes it clear that the consumption of drugs and/or alcohol or being under the influence of drugs and/or alcohol during working hours is deemed to be gross misconduct. These matters are strictly prohibited.

12.3.5 People react differently to alcohol consumption. If even moderate use affects work performance or causes unacceptable behaviour, including poor work relationships, the affected employee may be called to disciplinary proceedings. The Company will give consideration to helping you to seek medical treatment if appropriate but consideration of any medical issue does not prevent the Company from instigating the disciplinary procedure where it has formed a reasonable belief that you have committed gross misconduct through having been involved in any drug/alcohol related action/offence.

## **13 PERFORMANCE OF PUBLIC DUTIES**

**13.1** If you are called upon to perform a statutory duty, such as jury service, or if you hold an office such as that of a magistrate, you should notify the HR Department immediately of the dates in which you expect to be involved. You are entitled to a reasonable amount of time off work for performing a public duty.

### **13.2 JURY SERVICE**

**13.2.1 NOTIFICATION:** In the event of you being summoned to attend for Jury Service, you must notify management immediately on receipt of the Jury Summons, giving details of the dates you are required to attend Court.

**13.2.2 DELAY:** Depending on the nature of your work and the hardship that would be occasioned to others with consequential substantial injury to the business by reason of your absence, the Company may instruct you to exercise your right to apply to the Court for your Jury Service to be either postponed or delayed if it is considered that your absence will cause. Failure or refusal to make a request when instructed to do so will lead to action being taken under the Disciplinary Procedure, which may include dismissal. The Company, by giving such an instruction, is not seeking to prevent you from carrying out this important public duty but attempting for it to happen at such a time as will not harm its business interests.

**13.2.3 MAINTAIN CONTACT WITH COMPANY:** If you are retained on Jury Service for a prolonged period, you must notify the Company of the anticipated date of conclusion of your service and must keep in regular contact throughout your absence. It is anticipated that you would return to your normal working hours immediately following your release from Jury duties but if your absence has been prolonged, the Company reserves the right to transfer you to another place of working in order for it to cope with its operational needs.

**13.2.4 PAYMENT WHILST ON JURY SERVICE:** The Court where you carry out your jury service will give you a hard-copy form for completion by the Payroll Department for completion. Once completed, you must send or take this form to the court on your first day of service. Travelling expenses and loss of income are claimed from the court in this way.

### **13.3 OTHER PUBLIC DUTIES**

If you are appointed as a magistrate or take a similar public office, you will be granted the reasonable amount of paid leave of up to 5 days towards the time required for performing the public duties. This number may not relate to the number of days for which you are called upon to perform the duties. Any additional days may be taken as unpaid leave. Absence for public duties must be notified in advance to your Manager and should only be taken on days which have been agreed with the Company before offering your services for public duties to the organisation which has appointed you.

## **14 OTHER LEAVE**

### **14.1 NON-MEDICAL LEAVE**

Leave for reasons other than holiday, public duties or ill-health may only be taken with the express prior permission of the Company save in exceptional circumstances. In any event, your absence must be notified in accordance with the ill-health reporting procedures at paragraph 11.3, stating the reason for the absence. You may be required to provide written evidence to confirm the reason for the absence.

### **14.2 APPOINTMENTS**

You are normally expected to ensure that appointments to visit the doctor, dentist, hospital, etc. are made in your own time and outside normal working hours. In the event that this is not reasonably practicable, time off work will be permitted to attend such appointments providing that the appointment is substantiated with an appointment card (if requested) and the timing of the appointment causes as little disruption as possible i.e. at the beginning or end of the working day. You will not be paid for this time off and if you work at Head Office or any site which requires a specific number of hours of attendance you will be required to make up the time missed whilst attending the appointment.

### **14.3 COMPASSIONATE LEAVE**

In the event of the death or funeral of a spouse, close relative, civil partner or close friend, you may be granted appropriate time off work and payment at the discretion of the Company after careful and sympathetic consideration has been given to the circumstances surrounding each bereavement.

### **14.4 COMPULSORY LEAVE**

The Company reserves the right to place you on compulsory leave under certain circumstances which include but are not restricted to operational needs generally and/or involving balancing the holiday diary. Compulsory leave days are part of your contractual or statutory holiday entitlement, whichever applies to you.

### **14.5 GARDEN LEAVE**

14.5.1 Garden leave is a form of compulsory leave or period of alternative work in which the Company requires that you either do not attend work or requires you to carry out different duties from those which you have previously carried out or to carry out similar or different duties at different times or in a different place or places from those which applied prior to garden leave.

14.5.2 If you are placed on garden leave for a period of time, the Company will require you to be contactable and available for such Company duties as may be designated by the Company at any time during the period of garden leave.

14.5.3 You may be placed on garden leave:

- when there is a temporary or permanent change in business needs affecting the work you are employed to do (for example, if there is a risk of redundancy), pending resolution of how the Company will deal with the change;
- in the course of disciplinary or capability proceedings or redundancy consultation or any other situation where the Company deems it appropriate that you should not be at work;
- for some other substantial reason;
- if the Company wishes to terminate your employment or if you intend to leave the Company, whether or not notice has been given by either party.

14.5.4 During garden leave, the Company will require you to take unused holiday which has accrued to date, regardless of whether you have a later holiday booked. Your holiday absence will be treated as normal holiday, otherwise you are expected to be contactable by the Company at all times.

14.5.5 The financial terms of your contract continue to apply during garden leave. You will receive your basic salary unless you are on an hourly paid contract in which case, garden leave will be unpaid. You will remain bound by your terms and conditions of employment, including but not limited to your duty of confidentiality, loyalty and good faith to the Company. Save as permitted in writing by the Company, you will not:

- directly or indirectly work for any person or organisation;
- enter any Company premises or the premises of any of its clients;
- act or represent yourself as Company employee.

14.5.6 The fact of being placed on garden leave does not give rise to any inference that dismissal will take place if you are in an “at-risk” situation.

14.5.7 Whilst on garden leave, you will be required to return all Company property including, but not limited to, any Company car, vehicle or mechanical equipment, uniform, materials, non-mechanical equipment, mobile telephone, communication device, i-Pad, lap-top and any computer storage devices.

14.5.8 Depending on the circumstances whereby you were placed on garden leave, you may be invited to resume work for the Company in the role which applied prior to the start of garden leave or, if that role is no longer available because, for example, of redundancy or some other substantial reason, in a different role.

14.5.9 If you have been placed on garden leave during a period of notice, your employment will terminate when the notice period concludes or such earlier time as may be agreed with or imposed by the Company.

## **15 FAMILY MATTERS**

### **15.1 MATERNITY AND PARENTAL ENTITLEMENTS AND LEAVE**

These vary from time to time. Current entitlements are available from the HR Department. See also detailed provisions in Appendix 5.

### **15.2 TIME OFF TO CARE FOR DEPENDENTS: EMERGENCIES**

15.2.1 An employee is allowed to take a reasonable amount of unpaid time off work to deal with an unexpected event or sudden emergency involving a dependent. This time is not to be used to undertake the regular day-to-day care of a dependent.

15.2.2 A dependent includes an employee's wife, husband, civil partner, child, parent or someone who lives in the same household but who is not an employee, tenant, lodger or boarder.

15.2.3 Time off to care for dependents is to take action that is necessary:

- if a dependent falls ill or has been injured;
- when a dependent is having a baby;
- to make longer term care arrangements for a dependent who is ill or injured;
- to deal with the death of a dependent;
- to deal with an unexpected disruption or breakdown of care arrangements for a dependent;
- to deal with an unexpected incident involving the employee's child during school hours.

15.2.4 There is no entitlement to pay whilst taking time off to care for dependents.

### **15.3 FLEXIBLE WORKING**

15.3.1 The statutory right to request flexible working is available to eligible employees after 26 weeks' continuous service. The application form is on the Intranet and requires you to say why you need to work flexibly, the rota you propose and to deal with any adverse effect on the Company. Applications are processed within 21 days. You have the right to appeal a refusal of your application, and have the right to be accompanied at the appeal hearing in accordance with the Company's appeal procedures as used in the grievance procedure. If the refusal is upheld, you are not permitted to re-apply for another 12 months.

15.3.2 Eligible persons include:

- a person who cares for a child who is aged under 16, or if disabled, aged under 18;
- a person who has the responsibility for the upbringing of the child. This person may be the mother, father, civil partner, partner or spouse of the child's mother or father, adopter, guardian, or foster parent.

## **16 EMPLOYEE RELATIONS: DISCIPLINARY PROCEDURE**

### **16.1 PURPOSE**

16.1.1 The main purpose is to achieve an improvement in the employee's work or conduct where either or both of these fall below the standard expected. At all times the Company tries to display a consistent, fair and equitable approach towards disciplinary issues. Implementation of the formal disciplinary procedure should be rare and will be used only where it is clearly necessary. This disciplinary procedure does not apply to any employee who has been employed by the Company for less than two years.

16.1.2 All eligible members of staff are subject to the procedure and are deemed to be familiar with its provisions.

16.1.3 The Company's approach takes account of the employee's right to know the grounds of any disciplinary charges and the right to appeal any disputed outcome

### **16.2 INVESTIGATION**

16.2.1 Disciplinary issues will be investigated by such person who may be appointed and, in the Company's opinion, is qualified to do so in order to establish the facts surrounding the complaint.

16.2.2 The employee will be told the outcome of the investigation whatever its result. The outcome may be:

- no further action may be taken;
- counselling;
- an informal procedure may be followed;
- instigation of the formal procedure;
- suspension with or without pay pending a disciplinary hearing or instigation of the formal procedure where there is deemed to be a serious case to answer
- in potentially serious cases, the employee will be suspended immediately the matter is referred to the Company and this may be before the investigation .

### **16.3 INFORMAL PROCEDURE**

16.3.1 The informal procedure is intended to avoid the formal process and encourage employees to make improvements without having formal records on their personnel files. Any such procedure will clarify the dissatisfaction with conduct and/or performance, the matter will be discussed and areas for improvement may be suggested.

16.3.2 The line manager or other person in authority who investigates the incident will keep a note of the date, circumstances and advice given and inform the employee in writing of what has been recorded. In order to prevent any misunderstandings, the employee may be asked to sign the note as a proper record. This will be scanned and preserved on the electronic personnel file for such period as the Company deems appropriate. Repetition of similar minor incidents may result in the instigation of the formal procedure.

16.3.3 An informal procedure is intended to help the employee through a difficult period without any effect on his disciplinary record. For this reason, it is a one-to-one meeting. In the event that the employee is dissatisfied with the informal process, he is entitled to invoke a formal grievance.

## **16.4 FORMAL PROCEDURE**

16.4.1 If the line manager or other appropriate person considers that it is not sufficient to conclude the matter informally, the formal procedure will be invoked. The formal procedure may result in:

- a first written warning, setting out the standards required. This is kept in the personnel file for one year;
- a final written warning, informing you that any further breach of the disciplinary code will not be tolerated and that dismissal will result;
- dismissal after a disciplinary hearing, unless the circumstances are so serious that calling a disciplinary hearing is not warranted;
- dismissal may with or without notice, depending on the seriousness of the offence;
- demotion (with any consequent change in wages);
- appeal against any sanction.

16.4.2 The employee will be informed by letter of the matter[s] of concern and range of sanctions in the event of the allegation[s] being upheld. The employee will be invited to a formal hearing to be conducted by a person other than the investigator of the complaint. The hearing will take place as soon as reasonably practicable. The employee will be given the right to be accompanied by a fellow employee or an appropriate trade union representative. The letter will state the date of the hearing which may be postponed for up to five days to enable the employee to be accompanied by the person of his choice, provided that the proposed companion is willing to attend.

16.4.3 The employee is required to attend the disciplinary hearing. The Company reserves the right to hold a disciplinary hearing in the absence of the employee if the employee does not cooperate with attendance. An employee who does not attend a disciplinary hearing will be suspended immediately without pay and no payment will be made for the period of suspension up to and including attendance at the next arranged meeting. If the employee does not attend the next arranged meeting, summary dismissal is likely to follow, subject to the right of appeal.

16.4.4 The disciplinary hearing will be conducted by such person as the Company may appoint, depending on the level of seniority of the employee undergoing the disciplinary procedure but the line of authority is usually:

- written warning: line manager/ HR manager;
- final written warning: line manager/ HR manager;
- dismissal: line manager/other authorised manager/HR manager

16.4.5 The outcome of the hearing may be communicated to the employee verbally at the conclusion of the disciplinary hearing but in any event, the outcome will be communicated or confirmed in writing. If a disciplinary sanction is to be imposed, the letter will set out what it is, for how long it will remain on the employee's record and provide the right to appeal the decision within 7 days of the written decision being posted to the employee or sent by other means such as e-mail or by courier.



16.4.6 Offences or repetition of earlier minor offences informally recorded may merit a written warning setting out the precise nature of the offence, the likely consequences of further offences and specifying, if appropriate, the improvement required and over what period. A written warning may be a first written warning or a final written warning, depending on the seriousness of the disciplinary matter. Any written warning will be placed on the personnel file and will be valid for 12 months from the date on which it is issued.

16.4.7 In the case of further repetition of earlier offences, or if the employee's performance fails to improve or if the offence, whilst falling short of gross misconduct, is serious enough to warrant only one written warning, the sanction will be a final written warning setting out the precise nature of the offence, containing a statement that any recurrence will lead to dismissal and specifying, if appropriate, the improvement required and over what period. A copy of a final written warning will be placed on the personnel file and will be valid for 12 months from the date on which it is issued.

16.4.8 Serious cases and/or cases where an employee is on a final written warning at the time a subsequent disciplinary matter is raised may result in dismissal on notice or summary dismissal.

16.4.9 In exceptionally serious cases or situations where there is significant risk to the Company or its personnel, any of the above stages may be omitted.

16.4.10 In the case of gross misconduct or if all of the appropriate stages of the warning procedure have been exhausted, dismissal will normally result.

16.4.11 An employee who is accused of an act of misconduct or gross misconduct may be suspended from work with or without pay pending the outcome of the investigation into the alleged offence. Suspension prior to a disciplinary hearing is a neutral act. It is purely administrative and does not indicate that any conclusion has been reached about the disciplinary charges. However, breach of any term of suspension is a serious disciplinary offence in its own right and may warrant summary dismissal. An employee on suspension must remain available for work or attending meetings as required by the Company during normal working hours, all conditions relating to suspension will be given in writing and include (but are not limited to) prohibition:

- on attending or being present at or within 500 metres of Company offices or any site at which the Company provides services;
- on contacting any other Wettons employee, save as permitted in writing by the HR Department. This means that a suspended employee is only permitted to contact the HR Department and is forbidden to make contact with any other Company employees by telephone, e-mail, in writing or face to face, whether by doing so himself or instructing someone else to act on his behalf. The HR Department will arrange contact with any person requested by the suspended employee to accompany him/her to a disciplinary hearing (the suspended employee should be aware that there is no obligation on any person to accept the request to be a companion at a disciplinary hearing);
- on the use of any Company equipment, whether clothing, materials, equipment or vehicles during the period of suspension. This means that Company vehicles (whether cars for which personal use is permitted or commercial or industrial vehicles for which personal use is prohibited), mobile telephones, communication devices, lap-tops etc. must be returned to such place and at such time as the Company designates.

16.4.12 The Company will respect pre-booked holiday during a period of suspension. Provided that the leave entitlement has accrued during periods of paid work, the Company will pay the suspended employee for accrued paid leave even if the suspension is unpaid.

16.4.13 A finding of gross misconduct may warrant summary dismissal.

16.4.14 Some offences may merit demotion and/or a period of suspension, with or without wages, together with a warning as a way of resolving the issues.

16.4.15 The employee has the right of appeal against any sanction imposed.

#### 16.4.16 SUMMARY OF PROCEDURE

- Before disciplinary action is taken, an investigation will be carried out by the Company or such other person that the Company chooses in its sole discretion to appoint
- Prior to any disciplinary meeting, the allegations will be set out in writing.
- The employee will have the opportunity at the disciplinary meeting to be accompanied and to state his case.
- The employee must take all reasonable steps to attend the hearing. If necessary, the hearing will take place in the absence of the employee.
- The sanctions in order of severity are: first written warning, final written warning, dismissal on notice, summary dismissal.
- The Company reserves the right in exceptional circumstances to impose an additional or alternative solution to resolve the problem such as changing the site where the employee works or the way in which the employee is required to work including increased supervision, any other change in working practices which may best resolve the issues of concern, suspension or demotion.
- There is a right of appeal against any sanction which is disputed.

### 16.5 EXAMPLES OF MISCONDUCT

The following are examples of misconduct that the Company may warrant as “serious misconduct” depending on their severity. The list is illustrative and not exhaustive. Severe breaches may be deemed to constitute “gross misconduct”:

- Demonstrating an uncooperative and/or disrespectful attitude to other members of staff and/or visitors to the Company and its clients;
- Abuse or misuse of Company property, materials, equipment, facilities or merchandise;
- Any form of unauthorised absence including leaving or failing to attend work without permission or adherence to Company procedures;
- Poor timekeeping;
- Engaging in unnecessary activity which prevents the employee from fulfilling his role, e.g. dealing with personal telephone calls in working hours, taking breaks for activities such as smoking, accessing the internet for personal reasons during working hours, not fulfilling required working hours;
- Failing to comply with the Company’s dress code;
- Failing to comply and keep up to date with Company policies and procedures;
- Failing to comply with Company financial transaction procedures;
- Wasting Company resources and/or causing unwarranted expense to the Company;
- Failure to meet the Company standards of dress or personal hygiene.

Severe or repeated examples of these matters or the cumulative effect of several of them may be deemed to be gross misconduct.

## 16.6 EXAMPLES OF GROSS MISCONDUCT

Gross misconduct is very serious and covers many aspects of unacceptable activity in the workplace. The following examples are considered to be acts of “gross misconduct” which can lead to “Summary Dismissal” (“Dismissal without notice”). This list is not exhaustive or exclusive, and any other major breach of duty or any other conduct may also be considered. This list may be amended from time to time.

- Failure or refusal to carry out reasonable, legitimate instructions.
- Acts of gross negligence or misconduct involving careless or reckless driving, (these include the use of hand-held mobile phones whilst driving, whether or not an accident results).
- Acts which amount to breach of health and safety legislation, including smoking whilst at work on any site and smoking in company vehicles including cars for which personal use is permitted;
- Acts which the Company reasonably believes or suspects would amount to fraud or any other offence committed against the Company if reported to the police. These include:
  - Theft or dishonesty, including but not limited to:
    - Falsification of working hours or expense claims;
    - Deliberately making a false entry in the written records of the Company;
    - Inaccurate or fraudulent recording of financial transactions;
  - Intentional falsification of expenditure reports/ fraud;
  - Interference with any formal records kept by the Company;
  - Knowingly giving false information or deliberately omitting relevant information on the job application form or curriculum vitae.
  - Offering or taking an inducement to conclude any form of business for the Company or carrying out any activity which the Company reasonably believes to amount to bribery.
- Behaviour likely to damage the name of the Company or to be otherwise detrimental to the business of the Company, including but not limited to:
  - Being convicted of or charged with a criminal offence during the course of your employment, thereby causing harm to the reputation of the Company or relations with the Company's employees;
  - Unacceptable conduct, whether inside or outside the Company's premises;
  - Dishonesty, theft or misappropriation of property including intellectual property and confidential information belonging to the Company, clients, or other employees;
  - Being in possession of or dealing in illegal drugs whilst at work, or in unauthorised possession of and/or using property belonging to another;
  - Breach of confidentiality and/or Data Protection requirements;
  - Breach of safety rules and/or any action, which seriously endangers the health or safety of an employee, or any other person whilst at work, whether or not actual harm results;
  - Unauthorised possession or consumption of alcohol whilst at work or on Company premises, or being under the influence of alcohol whilst at work;
  - Possession of drugs other than those prescribed by a doctor or available “over the counter”, or the selling of drugs whilst at work;
  - Severe waste of Company resources and/or results in a high level of unwarranted expense to the Company and/or damage to the environment

- Wilful, malicious, reckless or negligent acts resulting in damage to Company, other employee, client or public property including damage to or failure to take proper care of any Company vehicle or equipment.
- Behaviour particularly likely to breach irrevocably the Company's trust and confidence in the employee, whether or not covered in other categories of this non-exhaustive list:
  - facilitating the entry of any person not employed by the Company, including family and friends, into and onto client or Company premises;
  - serious insubordination, including deliberate refusal or wilful failure to carry out a reasonable and lawful direct instruction given by management;
  - Performing, arranging or carrying out any work or activity which could be considered to be in competition with, or which adversely affects in any way, the Company's interests;
  - Interfering with Company technology by, for example, removal or replacement of SIM cards in/from Company mobile telephones, communication devices, i-Pads or similar;
  - Substantiated acts of unlawful discrimination or harassment or bullying on any of the prohibited grounds related to any protected characteristic (age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation);
  - Misuse of social media by representing your views as that of the Company or by making statements or sending messages which, in the Company's view, are detrimental to the Company or likely to bring it into disrepute.
- Contravention of legislation in respect of health & safety or any other statutory requirements relevant to employment, including:
  - Intentional or reckless misuse of equipment or behaviour which is likely to endanger other people's or your own health and safety;
  - Serious cases of bullying including offensive, aggressive, threatening or intimidating behaviour or excessive bad language directed at staff or the public;
  - Indecent or lewd behaviour of a serious nature;
  - Acts of violence including:
    - fighting, physical assault or dangerous horseplay;
    - physical or verbal harassment and/or bullying on any grounds whatsoever;
    - aggressive/ abusive/ drunken/ improper behaviour whether on Company/ client property or outside working hours.
- Computer-related breaches of fundamental standards:
  - copying computer software without authorisation;
  - failure to carry out necessary virus checks;
  - the use of unauthorised software on Company PCs;
  - the unauthorised disabling of anti virus software;
  - unauthorised access to or disclosure of any part of the Company's computer-stored data;
  - unauthorised use of Company computer equipment (for any form of social networking, personal access to the internet, any form of personal use);
  - unauthorised access to or disclosure of any confidential information from whatever source including any personal data under Data Protection legislation.
  - use of pirate software on Company PCs.

- Behaviour which prevents the employee from fulfilling the job he/she is employed to do, including:
  - loss of driving licence on conviction when driving is the main or an essential part of the job requirements;
  - sleeping on Company or client premises or in Company vehicles whether or not on duty;
  - Incitement of others to commit acts of gross misconduct
  - smoking on Company or client premises save for a designated area, taking unauthorised smoking breaks or smoking or permitting smoking in Company vehicles.

## **17 APPEALS PROCEDURE**

### **17.1 HOW TO APPEAL**

On completion of the disciplinary procedure, the employee has the right to appeal against a decision to apply a disciplinary sanction. Appeals must be in writing and addressed either to the person named in the disciplinary outcome letter or to a Company Director or the HR manager. The letter should not go to the person who made the decision against which the appeal is made. It must set out the grounds on which the appeal is made. The right will be communicated to the employee in writing at the same time that the sanction is confirmed.

### **17.2 TIME LIMIT FOR APPEAL**

The written grounds of appeal must be received by the Company within 7 days of the notice of the disciplinary sanction being sent to the employee. It is important to check the date that the disciplinary sanction was sent. The 7-day period has been calculated so as to allow at least 2 days for postal receipt. When an appeal has been raised, the person making the appeal (the appellant) will be invited to attend a further meeting as soon as reasonably practicable. The appellant must take all reasonable steps to attend this meeting. Unless an appeal is made within 7 days of the disciplinary decision being sent, the employee will be deemed to have accepted the decision.

## **18 INDIVIDUAL GRIEVANCE PROCEDURE**

### **18.1 YOUR CONCERNS**

A grievance is a personal concern about your own well-being but sometimes it is about events that you observe. From time to time, you may have problems or concerns about your work, your working environment or your working relationships. In order for the Company to take remedial steps, it needs to have information about the matters of concern so that it can investigate the matter and see whether it needs to take any action. If you wish the Company to assist you or to intervene to try to resolve these issues, you should use the grievance procedure detailed below. The procedure is a mechanism for dealing with issues fairly, speedily and confidentially before they develop into major problems.

### **18.2 STAGES OF THE GRIEVANCE PROCEDURE**

18.2.1 Most routine complaints and grievances should be raised informally in discussion with your line manager or, if the grievance is against your line manager, by such person as is designated by the HR Department, who will investigate the matter and decide whether any action needs to be taken.

18.2.2 Where the grievance cannot be resolved informally, you must put it in writing and send it to the HR Manager. If the grievance is against the HR Manager, the matter should be raised in writing with a Director.

18.2.3 The range of matters about which a grievance may be raised is wide as it often is a matter of how you, personally, are affected by issues. These include: health and safety matters, your contract of employment, equal opportunities and any form of harassment or discrimination.

18.2.4 The person to whom the grievance is raised will invite you to attend a meeting to discuss the grievance. In some cases, an investigation will need to take place before or after the meeting. Under any circumstances, the meeting will not take place until the person investigating the grievance has had a reasonable opportunity to consider the substance of your concerns.

18.2.5 If you have concerns that are affecting your personal well-being, you should make clear the importance of the matter so that investigations can be expedited if necessary.

18.2.6 You must take all reasonable steps to attend any meeting which will be conducted by an appropriate person appointed by the Company. If you are unable to attend, the meeting will proceed in your absence. The companion of your choice may attend on your behalf but may not give any evidence on your behalf. You must provide a written statement for use at the grievance hearing otherwise your grievance report will be used.

18.2.7 You are entitled to be accompanied at a grievance meeting by a fellow employee or an appropriate trade union representative, if you are a member of a trade union. The person hearing the grievance will set out in writing the outcome of the grievance within 10 working days of the hearing or the completion of any further investigations which may be required. The letter informing you of the outcome of the grievance will set out your right of appeal if your grievance has not been upheld.

18.2.8 If you are not satisfied with the outcome of the grievance, you are entitled to appeal in writing to a person designated by the grievance response letter within 7 days of the date the grievance outcome was sent to you. You must set out the reasons why you are dissatisfied with the appeal. You will be invited to attend a grievance appeal hearing which will be conducted by a person not previously involved with the grievance hearing. You must take all reasonable steps to attend this meeting which will proceed in your absence if you are unable to attend. You will be entitled to send in a written statement for consideration at the appeal which may be attended by the person who would have accompanied you (as at the grievance hearing) had you attended. The person conducting the appeal will write to you within 10 working days of the hearing which will take place as soon as reasonably practicable after receipt of the appeal letter and any further investigations which may be needed as a result of the appeal. The appeal decision will be final and binding.

18.2.9 Records will be kept in your personnel file of each stage of the formal grievance procedure. These records are confidential and will be retained for a reasonable period of time, subject to the principles of the Data Protection Act 1998.

18.2.10 The Company aims to keep grievances confidential if that is the wish of the employee but may not be able to do so where others are involved. Where possible, anonymity will be preserved.

18.2.11 The Company will make every effort to ensure that no-one suffers any form of detriment for having raised a valid grievance.



## **19 CAPABILITY PROCEDURE**

### **19.1 ELIGIBILITY**

The Capability Procedure is applicable to staff who have completed one year of service.

### **19.2 INADEQUATE OR UNSATISFACTORY STANDARDS**

An employee whose attendance, capability or performance is considered to be inadequate or unsatisfactory, or where concerns arise about the employee's ability to do the work he is employed to do, management may apply the procedure set out in the Capability Appendix with a view to encouraging the employee to improve to an acceptable level.

### **19.3 PURPOSE**

The purpose of the capability procedure is to resolve attendance as well as performance issues. It may therefore be associated with frequent short-term absence or with long-term absence. Failure to improve in the required respect may lead to the following sanctions: informal warning and/or counselling, written warning, final written warning, dismissal on notice, summary dismissal.

### **19.4 LINK WITH DISCIPLINARY PROCEDURE**

19.4.1 Although capability issues are not disciplinary, since the employee is subject to sanctions for failing to perform to the standard required, each level of sanction is subject to the right of appeal and each capability meeting will be conducted only where the employee has been informed in writing of the Company's concerns. The employee will have the right to be accompanied at any performance meeting by a fellow employee or an appropriate trade union representative.

19.4.2 The performance procedures are closely linked to the Company's appraisal system. An employee who is under-performing for any reason whatsoever, whether through absence or otherwise, will be expected to comply with the Company's programme for improvement. Failure to comply may be regarded as a disciplinary issue.

## **20 DIGNITY AT WORK: PREVENTION OF HARASSMENT**

The Company's full policy on dealing with harassment and bullying at work is set out in the Appendix to this Handbook. Any act of harassment or bullying will be deemed to be gross misconduct.

## **21 WHISTLEBLOWING**

Employees are protected from unfair dismissal and victimisation when disclosing wrong-doing at work. The Company's policy on whistleblowing is contained in the Appendix on whistleblowing. Public interest protection covers reports of suspected criminal activity if the employee making the report does so in good faith.

## **22 TERMINATION OF EMPLOYMENT**

### **22.1 NOTICE OF TERMINATION**

22.1 Notice from the employee to terminate the contract of employment must be in writing to your line manager with a copy to the HR Manager. Specific terms relating to notice periods termination of your contract of employment by either side during your probationary period and following the satisfactory completion of this period will be outlined in your Statement.

22.2 Notice of termination of employment given by the Company will be in accordance with the terms provided in your Statement. Similar provisions apply in relation to payments and whether you will be required to work out your notice, unless notice is given for summary dismissal, i.e. with immediate effect, under the Company's disciplinary or capability procedure.

### **22.2 TERMINATION PAYMENTS**

Upon calculating your final salary payment, additions or deductions to this payment may be made in respect of outstanding holiday pay, holiday taken but not accrued, outstanding loans such as amounts due for CRB checks, agency fees etc. Details of these, if relevant, will appear on your final pay-slip. The Company may, at its discretion:

- pay you your salary in lieu of notice;
- require you not to attend work during your notice period;
- require you to take leave hitherto untaken during your notice period.

### **22.3 RETIREMENT**

The Company does not apply a fixed retirement age but is aware that, when employees reach the state pension age or on accrual of private pensions or for other reasons, they may wish to retire in their own interests or to enable the Company to offer opportunities to those who have not yet had the chance to start employment, and to participate in the development of new talent as well as planning for the future. If you are considering retirement at any age, our HR manager will meet you to discuss leaving and your pension accrual if you have joined the pension scheme.

### **22.4 REDUNDANCY**

22.4.1 There is no contractual right to participate in a defined redundancy scheme in the event of there being a reduced need or no need for employees to do the work they are employed to do in a particular place. The Company makes every attempt to ensure the continuation of work and your Statement provides for mobility which, if anticipated, will ensure that even if work ends on one site, you may be appointed to an alternative site.

22.4.2 The Company will attempt to facilitate your continuing employment in the event that there is a shortage of work or we are unable to provide you with work for any other reason at the place where you have been deployed or have otherwise been used to working. Alternatives to termination on the grounds of redundancy will be explored in a consultation process but the Company aims to maintain rather than lose personnel. Where feasible and before considering

redundancy, the Company will rely on the mobility clause in your contract which enables it place you at a different site with potentially different terms and conditions. These could include a period of short-time working or lay-off. In those circumstances you will be paid for those hours worked, or in accordance with the statutory guarantee pay provisions.

22.4.3 If the need arises to reduce the number of employees, the overriding consideration at all times will be the commercial interests and future viability of the business. The Company will apply the appropriate pool of affected employees and use such criteria for selection for redundancy as it considers appropriate at the time.

## **22.5 SOME OTHER SUBSTANTIAL REASON**

There are some circumstances in which the employment relationship cannot succeed. These include, for example, interpersonal difficulties inside the Company or on site which are outside the disciplinary or capability procedures. These could amount to some other substantial reason for termination of employment and will result in either party giving notice of termination in accordance with the period of time specified in the Statement.

## **22.6 DISCIPLINARY OR CAPABILITY TERMINATION**

The Company applies fair and impartial administration of its disciplinary and capability procedures and hopes to avoid termination of employment by those processes. The notice period depends on whether the issues are so serious to warrant summary dismissal.

## **22.7 RISK OF TERMINATION OF EMPLOYMENT**

In situations where you are advised that the Company has instigated or will instigate disciplinary or capability procedures or where you are placed at risk of redundancy or where, for any other substantial reason, you are risk of termination of employment or any other lesser sanction, the Company reserves the right to place you on garden leave and to require the immediate return of all Company equipment which has been provided to you including, but not limited to, any Company car, vehicle or mechanical equipment, uniform, materials, non-mechanical equipment, mobile telephone, communication device, i-Pad, lap-top and any computer storage devices.

## **22.8 EXIT PROCEDURE**

The Company will require you to complete an on-line exit survey after you have given or been given notice of termination of employment as part of its quality control, Dignity at Work and Equal Opportunity Procedures.

## **23 CONFIDENTIALITY**

### **23.1 DUTY OF CONFIDENTIALITY**

The duty of confidentiality means that you are bound by your contract of employment not to make use of, divulge or communicate to any person (save in the proper performance of your duties) any of the trade secrets or other confidential information of or relating to the Company or any other Company associated with Wettons or its clients which you may have received, overheard or obtained as a result of or in any way in connection with your employment by the Company. This restriction shall continue to apply after the termination of your employment without any time limit. For this purpose confidential information shall include, but shall not be limited to:

- a) Customer lists;
- b) Details of customer requirements;
- c) Details of services provided to the customer from third parties and third parties to the customer;
- d) Details of the prices paid by customers to the Company;
- e) The Company's product ranges (actual and proposed);
- f) The negotiated prices paid by the Company;
- g) Details of the Company's suppliers and manufacturers;
- h) Details of any information provided within Company handbooks, manuals
- i) Details of the Company's current negotiations;
- j) Proprietary software and hardware of the Company and the Company's applications of third party's proprietary software and hardware;
- k) Details of or information about Company, its employees and its clients where such information is not within the public domain;
- l) Any information acquired during the course of employment with the Company which is not within the public domain and which the Company or the client considers to be its property.

### **23.2 RETURN OF CONFIDENTIAL INFORMATION**

23.2.1 On termination of your employment and at any time during your employment, if requested, you will deliver up to the Company all confidential or similar information in your possession (including all copies whether or not lawfully made) or obtained and to delete any such information from any reusable medium.

22.2.2 Any breach of this rule during the course of your employment may result in summary dismissal.

### **23.3 RESTRICTIONS DURING EMPLOYMENT**

23.3.1 In addition to any restrictions contained in your contract of employment, employees will not during the term of employment within the United Kingdom to a material extent, carry on or be concerned or engaged or interested directly or indirectly (whether as principal, shareholder, partner, employee, agent or otherwise) in the same business as or similar business to that which is carried on by the Company other than that of the Company.

23.3.2 You shall not, during the term of the employment, either on your own behalf or on behalf of any person, firm or Company:

- a) solicit or endeavour to entice away from the Company an actual employee, or discourage from being employed by the Company any person who, to the knowledge of a Director, is an employee or prospective employee of the Company; or
- b) employ or procure another person to employ any such person.

23.3.3 You should avoid situations where your personal interest may conflict or appear to conflict with the interest of the Company. You should immediately disclose any knowledge or suspicion that you, or any other employee, have plans to commit a serious breach of duty or serious wrongdoing including a conflict of interest direct to A Company Director or HR.

23.3.4 You should report to the company any direct or indirect approach that are made to you by a competitor.

## **24 TRAINING AND DEVELOPMENT**

24.1 The Company recognises that the training and development of staff is essential to its success and appropriate training will be given at the Company's discretion in respect of the work undertaken in each particular department. We will provide necessary training at such places and at such times as the Company deems appropriate in order for you to be aware of and comply with the requirements of current legislation or revisions to provisions in this Handbook or to keep up-to-date with changing requirements of your job.

24.2 Where, in exceptional circumstances, the Company agrees to provide financial support for a training programme or further education to acquire or maintain relevant qualifications, the employee will be required to sign an agreement relating to re-imburement of the cost of such training or education in the event of departure from the Company's within a period of time to be specified in respect of that agreement.



## **25 HEALTH & SAFETY**

### **25.1 THE LAW AND DISCIPLINARY CONSEQUENCES**

Under the Health and Safety at Work etc Act 1974 and subordinate Regulations, the Company as an employer has a duty, so far as is reasonably practicable, to ensure the health, safety and welfare at work of its employees and will endeavour to make every reasonable effort to provide safe and healthy working conditions and to prevent injury and other damage. You are also under a legal duty to ensure that you do not endanger yourself, other employees or visitors to Company premises in your work practices. Breach of health and safety legislation is likely to result in criminal charges for which employees may bear personal responsibility. In addition to any criminal charges or sanctions, an employee may be held personally liable for civil damages for injuries caused to third parties by the negligence of the employee. Accordingly, the Company takes a serious view of any breach of health and safety standards and is likely to deem such breach to amount to gross misconduct.

### **25.2 HEALTH AND SAFETY POLICY STATEMENT**

25.2.1 It is a condition of your employment that you ensure that you have read and understood the Health and Safety policy, a copy of which is located at all Company premises and is available on the Company's intranet system and website.

25.2.2 The Company undertakes:

- To provide and maintain safe and healthy working conditions, safe systems of work, practices and procedures for all employees permanent or otherwise, and to ensure all working environments are, as far as is reasonably practicable, safe, adequate and free from risk to health.
- To provide and maintain all plant and equipment that is, so far as is reasonably practicable, safe and adequate for the task and free from defect likely to cause injury.
- To provide the information, instruction, training and supervision necessary to ensure, so far as is reasonably practicable, the health and safety at work of all its employees.
- To provide first-aid facilities, to ensure that all injuries receive medical treatment and are recorded and to ensure the cleanliness of washing and sanitary facilities.
- To maintain records of accidents and to investigate the cause of any accident so as to establish its cause and to prevent recurrence.

25.2.3 The Company expects all employees, permanent or otherwise, to co-operate with them to enable those duties and obligations to be fulfilled and complied with, and for all employees to respond positively to the purpose and spirit of the Act.

25.2.4 The Company will ensure, so far as is reasonably practicable, the health and safety of others whilst on the premises and will observe all legal requirements.

### **25.3 HEALTH AND SAFETY HANDBOOK**

The Company has a detailed Health and Safety Handbook on the intranet system and website. It is compulsory for all members of staff to read it and to understand its contents. Before starting employment, you will be shown key extracts relating to the work you will be doing. If you do not understand any part of the key provisions, you must raise your query immediately with the HR Manager or the QHSE Department. They are the key personnel for dealing with health and safety concerns if your line manager or supervisor cannot help. . You are required to show you have a basic knowledge of health and safety as a condition of your working with us.

## **26 DATA PROTECTION**

26.1 “Personal data” means information about and which is specific to an individual (the “data subject”). The Data Protection Act 1998 (“DPA”) sets out the principles governing the way that personal data is processed by all businesses and organisations to ensure that the rights of the data subject are protected. The principles have been formulated to maintain accurate, relevant and up-to-date information which is processed fairly and lawfully, whether held electronically in computer records or in an organised paper filing system.

26.2 The name of the Company’s Data Protection Officer/Controller will be provided on request to the HR Department.

26.3 Details of the Company’s Data Protection Policy are set out in the Data Protection Appendix. Data protection is a technical issue and the policy must be read carefully to ensure compliance.

## **27 USE OF THE COMPANY COMPUTER AND COMMUNICATION SYSTEMS**

The rules relating to the responsible and legitimate use of the Company computer and communication systems are set out in Appendix 8 on information technology.

## **28 TRAVELLING ON COMPANY BUSINESS, EXPENSE RECLAIM**

### **28.1 STANDARDS OF BEHAVIOUR**

28.1.1 The Company expects a high standard of behaviour from its employees at all times whether on Company premises or any other location. Any behaviour likely to harm the Company's reputation will result in disciplinary action being taken.

28.1.2 Company standards of behaviour apply to overnight stays whilst on Company business including training courses and conferences, and events hosted by customers, colleagues and suppliers.

### **28.2 TRAVEL BY AIR**

28.2.1 Travel is by economy class with preferred carriers being 'budget' airlines such as Easyjet or Ryanair. The Company will make arrangements for buying the most economical ticket.

28.2.2 If the employee is required to buy the ticket, a purchase order must be signed by the person requesting the booking or person travelling and authorised by a Director or such senior manager as may be designated by the Company.

28.2.3 Lost tickets are the responsibility of the employee who should contact the appointed travel agent immediately to obtain a reissue or if appropriate a refund.

### **28.3 TRAVEL BY RAIL**

28.3.1 All employees are required to travel standard class

28.3.2 Rail tickets must be purchased in advance and for designated outgoing and return times where this is practical.

### **28.4 USE OF COMPANY VEHICLES, MOTORISED EQUIPMENT, MOTORING EXPENSES, TAXIS AND COMPANY FUEL CARDS**

28.4.1 This section must be read in conjunction with the Company's policy on use of its motor and motorised (e.g. fork-lift trucks, grounds maintenance machinery, mechanised transport systems, etc.) vehicles and machinery which supplements the provisions set out below. There may be specific conditions attached to the use of any vehicle or motorised equipment to be assigned to you. These will be set out in writing and it is a reasonable management requirement that you must sign your acceptance of those conditions before the Company assigns the vehicle or equipment to you.

28.4.2 If, with prior authority of your line manager, you use your private vehicle on Company business, you may be permitted to reclaim the cost of the journey. You will be required to account for the purpose of the journey, why it was necessary to use your private vehicle and the shortest possible distance to cover the route. You will be informed of the current mileage allowance to be applied.

28.4.3 Parking charges and toll/tunnel costs are reimbursable on proof that such charges have been incurred (receipts or proof of route).

28.4.4 You are responsible for the payment of parking fines whether or not they were incurred using a Company vehicle and on Company business. Any unpaid parking fines incurred by users of Company vehicles will be recovered through the payroll. If you incur more than 2 parking fines in a short period of time, an administration charge may be incurred which will be deducted from your salary if, during your use of a Company vehicle, you incur such fines. You agree to this deduction by signing your acceptance of the terms and conditions of your contract of employment and by signing the conditions relating to the use of a Company vehicle.

28.4.5 Taxis should not be taken for an authorised business trip where a tube, train or company car could reasonably be used.

28.4.6 Employees who have been issued with a fuel card are only permitted to incur fuel costs in respect of authorised Company business.

28.4.7 All employees with Company vehicles are required to keep a full and correct record of mileage travelled on Company business. HM Revenue and Customs require accurate records to be kept showing business and personal mileage separately.

28.4.8 Personal use:

- is permitted only for Company cars and no other vehicles;
- must be reasonable and restricted to England, Scotland and Wales
- is assessed by Total Miles Consultancy ("TMC");
- is paid for by the employee by deduction from wages to which the employee signs consent when accepting the use of a Company car.

28.4.9 Business mileage and fuel usage is tracked by TMC. Vehicle users complete an on-line form recording business trips. TMC provides a spreadsheet with details of personal/private and business use.

28.4.10 All fuel and vehicle expense claims must be submitted monthly, no later than the last day of the month following the month in which the expense was incurred. In exceptional cases, late claims (more than a month old) must be submitted to a director who will exercise his discretion as to whether they should be paid. No expenses will be paid under any circumstances if more than two months old.

28.4.11 An employee with a Company vehicle is personally liable for the cost of maintaining the vehicle in a state of cleanliness, inside and out, at all times. The employee must, at his own expense, repair to manufacturer's standard any minor scrapes and scratches to the vehicle or interior damage to carpets, mats, upholstery, etc. The Company must be informed immediately any damage is caused to the Company vehicle which is not the subject of an insurance claim so that the Company can advise on the appropriate steps to be taken to repair the vehicle and check that repairs carried out by or on behalf of the employee have been carried out to a standard acceptable to Company. The Company will withhold from the employee's final salary payment the expense to which it has been put to reinstate cleanliness and good repair to a Company vehicle returned at the termination of employment in a state of dirtiness or disrepair.

28.4.12 The user of a Company vehicle by signing their statement of employment agrees to consent to payment for any insurance excess incurred in the event of an accident. The employee will be told the amount of the excess and by signing their statement of employment consent to the deduction of the insurance excess from his/her salary.

28.4.13 A company vehicle will be allocated to and insured solely for the use of a specified employee (i.e. the vehicle is not to be driven by a spouse/partner/relative/friend). The user of a Company vehicle will be required to return it to the Company immediately on request for any reason whatsoever. The user of a Company vehicle is required to return it to the Company immediately on giving or receiving notice. The Company may also require the vehicle to be returned for use by other employees, whose insurance it will cover, whilst the regular user is on holiday or on sick leave.

## **28.5 EXPENSE CLAIMS**

28.5.1 Expenses are not an incentive or reward for non-standard duties. The Company will reimburse you only for approved expenses wholly and necessarily incurred in the course of your work. Expenses are paid in compliance with procedures set by H M Revenue & Customs. Payment of expenses may be suspended, refused and/or re-imburement sought of a paid claim if the Company is instructed by HMRC that the payment of the expenses is not appropriate.

28.5.2 Expenses are claimed by completing expense claim to be submitted by the last working day of each month. All expense claims must be backed up by receipts, together with full details of how and why the expense was incurred. Because of the need for the Company to examine receipts, expenses cannot be claimed on-line. However, the expense claim form may be downloaded from the intranet.

28.5.3 The amount of any payment for expenses will be the additional costs incurred as a result of you undertaking a work assignment.

28.5.4 Applications will be considered for individual or exceptional expense claims. If special circumstances arise, authority should be sought, where possible, before incurring the expense.

28.5.5 No payment of expense claims will be made unless properly and accurately substantiated. Fraudulent claims will result in disciplinary proceedings on the grounds of gross misconduct.

28.5.6 Expense claims will be paid gross through Payroll and paid directly into the employee's bank account together with their salary payment.

## **29 MISCELLANEOUS**

### **29.1 GRATUITIES**

29.1.1 Because of the risk of a gratuity being misconstrued as a bribe or inducement to carry out improperly any act on behalf of the Company, employees are forbidden to accept any material gift or cash from clients, suppliers or business associates. All private transactions with Company suppliers must be conducted on an arms length basis and staff may not benefit either personally or to the detriment of the Company. The Company does, however, recognise that in the normal course of your duties you may be offered token gifts. These may only be accepted if authorised by your line manager or a Director and provided that the value of a gift does not exceed £25.00 and is not provided or accepted as an inducement to conclude a business transaction. You must inform your line manager or a Director if any such gift or offer of a gift is made to you regardless of whether you accept it.

29.1.2 You should inform your line manager or a Director if you are offered any gratuity or gift regardless of its value, or if you propose to offer such a gratuity or gift.

### **29.2 PETTY CASH**

The Company does not operate a petty cash system for any staff purpose.

### **29.3 ENTERTAINING**

29.3.1 As is usual in a sales environment, a degree of entertaining in the form of lunch, dinner, drinks, attendance at recreational or sporting occasions is acceptable, providing the costs are incurred wholly on behalf of the Company's business and provided that the purpose of any such meeting is the furtherance of Company business and not as an inducement to conclude such business.

29.3.2 However, HM Revenue and Customs does not deem these expenses as allowable for tax purposes and they may consider any costs incurred, whereby the employee has benefited, to be taxed as a benefit in kind.

29.3.3 Discretion should therefore be exercised at all times and you will be responsible for any costs relating to entertaining which exceeds the budget allocated to you by your line manager.

### **29.4 USE OF COMPANY STATIONERY**

You are not permitted to write private letters on Company stationery or take Company stationery for private purposes.

### **29.5 PERSONAL MAIL**

You must not make arrangements for the receipt of personal mail at work.

## **29.6 JOB VACANCIES**

29.6.1 Wherever possible, vacancies will be filled from within the Company, provided candidates can be found who possess the necessary qualifications and experience.

29.6.2 The only restriction on eligibility for employment at the Company is normally on the employment of persons:

- Who have relatives/partners who are current employees who are in jobs where one can affect the other's work or influence salary, progress or promotion;
- Who have relatives/partners who work in a rival organisation where confidentiality issues might be a problem.

29.6 However, the Company will consider applications on an individual basis.

## **29.7 PROPERTY**

29.7.1 You are asked to do everything reasonably possible to protect the Company's property and to ensure that items of value and papers of a confidential nature are locked away at the end of each working day. The presence of people who are not recognised by staff should be reported immediately.

29.7.2 Items such as mobile phones are the responsibility of the person to whom they are issued and therefore if these machines are lost or stolen, that person will be responsible for the cost of replacement.

29.7.3 If equipment for which you are responsible is lost or stolen, it may be possible to claim under the Company's insurance policy but there is an excess and there are limitations in respect of theft. You will be required to reimburse the Company for the cost of any lost or stolen equipment for which you were responsible in the event that the insurer refuses to pay and, by signing acceptance of your terms and conditions of employment, including reading this handbook, you agree to reimburse the Company by deduction from your wages. You will be informed of the amount to be deducted before the deduction is made.

29.7.4 It is a matter of commonsense that, when you leave the premises where you have been working and there is no other person on the premises, you should ensure that all doors and windows are closed

## **29.8 PERSONAL AND FOUND PROPERTY**

29.8.1 The Company is not responsible for any money or personal possessions that you bring onto Company premises and it is important that you do not leave valuables or money unattended. If you lose any personal belongings please report the details to your line manager.

29.8.2 Any items found at the locations where you are working should be handed to the person responsible for managing the site or placed securely pending retrieval. Under no circumstances



may any found property be removed from site. At all times, you must adhere to the site operator's procedures for dealing with found property. .

## **29.9 PUBLIC TRANSPORT STRIKES/BAD WEATHER/ADVERSE INCIDENT**

29.9.1 If you are unable to arrange alternative transport in the event of a transport strike, other transport difficulties, bad weather conditions or adverse incidents, you can either:

- book the affected day as holiday, or
- not come in but make up your working hours elsewhere, e.g. come in early or stay late until the hours are made up subject to prior approval by your line manager or a Director.

29.9.2 Where the Company expects other methods to be used to cope with travel difficulties, it will inform you.

## **29.10 USE OF MOBILE TELEPHONES AND MOBILE COMMUNICATION DEVICES**

29.10.1 Mobile telephones and/or communication devices will be issued to employees of appropriate authority and those employees who need to be 'on call' outside of or during work hours. In this section, mobile telephone and mobile communication devices are treated as synonymous. A Company mobile phone is for business use only and at all times will remain the property of the Company. A mobile phone is provided solely to enable you to do your job i.e. to keep the Company informed at the earliest opportunity of matters which it needs to know and for the employee to be similarly contactable by the Company. It is also needed to contact customers or clients when you are working away from your base. Therefore, it is your responsibility to ensure that the mobile phone is kept charged and switched on while you are on duty. You are forbidden from using the Company SIM card in any unauthorised personal device.

29.10.2 Personal calls and data usage on Company telephones and communication devices must be for exceptional circumstances and must be accounted for. Employees are required to note all personal calls and data usage on monthly invoices and agree to the deduction of those costs from their next salary payment. Employees are not permitted to take Company mobile telephones and/or devices abroad unless travelling abroad on Company business.

29.10.3 Bills will be audited in the sole discretion of the Company and disciplinary action may be taken if personal use is considered to be excessive or inaccurate records have been kept of personal calls and data use.

29.10.4 In compliance with the law and as a matter of basic road safety, employees are forbidden to make telephone calls on their mobile telephones whilst driving. If a call has to be made, the employee must drive to a place where it is safe to stop before making the call.

29.10.5 An employee issued with a Company mobile phone or communication devices is responsible for its safekeeping and condition at all times. You will be responsible for any cost of repair or replacement other than fair wear and tear. The Company will arrange for any repair or replacement if required. The employee agrees to the deduction of such cost from his wages when signing acceptance for the mobile phone or communication device.

29.10.6 In the event that the mobile phone is lost/stolen, you must notify the Company immediately in order to cancel the number. You agree that upon termination of your employment, should you not return your mobile phone or should your mobile phone be returned in an

unsatisfactory condition, the cost of replacement or a proportionate amount of this, as decided by the Company, will be deducted from any final monies owing to you if you have not otherwise reimbursed the Company. In the event that the amount owed to the Company in relation to the mobile phone exceeds the final salary payment, the Company will apply its right to recover amounts due to it in the courts.

29.10.7 You must take care before using your personal mobile phone during working hours. You are not permitted to make or receive personal calls whilst you are working. In fact, the Company requires you to turn off your personal phone whilst you are at work. You must not use your personal phone on Company or customer premises during work breaks if the use would disturb other employees or personnel on the customer site.

29.10.8 Your line manager will consider a request for you to leave your telephone on if special circumstances apply. Decisions will be made on an individual basis.

29.10.9 Unauthorised use of a personal mobile phone during working hours will be regarded as a disciplinary issue.

## **29.11 USE OF MOBILE COMMUNICATION EQUIPMENT**

29.11.1 The Working Time Regulations provide that managing executives or other persons with autonomous decision-taking powers have unmeasured working time. This means that there is no limit to the times when the Company may expect to be in contact with its senior managers.

29.11.2 Where required by the demands of the role, staff are issued with mobile communication equipment so as to ensure contact with the Company at all times. Unless the manager/executive specifically informs his Director or a Co-director that he will not be able to use the communication device or will not otherwise be able to accept communications, stating the reason why, it is assumed that communications will be sent and received at all times including weekends and during holidays. The Company will endeavour to keep business communication to a minimum during holidays and the manager/executive is expected to realise that if such communication is made, it will be of particular importance, requiring his immediate input. Hence, the importance of the Company knowing if communication cannot be accepted at a particular time or place.

29.11.3 Users of communication devices should be aware that it is discourteous to maintain communication during meetings in addition to detracting from the attention that should be paid to others attending the meeting. The Company expects equipment either to be turned off during meetings or not used.

29.11.4 The Company reserves the right to recover the communication device whilst the employee is on leave or otherwise absent from work.

29.11.5 Under no circumstances may any personal data or non-work-related material such as (but not limited to) games, personal photographs, music, downloads, access to personal websites or social networking be stored on or accessible from any Company owned communication device. Such usage would be deemed to be gross misconduct.

## **29.12 VOICEMAIL POLICY**

Staff should ensure that wherever possible they are contactable during working hours. Telephones are allocated to staff for the express purpose of maintaining contact and should only be set to voicemail under exceptional circumstances during working hours. In that case, the voicemail message should indicate the time that contact will be resumed and the length of the absence.

## **29.13 PURCHASE OF COMPANY MATERIALS**

Arrangements are occasionally made for staff to purchase unused items of Company materials or equipment that is surplus to requirements. Under no circumstances is anyone permitted to remove Company materials or equipment for personal use unless it has been purchased. Staff should be aware that it is the exception rather than the rule that materials or equipment are offered for sale.

## **29.14 PERSONAL SEARCHES**

29.14.1 The Company has the contractual right to carry out searches of employees and their property (including vehicles and equipment) whilst in Company or customer premises or on a business trip. These searches are random and do not imply suspicion in relation to any individual concerned.

29.14.2 Where a search is carried out, a third party who is on the premises at the time a search is taking place will accompany the person being searched. The person carrying out the search will instruct the third party to attend. Where any interview takes place during or after the search, the employee who is being/has been searched will be accompanied.

29.14.3 Where possible, the search will be carried out by a security officer employed by the Company but, for practical reasons, it may be carried out by a more senior employee on site.

29.14.4 If an employee suspects that a fellow employee has any unauthorised or unlawful material or equipment in his possession, that employee should report his concerns to the Company immediately and request the suspected person to stay on site until an authorised person arrives to carry out the search. The search may include a search of packages, containers or bags in an employee's possession as well as of the employee's clothing.

29.14.5 Where an employee is required to submit to a personal search, the Company will endeavour to ensure that the search is carried out by a security officer who will produce identification if requested. Any searches will be carried out in reasonable privacy and wherever possible by a security officer of the same sex as the employee.

29.14.6 An employee has the right to refuse to be searched but refusal constitutes a breach of contract, which could result in action being taken under the Disciplinary Procedure.

29.15.7 The Company reserves the right to call in the police at any stage of an investigation which warrants a personal search or search of an employee's bags, etc.

## **30 CHILDREN, YOUNG PEOPLE AND VULNERABLE ADULTS**

30.1 As an employee of the Company, you are aware that a significant part of our work is in schools, educational establishments and in parks and playing fields. We are also involved in support services for vulnerable adults.. All Company personnel must be aware that there are particular safeguards required under these circumstances , one of which is the need for a clean criminal record. If and when your work brings you into these specialised areas in which the Company is involved, you must understand the legal requirements and standards of behaviour imposed by the Company.

30.2 The Health and Safety Manager provides relevant information to those working with children, young people and vulnerable adults.

**APPENDIX 1**  
**CAPABILITY PROCEDURE:**  
**EMPLOYEE'S UNSATISFACTORY PERFORMANCE AT WORK**

1. Action in response to breaches of disciplinary rules is likely to be taken in accordance with the disciplinary procedure. However the Company recognises that there may be instances when unsatisfactory performance by an employee should be dealt with more appropriately outside the disciplinary procedure. Accordingly, the Company provides a fair and effective procedure to enable management to respond to unsatisfactory performance by an employee at work. Unsatisfactory performance includes but is not limited to:

- Consistent failure to achieve work targets, standards or regular attendance at work.
- Serious failure to achieve occasional or one important work target.
- Lack of insight into required performance standards.
- Inability to improve standards despite supervision and/or training.
- Excessive reliance on others for completion of work targets.

2. The stages of the capability procedure are described below. They are not intended to exclude other measures which in any instance may be considered appropriate for the purpose of encouraging an employee to improve his performance, but they provide a set of stages which, whatever else is done in that respect, will give the employee opportunities to hear how and why his performance is considered unsatisfactory and for him to offer any explanation about this which he wishes to put forward.

3. The employee's work performance may be related to his health and absence record or to his actual qualifications or personal ability.

4. As will be seen below, a formal warning stage is provided in this procedure. If an employee is given a formal warning under this procedure, the warning may also be taken into account if there are any disciplinary findings against the employee under the disciplinary procedure while the capability warning is still extant. Similarly, any current disciplinary warning can be taken into account at the final stage of this capability procedure.

5. In addition to matters appropriate for the disciplinary procedure, this capability procedure does not apply to:

- (a) termination of a fixed-term contract of employment where the term of that contract expires without being renewed;
- (b) termination of a temporary appointment where the reason for termination is that the requirement for the employee's service has ceased or diminished, or is expected to cease or diminish;
- (c) termination during or at the end of a probationary period of service, whether or not extended beyond its originally specified duration;
- (d) termination of employment by reason of redundancy, whether or not competence and performance are criteria taken into account when selecting for redundancy;
- (e) resignation by the employee, or other termination by mutual consent;
- (f) inadequate performance believed to be attributable to a wilful refusal to work satisfactorily, which is liable to be regarded as a matter for action under the disciplinary procedure;

(g) A similar procedure applies to employees within senior management grades within the organisation save that performance management will be carried out by a designated Director.

6. When a manager with responsibility for initiating action under this procedure (normally an employee's line manager) considers that action should be taken to encourage an employee to improve either in performance or attendance, he will carry out an initial investigation so as to formulate the specific concerns. He may then conduct an informal discussion with the employee. This will be used to bring to the employee's attention the respects in which it is thought that performance or attendance is unsatisfactory, ascertain whether the employee accepts that there is a problem, listen to any explanations or statements made by the employee, and discuss how the employee should seek to improve.

7. Following the discussion appropriate arrangements will be made to supervise and monitor the employee's continuing performance/attendance, usually by the employee's immediate superior, with the employee being required to co-operate in this monitoring process.

8. If, after allowing a reasonable time for improvement, it is considered by the responsible manager that the employee has failed to achieve a satisfactory level of performance/attendance, the employee will be required to attend a formal interview to discuss the matter. He will be given a minimum of five working days' notice of the date and time of the interview, informed of the reason for it and be told that he will have an opportunity at the meeting to put forward an explanation, either personally or through a companion.

9. At the interview the presiding manager, who will be such manager as the Company may appoint to conduct the interview, will remind the employee of the steps taken to encourage improvement and will tell the employee as precisely as possible of the complaints about his performance/attendance and the results of the monitoring. The employee will have an opportunity to raise any points which he wishes to have considered. If no acceptable explanation is given by the employee, he will be liable to be told that a formal written warning will be issued as soon after the meeting as possible. Such a warning should inform the employee that his continued employment may be at risk if satisfactory performance/attendance is not achieved and sustained.

10. Appropriate supervision, monitoring and records of the monitoring will continue for such period as the Company deems appropriate during any period of continuing employment.

11. If after a reasonable time has been allowed for improvement the responsible manager considers that the employee's performance/attendance remains less than satisfactory, a further formal interview will be convened and conducted as in paragraphs 6 and 7 before a decision is taken whether or not to allow more time for improvement, backed by a further warning if this is considered necessary or by reiterating the existing warning, or whether to dismiss the employee. The employee will be invited to the meeting by a letter setting out the matters of concern to the Company.

12. If dismissal is decided upon, the employee will be dismissed with notice or with pay in lieu of notice unless circumstances warrant summary dismissal. If further time for improvement is allowed and sufficient improvement is not forthcoming, the interview process in paragraphs 8 and 9 will then be repeated.

13. In the event that a decision is made to dismiss the employee, the reasons for dismissal will be set out in writing together with notification of the right of appeal within seven days of the date of the letter of dismissal.

14. Appeals will normally be heard by a member of senior management within 14 days of receipt of the employee's written notice of appeal. At the appeal the departmental manager or other deciding manager will explain why he reached the decision and will answer any questions which may arise. The employee or his companion will be entitled to ask any questions and a submission may be made by the employee or on his behalf.

15. At the completion of the appeal, the member of senior management hearing it will announce his decision. No further right of appeal will be available to the employee within the organisation.

16. Where the capability concerns arise because of the employee's health, whether by reason of long-term or repeated short-term absences, the employee will be advised that:

- his attendance is unacceptable;
- regular contact should be maintained with him (this contact will be undertaken sensitively and appropriately);
- medical advice will be sought on whether there is any realistic prospect of the employee being capable in a reasonable period of time to carry out the work he is employed to do;
- provided that the employee agrees, the Company will attend the employee in his home if he is unable to attend any meetings;
- if the employee is unable to co-operate with the Company's capability procedures, the procedures will take place in the employee's absence and, before any decision is made, the employee will be invited to send written representations on what he perceives to be the way forward;
- there is a right to be accompanied at any meeting and a right of appeal against any decision to which the employee objects.

#### NOTES

1) If at any stage the employee's explanation is accepted, the procedure may be re-started from paragraph 4 if after a reasonable time sufficient improvement has not resulted.

2) If at any stage the employee's performance improves to an acceptable level, he will be informed, and encouraged to sustain the improvement. Warnings may be cancelled if a sustained improvement is achieved.

3) The appropriate manager will keep a detailed record of all interviews with the employee.

4) Management may consider offering an employee with performance difficulties an alternative job which is deemed to be more suited to the employee's capabilities.

## APPENDIX 2

### EQUAL OPPORTUNITIES AND DIVERSITY

#### 1 EQUAL OPPORTUNITIES & DIVERSITY POLICY

Wetton Cleaning Services Limited believes that a critical factor in its future business success will be the ability to attract staff and clients from all sections of society.

In addition to accepting its responsibilities under the Sex Discrimination Act 1975, the Race Relations Act 1976, the Equal Pay Act 1970 and the Equality Act 2010 together with all related legislation, Wetton Cleaning Services Limited is committed to the broad principles of social justice. Wetton Cleaning Services Limited confirms that equality extends to all services it provides as well as its employment policies and practices.

Wetton Cleaning Services' overall commitment to equality lies in the fundamental belief that all employees have the right to be treated with dignity, respect and guaranteed freedom from discrimination regardless of sex, marital status, colour, disability, religion, ethnic or national origin.

The Company seeks to satisfy its commitment to equal opportunity and diversity through providing services of a high standard, regardless of the ethnic composition of the customer's personnel, or that of the local community, and to ensure, as far as is reasonably practicable, that the staff of Wetton Cleaning Services Limited reflect this ethnic composition.

We actively encourage a diverse workforce which contributes to our strengths, abilities, and success.

Our approach to a diverse workforce ensures that we have an open workplace culture which is built on trust and respect. We value the views and ideas of all our staff which provides advantages for the company and our customers.

Overall aims of the company's equal opportunities & diversity policy are: -

- To achieve a balanced workforce that fully reflects the composition of the relevant labour market.
- To realise the competitive advantage which can accrue from fully utilising the knowledge, skills, and abilities of a diverse workforce.
- To become a preferred employer and provider of the finest services in our field.

To achieve our aims, Wetton Cleaning Services Limited is committed to:

- The promotion of equal opportunities.
- Eliminating racial and disability discrimination by way of promoting equal opportunity in employment.
- Complying with the Commission for Racial Equality Code of Practice.
- Complying with the Equality Act 2010.
- Training all staff on their responsibilities in implementing equal opportunities.

All employees receive a copy of our Equal Opportunities and Diversity Policy. Statements of Terms and Conditions of Employment are written and implemented without regard to race, colour, ethnic origin, nationality, religion or belief, gender or gender reassignment, sexual orientation, marital or civil partnership status or disability.

This policy applies to all our employees, consultants, and temporary agency staff. It relates to all aspects of employment including recruitment, pay, terms and conditions of service, training, transfer, grievance, disciplinary and capability procedures, and to all arrangements for working for Wetton Cleaning Services Limited.

The Managing Director is responsible for the overall monitoring and implementation of this policy. All Directors and Managers are responsible for making sure this policy is put into practice.

  
**NICOLA HOIMES**  
**Managing Director**

Reviewed: **01 November 2023**

WCSL-QHSE-PS-005(5)



## 2. INTRODUCTION

2.1 There can be no dignity at work without equality of opportunity.

2.2 The Company aims to recruit people based on ability only and undertakes training and career development to enable all our staff to progress. Where possible, the Company monitors anonymised data showing all protected characteristics as defined by law:

- Age
- Disability
- Gender reassignment
- Marriage and civil partnership
- Pregnancy and maternity
- Race
- Religion or belief
- Sex
- Sexual orientation.

2.3 The Company's policy is to prevent discrimination, to promote equal and fair treatment of people in all its working practices and to value diversity. We want the best person for the job and to give our employees the right working conditions in which they are able to give of their best. Unequal or unfair treatment, prejudice or harassment damages people and discredits the ethos of the Company. This applies to all people regardless of their personal circumstances.

2.4 The Company aims to ensure equal opportunities in the workplace in an atmosphere free of discrimination. The totality of our policies supports this approach but we cannot succeed unless our employees take up their personal responsibility for the practical application of equal opportunities. Special responsibilities for this Policy fall on management and those involved in the recruitment, selection, promotion and training of employees. These special responsibilities give rise to training needs for which provision will be made where appropriate. Managers will be responsible for ensuring they actively promote equal opportunity for all employees within the departments for which they are responsible.

2.5 Disciplinary action will be taken against any employee who is found to have committed an act of unlawful discrimination which includes harassment, bullying or victimisation. Contravention of this policy and any form of harassment, victimisation, discrimination or bullying related to unlawful discrimination will be treated as gross misconduct and may lead to dismissal or other disciplinary sanction.

## 3. EQUALITY STATEMENT

In order to combat discrimination and ensure equality of opportunity, the Company and its entire staff shall not:

- Discriminate directly against anyone by treating them less favourably than others because of any protected characteristic.
- Discriminate indirectly against anyone by applying a criterion, provision or practice which disadvantages another individual by reason of a protected characteristic, unless such treatment can be objectively justified.

- Subject anyone to harassment, i.e. unwanted conduct that violates dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment, having regard to all the circumstances including the perception of the victim.
- Victimise someone because he has made or intends to make a complaint or allegation, or has given or intends to give evidence in relation to a complaint of discrimination.
- Discriminate against someone after the employment relationship has ended by, for example, giving an untruthful reference.

3.1 The Company is committed to the principle of equal opportunities in employment and declares its opposition to any form of less favourable treatment, whether through direct or indirect discrimination accorded to employees or job applicants, with any of the protected characteristics

3.2 The Company recognises its obligations under discrimination legislation and the spirit and intent of the related Codes of Practice for the promotion of equality of opportunity in employment by the elimination of discrimination.

3.3 These principles apply to equality of opportunity for all employees and job candidates with particular regard for protection from discrimination on the grounds of the protected characteristics set out above. These issues are covered by the Company's Discrimination Policy. Some expansion is set out below on issues concerned with sex discrimination, gender re-assignment and sexual orientation as well as those concerned with religion or belief.

## 4 EMPLOYMENT PRACTICES

4.1 The Company states its firm support for the principles and practices of equal opportunity and dignity at work in general. The Company recognises that it is the duty of all employees to accept their personal responsibility for the equal treatment and respect of individuals at work.

4.2 The Company actively promotes equal opportunities through the application of employment policies which ensure that individuals receive treatment that is fair and equitable and consistent with their relevant aptitudes, potential, skills and abilities. Management will seek to ensure that all employees comply with these principles.

4.3 The Company reviews its practices on a regular basis to ensure that there is compliance with these principles.

4.4 The Company ensures that individuals are recruited and selected, promoted and trained on objective criteria having regard to the relevant aptitudes, qualifications, potential, skills and abilities. In particular, no applicant will be placed at a disadvantage by requirements or conditions which are not necessary to the performance of the job or which constitute direct or indirect discrimination.

4.5 The Company recognises the problems that harassment may cause and has developed a harassment policy to be read in conjunction with this Policy.

## 4.6 SEX DISCRIMINATION, GENDER RE-ASSIGNMENT AND SEXUAL ORIENTATION

4.6.1 Sex discrimination refers to unequal or unfair treatment because of a person's gender, marital status, gender change or sexual orientation. Sexual orientation means orientation towards persons of the same sex, opposite sex or bisexuals. Persons undergoing medical transgender change are protected by the law.

4.6.2 Sexual matters are private and confidential. People should not be pressed into giving information to others that they wish to keep private. Information concerning any aspect of a person's sex or sexuality should be treated as private information and not divulged or discussed inappropriately in the workplace.

4.6.3 The Company recognises the rights of same sex couples to be treated in the same or similar way as spouses under the Civil Partnership Act 2004.

## 4.7 RELIGION OR BELIEF

4.7.1 Religion or belief means any religion, religious belief or similar philosophical belief.

4.7.2 Whilst the Company is sympathetic to the needs of staff, employees have a responsibility to plan for and seek permission for any individual requests which relate to their beliefs.

4.7.3 The law does not require employers to provide time or facilities for religious or belief observance at work.

4.7.4 The Company's holiday policy provides for annual holiday and public holidays for all staff groups irrespective of their individual circumstances. An employee may request holiday in order to celebrate religious festivals or occasions related to philosophical or similar beliefs. Where sufficient notice is given, where it is reasonable and practicable for the employee to be away from work and where the employee has sufficient holiday entitlement in hand, such requests will be granted.

## 5 STATEMENT RELATING TO CUSTOMERS AND CLIENTS

5.1 The Company is also fully committed to treating its customers and clients equally. Discrimination against customers and clients with any protected characteristic is unlawful. This includes less favourable treatment for a reason related to a disabled customer's disability, a failure to make reasonable adjustments to the way in which the Company delivers its services so that disabled customers and clients can use them and/or a failure to alter physical features of premises that make it impossible or unreasonably difficult for disabled customers or clients to make use of its services.

5.2 Employees must co-operate with the Company to ensure that this policy is effective in ensuring that its customers and clients do not experience less favourable treatment for a reason related to any protected characteristic. Action will be taken under the Company's disciplinary procedure against any employee who is found to have committed an act of improper or unlawful discrimination against a customer or client. Employees should also draw the attention of their line manager to suspected discriminatory acts or practices relating to its customers and clients.

## 6 RECRUITMENT, ADVERTISING AND SELECTION

6.1 The recruitment process will be conducted in such a way as to result in the selection of the most suitable person for the job in terms of experience, abilities and qualifications. The equal opportunities and discrimination policies apply at all stages of recruitment and selection.

6.2 Advertisements encourage applications from all suitably qualified and experienced people. In advertising job vacancies, the Company, as far as reasonably practicable, avoids prescribing any unnecessary requirements which would exclude job applicants on the grounds of a protected characteristic. In addition, where vacancies may be filled by promotion or transfer, they are published to all eligible employees.

The selection process is carried out consistently for all jobs at all levels. The selection of new staff is based on job requirements and the individual's suitability and ability to do, or to train for, the job in question.

## 7 ADJUSTMENTS FOR DISABLED EMPLOYEES

7.1 The Company recognises that equal opportunities for disabled employees may mean adjustments to the interview and selection process as well as to work arrangements or to work premises. These adjustments will be made wherever reasonably practicable and within a reasonable time frame. On starting work, a disabled employee's manager will be responsible, in consultation with the employee, for ensuring such reasonable adjustments are made to enable the employee to work safely and effectively. Where the manager does not have the relevant knowledge or experience to make reasonable adjustments, an internal or external specialist may be consulted. However, the expertise of the disabled employee concerning his own disability will always be recognised. Reasonable adjustments may include, but are not limited to, re-allocation of job duties, altering hours of work, permitting absence during working hours for treatment or rehabilitation, providing specialist equipment and training, relevant supervision, remote working or redeployment to a suitable alternative vacancy.

7.2 Where, during the course of employment, a disabled employee recognises the need for a reasonable adjustment to his working arrangements or to a physical feature of the work premises, he or she should discuss this requirement with their manager. The manager will then determine the appropriate action.

7.3 Once an adjustment has been made, its operation may need to be reviewed at regular intervals to assess its continuing effectiveness.

## 8 TERMS OF EMPLOYMENT, BENEFITS, FACILITIES AND SERVICES

All terms of employment, benefits, facilities and service will be reviewed from time to time, in order to ensure that there is no unlawful discrimination.

## 9 REPORTING COMPLAINTS

9.1 Any allegation of discrimination or harassment on the grounds of a protected characteristic will be dealt with seriously, confidentially and speedily. The Company will not ignore your concerns or treat them lightly. You will not be penalised for raising a complaint, even if it is not upheld, unless your complaint was both untrue and made in bad faith.

9.2 The Company encourages any employee who believes he is being harassed to notify the offender (by words or by conduct) that his behaviour is unwelcome. The Company recognises that actual or perceived power and status disparities may make such confrontation impractical.

9.3 If you wish to make a complaint of discrimination or harassment on the ground of a protected characteristic, you should inform your manager promptly, otherwise speak to the Human Resource department. The report should be made promptly so that investigation may proceed and any action taken expeditiously. Alternatively, you may prefer to use the Company's grievance procedure.

9.4 As part of the investigatory process, you will be interviewed and asked to provide a statement setting out the details of your complaint. Confidentiality will be maintained during the investigatory process to the extent that this is practical and appropriate in the circumstances. However, in order to investigate effectively, the Company must be able to determine the scope of the investigation, including making decisions about who should be informed or interviewed. Once the investigation has been completed, you will be informed of the outcome and the Company's conclusions.

9.5 The Company is committed to taking appropriate action in relation to any complaint of discrimination which is upheld.

9.6 Any employee who is found to have discriminated against another employee in violation of this policy will be subject to disciplinary action under the Company's disciplinary procedure. Such behaviour may be treated as gross misconduct and could render the employee liable to summary dismissal. In addition, line managers who had knowledge that such discrimination or harassment had occurred in their departments but who had taken no action to eliminate it will also be subject to disciplinary action under the Company's disciplinary procedure.

## 10 MONITORING EQUAL OPPORTUNITY

The Company will regularly review the effects of selection decisions and personnel and pay practices and procedures in order to assess whether equal opportunity and dignity at work are being achieved.

## 11 COMMUNICATION

The principles in this Policy are brought to the attention of all staff by means of this publication.

## APPENDIX 3

### FATIGUE POLICY

#### What do we mean by fatigue?

Fatigue will be considered as “a state of perceived weariness that can result from prolonged working, heavy workload, insufficient rest and inadequate sleep”. It involves a general feeling of tiredness, resulting in a reduced ability to perform work effectively. A fatigued person will be less alert, less able to process information, will take longer to react and make decisions, and will have less interest in working compared to a person who is not fatigued. Fatigue increases the likelihood of errors and adversely affects performance.

#### QHSE Concerns

- Fatigue can ultimately lead to operator errors or violations at work. It is often a root cause of major accidents;
- Companies should focus on the system for controlling excessive working hours, especially for staff involved in major hazard work. Fatigue should be managed like any other hazard;
- The legal duty is on employers to manage risks from fatigue, irrespective of any individual's willingness to work extra hours or preference for certain shift patterns for social reasons;
- Changes to working hours need to be risk assessed.

Fatigued staff may not adequately perceive risk, and may tolerate risks they would usually find unacceptable, accepting lower standards of performance and safety. Staff communication, monitoring and co-ordination activities are adversely affected by fatigue. People can often be completely unaware of the extent to which their performance is being reduced by fatigue, and may be unaware of lapses in attention or even briefly “nodding off”.

The shift patterns and guidelines provided to all managers/supervisors as detailed herein ensure that staff receive sufficient rest to ensure they do not suffer from fatigue. Should there be a shift pattern that breaches any of these guidelines then the QHSE department must be contacted as soon as possible. Please note that these guidelines are normal working patterns and do not include overtime.

#### Operatives shift patterns: -

- Night and day workers do not exceed 48 hours per week;
- Night workers are employed to work night only incorporating rest breaks during the shift;
- Day workers employed to work days only incorporating rest breaks during the shift;
- Should normal day operatives change to work nights then at least 48 hours' rest should be provided before the change takes place and vice versa;
- Normal night shifts are for 7.5 to 9 hours per shift. Under no circumstances should any night work pattern exceed 10 hours of work per shift without notifying the QHSE department;
- Normal day shifts are for 7.5 to 9 hours per shift. Under no circumstances should any day work pattern exceed 12 hours of work per shift without notifying the QHSE department;
- Normal working shifts are for 5 days per week.

Managers should use the Fatigue and Risk calculator and have a discussion with the QHSE department for those undertaking overtime to ensure that sufficient rest has been provided: -

## Operatives

- Should not exceed 13 turns within any 14-day period;
- Work no more than 12 consecutive days;
- Work no more than 72 hours within 7 consecutive days;
- Work no more than a 12-hour shift;
- A minimum of 12 hours' rest period between shifts;
- A rest break every 2 hours of work for at least 15 minutes plus a normal lunch break.

The shifts set up on a permanent basis for staff are so that sufficient rest days and time is allowed in between shifts so that operatives are not fatigued as a result of the work they carry out. Overtime should not become part of an operative's normal working pattern and should this be the case then a fatigue and risk calculator (Appendix A) should be used with the results sent to the QHSE department.

## **Recognising Fatigue**

### **Understanding what can cause fatigue?**

The main factors are:

- Loss of sleep – 'acute', for example, having 5 hours sleep instead of the usual 8; or 'cumulative' having 7 hours sleep instead of the usual 8 over each of several days;
- Poor quality sleep – lots of interruptions;
- Having to work at a 'low point' in the day e.g. early hours of the morning; mid to late afternoon and after a meal.
- Long working hours, particularly if these are as long as 14 to 16 hours;
- Poorly-designed shift work;
- Inadequate breaks during the working day.

Likely level of fatigue	Signs / symptoms
<b>Early warning signs</b> of fatigue which should prompt people to look out for more conclusive evidence of fatigue	<ul style="list-style-type: none"><li>• Fidgeting</li><li>• Rubbing the eyes</li></ul>
<b>Signs of moderate fatigue</b> suggesting performance is being affected. Take these seriously - it is not necessary to fall asleep to make a critical error	<ul style="list-style-type: none"><li>• Frequent yawning</li><li>• Staring blankly</li><li>• Frequent blinking</li></ul>
<b>Signs of severe fatigue.</b> Liable to brief uncontrollable "micro-sleeps", risk of errors very high.	<ul style="list-style-type: none"><li>• Nodding head</li><li>• Difficulty keeping eyes open &amp; focussed</li><li>• Long blinks</li></ul>

In addition, memory retention, lack of attention to surroundings, negative mood and increase risk taking can also highlight the potential for fatigue. Should any of these signs occur then staff should complete the attached questionnaire (Appendix B) and send to the QHSE department. This will not only assess the individual but the shifts and tasks being undertaken and may assist in future work adjustments if required.



**IF AN EMPLOYEE SHOWS SIGNS OF FATIGUE THEN THE FOLLOWING ACTIONS MUST BE TAKEN - THIS CAN BE A COMBINATION OF ANY OF THE FOLLOWING: -**

- **PROVIDE THEM WITH AN ADDITIONAL BREAK STRAIGHT AWAY.**
- **ENSURE THEY WORK WITH A COLLEAGUE.**
- **OFFER THEM ALTERNATIVE WORK.**
- **SEND THEM HOME TO REST ENSURING IF THEY ARE DRIVING THAT THEY ARE OK TO DRIVE OTHERWISE OR IN ANY DOUBT ENSURE THEY HAVE ADEQUATE MEANS OF GETTING HOME SAFELY.**

As with all QHSE issues, all operatives should be encouraged to report breaches of QHSE as well as fatigue and this is to ensure that everyone remains safe.

Wettons provide all staff working on the railway with assistance via the Capita Employee programme so they can discuss any issues they may have confidentially, i.e., matters affecting their home life and personal relationships.



#### **Managers/Supervisors Rotation of shift patterns**

Some of Wettons managers and supervisors work different shift patterns i.e. days, evenings and nights depending on the nature of the work required from week to week. They have the use of a company vehicle or they drive to and from their place of work in their own vehicle.

As such there are a number of tools that can be used to ensure that fatigue does not become a factor at work. Some managers move from day and night shifts to meet a contract need. When planning work the following should be noted:

- **Rapid rotation or slow rotation is easier to adjust to than a shift pattern that rotates about once a week;**
- **Rotating speed refers to the number of workdays before a shift change. Rapid rotation is two days per shift type; slow rotation is 21 days per shift;**
- **Clockwise rotation from day to evening to night shift is usually preferable to counter-clockwise change from day to night to evening.**

Working patterns should be entered into the Fatigue and Risk Index Calculator (Appendix A) which will provide guidance on the proposed roster and the level of fatigue which may be experienced. However it should be noted that the model used for fatigue assessment does not “know” the level of fatigue staff will encounter when working a particular pattern, it merely makes a mathematical prediction.



As such Wettons are looking for a Fatigue Index to not exceed a reading of “45” but spreadsheets should be sent to the QHSE department for review, along with the questionnaire attached in “Appendix B”.

It is important to note that:

- Time spent **travelling to and from work** does not provide rest in the same way as time spent at home;
- Factors found to contribute to the risk of falling asleep are previous sleep periods of less than six hours, and travel time over 35 minutes), although the significance of travel time will obviously vary depending on the shift length;
- When working nights, managers and supervisors should not exceed 10 hour shifts with a requirement for 14 hours’ rest between shifts and 15 min breaks every 2 hours should be taken in addition to lunch breaks.

## **FATIGUE AND DRIVING**

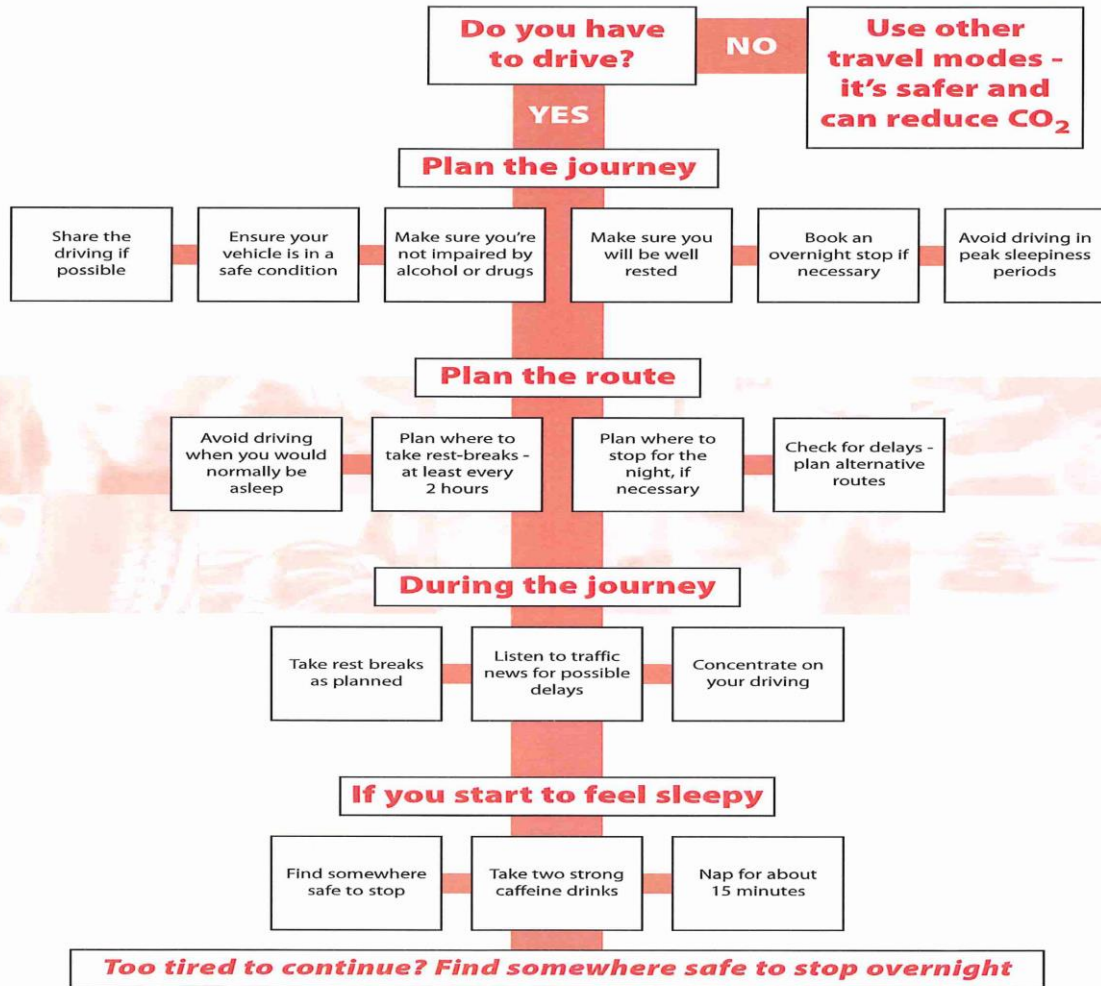
### **Accidents are most likely to happen: -**

- On long journey and particularly on motorways;
- Between 2am and 6am;
- Between 2pm and 4pm (especially after eating and even after one alcoholic drink);
- After having less sleep than normal;
- If taking medicines that cause drowsiness;
- After long working hours or on journeys home after long shifts, especially night shifts.

### **When feeling fatigued:-**

- Plan journey including rest breaks and work load and take into consideration driving time from and to home at the start and end of shifts to ensure that enough time has been allowed to complete the work activities;
- Do not begin a journey if tired. Get a good night's sleep before embarking on a long journey;
- Avoid undertaking long journeys between midnight and 6am, when natural alertness is at a minimum.
- Plan journey to take sufficient breaks. A minimum break of at least 15 minutes after every two hours of driving is recommended.
- If feeling sleepy, stop in a safe place – do not stop on the hard shoulder of a motorway

# Journey Planner



MS78 - 11/09

The Royal Society for the Prevention of Accidents,  
Edgbaston Park, 353 Bristol Road, Birmingham B5 7ST. Tel: 0121 248 2000 Fax: 0121 248 2001  
RoSPA is a Registered charity no. 207823. VAT registration no. 655 1316 49. Website: www.rosipa.com

*Nicola Holmes*

Nicola Holmes

Managing Director

Reviewed: January 2023

## APPENDIX 4

### HARASSMENT AND BULLYING AT WORK

#### 1 POLICY STATEMENT

It is the Company's policy to make every effort to provide a working environment free from harassment, bullying and intimidation on any grounds whatsoever. All employees are expected to comply with the policy and to ensure that such conduct does not occur. Appropriate disciplinary action, including summary dismissal, will be taken against any employee who violates this policy.

#### 2 DEFINITION

2.1 Harassment is behaviour of a socially unacceptable nature which is unsolicited, personally offensive and abuses the rights of the personal dignity of others. Harassment may consist of a series of acts or a single act. It is improper and inappropriate behaviour which lowers morale and interferes with the effectiveness of people at work. It is unlawful on the grounds of age, disability, ethnic origins, gender, gender reassignment, marital status, race, religion or belief and sexual orientation. Bullying is often an aspect of harassment. It may consist of a series of acts or a single act. It may amount to a criminal act.

2.2 Harassment violates the dignity of the victim and creates an intimidating, hostile, degrading, humiliating or offensive environment.

2.3 Victimisation is the application of a detriment to a person who has raised a complaint about any act of unlawful discrimination or harassment or who assists the Company in the investigation of such a complaint.

#### 3 KEEPING UP-TO-DATE

The Company undertakes training and provides literature to combat unlawful discrimination and harassment in the workplace as part of its commitment to dignity at work. All employees are expected to know and understand the principles of respect for others at work.

#### 4 EXAMPLES OF INAPPROPRIATE BEHAVIOUR/HARASSMENT

The following are examples of inappropriate behaviour which the Company regards as serious disciplinary issues. The list is not exhaustive.

- Physical conduct of a sexual, aggressive or intimidatory nature: e.g. unwanted physical contact including unnecessary touching, patting, pinching or brushing up against another employee's body, assault, coercive behaviour.
- Verbal conduct of an aggressive discriminatory nature: e.g. abusive language, abusive words used to describe another person's race, religion or belief, gender, age, or disability, unwelcome sexual advances, propositions or pressure for sexual activity, continued suggestions for social activity outside the workplace after it has been made clear that such suggestions are unwelcome, offensive suggestive remarks, innuendoes or lewd comments, derogatory remarks or tone of voice.
- Non-verbal conduct of a discriminatory nature: e.g. the display of pornographic or sexually-suggestive or racially abusive pictures, objects or written materials; leering, sneering, whistling or offensive gestures, intimidatory facial expressions or body language, behaviour which excludes fellow employees ('sending people to Coventry').
- Discriminatory conduct: e.g. conduct which denigrates, ridicules, or intimidates on the grounds of any prohibited discrimination.

## 5 EMPLOYEE RESPONSIBILITY

5.1 All employees are responsible for helping to eliminate any unlawful harassment or intimidation of which they are aware. Failure to do so could be treated as a failure to fulfil all the responsibilities of their position. A report of a concern or allegation should be made to the HR Department, a line manager or a Director as a grievance, if personally affected (in accordance with the grievance procedure), or as a health and safety matter if in relation to observed incident[s] affecting any other employee. The Company will treat unfair discriminatory conduct or any form of harassment by any member of staff as a disciplinary offence.

5.2 No employee shall threaten or insinuate, either explicitly or implicitly, that a fellow employee's rejection of sexual advances, resistance to any other discriminatory abuse, or a warning not to report such conduct will be used as a basis for an employment decision affecting that employee. Such conduct would be treated by the Company as a serious disciplinary offence.

## 6 ACTION PROTOCOL

6.1 Wherever possible the person who believes that he/she is the subject of harassment should ask the person responsible to stop the harassing behaviour.

6.2 Where this does not stop or some employment consequences result then a complaint under the grievance procedure should be made.

6.3 All parties will be given a fair and impartial hearing and confidentiality will be assured as far as is practically possible.

6.4 If the investigation reveals a valid complaint, prompt steps will be taken. If appropriate, the disciplinary procedure will start and action will be taken to stop the harassment immediately and prevent its recurrence. If relocation proves necessary, every effort will be made to relocate the harasser and not the victim. However, this is a small working environment and flexibility is limited to taking reasonably practicable steps to ensure minimal work contact and adequate supervision.

6.5 Employees shall also be protected from intimidation, victimisation or discrimination for filing a complaint or assisting in an investigation. Retaliation against an employee for complaining about harassment is a disciplinary offence.

## 7 GENERAL CONSIDERATIONS

7.1 Although the person who complains of harassment has a strong view on the offence that has been caused, the conduct must be something that could reasonably be considered to have that effect.

7.2 Harassment is often not witnessed. Victims, afraid of not being believed, are sometimes reluctant to come forward. It may be a case of one employee's word against another's and the perpetrator may be in a more senior position. The victim may also fail to come forward because of embarrassment and/or fear of subsequent victimisation.

7.3 A person who believes he is being subjected to harassment should make every effort to state his concerns. The Company undertakes to deal with all cases promptly, fairly and sympathetically. We recognise that staff who complain in good faith must be protected against victimisation. Some behaviour may constitute a criminal offence.

## 8 JUSTIFICATION FOR HARASSMENT

There is no justification for harassment. It is a form of bullying that may be based on a prejudice held by the aggressor and is not necessarily linked to any behaviour prohibited by discrimination legislation. Any employee who is affected by behaviour or comments which are objectionable, or which make the recipient feel threatened, humiliated or patronised should ensure that management is informed. Behaviour that is deemed acceptable from one person may not be acceptable from another, nor should it be.

## 9 EXAMPLES OF HARASSMENT

Harassment may be overt or subtle. The following are intended to be examples but, regrettably, there may be other forms which are equally unacceptable:

- offensive or abusive messages or pictures via internal or external mail or via fax or e-mail or text
- leering, whistling or making suggestive or insulting gestures
- uninvited and unwelcome physical contact
- offensive remarks or jokes
- excluding people or a person from groups
- making a person the butt of a joke
- unwarranted and/or public criticism
- Unrealistic work demands.

## 10 YOUR RIGHTS AND DUTIES

You have the right to complain if you believe you are being harassed and anyone who has observed acts of harassment has the duty to assist in the investigation of the complaint.

## 11 COMPANY DUTY

11.1 All claims will be taken seriously and will be promptly, confidentially and fully investigated by the Company. The person conducting the investigations will have no connection with the allegation.

11.2 Your rights and those of the alleged harasser will be protected at all times. If the investigation leads to disciplinary procedures being carried out and the charges upheld, the sanction will be at the discretion of the Company and will reflect the seriousness of any matters alleged and found proved.

11.3 The matter may be resolved by the Company providing training to the person who committed harassment. All efforts will be made to integrate both parties into a healthy working environment where possible.

11.4 The Company may request the parties to resolve issues through mediation.

## 12 INFORMAL PROCEDURE

Whilst the Company will take necessary action where harassment is alleged, it is an important feature of the procedure that, except in serious cases, the informal procedure should be used in the first instance. Much harassment is unintentional and can often be resolved by speaking informally to the person creating the problem. If you feel unable to do this, a written request for the harassment to cease may resolve the situation. You may prefer to ask a colleague, your line manager and/or the human resources manager to speak to the person concerned on your behalf and, at that stage, decide whether you wish the matter to proceed formally.

## 13 FORMAL PROCEDURE

This will involve a formal investigation which may result in disciplinary proceedings against the alleged perpetrator, whether or not mediation is involved in the attempt to achieve a successful resumption of normal working conditions. The complainant's rights will be protected.

## APPENDIX 5

### FAMILY POLICIES

#### 1 MATERNITY, PARENTAL ENTITLEMENTS AND DEPENDENCY: GENERAL

The Company respects the rights and needs of women in pregnancy and motherhood. It ensures that no-one will suffer discrimination on the grounds of pregnancy or any aspect of maternity or parenthood. It is committed to general parental rights, including paternity and adoption rights. The initial information concentrates on the Company's policy on maternity leave, maternity pay and all other issues relating to pregnancy and maternity. Corresponding provisions apply to adoptive parents and there are specific arrangements for fathers who wish to take paternity leave. The information is designed to give a broad picture of parental entitlements but specific queries should be made to the HR Manager. There are specific maternity provisions. For example, there is no right for a father to take leave to accompany the mother of his child to an antenatal appointment. However, he can use the Company's holiday procedure to apply for holiday to accompany her.

#### 7 ANTENATAL CARE

##### 2.1 Health and safety

Health and safety legislation requires a risk assessment to be undertaken to ensure that the place and system of work is suitable for a person working during pregnancy. It is in your interest and that of your unborn child that you inform the Company as soon as possible when you are pregnant so that the assessment can be carried out. In order to ensure that you have the benefit of the care you need during your pregnancy, you must, if requested, provide a certificate of pregnancy and an appointment card for any antenatal care appointments. The following points should be noted:

- Where a health risk has been identified, arrangements will be made to alter your working conditions or, if this is not possible, you will be offered a suitable alternative job for the duration of your pregnancy. If there is no alternative work, the Company reserves the right to suspend you on full pay until you are no longer at risk. These alternative arrangements may continue after the birth of your child if you are still considered to be at risk.
- If you have any concerns about your own health and safety at any time you should consult the H&S Manager immediately.
- You are prohibited from working for a period of two weeks commencing with the day on which your child is born. This is a compulsory legal obligation intended to benefit both you and your new child.

##### 2.2 Antenatal appointments

When attending antenatal appointments, you are entitled to reasonable time off work, requested on proper notice, at your average rate of pay to attend ante-natal care appointments made on the advice of a registered medical practitioner, registered midwife or registered health worker. Antenatal care includes pregnancy related appointments with the midwife, GP, hospital clinics and relaxation classes. You must request permission for antenatal care absence from your manager as far in advance of the appointment as possible. The manager may request sight of the appointment card or some other confirmation of the appointment and is entitled to ask when the appointment was arranged. A delay in requesting leave may result in a refusal to allow time off at the specific time requested.

##### 2.3 Pay for attendance at antenatal appointments

Provided that adequate notice of an appointment has been given, pregnant employees will be paid for attendance at authorised antenatal appointments, including any time spent travelling to and from and waiting for the appointment.



### 3 MATERNITY LEAVE

3.1 Statutory maternity leave is for up to 52 weeks. Mothers with qualifying earnings may be entitled to receive Statutory Maternity Pay for up to 39 weeks of the leave. Maternity allowance may be available in other cases,

#### 3.2 **Ordinary Maternity Leave**

If you have baby during the course of your employment, you will be entitled to take 26 weeks' maternity leave, no matter how long you have been employed by us and no matter how many hours you work each week.

#### 3.3 **Additional maternity leave**

If you have 26 weeks' service ending with the 15<sup>th</sup> week before the expected week of the birth of your child, you will be able to take an additional period of maternity leave to make your total leave period a maximum of 52 weeks. This will allow you to return to work at any time up until the end of the 26 week period starting from the Sunday on or before which your child was born.

#### 3.4 **Starting maternity leave**

You can choose to start your maternity leave at any time after the start of the 11<sup>th</sup> week before the expected week of confinement ("EWC") in which your child is due, unless: (a) you are ill for a reason related to your pregnancy at any time after the start of the 6<sup>th</sup> week before your child is due in which case your maternity leave will start on the first day of your absence; or (b) your child is born unexpectedly early and before you have started maternity leave in which case your maternity leave will start on the day that your child is born.

#### 3.5 **Maternity leave details**

3.5.1 If you stop work no earlier than the 11<sup>th</sup> week before the EWC, and you meet the following conditions, you are entitled to 52 weeks' maternity leave. You must notify the Company of your intention to take maternity leave through the Intranet as soon as possible or by the 15<sup>th</sup> week before the EWC unless that is not reasonably practicable, of the following:

- that you are pregnant (preferably by submitting a MAT B1 form, which you may give or post to the HR Department);
- the EWC;
- the date on which you intend your ordinary maternity leave to start.

3.5.2 The Company may require you to provide medical evidence of the EWC. This must be done within such period of time as is notified to you in the request.

3.5.3 The Company will confirm to you in writing the date upon which your 52 week maternity leave period will end.

3.5.4 There is a compulsory maternity leave period of two weeks from the date of birth. This period is four weeks if you have been working at one of our sites where you are deemed to be a factory worker. Compulsory maternity leave is included within the total period of statutory maternity leave.

3.5.5 Maternity leave starts automatically on the day after the birth of the baby. This is particularly relevant if the baby is born prematurely.

3.5.6 During the 52 weeks' maternity leave period all contractual benefits except for your pay will be maintained as if you were not absent.

3.5.7 If you wish to return to work before the end of the 52 week period of maternity leave you must give at least 8 weeks' notice of your intended date of return.



3.5.8 If you decide to return to work early and this is at the end of the first 26 week period known as “ordinary maternity leave” you are entitled to return to the job you were in before your absence. If you return to work either during or at the end of the second period of 26 weeks’ known as “additional maternity leave”, you may be able to return to your original job (or another job which is suitable and appropriate).

#### 4 STATUTORY MATERNITY PAY (SMP)

4.1 The Company pays statutory maternity pay (SMP), unless Maternity Allowance provisions apply. The amounts and periods of payment vary from time to time and HR will give you the current entitlements.

4.2 If you stop work and meet all of the following conditions you are entitled to receive SMP. You must therefore:

- have been continuously employed for at least 26 weeks ending with the 15<sup>th</sup> week before the Expected Week of Childbirth (EWC)
- have average weekly earnings of not less than the figure set by the Government for the payment of National Insurance contributions
- still be pregnant at the 11<sup>th</sup> week before the EWC or have given birth by that time
- give at least 28 days' notice in writing that you intend to stop work
- provide medical evidence of the EWC.

4.3 For the first six weeks SMP is payable at the earnings related rate (equivalent to 90% of earnings) and for the remaining 33 weeks at the statutory rate as set by legislation, (or 90% of average weekly earnings if this is less than the standard rate).

#### 5 KEEPING IN TOUCH DAYS

During maternity leave the Company may offer to you the opportunity of taking up to 10 ‘Keeping in Touch Days’. These are days when you may work for the Company without bringing your maternity leave to an end. Work can be any work under your Contract of Employment and may include any training or activity undertaken with the purpose of keeping in touch in the workplace. Any payment for these days will depend on the type of work, training or activity and will be agreed between you and the Company. The Company does not guarantee that the hourly rate for such attendance will be the same as the hourly rate you had before your pregnancy: the rate will be in accordance with the activity which is undertaken on the ‘Keeping in Touch Days.’

#### 6 PARENTAL LEAVE

6.1 Parental leave is unpaid. It currently applies to employees with at least 1 year’s continuous service. The entitlement is to a total of 13 weeks during the first 5 years of the child’s life (from birth to the child’s 5<sup>th</sup> birthday). The parent of or person with parental responsibility for a disabled child is entitled to taken parental leave up to the child’s 18<sup>th</sup> birthday. Current information and full details on applying for leave will be given to applicants by the HR Department who will tell you which link to follow on the Intranet.

6.2 Parental leave must be taken in blocks or multiples of one week. A maximum of 4 weeks leave can be taken in a year in respect of any individual child. A year is the period of 12 months beginning with the date on which the employee first became entitled to take parental leave in respect of the child in question.

6.3 You must use the Intranet application form for giving notice of the requirement to take parental leave at least 21 days prior to your intention to take the leave. Your notice must specify the dates on which the parental leave is to begin and end.

6.4 The Company reserves the right to postpone parental leave for up to 6 months depending upon the needs of the business. In such a case, your line manager will discuss with you an alternative period of leave of the same duration. The Company will then write to you within 7 days of your notice stating the reason for the postponement and specifying the period of leave the Company agrees to permit you to take.

6.5 Provided you give the notice stipulated in paragraph 15.2.3, the Company will not postpone any parental leave to be taken immediately after the birth of a child.

6.6 The Company reserves the right to see evidence to confirm that you are the parent or the person who is legally responsible for the child.

## 7 ADOPTIONS

7.1 Adoption leave is available to those with 26 weeks' continuous service ending with the week in which they are matched with a child for the period determined by the current regulations.

7.2 Statutory Adoption Pay is paid throughout ordinary adoption leave at the same rate as lower rate Statutory Maternity Pay.

7.3 The same rates of pay and same privileges apply to adopters as are set out in maternity and paternity provisions. Provided that you meet the qualifying conditions you have the right to take 52 weeks' adoption leave with pay for up to 39 weeks at the statutory rate or 90% of your average weekly earnings if this is less.

## 8 PATERNITY LEAVE AND PAY

8.1 Ordinary paternity leave is available to those with 26 weeks' continuous service ending with (in the case of births) the 15<sup>th</sup> week before the expected week of confinement or (in the case of adoptions) the week in which notification of an adoption match is given. You must take the leave within 56 days after the birth (or the date on which the child is placed with you for adoption) or if the child is born early, within a period from the actual date of birth up to 56 days after the first day of the expected week of birth.

8.2 You will be entitled to a maximum of two weeks' leave which may be taken as either two consecutive or two separate weeks. You may not take odd days. This leave is in addition to any unpaid parental leave which may be taken subsequent to the birth. Additional Paternity Leave for a maximum of 26 weeks may be available in some circumstances where your partner has returned to work after the birth or adoption. The HR Department will inform you whether you are eligible to receive Additional Statutory Paternity Pay during a period of additional paternity leave.

8.3 Statutory Paternity Pay is paid throughout paternity leave to those with qualifying earnings at the same rate as lower rate Statutory Maternity Pay. This is currently at the statutory rate or 90% of your average weekly earnings if this is less.

8.4 Additional paternity leave allows an eligible employee to take up to 26 weeks leave to undertake the care of his new baby, provided that the baby's mother or your co-adopter has returned to work and is not claiming statutory maternity/adoption pay. Additional paternity leave and pay may be available if:

- you are the father of a child due on or after 3 April 2011
- your wife, partner or civil partner is pregnant and due to give birth to a child on or after 3 April 2011
- you and your partner receive notification that you are matched with a child for adoption on or after 3 April 2011
- your wife, partner or civil partner is adopting a child from overseas and the child enters Great Britain on or after 3 April 2011
- the child's mother is entitled to statutory maternity leave, maternity pay or allowance or statutory adoption leave or pay.

8.5 Additional paternity leave is for a maximum of 26 weeks. Leave can be taken any time from 20 weeks after the child is born, but it must have finished by the child's first birthday. In the case of adoption it can start anytime between 20 weeks and 52 weeks after the child starts living with the adopter.

8.6 You must apply for additional paternity leave by making the Intranet application at least eight weeks before the start of the leave. The form requires you to provide the following information:

- the expected date of the baby's birth or the date when you were notified that you had been matched for adoption
- the actual date of baby's birth, or placement of adoption
- the start date of the period of Additional Paternity leave and pay
- the father/co-adopter's relationship to the mother/co-adopter;
- the consent of the mother/co-adopter to you taking care of the child.

## 9 HOLIDAYS

9.1 **Holiday entitlement during OML:** During your period of absence on OML you will continue to accrue holiday entitlement in the usual way. You must take this additional holiday within 12 months of your return to work. Alternatively, you may, if you wish, receive pay in lieu as long as you inform the HR Manager within four weeks of your return to work.

9.2 **Holiday entitlement during AML:** During your period of absence on AML you will continue to accrue statutory holiday leave under the Working Time Regulations, although no contractual holiday leave shall accrue during this period.

## 10 PENSION CONTRIBUTIONS

Your OML period (but not your AML period) will be treated as pensionable service if you are part of a Company pension scheme. Your contributions will be deducted from your maternity pay and will be based on the maternity pay you receive rather than your usual salary.

## 11 RETURNING

### 11.1 Notification requirements

11.1.2 If you wish to return to work at the end of your Ordinary Maternity Leave period, you do not need to notify us in advance of the date of your return.

11.1.3 If you are taking Additional Maternity Leave, we will write to you not earlier than 21 days before the end of your Ordinary Maternity Leave period asking you for your child's date of birth and whether you intend to return to work at the end of the AML period.

11.1.3 This request will be accompanied by a written statement telling you how to work out when your leave ends and warning you that a failure to respond could result in you losing certain employment rights and could even put your job at risk. You must then provide the requested information within 21 days of receiving the request.

## **11.2 Returning to work**

11.2.1 Prior to or as soon as reasonably practicable after your return to work, a health and safety risk assessment will be carried out on your system of work.

11.2.2 If you wish to return to work before the end of the ordinary maternity leave period or, if you qualify, the additional maternity leave period, then you must give at least 21 days' notice of your return date. Failure to give us this notice will mean that the Company can postpone your return to work until 21 days have elapsed, provided the return date does not fall after the end of the relevant maternity leave period.

11.2.2 You are entitled to keep in touch with what is going on at work without having to conclude your maternity leave early. The HR Manager will inform you how to apply to keep in touch.

## **11.3 If you decide not to return to work**

If you decide not to return to work after all then we ask you to notify the HR Manager of your decision immediately. If you have received maternity pay from us in excess of your statutory entitlement you will have to repay this amount to us.

## **11.4 If you are unable to return to work because of ill-health**

If you cannot return to work because you are ill you should notify the HR Manager who will advise you how much, if any, statutory sick pay you are entitled to. You should continue to notify the HR Manager of your sickness in accordance with the Company's absence reporting procedures.

## APPENDIX 6

### STRESS POLICY

1 Working for the Company is an exciting and challenging experience which may, under some circumstances, be deemed stressful. The Company is committed to promoting a healthy and supportive working environment. It believes that its workforce is its most important asset and that well-being is essential to effective performance and the provision of high quality services. The Company is committed to managing risks which are within its control and to encouraging employees to achieve a good work-life balance in order to enhance their well-being. It recognises that action to prevent stress is more effective than dealing with the effects it may cause. Stress is not an illness but may have harmful effects when it goes beyond the normal range that accompanies any job. The Company therefore aims to:

- maximise the physical and psychological health and well-being of all staff;
- encourage a working environment in which employees and managers are proactive in the identification of opportunities to enhance employee well-being;
- promote a healthy and safe environment, fostering trust, co-operation and mutual respect;
- facilitate non-judgmental co-operation with fellow-employees;
- promote psychological health at work.

2 The Company carries out its health and safety duties by assessing levels of stress, applying the principles of risk reduction and control and ensuring that employee induction and training helps them to cope with the demands of their jobs.

3 All jobs carry a certain amount of stress. Employees generally are expected to be able to cope with the demands of their jobs. Where the employee perceives himself to be subjected to a higher level of stress than he had otherwise expected, he may have a reduced capacity to deal with the situation. Stress is not an illness, nor is it any form of medical condition but it may be attributed by the employee as the cause of symptoms. Unless high stress levels are reported to managers or the HR management team, no action can be taken. People who are unable to cope with stress may use negative strategies involving excessive work absence which may, in turn invoke the capability procedures. It is essential to separate stress occurring outside work from that at work.

4 The Company will assess whether stress levels feature in absenteeism by analysing data relating to appraisals, causes of absence, performance appraisals, return-to-work interviews, staff turnover and exit interviews.

5 Employees may be referred to an occupational health advisor or a counselling service for advice on coping strategies. The question of capability to do the job in question may arise if no aspect of it can be changed.

6 Managers should have a confidential discussion of the matter with the employee to see whether job changes or employee strategies are needed.

7 Managers will be offered training, if necessary, in order to enable them to recognise and deal with signs that an individual may be suffering from occupational stress against the perspective that all jobs are, or have the potential to be, stressful at some time for some people.

By accepting employment, the individual is deeming himself able to undertake all the tasks and requirements of the job competently and reliably.

8 If a perception of high stress levels is associated with absence from work, line managers should ensure that all absences are properly recorded and any underlying reasons identified. The manager will discuss any underlying causes and arrange support and assistance if the absence appears likely to continue. The return to work process will usually involve a formal “return to work” interview, particularly after a long period of absence. This will enable a strategy to be devised to identify the factors which may have contributed to or caused high levels of stress. Subsequent meetings will be called to review the situation.

9 Managers should be aware that some members of staff will be less able to cope with work-related stress than others. They should take account of whether there is evidence of:

- external stressors including personal difficulties;
- a history of significant or physical health problems;
- prior stress-related absence from work;
- inexperience in the work role or inability to cope with the demands of the job;
- unreasonable management/team demands.

10 The effects of stress can be both physical and psychological. Warning signs include anger, moodiness, irritability, headaches, frequent short-term absences, tiredness and loss of concentration. These can affect work and conduct.

11 Management can help with reducing stress factors if the employee reports concerns about working practices or domestic circumstances which increase stress levels. If the problem is related to harassment, necessary action will be taken.

**External Support Agencies**

<b>ALCOHOL/DRUGS</b>	
Drinkline - telephone helpline	0800 917 8282
Alcoholics Anonymous	020 7833 0022
National Drugs Helpline	0800 776600
<b>ANXIETY &amp; PHOBIAS</b>	
Centre for Stress Management	0845 680 2065
<b>COUNSELLING &amp; PSYCHOTHERAPY</b>	
British Association for Counselling and Psychotherapy	01455 883300
Institute for Family Therapy	020 7391 9150

## APPENDIX 7

### WHISTLEBLOWING POLICY

#### 1. Policy

It is the duty of every member of staff to speak up about genuine concerns in relation to criminal activity, breach of a legal obligation, (including negligence, breach of contract, breach of administrative law), miscarriage of justice, danger to health and safety or the environment, and the cover-up of any of these in the workplace. It applies whether or not the information is confidential.

Wetton Cleaning Services Limited is committed to ensuring that any staff concerns of this nature will be taken seriously and investigated. A disclosure to the Company will be protected if the member of staff has an honest and reasonable suspicion that the malpractice has occurred, is occurring or is likely to occur. Staff who raise concerns reasonably and responsibly will not be penalised in any way.

#### 2. Procedure

Any individual who has reasonable suspicions of malpractice should initially take their concerns to their line manager. If they do not feel that he or she is the appropriate person, they should approach another senior manager or contact Head Office.

It is recognised that, for some individuals, raising a concern under this procedure may be a daunting and difficult experience. An individual may choose to be accompanied or represented by their union at any stage of this procedure.

If the individual requires complete anonymity, they should contact the Head Office answering service on 020 7237 2007 during the hours of 5pm and 8am. The answering service will e-mail the message left to Head Office.

All reported incidents will be investigated.

All reports will be dealt with in confidence, with only staff who need to know, being informed.

Senior management will establish and record the basis of the concerns that have been raised and establish what further actions are required. The individual raising the concern, if known, will be advised of the outcome of the investigation as soon as possible, normally within two weeks of the date of their disclosure. Where a longer period is needed for investigation, the member of staff will be informed in writing.

The Managing Director will be informed of all reported disclosures and the actions being taken.

In the case of disclosures on alleged fraud and corruption, the Financial Director will also be informed.

If an individual is not satisfied with the response received and any subsequent actions taken, they should put their concerns in writing to the Managing Director who will arrange any further investigation as is deemed appropriate. The Managing Director will send a written response to the individual concerned.

### 3. Guiding Principles

To ensure that this policy is adhered to, and to ensure that any concerns will be taken seriously, Wetton Cleaning Services Limited will:

- Not allow the person raising the concern to be victimised for doing so;
- Treat victimisation of whistle blowers as a serious matter that may lead to disciplinary action that may include dismissal;
- Not attempt to conceal evidence of poor or unacceptable practice;
- Take disciplinary action if an employee destroys or conceals evidence of poor or unacceptable practice or misconduct;
- Ensure confidentiality clauses in employment contracts do not restrict, forbid or penalise whistle blowing;
- Liaise with other organisations to whom staff have reported malpractice.

### 4. Independent Advice

Employees who feel unsure about whether or how to raise a concern, or want confidential advice can contact the independent charity PROTECT on 020 3117 2520, or e-mail [whistle@protect-advice.org.uk](mailto:whistle@protect-advice.org.uk). Their lawyers can give free confidential advice on how to raise a concern about serious malpractice at work.

Free information and advice can also be obtained from the Advice, Conciliation and Arbitration Service (ACAS) on 0300 123 1100.



Mrs. Nicola Holmes  
Managing Director

Reviewed: **09<sup>th</sup> January 2023**

WCSL-QHSE-PS-013(4)



## APPENDIX 8

### USE OF THE COMPANY'S IT FACILITIES INCLUDING TELEPHONES, E-MAIL AND INTERNET

#### 1 SCOPE AND PURPOSE OF THE POLICY

This policy (the "**Policy**") applies to all authorised users of the Company's telephone and computer facilities, the Internet and e-mail (internal and external) (the "**Company's Facilities/the facilities**") including, but not limited to, directors, employees, contractors and temporary staff members of the Company and its group companies.

Unauthorised or improper use of the facilities is a serious disciplinary issue which may result in summary dismissal or immediate termination of any short-term or temporary contract.

This policy is intended to protect the Company and its staff from the legal risks associated with the use of the Company's Facilities and to encourage responsible and efficient use of the Company's Facilities. The Company reserves the right to withdraw, limit or suspend access to the Company's Facilities if they are used, in the Company's sole opinion, in an inappropriate manner.

#### 2 CHANGES TO THE POLICY

The Company reserves the right to amend or replace the Policy at its sole discretion. You will be notified of any material changes to the Policy implemented from time to time.

#### 3 BUSINESS USE AND ACCEPTABLE NON-BUSINESS USE

##### 3.1 Business Use

The Company provides Facilities for use in the conduct of its business activities. The Facilities are only to be used in a professional manner. It is the responsibility of each employee to ensure that the Company's Facilities are used for proper business purposes and in a manner that does not compromise the Company or its employees in any way.

##### 3.2 Personal Use

Personal use of the Company's Facilities or those of any client or customer by you for any reason whatsoever is prohibited.

#### 4 COMPUTER SYSTEM

##### 4.1 System Integrity

4.1.1 Users must not change system settings without authorisation.

4.1.2 Employees who are allocated a PC or a lap-top or tablet should take the necessary precautions to ensure safe working especially whilst taking drinks at the workstation. For example drink spills can permanently damage equipment (keyboards especially) and create an electrical hazard.

4.1.3 Accidental damage, faulty equipment or malfunction must be reported to your Departmental Head immediately.

4.1.4 Use of any form of personal computer equipment whatsoever including USB memory sticks, portable DVD/CD players, cameras (including telephone cameras), is expressly forbidden whilst on Company or client premises.

##### 4.2 Passwords and security

4.2.1 Network passwords that are allocated to you or created by you must remain confidential to you and should not be revealed to anyone else.

4.2.2 Should your password become known to others or you believe that it may become known to others, you must advise your Departmental Head immediately so that a new password can be created.

4.2.3 When you are not at your PC (etc), you must log off to prevent potential misuse under your name.

4.2.4 Unless otherwise instructed, at the end of each day your computer, monitor and printer should be shut down to save power, reduce fire risk and maximise security.

4.2.5 PC users must report any computer viruses if discovered and ensure that anti-virus procedures are followed when instructed by the IT Department.

### **4.3 Software**

4.3.1 All software on the Company's computers is copyrighted including Windows, Word, Excel and Outlook programs. Unauthorised copying of the software or its related documentation for any purpose is illegal and any copying will lead to disciplinary action up to and including dismissal. Any employee learning of the misuse of software or related documentation within the Company must notify a Director immediately. Under no circumstances must you load games or free issue software onto Company equipment.

4.3.2 Employees must comply with the terms of the licence agreement of such software, regardless of the type of computer system it resides on. This also applies to software not yet loaded.

4.3.3 The Company prohibits import from any source (including e-mail internet, floppy disk or CD ROM, memory sticks, flash drives, pen drives, or any portable memory devices,) any software that has not been authorised (e.g. screensavers, wallpaper etc) as use of such material may be illegal and expose you and the Company and you to civil and criminal liability. Such software may contain hidden and potentially damaging viruses and may also cause serious damage to the Company's computer facilities. Any files or software downloaded from the Internet must be virus-checked by the IT Department before use. If a specific application programme is necessary for your work, then it will be purchased by the Company for your use

4.3.4 Virus protection software is maintained and periodically updated. It is mandatory that you re-boot your P.C. daily with the anti virus software to ensure that no viruses are present.

## **5 INTERNET POLICY**

5.1 Access to the Internet is provided to enable you to work more efficiently, using it for information discovery and for viewing the Company website and other relevant sites, in accordance with this Policy.

5.2 The Company computer system maintains time and date logs that show all internet access by user. The Company reserves the right to monitor the use of the Company's Facilities.

5.3 Most information available electronically on the Internet is protected by copyright. You should read any copyright notices or licensing terms and ensure that intellectual property rights are respected and any copyright restrictions are obeyed. If you are in doubt about any copyright issue, you should refer the matter to your Head of Department. Where you publish material owned by the Company, you should ensure that it carries our copyright notice.

### **5.4 Misuse**

5.4.1 You must not use the Company's Facilities to:

- a) further any illegal activity;
- b) search for, upload, download, create, send, receive, distribute or store any material with illegal content or of a pornographic, paedophilic or sexually explicit nature or material that is defamatory, obscene, offensive, abusive, malicious or which may promote violence, violate the dignity of a person or be considered by others to cause distress or to constitute sexual, racial or other harassment or discrimination or which may be damaging to the Company or any person in any way;
- c) download, copy, send or distribute any data or document belonging to the Company or relating to the Company or any person (including yourself) otherwise than in the ordinary course of business of the Company;
- d) search for, upload, download, create, send, receive, distribute or store any material or message designed or likely to interfere with, disrupt, cause annoyance, inconvenience, needless anxiety or to otherwise waste employee effort or network resources;
- e) attempt to disable or compromise the security of the information contained on the Company's computers;

- f) subscribe for, order or purchase goods and/or services for yourself or any other person via Internet other than on behalf of the Company in the proper performance of your duties and with the prior authorisation of your Departmental Head and prior use of the appropriate Purchase Order procedures;
- g) subscribe to join or participate in any chat rooms, mailing list, news group, discussion group or other on-line forums, except on behalf of the Company in the proper performance of your duties, as authorised by your Head of Department. (If so authorised, you must make sure that any information posted by you on any website reflects the standards and policies of the Company, is not of a confidential or sensitive nature and does not display the Company's address unless you are authorised to do so).

5.4.2 You must not otherwise misuse the Company's Facilities. Misuse includes but is not limited to: excessive Internet use (surfing), unauthorised web-logs, personal home pages, games, competitions, large downloads, sending unsolicited e-mail, introducing unauthorised software to the system such as screensavers, wallpapers etc, advertising personal goods or services, hacking into other computer systems, and accessing personal or other data on sites such as Facebook or Twitter.

## 6 E-MAIL POLICY

6.1 The Company's computer system contains an e-mail facility that is intended to promote effective communication within the organisation on matters relating to its business. The e-mail system should therefore be used only for that purpose. Under no circumstances should the Company's e-mail facility be used for sending jokes or unnecessary or trivial messages which may have the effect of creating congestion in the system and wasting the working time of the recipient as well as the sender.

6.2 All information stored or created on Company equipment is the property of the Company. The Company therefore reserves the absolute right to monitor employees' use of e-mail.

6.3 The e-mail system is available for communication on matters directly concerned with the business of the Company. Employees using the e-mail system should give particular attention to the following:

- The standard of presentation: the style and content of an e-mail message must be consistent with the standards that the Company expects from written communications
- The extent of circulation: e-mail messages should only be sent to those employees for whom they are particularly relevant
- The appropriateness of e-mail: e-mail should not be used as a substitute for face to face communication; "Flame-mails" (e-mails that are abusive) can be a source of stress and can damage working relationships, while hasty messages, sent without proper consideration, can cause unnecessary misunderstandings
- The visibility of e-mail: if the message is confidential, the user must ensure that the necessary steps are taken to protect confidentiality
- The Company will be liable for any defamatory information circulated either within the Company or to external users of the system
- E-mail contracts: offers or contracts transmitted via e-mail are as legally binding on the Company as those sent on paper
- E-mail is not secure so confidential information should not be sent externally by e-mail without express authority and unless the message can be lawfully encrypted.

6.4 Messages sent over the e-mail system can give rise to legal action against the Company. Claims of defamation, breaches of confidentiality or contract could arise from a misuse of the system. It is therefore vital, when sending e-mail messages, to ensure that they:

- a) are treated like any other form of permanent correspondence and where necessary hard copies are retained;
- b) are polite and use appropriate language;
- c) are not unsolicited and do not constitute "junk" or "chain" mail or involve the spreading of gossip or jokes;
- d) do not breach the Policy, including, without limitation, use or misuse of the Company's Facilities;

- e) are not used for any form of personal gain or private business;
- f) do not breach of any of the Company's standard employment policies on issues such as any form of harassment or discrimination;
- g) contain the words "Subject to Contract" whenever any preliminary correspondence is raised regarding contracts.

6.5 You are also reminded that messages are disclosable in any legal action commenced against the Company relevant to the issues set out in the e-mail.

6.6 The standard for the content of e-mails sent or received is that they must be subject to external scrutiny and not be capable of offending any reader, particularly any third party mentioned.

6.7 You must request permission from the IT Department before sending large mailings especially those with attachments. (The maximum size is currently 5Mb) Large files (images, video clips, documents incorporating images, etc.) can block the system and can impair or prevent the sending and receipt of e-mails vital to our business. They may need to be sent by alternative means or scheduled for distribution out of working hours.

6.8 You must not open or forward any attachments or unsolicited e-mails that you suspect may not be bona-fide or which may contain a virus or other malware. The IT department will provide appropriate instructions. They must be contacted and their advice taken where any doubt arises.

6.9 Users must not send e-mails to All Users without authorisation from their Head of Department or a Director.

6.10 Users must not create congestion in the system by sending unnecessary, trivial or personal messages.

6.11 Misuse of the e-mail system in breach of this policy statement will be considered to be misconduct and will be dealt with within the framework of the Company's disciplinary procedure. Certain categories of misuse, e.g. offensive, obscene, discriminatory or malicious e-mails, personal use of the e-mail system or breach of copyright will constitute gross misconduct.

## 7 E-MAIL & INTERNET MONITORING

7.1 The Company reserves the right to retrieve the contents of messages for the purpose of monitoring:

- a) whether the use of the e-mail system is in compliance with this Policy;
- b) to gain access to e-mail messages relevant to the business whilst an employee is absent from work, for example on holiday or off sick;
- c) to find lost messages;
- d) to retrieve messages lost due to computer failure;
- e) to establish the existence of facts;
- f) to conduct quality performance reviews, show the standards staff ought to achieve and to check that quality standards are being maintained;
- g) to prevent, investigate or detect crime and disciplinary offences;;
- h) to ensure the security of the Company's Facilities and their effective operation and to guard against computer viruses;
- i) to exercise or perform any right or obligation conferred or imposed by law on the Company in connection with employment, for example, to ensure the health, safety and welfare at work of staff or to prevent or investigate unlawful discrimination;
- j) to investigate or detect unauthorised or illicit use or excessive personal use, of the Company's Facilities; and
- k) to determine whether communications are relevant to the business or are personal communications.

7.2 Monitoring information will be retained by the Company for up to 7 years from the date it is gathered.

7.3 The Company does not routinely monitor messages. However, the Company may monitor any communications at any time and use any type of monitoring it deems reasonable.

You will not always be warned in advance of such monitoring. Whilst the Company will take all practicable steps to minimize intrusion, you should be aware that, in certain circumstances, the Company may have access to personal/private information relating to you. By using the Company's Facilities, you consent to the Company accessing any information contained in any messages sent to or received by you without any further consent being sought from you and without your prior knowledge of the Company's access.

7.4 Monitoring carried out by the Company in its absolute discretion includes but is not limited to: randomly opening employees' e-mails; listening to their voice-mails; investigating evidence of malpractice; and examining logs of websites visited to check that employees are complying with the Policy..

## 8 TELEPHONE CALLS AND TEXT MESSAGES

8.1 This part of the handbook must be read in conjunction with Company policy covering the use of mobile telephone and communication equipment.

8.2 Your personal mobile telephone should be turned off during working hours so as to ensure that personal calls do not interrupt your working day. If the mobile telephone is needed to carry out Company business, you should ensure that it does not interrupt business meetings or disturb other staff or inform your manager of the date and time of a meeting so that the Company knows that you may be unable to take calls at the time.

8.3 Use of any hand-held mobile telephone is forbidden whilst you are driving a car on Company business.

8.4 Personal mobile telephones may only be used during working hours for calls that are absolutely necessary.

8.5 Personal text messages should not be sent during working hours. The content of any text message must comply with the standards set out in the e-mail policy even if using your personal telephone.

8.6 Please keep all calls to a minimum: do not hang on for the other party. Ask to be called back if they are unavailable.

8.7 Personal calls should not be made or received during working hours unless they are absolutely necessary.

8.8 Employees are not permitted to make personal overseas calls on any Company telephone system unless authorised. Authorisation will only be given under exceptional circumstances.

8.9 Wherever possible staff should use landlines and not Company allocated mobiles. All calls should be made to landline numbers whenever possible rather than mobile lines that incur significantly higher costs (850% dearer).

8.10 Text messages, including Blackberry PIN and Blackberry Messenger, on Company mobile telephones are subject the same standards and scrutiny as set out in the e-mail policy. Any text message which breaches the standards set out in the e-mail policy will be dealt with as misconduct or gross misconduct.

8.11 Social networking (including access to Facebook, Twitter or other social networking media is prohibited during working hours, whether on your personal smartphone or similar equipment. Further, you are forbidden from representing your views in social media in such a way as indicates that you are representing your views as that of the Company or by making statements or posting messages which, in the Company's view, are detrimental to the Company or likely to bring it into disrepute.

## 9 TELEPHONE CALL MONITORING

9.1 The Company reserves the right to analyse incoming and outgoing calls for the purpose of monitoring:

- a) whether the use of the telephone system is in compliance with this Policy ;
- b) to establish the existence of facts;
- c) to conduct quality performance reviews, show the levels staff ought to achieve and to check that performance standards are being maintained;
- d) to prevent, investigate or detect crime and disciplinary offences;
- e) to exercise or perform any right or obligation conferred or imposed by law on the Company in connection with employment, for example, to ensure the health, safety and welfare at work of staff or to prevent or investigate unlawful discrimination;
- f) to investigate or detect unauthorised or illicit use or excessive personal use, of the Company's Facilities; and
- g) to determine whether communications are relevant to the business or are personal communications.

9.2 Monitoring information will be retained by the Company for 7 years from the date it is gathered.

9.3 The Company routinely monitors call traffic and the Company may monitor any communications at any time and use any type of monitoring it deems reasonable. You will not always be warned in advance of such monitoring. Whilst the Company will take all practicable steps to minimize intrusion, you should be aware that, in certain circumstances, the Company may have access to personal/private information relating to you without your knowledge or consent.

9.4 Monitoring carried out by the Company includes, but is not limited to, randomly checking numbers called or listening to your voice-mails and phone calls to look for evidence of malpractice and examining logs of calls in and out to check that employees are complying with the Policy.

## 10 CONSEQUENCES OF BREACH

10.1 Misuse of the Company's Facilities in breach of this Policy is a serious disciplinary offence and will give rise to disciplinary action up to and including dismissal.

10.2 Breach of the Policy could also give rise to criminal and/or civil liability.

## APPENDIX 9

### DATA PROTECTION POLICY

#### INTRODUCTION

Wetton Cleaning Services Ltd is committed to conducting its business in accordance with all applicable Data Protection laws and regulations and in line with the highest standards of ethical conduct.

This policy details expected behaviours of Wetton Cleaning Services Ltd Employees and Third Parties in relation to the collection, use, retention, transfer, disclosure and destruction of any Personal Data belonging to Wetton Cleaning Services Ltd Customers and Staff (i.e. the Data Subject) and irrespective of the media used to store the information.

Personal Data is any information (including opinions and intentions) which relates to an identified or Identifiable Natural Person. Personal Data is subject to certain legal safeguards and other regulations, which impose restrictions on how organisations may process Personal Data.

An organisation that handles personal data and makes decisions about its use is known as a Data Controller. Wetton Cleaning Services Ltd, as a Data Controller, is responsible for ensuring compliance with the Data Protection requirements outlined in this policy.

Non-compliance may expose Wetton Cleaning Services Ltd to complaints, regulatory action, fines and/or reputational damage.

Wetton Cleaning Services Ltd leadership is fully committed to ensuring continued and effective implementation of this policy and expects all Wetton Cleaning Services Ltd Employees and Third Parties to share in this commitment.

Any breach of this policy will be taken seriously and may result in disciplinary action or business sanction.



**Nicola HOLMES**  
**Managing Director**

**Reviewed: 01 November 2023**

**WCSL-QHSE-POL-008(4)**



## DATA PROTECTION

### Scope

- 1 This policy applies to all Wetton Cleaning Services Ltd Entities where a Data Subject's personal data is processed:
  - in the context of the business activities of the Wetton Cleaning Services Ltd Entity
  - for the provision or offer of goods or services to individuals (including those provided or offered free-of-charge) by Wetton Cleaning Services Ltd
  - to actively monitor the behaviour of individuals.
- 2 Monitoring the behaviour of individuals includes using data processing techniques such as persistent web browser cookies or dynamic IP address tracking to profile an individual with a view to:
  - taking a decision about them
  - analysing or predicting their personal preferences, behaviours and attitudes.
- 3 This policy applies to all processing of personal data in electronic form (including electronic mail and documents created with word processing software) or where it is held in manual files that are structured in a way that allows ready access to information about individuals.
- 4 This policy has been designed to establish a baseline standard for the processing and protection of personal data by all Wetton Cleaning Services Ltd Employees. Where national law imposes a requirement that is stricter than that imposed by this policy, the requirements in national law must be followed. Furthermore, where national law imposes a requirement that is not addressed in this policy, the relevant national law must be adhered to.
- 5 The protection of personal data belonging to Wetton Cleaning Services Ltd Employees is not within the scope of this policy.
- 6 The DPO is responsible for overseeing this Privacy Standard and, as applicable, developing Related Policies and Privacy Guidelines. The DPO within our company is Jason BAKER, Financial Director, 020 7237 2007, Jason.baker@wetttons.co.uk.
- 7 Please contact the DPO with any questions about the operation of this Privacy Standard or the GDPR, or if you have any concerns that this Privacy Standard is not being or has not been followed. In particular, you must always contact the DPO in the following circumstances:
  - if you are unsure of the lawful basis which you are relying on to process Personal Data (including the legitimate interests used by the Company)
  - if you need to rely on Consent and/or need to capture Explicit Consent
  - if you need to draft Privacy Notices or Fair Processing Notices
  - if you are unsure about the retention period for the Personal Data being Processed
  - if you are unsure about what security or other measures you need to implement to protect Personal Data
  - if there has been a Personal Data Breach
  - if you are unsure on what basis to transfer Personal Data outside the EEA
  - if you need any assistance dealing with any rights invoked by a Data Subject
  - whenever you are engaging in a significant new, or change in, Processing activity which is likely to require a DPIA or plan to use Personal Data for purposes others than what it was collected for



- if you plan to undertake any activities involving Automated Processing including profiling or Automated Decision-Making
- if you need help complying with applicable law when carrying out direct marketing activities; or
- if you need help with any contracts or other areas in relation to sharing Personal Data with Third Parties (including our vendors).

## **BRIBERY PREVENTION POLICY**

### **Anti Bribery Policy Statement**

#### **1 The Company's commitment**

One of Wetton Cleaning Services Limited's core values is to uphold sound, responsible and fair business operations. It is committed to promoting and maintaining the highest possible ethical standards in relation to all of its business activities. The Company's reputation for maintaining lawful business practices is of paramount importance to it and this policy is designed to preserve these values. The Company, therefore, has a zero tolerance policy towards bribery and corruption and is committed to acting fairly and with integrity in all its business dealings and relationships wherever it operates and implementing and enforcing effective systems to counter bribery.

#### **2 Purpose and Scope**

This policy sets out the Company's position on any form of bribery and corruption and provides guidelines at:

- Ensuring compliance with anti-bribery laws, rules and regulations, not just within the UK, but also in any other country which the Company may carry out its business or in relation to which its business may be connected.
- Enabling employees and persons associated with the Company to understand risks associated with unlawful conduct and to enable and encourage them to be vigilant and to effectively recognise, prevent, avoid and report any wrong doing, whether by themselves or others.
- Providing suitable and secure reporting and communication channels and ensuring that any information that is reported is properly and effectively dealt with.
- Creating and maintaining a rigorous and effective framework for dealing with any suspected instances of bribery or other unethical conduct.

This policy applies to all permanent and temporary employees of the Company (including any of its intermediaries, subsidiaries, or associated companies). It also applies to any individual or corporate entity associated with the Company or who performs functions in relation to, or for and on behalf of, the Company, including, but not limited to, directors, agency workers, casual workers, contractors, consultants, seconded staff, agents, suppliers and sponsors ("associated persons").

All employees and associated persons are expected to adhere to the principles set out in this policy.

### 3 Legal Obligations

The key UK legislation on which this policy is based is the Bribery Act 2010 and it applies to the Company's conduct both in the UK and abroad.

A bribe is an inducement, or reward, offered, promised, or provided in order to gain any commercial, contractual, regulatory, or personal advantage.

It is an offence in the UK to:

- Offer, promise, or give a financial, or other advantage, (i.e. receive a bribe), for, or in relation to, improper conduct.
- Request, agree to receive, or accept, a financial, or other advantage, (i.e. receive a bribe), for, or in relation to, improper conduct.
- Bribe a foreign public official.

You can be held personally liable for any such offence.

It is also an offence in the UK for an employee, or an associated person, to bribe another person in the course of doing business intending either to obtain or retain business, or to obtain or retain an advantage in the conduct of business, for the Company. The Company can be liable for this offence where it has failed to prevent such bribery by associated persons. As well as an unlimited fine, it could also suffer substantial reputational damage in connection with this offence.

### 4 Policy

All employees and associated persons are required to:

- Comply with any anti-bribery and anti-corruption legislation that applies in any jurisdiction in any part of the world in which they might be expected to conduct business.
- Act honestly, responsibly and with integrity.
- Safeguard and uphold the Company's core values by operating in an ethical, professional and lawful manner at all times.

Bribery of any kind is strictly prohibited. Under no circumstances should any provision be made, money set aside, or accounts created, for the purposes of facilitating the payment, or receipt, of a bribe. The Company recognises that industry practices may vary from country to country, or from culture to culture. What is considered unacceptable in one place may be normal, or usual, practice in another. Nevertheless, a strict adherence to the guidelines set out in this policy is expected of all employees and associated persons at all times. If in doubt as to what might amount to bribery, or other unethical conduct, or might constitute a breach of this policy, you should refer the matter to your line manager or to a Company Director.

The giving of business gifts to clients, customers, contractors, and suppliers, is not prohibited provided the following requirements are met:

- The gift is not made with the intention of influencing a third party to obtain, or retain, business, or a business advantage, or to reward the provision, or retention, of business, or a business advantage.
- It complies with local laws.

- It is given in the Company's name, not in the giver's personal name.
- It does not include cash, or a cash equivalent, (such as gift vouchers).
- It is of an appropriate, and reasonable, type and value at an appropriate time.
- It is given openly, not secretly.
- It is approved in advance by a Director of the Company.

Essentially, it is not acceptable to give, promise to give, or offer, a payment, gift, or hospitality with the expectation, or hope, that a business advantage will be received, or to reward a business advantage already given, or to accept a payment, gift, or hospitality, from a third party that you know, or suspect, is offered, or provided, with the expectation that it will obtain a business advantage for them.

For the avoidance of doubt, any payment, or gift, to a public official or other person, to secure, or accelerate, the prompt or proper performance of a routine government procedure, or process, otherwise known as a "facilitation payment", is also prohibited. Facilitation payments are not commonly paid in the UK but they are common in some other jurisdictions.

## **5 Responsibilities and Reporting Procedures**

It is the contractual duty, and responsibility, of all employees, and associated persons, to take whatever reasonable steps are necessary to ensure compliance with this policy and to prevent, detect, and report, any suspected bribery, or corruption. You must immediately disclose to the Company any knowledge, or suspicion, you may have that you, or any other employee, or associated person, has plans to offer, promise, or give a bribe, or to request, agree to receive, or accept, a bribe, in connection with the business of the Company. For the avoidance of doubt, this includes reporting your own wrong doing. You must also immediately disclose to the Company any payment, gift, or hospitality made to you regardless of the size of the payment, gift, or hospitality.

The duty to prevent, detect, and report, any incident of bribery, and any potential risks, rests not only with the Directors of the Company but applies equally to all employees and associated persons.

The Company encourages all employees, and associated persons, to be vigilant and to report any inappropriate, or unlawful conduct, suspicions, or concerns, promptly and without undue delay so that investigation may proceed and any action can be taken expeditiously. For example, if a client, or potential client, offers you something to gain a business advantage with the Company or indicates to you that a gift, or payment, is required to secure their business.

In the event that you wish to report an instance of bribery, confidentiality will be maintained throughout the investigation to the extent that this is practical and appropriate in the circumstances. The Company is committed to taking appropriate action against bribery, or other unethical conduct. This could include either reporting the matter to an appropriate external government department, regulatory agency, or the police, and/or taking internal disciplinary action against relevant employees and/or terminating contracts with associated persons.

The company will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken. It is also committed to ensuring nobody suffers any detrimental treatment as a result of refusing to take part in bribery, or corruption, or because of reporting, in good faith, their suspicion that an actual, or potential, bribery, or corruption, offence has taken place, or may take place in the future.

All employees, and associated persons, must ensure that any contract, or agreement, entered into by them for, or on behalf of, the Company, contains an appropriate clause aimed at ensuring that any third party to the contract is aware of, and agrees, to adhere to the contents of this policy and further, that the contract expressly sets out the consequences of non-compliance including, where appropriate, clear provision for terminating the contract in the event of non-compliance or the commission of any relevant bribery offence.

## **6 Record-Keeping**

All accounts, receipts, invoices, and other documents and records relating to dealings with third parties must be prepared and maintained with strict accuracy and completeness. No accounts must be kept “off the record” to facilitate, or conceal, improper payments.

## **7 Sanctions for Breach**

Breach of any of the provisions of this policy will constitute a disciplinary offence and will be dealt with in accordance with the Company’s disciplinary procedure. Depending on the gravity of the offence, it may be treated as gross misconduct and could render the employee liable to summary dismissal.

As far as associated persons are concerned, breach of this policy could lead to the suspension, or termination, of any relevant contract, sub-contract, or other agreement with the associated person.

## **8 Monitoring Compliance**

The Company’s Directors are responsible for ensuring compliance with this policy and will review its contents on a regular basis. They will be responsible for monitoring its effectiveness and ensuring this policy complies with the Company’s legal and ethical obligations.

## **9 Training**

The Company will provide training to all employees to help them understand their duties and responsibilities under this policy.

The Company’s zero tolerance approach to bribery will also be communicated to all business partners at the outset of the business relationship with them and as appropriate thereafter.

## **10 Examples of Potential Risks**

The following is a non-exhaustive list of possible issues which may raise bribery concerns and which you should report in accordance with the reporting procedure set out above:

- A third party insists on receiving a commission, or fee, before committing to signing a contract with the Company, or carrying out a government function or process for the Company

- A third party requests payment in cash, or refuses to sign a formal commission, or fee agreement, or to provide an invoice, or receipt for a payment made.
- A third party requests an unexpected additional commission, or fee, to facilitate a service.
- A third party demands lavish, extraordinary, or excessive, gifts, or hospitality, before commencing, or continuing, contractual negotiations, or provision of services.
- You are offered an unusually lavish, extraordinary, or excessive gift, or hospitality, by a third party.
- You receive an invoice from a third party that appears to be non-standard or extraordinary.
- The Company is invoiced for a commission, or fee payment, that appears large given the service stated to have been provided.

## APPENDIX 11

### MEDICAL REPORTS

1 In certain circumstances it may be necessary for the Company to obtain a Medical Report from your Doctor/Specialist in order to establish:

- The reason for and likely duration of absence
- When you will be able to return to work, and whether the problem will recur
- What, if any, treatment is being prescribed; and
- Whether you can carry out all the duties of the job
- Whether any reasonable adjustments are needed for compliance with the disability provisions of the Equality Act 201.

2 This will enable the Company to plan workloads. It is in the interests of both yourself and the Company to establish, with the benefit of expert medical opinion, your ability to work. You have certain rights under the Access to Medical Reports Act 1988.

3 Your Doctor/Specialist cannot submit the report to the Company without your consent. You may withhold consent to the report being sought or can request to see the report prior to it being forwarded to the Company.

4 If you indicate that you wish to see the report in advance, the Company will inform you when the Doctor/Specialist has been written to; and the Doctor/Specialist also will be notified that you wish to see the report. You then have 21 days to contact the Doctor/Specialist regarding arrangements to see the report.

5 Should you indicate that you do not wish to see the report before the Company, you still have the right to write to the Doctor/Specialist, if the report has not been provided to the Company, and have 21 days to contact the Doctor/Specialist regarding arrangements to see the report. You have the right to ask the Doctor/Specialist for a copy of the report for up to 6 months after it has been supplied. (There may be a charge for this.)

6 You may ask the Doctor/Specialist to amend any part of the report which you consider to be incorrect or misleading. If the Doctor/Specialist is not in agreement, you may attach a statement of your views with the report. If the Doctor/Specialist thinks that you or others would be harmed by the report, or any part of the report, it can be withheld from you.

7 No decision will be made that could affect your employment without careful consideration of all the circumstances.

8 Where the Company wishes to obtain a medical report, you will be asked for your written consent. Should you withhold such consent, the Company will take a decision regarding your continuing employment without the benefit of medical opinion.

## APPENDIX 12

### VEHICLE AND MOTORISED EQUIPMENT APPENDIX

1 This policy provides Information for drivers of Company vehicles and users of mechanical equipment. Specific details applying to a particular vehicle assigned to an employee will be set out in the allocation documents and will include provisions for employee acceptance of responsibility for damage resulting from lack of car. The broad details set out below apply largely to motor vehicles which are largely allocated to individuals. However, the safety and maintenance principles apply to all motorised and mechanical equipment.

2 Company vehicles are defined as:

- Cars
- Vans
- Minibuses

3 Mechanical and motorised equipment includes (but is not limited to):

- Seated equipment (fork-lift trucks, seated lawn-mowers; seated leaf/etc blowing/vacuum equipment, ride-on sweepers, ride-on scrubber-dryers, cherry-pickers);
- Non-seated equipment (hand-propelled mechanical lawn-mowers, blowing/vacuum/blasting equipment, wood-chipping machinery, walk behind scrubber-dryers);
- Hand-operated equipment (tree, hedge and branch cutting equipment, strimmers, Billy-Goat equipment).

3 When driving your company vehicle or using mechanical equipment, you are an ambassador of the company at all times, consequently you are required to drive defensively and courteously, to be alert, but not aggressive, always drive within the speed limits and leave plenty of time for your journey. You are required to demonstrate commitment to your own safety as well as to the safety of pedestrians and other road users. This demands concentration, anticipation of other potential hazards, avoidance of unnecessary risks and being considerate of other road users.

#### 4 MECHANICAL AND MOTORISED EQUIPMENT

4.1 You will be given training and up-dated training in the use of all mechanical equipment, and you are required to keep all relevant licences up-date.

4.2 Information regarding safety issues relating to the use of mechanical equipment will be provided by the Health and Safety Manager. On induction, you will be given any necessary training and if you have concerns about the use of any item, it is essential that you report the matters to your line manager.

4.3 Failure to use equipment in accordance with instructions or to comply with maintenance tasks that have been assigned to you can cause a risk to the safe operation of the equipment, to you and to the public at large and may give rise to disciplinary proceedings.

4.4 There is a duty on you to report the mis-handling of mechanical and motorised equipment. Failure to do so puts the public and fellow employees at risk and brings the Company into disrepute as you may appear to have colluded in or condoned the misconduct. You are protected by law from suffering any detriment by reporting misconduct (whistle-blowing) if you have a genuine belief that the law is being broken or could be broken or serious health and safety issues are involved amounts to whistleblowing.



## 5 VEHICLES

5.1 The information set out below applies if you have been provided with a vehicle or a car for which limited personal use is permitted, subject to the requirements of HM Revenue and Customs. For the avoidance of doubt Company vans are for business use only.

5.2 You may be provided with another form of Company Vehicle solely for business use. The word “vehicle” is taken to include car, van and minibus or any other form of vehicle which the Company provides for you to carry out your work

5.3 The primary purpose of any Company vehicle is for it to be used to further the activities of the Company. This may result in facilitating your work and, if it is a Company car, may give you the additional benefit of personal use. However, if you are not able to use the vehicle for Company purposes for any reason whatsoever, the Company will require its return so that it can be used for other purposes. It is important to remember that the vehicle is Company property and the Company has the right to recall it whenever it thinks fit. Your personal use of a Company car is an occasional privilege, not a permanent contractual right.

5.4 The Company deplores the throwing of litter from its vehicles. Given its commitment to environmental protection and the need to maintain its image, it will instigate its disciplinary procedure against any driver who is seen to throw litter from its vehicles or who permits a passenger to do so.

5.5 A vehicle is only available if you hold a current and valid driving licence. Your driving licence must be produced for scrutiny prior to driving any of the Company’s vehicles. As all vehicles are insured through the Company, any conviction for driving offences, any driving endorsements and any fines incurred whilst you are in possession of the vehicle must be reported in writing within 7 days. You are personally responsible for the payment of any fine or fixed penalty incurred whilst in charge of the vehicle. If the Company is required to pay any fine incurred by you, the Company will inform you of the amount of the fine it has been required to pay and you agree to the deduction from your salary (in the month in which the fine was paid) of that amount

5.6 You must report to your manager in writing within 7 days any event (e.g. change of address, name through marriage/divorce, any endorsements, medical conditions etc.) that could invalidate your driving license. Please note photo-card driving licenses have a 10 year expiry and it is the driver’s responsibility to renew this on time or insurance is invalidated. Failure to comply can lead to disciplinary action.

5.7 You are required to use the vehicle using due respect for and consideration of other road users. If you are considered to be acting carelessly or recklessly in your use of the vehicle, whether or not a prosecution is incurred (e.g. if a member of the public or a work colleague reports inappropriate use of the vehicle), you will be subject to action under the Disciplinary Procedure. Where disciplinary proceedings are commenced relating to the use or misuse of the Company vehicle or a period of suspension commences (for any reason) or if you are on holiday or otherwise absent from work, you may be required to return the vehicle forthwith to the Company so that it may be used by another member of staff to perform the duties for which the vehicle was allocated. The return of the vehicle is for its use to continue in the service of the Company and does not imply that you are culpable in relation to any allegation which warrants the disciplinary procedure or other measures.

It is important to note that the following, and more, constitute driving offences which, singly or cumulatively can result in the loss of your driving licence:

- failure to wear a seat-belt or to ensure vehicle passengers wear seat-belts;
- driving while under the influence of drugs or with excess alcohol in your blood/breath or urine;
- exceeding the speed limit, failure to observe traffic lights;
- blocking cross-hatched road junctions;
- making a U-turn in a prohibited zone;
- driving in bus-lanes at prohibited times;
- eating or drinking whilst driving;
- smoking or permitting a passenger to smoke in a Company car;
- using a hand-held mobile telephone.

5.8 If you are prosecuted for or convicted of a driving offence which results in a period of disqualification and the holding of a licence is an essential requirement of the job, this will result in your dismissal.

5.9 You must immediately report any and every accident or incident in which a vehicle in your charge becomes involved, regardless of fault and whether or not persons or property are affected. You are required to give your name and address, the name and address of the vehicle owner, the registration number of the vehicle and the name of the insurance company to any person having reasonable grounds for requiring such information. The Company expressly forbids you to provide any further information unless required to do so by law.

5.10 If for some reason it is not possible to give this information at the time of the accident, the matter must be reported to Head Office and where necessary to the police as soon as possible. The law requires this to be within 24 hours of the occurrence.

5.11 In the case of theft of the vehicle, you must inform the Company and the police immediately. Full details of stolen items must also be reported to the Company and the police.

5.12 In the event of any act of negligence not involving a third party or the property of a third party, the insurer may hold the Company liable for damage. If a third party and/or their property suffer loss or damage, the insurer may hold the Company liable for the excess of any claim made against the Company. The Company will therefore hold the driver responsible in the event of any negligence or lack of care. The Company will either require you:

- to rectify any uninsured damage through a Company designated repairer at your own expense; or
- to pay the excess due after payment of a claim on the insurers.

5.13 When signing acceptance of the Company vehicle user guide, you agree to the deduction from your wages of any such sums paid on your behalf by the Company.

5.14 Repeated instances of liability for damage may result in the use of the vehicle being withdrawn and action being taken under the Disciplinary procedure.

5.15 Your personal effects are not covered by the Company's Insurance policy.

5.16 You are expressly forbidden from consuming alcohol or drugs (whether or not prescription drugs which may affect your driving) prior to or during the course of driving. Infringement of this rule will result in your dismissal. You will be aware that alcohol and drugs may remain in the bloodstream and/or be exhaled in your breath several hours after ingestion.

5.17 Only authorised personnel may drive the Company's vehicles. Unauthorised passengers must not be carried in vehicles, nor must vehicles be used for personal purposes without permission.

5.18 The issued vehicle pack must be retained and kept in good order and up to date at all times within the company vehicle

5.19 The user of the vehicle must ensure that all security devices are operable when the vehicle is left unattended. Any contents should be stored out of sight, preferably in the boot or hidden in the storage area of a van.

5.20 If a telephone is installed in a vehicle allocated to you, never make or receive calls, send texts or email or otherwise use a mobile phone, whether hand –held or hands-free, while driving. The hands free may only be used for business purposes or in an emergency unless prior authorisation to do so has been given in writing. All usage must be within the law.

5.21 You must ensure that any vehicle allocated to you is kept in good condition. This includes keeping it clean and ensuring that the tyre pressure, lights, oil, water etc. are up to the required standard. You must ensure the vehicle is roadworthy before driving it and report any defects immediately to management. The vehicle must not be driven without the fault being rectified or prior approval given for the rectification if it is deemed to be the responsibility of the Company. The driver(s) is responsible for completing the company Daily Vehicle Inspection form and that this is counter signed by their Line Manager on a weekly basis.

5.22 As Wettons is a cleaning company, it is important that you promote and project the company's image correctly by keeping the vehicle clean at all times. Any vehicle which is not properly maintained and kept clean will be withdrawn from the user who may also be subject to disciplinary procedure on the grounds of bringing the Company into disrepute and damaging or failing to maintain Company property. In addition to keeping the vehicle clean inside and out, you are responsible for ensuring that any service, maintenance and repair is carried out in accordance with an instructions given to you at handover of the vehicle if these override the manufacturer's recommendations which are the very least of what is required of you. The company's approved fleet service provider will arrange all vehicle services and MOT's and will arrange a convenient date and location with the driver. Failure to attend an agreed and arranged service or MOT date will result in an administration cost to the driver of £40.00

5.23 It is the duty of the vehicle user to arrange services on time and ensure the service record is completed and stamped by the garage. Whenever possible servicing should be booked and carried out at a time when it will cause least disruption to your working day. You must obtain prior authorisation from management and/or the Company's insurers with the required quotes in the event of the vehicle requiring any repair work, and you must not hire a replacement vehicle whilst repairs are being carried out without prior authorisation. All warranty work must be reported to the Company prior to it being carried out.

5.24 The Company permits you to use an allocated car for personal use in its absolute discretion and subject to reasonable (i.e. not excessive) use. No person other than you or another designated employee is permitted to drive a Company car. You must record all personal mileage and pay for all fuel used in respect of personal use. Claims for business mileage must be submitted on a monthly report sheet, signed by you and accompanied by receipts where the vehicle cannot be filled up on the Company's fuel account. Your claim should show the number of personal miles (which HMRC generally require to include the distance between home and your place of work) and make the appropriate calculation of the amount claimed for business mileage. We state again for clarity a company van is for business use only.

5.25 Whereas the Handbook specifies that the vehicle allocated to you should not be used outside mainland Great Britain, if the Company does not require you to return the vehicle for Company use whilst you on holiday, you are entitle to apply to the Company for prior authorisation to take your vehicle with you if you wish to use it abroad. The Company will exercise this discretion only if the vehicle cannot be put to better use in its service (such as if

another vehicle is off the road and a hired vehicle would otherwise be used to replace it). In order for the discretion to be applied, the Company requires:

- at least seven days prior to your intended departure, a list of the countries to be visited;
- the dates when you expect to enter and leave those countries;
- your written confirmation that you agree to the deduction from your next salary payment of the cost of any Green card and any additional insurance premium plus your written assurance that you will prepare the car for travel;
- proof of compliance with items required by law for driving abroad (break-down kits, triangles, etc).

Subject to compliance with these procedures, a Letter of Authorisation may then be issued which must accompany the vehicle. Upon return to the UK, all documents should be returned to the Company for cancellation.

5.26 There is a risk that the user of a Company vehicle may develop a proprietary interest in it. It bears repeating that, the principal usage and purpose of the vehicle is to facilitate and enable Company business. The personal use of a Company car is a privilege which is restricted to social, domestic and pleasure purposes. Under no circumstances may the user carry passengers for hire or reward, hitch hiking, or use the vehicle for any type of motoring sport, including racing, rallying or pace making, whether on the public highway or on private land and self-drive hire.

5.27 Renewal or replacement of cars and vehicles is at the sole discretion of the Company and will be in accordance with available budget and in accordance with Company commitment to protection of the environment with regard to factors such as fuel consumption, CO2 emissions and general running costs. There is no contractual right to any employee to be issued with any particular make or model of vehicle, either initially or as a replacement.

5.28 Save for any necessary modification (such as to accommodate a disability or to enable the vehicle to be used for the particular needs of the user's work), no modification made be made or extras fitted to the vehicle, without prior permission from management. Necessary modifications will be carried out by the Company. Where it has been agreed that a modification may be carried out by the user at his own expense, the modification will be deemed to part of the vehicle and the property of the Company if reversal of the modification (or the removal of an extra fitted by the user) would result in the value of the vehicle being reduced.

5.29 The Company reserves the right to require you to surrender any vehicle which it has issued, at any time, in the event of absence from work. You must make your vehicle available for another employee to use on business at any time.

5.30 Under certain conditions, other persons may be allowed to drive a Company car allocated to you. Applications for further driver use should be made to a Board Director setting out the name of the other driver, relationship to you and/or Wettons, driving history (insurance claims, past driving convictions) and any other matter which the insurer may require, together with the reason why you wish the second driver to use the car. Permission for the car to be used by any other person will be exercised in the sole discretion of the Company and will principally depend on the use of the car remaining as being in the interest of the Company. Aside from other conditions which may apply, you will be responsible for expenditure incurred by the Company as a result of any additional insurance premium, the additional user incurring fines, causing damage or failing to maintain the car in the appropriate state as required by the Company.

5.31 In the event of your suspension from employment or upon you giving or receiving notice of termination of employment, the Company will require the immediate return of the vehicle. In exceptional circumstances, which will vary for individual employees, the Company may require the user to retain the vehicle for business use during any contractual notice period where applicable and during which the requirements of the employee's services are being fulfilled.

5.32 Unless the return of the vehicle is required earlier, upon termination of employment, the user must return the Company vehicle to such address as the Company designates. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to the employee and the cost of hiring a replacement vehicle. In the event that this cost exceeds the final salary payment due on termination of employment, the Company reserves the right to recover the balance from you directly or through due legal process plus any cost thereby involved.

### **5.33 ACCIDENT PROCEDURE**

5.33.1 The Company's insurer requires immediate notification of all accidents, even if apparently of no consequence. The user of the vehicle must therefore, as soon as possible after an accident, use the accident report form which is located in the vehicle pack. The required information is:

- the name and address of the other driver and the name/address of his/her insurers
- the names and addresses of all passengers in both the Company's vehicle and the other vehicle
- names and addresses of all witnesses (stating whether contemporaneous statements were taken from all witnesses, i.e. at the time of the accident)
- particulars of the police attending i.e. name, number and division
- a detailed sketch must be given by hand or scanned and presented electronically, showing the relative position of the vehicle before and after the accident, together with details of the roads in the vicinity, e.g. whether they are major or minor roads and as many relevant measurements as possible
- the name and address of the garage where the vehicle may be inspected if it is/was undriveable after the accident
- at no stage admit liability. Make no comment or statement on the accident.

**5.33.2 Under no circumstances may repairs be put in hand until the insurance company has given its agreement. You will be notified when this is received, the name of the designated repairer and whether you bear responsibility for undertaking the cost of the repairs or any insurance excess.**

### **5.34 DRIVING STANDARDS**

5.34.1 You must ensure that you have proper control of a vehicle that you are driving at all times. The law considers you to be in charge of a vehicle with its engine running on a public road, even if the vehicle is stationary. Several of the driving offences listed above apply to stationary vehicles.

5.34.2 The use of a mobile phone is particularly likely to cause risk to the driver, the public and the vehicle. A mobile phone may therefore only be used whilst driving where there is an incoming call or an out-going voice activated call through a hands-free device that is activated without a need to hold the phone at any time. Even so, the call should be kept to the shortest possible time and only to effect essential communications. Longer calls or sending of texts or e-mails require you to park the car and switch off the engine. Breach of the Company's rule on the use of a mobile phone whilst driving will render you liable to action under the Disciplinary Procedure which could result in dismissal.

5.34.3 ALL company vehicle drivers MUST attend the in-house H&S training module "Driving for Work" and sign off the associated risk assessment within three months of employment with the company. This includes any employee regardless of the period of time that they have left the employment of Wettons.

It is the Line Managers responsibility to inform the H&S Manager of a new driver being appointed in order for them to arrange the training to be carried out within the identified timescale.

## 6 VEHICLE ALLOCATION: COMPANY VEHICLE USER GUIDE

### 6.1 INTRODUCTION

6.1.1 This section of Appendix 12 is a Company Vehicle User Guide which amplifies the policies and procedures set out above for the attention of Company employees who drive a Company car or other vehicle or their own personal car for any Company purpose. Even if there are duplications of other parts of the Handbook, this part of the Handbook requires specific confirmation that you have read and understood and accept its terms so that you may proceed to the use of your own vehicle under particular circumstances or accept the use of a Company or other vehicle. Your line manager will deal with any queries.

6.1.2 In common with the provision for variation of your terms and conditions of employment and variation of the provisions of the Handbook, the Company reserves the right to review, change or cancel the provisions of this policy, with or without notice, as the needs of the Company dictate. Where the law changes before the Handbook has been up-dated, the provisions of the law are those which apply.

6.1.3 The use of a motor vehicle is closely involved with health and safety issues. It is essential that all drivers of company vehicles are familiar with the contents of the Health and Safety Handbook before driving on Company business.

### 7.1 COMPANY VEHICLE POLICY

#### 6.2.1 Basic principles

- The Company allocates vehicles where they are essential for furthering the interests of the Company.
- It is Company policy to supply essential vehicle users with a vehicle appropriate for the performance of their duties. The vehicle user has the use of the vehicle solely for work purposes. It must be returned immediately on demand in the absolute discretion of the Company.
- The Company reserves the right to withdraw permission to operate a Company vehicle from any employee who fails to comply with this user guide in addition to any disciplinary procedure which may also be involved.

#### 6.2.2 Company Provisions

All vehicles supplied by the Company will have the following:

- Road Fund Licence
- Insurance
- Maintenance, servicing and repair
- Tracker Unit Installed for monitoring of business activities only.
- Petrol / diesel (business only)

#### 6.2.3 Authorised Drivers Policy

Authorisation to drive a Company vehicle will only be granted if the employee:

- has held a full valid driver's licence for a minimum of 12 months;
- provides the Company with a copy of the licence showing any endorsements, (maximum of 3 penalty points only will be acceptable at the beginning of vehicle use, any person exceeding this limit will require a Director's approval, which is subject to approval of the insurer of the vehicle, prior to being issued with a Company vehicle);



- is over the age of 25; if under 25, they must notify the Fleet Administrator and obtain confirmation that they are insured before driving any vehicle, (including their own), for Company purposes.
- has never been convicted of drink driving.
- has returned the signed acknowledgement form provided at the end of this Guide.

#### **6.2.4 Maintenance**

Employees are responsible for ensuring their Company vehicle is kept in good repair and generally maintained in an efficient, road worthy condition. Any faults must be reported to the Fleet Administrator at the earliest opportunity. The driver(s) is responsible for completing the company Daily Vehicle Inspection form and that this is counter signed by their Line Manager on a weekly basis.

- Any repair work must be approved in advance to be carried out by an authorised repairer and a purchase order number obtained. The vehicles will be serviced and repaired by an authorised, qualified service/repair outlet. This will be organised by the company's approved fleet service provider.
- Tyre and windscreen replacement requests must be made to the company's approved fleet service provider. No action is to be taken until instructed to do so by the Approved Fleet Service provider. Any such replacement must only be carried out by an authorised replacement service using manufacturer's parts or parts that are authorised by the manufacturer for use

#### **6.2.5 Fuel**

Employees will be reimbursed for the cost of petrol or diesel, for business use only, at the rate in operation at the time with prior consent from a Regional Director or above. Alternatively a petrol card will be supplied which must only be used for the vehicle that it is registered to. An employee who loses or misuses a petrol card will be liable for any expense to which the Company is put as a result thereof. You agree that the amount of any expense thus incurred will be deducted from your wages.

#### **6.2.6 Loss or Damage to Vehicles**

Employees are required to report the loss of, or accidental damage to their Company vehicle to the Fleet Administrator, who will instruct the employee on the written report requirements. The Fleet Administrator will liaise with the Company Insurers and forward all details to the Health & Safety Department.

#### **6.2.7 Out of Hours Use of vehicles**

- Personal use of company vans is not permitted. Personal use of Company cars is only allowed if an employee is in possession of an authorised Wettons headed letter, signed by the Managing Director, Financial Director, Operations Director, or Contracts Director of the Company, stating that the vehicle can be used for private use as part of their Contract of Employment, then the vehicle is supplied for business use only. Whether or not authority has been given for private use, the Company reserves the right to have the vehicle returned without prior notice in its sole discretion for better use of the vehicle and/or in the absence of the employee for any reason whatsoever.
- It is a general principle that a company vehicle may only be used for work purposes or to travel to and from work. Employees wishing to use their company vehicles for exceptional circumstances outside company working hours must apply on-line for permission from a company Director, setting out the reason why the vehicle is needed, the anticipated time and route of travel and whether it is proposed to carry any passengers. Any employee who is allowed personal use of a vehicle will be entirely responsible for the vehicle during this time and liable to pay for any damages or fines incurred and any additional insurance costs.

Unauthorised use of a company vehicle will result in suspension which may or may not be on full pay, pending a disciplinary hearing which may lead to dismissal.

- Where a vehicle is supplied for use on the contract to which it has been assigned, the employee who is designated to use that vehicle is only authorised to use it while actively present on the contract or for travelling between the contract site[s] and home.

#### **6.2.8 Accidents**

- In the event of an accident involving a Company vehicle, employees are required to notify the Fleet Administrator and the Health & Safety Department as soon as possible after the incident.
- If an accident involves another vehicle, or member of the public, the police must be contacted and a case number obtained.
- The Company vehicle driver is responsible for obtaining particulars of any other vehicles and/or person(s) involved in the accident as well as the names and addresses of any witnesses. Details must include the registration number, make and model and driver's contact details of all other vehicles involved.
- The Fleet Administrator will obtain quotes for any necessary repairs and liaise with the Company's Insurers. All details are to be passed to the Health & Safety Department who will investigate all accidents and analyse past statistics to ensure that appropriate action is taken to prevent future incidents.
- Your terms and conditions of employment provide the Company with the right to recover any costs incurred as a result of any damage to Company property including Company vehicles. Each incident will be reviewed by a Company Director on a case by case basis. You agree that any costs for which you are liable may be deducted from your wages in instalments or in total, as agreed with the Company.

#### **6.3 Sickness**

6.3.1 In the event of sickness, you must inform your G.P. or hospital doctor that your work involves driving. You must follow all instructions given by the doctor on the side effects of any drugs prescribed

6.3.2 The Company reserves the right to assign another employee to make use of the Company vehicle assigned to an employee who is on sickness absence the return to work of the sick employee.

6.3.3 This applies to all vehicles including those provided to an employee as part of their Contract of Employment.

#### **6.4 Temporary Replacement Vehicles**

There is no automatic right of replacement when a car is damaged or off the road for any reason including service or repair. Replacements will only be authorised when there is a real and demonstrable operational need. A Director is required to authorise provision of a replacement vehicle.

#### **6.5 Driving Safety, Offences and Fines**

6.5.1 All Company vehicle drivers must ensure that they allocate sufficient time to get to their destination. Factors to be considered include, route speed limits, known trouble spots, time of day and weather conditions etc.

6.5.2 Employees must park Company vehicles legally and pay sufficient parking fees for the expected duration of their visit.



6.5.3 Vehicles must be locked and any security device activated when unattended.

6.5.4 If fines and penalty points are imposed, for whatever reason, they are the responsibility of the employee to whom the vehicle is allocated, or the authorised driver in possession of the vehicle. Where any unpaid fine or parking ticket (including towing charges) is referred to the Company the Company is entitled to deduct the amount of the fine from the employee's wages and the employee has signed agreement to such deductions being made.

6.5.5 The Company will not accept any responsibility for the payment of any penalties that may be imposed personally on the vehicle user.

6.5.6 Employees are required to notify their Manager, the Fleet Administrator, and the Health & Safety Department, in writing, of any motoring offences of which they have been charged or of which they have been convicted in the course of their employment and after a vehicle has been allocated to them, and any additional penalty points on their licence.

6.5.7 If an employee accrues 9 or more penalty points, the circumstances leading to the issue of the points will be investigated by a Company Director who will decide if disciplinary action is required.

6.5.8 Employees must not be under the influence of alcohol or drugs during any part of the working day including whilst driving to / from their place of work.

6.5.9 The loss of a licence through a motoring offence will result in the removal of the privilege of driving a Company vehicle and may result in termination of employment.

6.5.10 Any breach of any Road Traffic Act amounts to a criminal offence and will be considered as a breach of Company safety rules. A Road Traffic Act conviction will result in disciplinary proceedings which may result in dismissal. The Company vehicle must be returned as soon as the charges are laid. Apart from any disciplinary sanction, a conviction may lead to permanent removal of authority to drive Company vehicles.

6.5.11 The life of tyres depends to a large extent on the manner in which the vehicle is driven. Excessive speed, braking or acceleration will cause tyres to deteriorate. If they are repeatedly driven against kerbs or large stones the walls of the tyre will weaken. Similarly, if the tyres are not maintained at the manufacturer's recommended pressures, accelerated wear will occur. You are required to pay particular attention to these points.

6.5.12 Research indicates, that once the tyre tread falls below 3mm, the grip starts to deteriorate and that, at 1.6mm (the legal limit) the tyre is 40% less effective at stopping compared to when the tread is at 3mm or more. Tyres should be replaced when they are at 1.8mm. Failure could result in prosecution and a legal fine of up to £2,500 and your license being endorsed with 3 points per illegal tyre.

Drivers should check tyres regularly and, if there is doubt, any authorised tyre depot will check your tyres and advise on replacement as necessary.

For details on tyre suppliers please contact the company's approved fleet management company or visit the Wettons Driver Support pages.

6.5.13 Windscreens – If you notice a chip or crack in your windscreen or damage to any other glass, then you should contact the approved fleet management company.

6.5.14 Winter Driving Precautions, Check and Advice

Driving in winter can be substantially more dangerous during winter months (November – March) so extra care is required.

Frost precautions - All modern vehicles are fitted with antifreeze proper to dispatch from the factory, however your company vehicle must be checked regularly, (especially during the last service prior to winter months). Only authorised service centres may carry out this work.

Washer bottles and Wipers- Bottles must have the appropriate de-icing additive during winter months and wipers maintained in good order.

Tyres – Pressures and Conditions – Tyres must be checked daily.

Driving techniques – Adverse Weather conditions:

- Listen to local radio for travel information
- Tell someone your destination and expected ETA
- Ensure you are equipped with warm clothing, food, boots and a spade if in snowy conditions.
- Clear your windows and mirrors before you set off. Carry a screen scraper and de-icer.
- When road are icy or slushy, drive slowly using the highest gear possible to avoid wheel spin.
- Manoeuvre gently, avoiding harsh braking and acceleration but do not brake suddenly.

6.5.15 Being tired is a significant factor in traffic incidents. In the event of feeling drowsy at the wheel always park up and take a short break. Employees travelling together are encouraged to share driving duties (if both are approved to drive company vehicles). Plan your journey to reduce mileage travelled where possible. Breaks and break locations should be planned wherever possible in advance of the journey. Where long distances of travel are required the company will make available the provision of a hotel for an overnight stop if they so wish.

A break of at least 15 minutes after every 2 hours of driving is recommended.

## **6.6 Disciplinary Issues**

Any breach of any section of this Company Vehicle User Guide may lead to removal of the company vehicle from the employee and the employee may be subject to disciplinary procedures which may result in dismissal.

## **6.7 Prohibition on the Use of Mobile Phones Whilst in Control of a Motor Vehicle**

6.7.1 Throughout the Handbook, reference is made to the prohibition on the use of mobile telephones whilst in control of a motor vehicle. Such use, including making, sending or receiving telephone calls, texts, images, photographs or e-mails, is a criminal offence. The law applies to any transmission or reception device if it is held in the driver's hand for any part of its operation whilst the driver is in control of the vehicle. This has been held to apply in situations where the vehicle is parked but the engine is running.

6.7.2 Even if hands-free equipment is used, a prosecution may result if an accident occurs when the driver is making or receiving a telephone call. Even where vehicles are fitted with internal telephones or are set up for blue-tooth or similar connections, you are not permitted to speak/text/send e-mails whilst driving under any circumstances. Anyone who needs to communicate with you can leave a message and you can call back when you have parked the car in a safe place. This applies to use of a regular telephone or voice recognition equipment in smart-phones and similar devices which allow the user to dictate texts, e-mails and voice-messages.

6.7.3 The required procedure is:

- Before commencing any journey switch mobile phones onto the message or voice mail facility.
- If a message is received whilst driving do not answer.
- Find a safe place to park. Once parked safely, turn off the engine. It is now safe for return calls to be made.
- After using the mobile phone, switch it back to the message or voice mail service prior to starting the engine. Continue your journey.

6.7.4 The Company takes a serious stance on any form of conviction, whether under the general criminal law or under road traffic legislation and whether or not the driver is using a Company vehicle on business or private use or the employee's own vehicle is being used on

duty. The Company does not accept any responsibility for an employee's breach of any road traffic legislation or breach of the Highway Code. Those found guilty of any driving offence will not only incur penalty points on their licence, a fixed penalty or such other penalty as may be imposed by a court, but will also be liable to disciplinary procedures and potential dismissal for failure to comply with this policy.

## **6.8 Energy Saving**

The Company is committed to taking all possible steps to preserving the environment. When you are driving, you can cut carbon emissions by taking the Energy Trust's Ten Tips for Safer, Greener, Stress-Free Driving.

1. Check your revs: change up before 2,500rpm (petrol) and 2,000rpm (diesel).
2. Anticipate road conditions and drive smoothly, avoiding sharp acceleration and heavy braking. This saves fuel and reduces accident rates.
3. Use air conditioning sparingly as it significantly increases fuel consumption.
4. Drive away immediately when starting from cold: idling to heat the engine wastes fuel and causes rapid engine wear.
5. Remove roof rack when not in use: they increase drag significantly.
6. Avoid short journeys: a cold engine uses almost twice as much fuel and catalytic converters can take five miles to become effective.
7. Stick to speed limits and make your fuel go further: driving at 85mph, rather than 70mph, uses 25% more fuel.
8. Plan your journeys to avoid congestion, road works and getting lost.
9. Check your tyre pressure regularly: under-inflated tyres are dangerous and can increase fuel consumption by up to 3%.
10. If you are stuck in a jam, switch off: cutting the engine will save fuel and stop emissions.

## **6.9 Grey Fleet**

6.9.1 This policy applies to all company employees who drive their own car for business purposes known as the 'Grey fleet'. Travel to and from your normal place of work is not business travel. Effective management of the Grey Fleet is crucial with respect to three key policy areas: financial efficiency, health and safety and environmental sustainability.

Wettons has a legal obligation and duty of care to ensure, so far as it is reasonably practicable, the health, safety and welfare of its employees whilst at work (Health and Safety at Work Act 1974). To show we have taken reasonably practicable steps we will need to provide tangible evidence.

6.9.2 Wettons is responsible for meeting the cost of travel by its employees for the purpose of official business, such as attendance at meetings or training courses. It is necessary for Wettons to ensure that the most cost effective mode of transport is utilised by its employees where practical. Wettons is also committed to reducing the environmental impact of its business travel. This involves promoting the use of modes of transport with the lowest carbon emissions per mile, and reducing the number of miles travelled for business purposes. Employees will only be reimbursed for expenses which they necessarily incur in the course of official travel.

6.9.3 It is the responsibility of Line Managers to ensure that their employees use the most cost effective and efficient means of travel. Prior to making a journey in an employee's private vehicle, the following order of priority should be considered:

- Can the need for the journey be met using phone, email or video conferencing?
- Can the journey be made in a time and cost efficient manner by public transport?

6.9.4 Employees driving for work in their own vehicle must ensure that it is in a safe and roadworthy condition and is suitable for its purpose. 'Construction and Use' regulations within the Road Traffic Act determine that it is the driver's responsibility to ensure that the vehicle they are driving is roadworthy. Employees must ensure that their vehicle is authorised by Wettons approved fleet management company prior to use and that it meets the minimum safety specifications set out within this document.

6.9.5 All vehicles that are used for Wettons company business must be authorised prior to use.

Company supplied vehicles will be automatically authorised, for all other vehicles the following data must be provided and rules complied with:

Copy of V5 registration document

Copy of road fund licence payment

Copy of MOT certificate if applicable

Proof of Insurance with business use

Proof that the vehicle has a full service & repair history

The vehicle must facilitate the ability to carry out your job and maintain the company image at all times.

Left hand drive vehicles are not allowed

Vehicles cannot be used if they have been previously classified as a total loss or stolen and recovered, or feature on the ABI register

Commercial vehicles are not allowed unless a requirement of your job.

Recovery & Breakdown, Employees must ensure that they have the appropriate cover from an approved recovery provider

Vehicles must be no more than six years and 100,000 miles

Seatbelts and head restraints fitted to all seats

Vehicles should be fitted with driver's airbag, ABS and a stability control system, such as Electronic Stability Control.

### **Insurance Cover (Cash Allowance & Private Vehicles)**

The following information must be provided

Copy of certificate

Terms & conditions of cover

Start & expiry date

Confirmation of the appropriate business use cover

*Should any guidance on the level of cover be required please contact the approved fleet management company.*

6.9.6 Any employee using their own vehicle also agrees to notify their line manager in writing of any sanctions imposed on their licence, restrictions on ability to drive, material changes to insurance provision and vehicle defects.

Any changes to their vehicle.

Any motor incident regardless of who is at fault.

6.9.7 All employees using their own car must meet a minimum insurance requirement. This must cover bodily injury to or death of third parties, bodily injury to or death of any passenger; and damage to the property of third parties, and permits the use of the car either in connection with the mileage allowance claimant's business.

Employees are required to submit the relevant information to TMVM as and when required.

6.9.8 When an employee makes a business journey in their own vehicle Wettons will reimburse the employee for the cost of the journey.

Employees will be informed of the mileage rate they are eligible to claim.

## **6.10 Contacts**

Your primary contact if you have any difficulties or concerns about this policy or a situation that arises whilst you are the user of a Company vehicle is your line manager. If he/she cannot be contacted, the following are contactable on 020 7237 2007:

- Fleet Administrator:
- Health & Safety Department:

## **6.11 Acceptance of Vehicle**

6.11.1 When allocated a Company vehicle, you will be asked to inspect the vehicle and sign a document which:

- EITHER

Records any mark or damage at the time of transfer (if there is such a mark or damage, you will agree to return the vehicle for repair when instructed to do so by the Company);

- OR

Records that the vehicle is in perfect condition.

6.11.2 You will also be asked to sign a form showing that you have read the Company Vehicle User Guide, either in the terms set out below or similar terms as appropriate to the purpose for which you are required to use the vehicle. Where you use motorised or mechanical equipment, you will be required to sign a similar form and similar standards of conduct and capability apply to the use of such equipment.

**Employee Acknowledgement Form**

**COMPANY VEHICLE USER GUIDE**

The “Company Vehicle User Guide” describes important information about vehicle safety and I understand that I should consult my Manager regarding any questions I may have about the Guide.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the “Company Vehicle User Guide” may occur. All such changes will be communicated through official memos, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Managing Director has the right to authorise any revisions to the policies in this “Company Vehicle User Guide”.

Furthermore, I acknowledge that this “Company Vehicle User Guide” sets out the terms with which I must comply during the course of my employment. The Guide itself does not constitute a contract of employment.

I understand that all relevant employees of Wetton Cleaning Services Limited are bound by the contents of this “Company Vehicle User Guide”, regardless of whether or not they have signed and returned the Employee Acknowledgement Form and that my electronic signature is evidence of acceptance.

In signing this form, I understand that it is the responsibility of my line Manager or such other person to whom the responsibility is designated to ensure that a signed copy of this document is returned to head office.

I, the undersigned, acknowledge receipt of the document entitled “Company Vehicle User Guide”. I confirm that I have read it and will comply with all the conditions contained within it and any revisions made to it, and to all other Regulations or Practices that may apply.

I also give my permission for Wetton Cleaning Services Limited to check my driving licence status using an on-line driving licence checking service.

I consent to the deduction from my wages for any fines, costs or expenses incurred by the Company as a result of my non-payment of any such fines, costs or expenses as described in the Employee Handbook and in this Vehicle and Motorised Equipment Appendix.

**EMPLOYEE’S NAME (Print):** .....

**VEHICLE(S) USED:** .....

**EMPLOYEE’S SIGNATURE:** .....

**DATE SIGNED:** .....

APPENDIX 13  
EXIT PROCEDURE

On termination of employment, whether by resignation, dismissal, mutual agreement or retirement, employees are invited to complete an exit questionnaire, either on line or as part of an exit interview. An exit interview will not be deemed to be any part of the disciplinary or grievance procedures and will not be any further stage of appeal in either process.

The Company seeks and encourages the co-operation of departing members of staff to assess whether there is any underlying issue that can be resolved for the benefit of all parties. The interview will cover the points set out in the following questionnaire and will be carried out by the Personnel Manager or such other person as she may delegate to do so.

Information provided by staff will be kept confidential and used in an annual analysis by the Company to assist in planning future staffing levels, enhancing good employment relations and promoting equal opportunities.

EXIT INTERVIEW QUESTIONNAIRE: PLEASE COMPLETE AND RETURN TO THE HR  
MANAGER

NAME	
JOB TITLE	
DEPARTMENT	
START AND END DATE OF EMPLOYMENT	
GENDER	
ETHNIC ORIGIN	
ANY DISABILITY	
RELIGION OR BELIEF	
AGE AT TERMINATION DATE	
REASON FOR LEAVING	
WHAT NEXT? 1. Do you have another job? 2. If yes, what is it? 3. Is there a salary/benefit difference between your new job and your work here?	
WORKING FOR WETTONS 1. Was your job description accurate? 2. Were your targets clear? 3. Did you use your skills and qualifications in the job? 4. Did you receive adequate management support? 5. Did you receive or need training?	

6. Did you realise your career aspirations at Wettons?	
<b>SUGGESTIONS</b> Do you have any suggestions for Wettons to improve its employee relations?	

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Interview Conducted by OR Form completed on line – Yes/No:

Name.....Signed..... Position.....



## APPENDIX 14 SAFEGUARDING POLICY

Wetton Cleaning Services Limited is determined to ensure that all necessary steps are taken to protect children and young people from harm.

This policy establishes the company's position, role and responsibilities and clarifies what is expected from all staff whose work may require them to come in contact with children and young persons, e.g. school and nursery cleaning contracts.

Wetton Cleaning Services Limited will ensure that:

- The Company Method of Recruitment and DBS Disclosure, (formerly Enhanced CRB), procedure is adhered to by all managers when recruiting staff.
- The welfare of children and young person's remains paramount.
- All children, whatever their age, culture, disability, gender, language, racial origin, religious beliefs have the right to be protected from harm.
- All suspicions and allegations of abuse, bullying, or other form of harm are taken seriously and reported to the clients' Child Welfare/Protection Officer, or other member of staff designated by the client.
- All staff are briefed on this policy along with their responsibilities and reporting procedures.
- All staff involved in working in educational establishments, nurseries, etc. must have a current valid DBS Disclosure, (formerly Enhanced C.R.B Disclosure).



Mrs. Nicola Holmes  
Managing Director

Reviewed: 9<sup>th</sup> January 2023

WCSL-QHSE-PS-007(5)

## APPENDIX 15 PENSION

### Wetton's Cleaning Services Ltd pension scheme - a change in the law that affects you

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Dear Colleague

To help people save more for their retirement, the government requires employers to enrol their workers into a workplace pension scheme. This applies to those workers who aren't already in one, and who

- earn over £10,000 a year (£833 a month), (£769 every 4 weeks)
- are aged 22 or over; and
- are under State Pension age.

We are enrolling these workers into our workplace pension scheme automatically within 3 months of joining if they are Eligible Workers.

#### *Why is this happening?*

The government's aim is to get more people to have another income, on top of the State Pension, when they come to retire. The full basic State Pension in 2023-24 is £203.85 a week for a single person.

Employers are enrolling their workers automatically into a scheme to make it easier for people to start saving.

#### *How it will affect you*

#### ***If you are already in a Final Salary Pension and Transfer (under TUPE) to Wettons:***

**You will be automatically enrolled into a suitable Final Salary pension.**

I am pleased to confirm the scheme is a qualifying pension scheme, which means it meets or exceeds the government's new standards.

#### **A commitment from us**

- we must by law continue to maintain your membership of a scheme that meets certain government standards; and

- if your membership of such a scheme ends (and it is not because of something you do or fail to do), we must by law put you into another scheme that meets government standards straightaway.

Further information on the pension scheme can be found on the last page of this letter.

#### ***If you are already in a Defined Contribution Pension Scheme and Transfer (under TUPE) to Wettons:***

**Wettons will automatically enrol you into the NEST Pension Scheme immediately on transfer.**

Unless your TUPE Agreement specifically states that any worker transferring will be postponed up to 3 months before enrolled into the NEST Pension Scheme.

***If you are NOT already in our workplace pension scheme on joining, what happens depends on how old you are and how much you are earning on that date.***

***If on that date you are aged 22 or over, under State Pension age, work or usually work in the UK, and earn more than £10,000 a year (£833 a month) (£769 over 4 weeks):***

**We will enrol you into our pension scheme within 3 months of joining Wettons Cleaning Services Ltd. You don't have to do anything – it will happen automatically.**

- You can choose to opt out of the scheme if you want to, but if you stay in you will have your own pension which you get when you retire;
- Wettons Cleaning Services Ltd and you will pay into it every month;
- The government will also contribute through tax relief;
- Your pension belongs to you, even if you leave us in the future;

We will write to you nearer the time with further information on the pension scheme.

***If you are aged under 22 years, or over State Pension age (but under 75), or earn more than £6,240 (£520 a month) (£480 - 4 weekly) but not more than £10,000 a year (£833 a month) (£769 - 4 weekly)***

**We will not be automatically enrolling you** into the pension scheme. This is because you do not meet the criteria set by the government (see first paragraph of this letter). However, you have the right to join the scheme if you want to. Both you and Wettons Cleaning Services Ltd would pay into it.

***If you are under 75 and earn £6,240 or less a year (£520 or less a month) (£480 – 4 weekly)***

**We will not be automatically enrolling you** into our workplace pension scheme. This is because you do not meet the criteria set by the government (see first paragraph of this letter). However, if you ask us to do so, we will enrol you into a pension scheme.

We would not contribute to this pension as you do not earn over £5,772 a year. (This is the earnings level set by the government. Employers only have to contribute to worker's pensions if they earn over this amount).

#### **[What to do if you want to join a pension scheme now](#)**

If you want to join a pension scheme now, contact Wettons Payroll Department at head Office in writing by sending a letter, which has to be signed by you. Or if sending it electronically, it has to contain the phrase "I confirm I personally submitted this notice to join a workplace pension scheme". The email address for the Wettons Payroll Department is [Pension@wettons.co.uk](mailto:Pension@wettons.co.uk).

You will then be sent further information and confirmation you are being enrolled.

#### **[Where to go for further information](#)**

Wettons Cleaning Services Ltd have arranged for the National Employment Savings Trust (NEST) to provide you with a suitable pension plan. It will be NEST that will be providing the administration of our pension arrangements for auto enrolment for you. If you need further information about their pension please contact NEST on 0300 020 0090 or email [support@nestpensions.org.uk](mailto:support@nestpensions.org.uk).

When you are auto enrolled into the pension's scheme you will be sent further details on the pension plan.

Wettons Cleaning Services Ltd will not be able to advise you on the opt out procedure. Full details can be obtained from NEST directly.

You may have questions about workplace pensions and saving for your retirement.

More information on pensions and saving for later life can be found on:

<https://www.gov.uk/workplace-pensions>

Yours sincerely

**Mr Jason Baker**  
**Financial Director**

### **Further Notes**

**Q: I am younger than 22: if I don't join the pension scheme now, what happens when I reach 22?**

**A: If you are earning more than the minimum (currently £10,000 a year, £833 a month) (£769 – 4 weekly) when you reach 22, you will be automatically enrolled into our workplace pension scheme. We will write to you again, nearer to your 22nd birthday, to give you all the information you need.**

*You can choose to opt out of the scheme if you want to, but if you stay in you will have your own pension which you get when you retire. Wettons Cleaning Services Ltd and you will pay into it every month.*

**Q: I don't earn more than £10,000 a year (£833 a month) (£769 – 4 weekly), if I earn more in the future, what will happen?**

**A: If you earn more than the minimum (currently £833 a month) (£769 – 4 weekly), you will be automatically enrolled into our workplace pension scheme, so long as you are aged 22 or over, are under State Pension age, and work or usually work in the UK.**

*If this happens, we will write to you again to give you all the information you need. You can opt out of the scheme if you want to, but if you stay in you will have your own pension which you get when you retire. Wettons Cleaning Services Ltd and you will pay into it every month.*

*The money in your pension will belong to you, even if you leave us in the future. If you are aged under 22 or over State Pension age when you earn more than £833 a month then you will not be automatically enrolled, but you will have the right to join our workplace pension scheme if you want.*

**Q: I don't earn more than £10,000 a year (£833 a month) (£769 – 4 weekly), if I earn more in the future, what will happen?**

**A: If you start to earn more than £481 a month (£444 – 4 weekly) but not more than £833 a month (£769 – 4 weekly), you will not be automatically enrolled but you will have the right to join our workplace pension scheme if you want.**

*Wettons Cleaning Services Ltd and you will pay into it every month.  
The money in your pension will belong to you, even if you leave us in the future.*