

ORIGINAL TALENT GROUP

Staff Handbook

(June 2017)

INTRODUCTION

This Staff Handbook applies to all employees in the Original Talent Group (the "Group"). At the time of writing this includes the following entities: Original Talent Limited; Original Talent EBT Limited; Curtis Brown Group Holdings Limited; Cuba Pictures Limited; Curtis Brown Group Limited; Curtis Brown Creative Ltd; Conville and Walsh Limited; Cuba Pictures (Broken) Limited; Cuba Pictures (London Road) Ltd; JSMN (CD) Ltd; Cuba Rights Ltd; The Ones Below Limited; CPL Coalition Limited; CPL Godman Limited, Fane Productions Limited and DAA Management Limited.

The above list may vary should the Group structure change in the future. References to the "Company" in this Handbook are to be construed as referring to the employees' or workers' relevant employer or engaging entity, as applicable.

References to "Group Company" in this Handbook means any holding company or subsidiary of the Company from time to time and any other subsidiary of any holding company of the Company from time to time, where "holding company" and "subsidiary" have the meanings given in section 1159 of the Companies Act 2006.

This Handbook has been produced to give you information on:

- a. The further terms and conditions of your contract of employment with the Company (these are written in **blue ink**). These sections only apply to employees whose offer letter or contract of employment (your "Contract of Employment") refers to the Original Talent Group Staff Handbook.

- b. The Group's personnel policies and practices.

Some policies also apply to everyone who does work for the Group or works on our premises, including consultants, contractors, casual and agency workers, directors and office-holders. Please check individual policies for details.

Where the contents of these policies and practices are inconsistent with any previous policies and procedures (i.e. as set out in a previous version of a Handbook), then the policies and procedures set out in this Handbook will apply.

These policies and practices may, at the Group's discretion, be altered or discontinued, or new ones introduced, at any time. There may also be changes in legislation that mean certain parts of this Handbook must be updated. You will be informed in writing of any alterations and the changes will become effective from the date of that written notice.

Where there are any inconsistencies between this Handbook and your Contract of Employment, then the terms detailed in your Contract of Employment will apply.

Please note that certain benefits are available only to eligible employees, for example, based on length of service and seniority.

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1 ANNUAL LEAVE ENTITLEMENT / HOLIDAY

- 1.1 The Group's holiday year runs from January to December.
- 1.2 If you start or leave your employment during a holiday year then holiday entitlement for that year will be calculated pro rata for each complete month of service in that holiday year.
- 1.3 All holiday requests must be approved by the Company. Annual leave must be taken at a time convenient to the Company and not more than 10 days' leave is to be taken at one time without specific permission. Requests for annual leave must be made as early as possible and ideally at least twice as many days in advance as the number of days leave applied for.
- 1.4 The Company reserves the right to refuse a request for leave if the needs of the Company's business require you to be present.
- 1.5 Annual leave may not be carried forward from one calendar year to the next and no payment will be made in respect of holidays that have not been taken during a year except on termination of the Company's employment.
- 1.6 The directors of the Company may, at their discretion, close the offices between Christmas and New Year. In these circumstances, you will be required to use four days of your holiday entitlement to cover this period. The Company will notify you of any Christmas closure as soon as possible each holiday year.
- 1.7 The directors of the Company may, at their discretion, grant an extra day's paid holiday over Christmas and this will vary from year to year.
- 1.8 If the Company or you have given the other notice of termination of employment, the Company may require you to use any remaining holiday entitlement during the notice period.
- 1.9 If your employment terminates part way through a holiday year the Company will pay you 1/260 of your salary (or for part time workers, your full time equivalent salary) for each day's holiday which has accrued for that holiday year but not been taken. If you have exceeded your accrued entitlement, you must repay the appropriate sum (adopting the same calculation set out above). The Company may deduct any repayment from any sums due to you.

For part time workers:

- 1.10 You shall have a pro rata entitlement to the usual public holidays in England and Wales or days off in lieu.

2 YOUR SALARY

- 2.1 You will be paid monthly in arrears by direct credit into your nominated bank account, normally on the last working day of each calendar month.
- 2.2 You will receive a monthly pay slip detailing gross pay and deductions.
- 2.3 The Group normally reviews salaries annually in March. You will be notified in writing of any change to your salary. However, there is no right to a review or to an increase. When reviewing salaries, the Company may take into account whatever factors it considers appropriate. These will not necessarily be the same from year to year or as between employees of similar status. Any increase is discretionary. The Company will not pay any increase (whether notified to you or not) if either party has given the other notice of termination of employment before that increase takes effect.

- 2.4 Overtime will not be paid nor, except in exceptional circumstances, will time off in lieu be given for additional hours worked. Staff members will be told in advance by their Manager whether any requests for them to work additional hours will entitle them to time off in lieu.
- 2.5 The Company reserves the right at any time during or on the termination of your employment to deduct from your salary any overpayment made and/or monies owed to the Company by you including but not limited to any excess annual leave, outstanding loans, advances, relocation expenses and the cost of repairing any damage or loss of the Company's property caused by you.
- 2.6 With prior approval, the Company will reimburse you for all travelling and other expenses reasonably incurred in the course of your duties on the production of appropriate vouchers or receipts. Prior approval must be obtained from your Manager before expenses in excess of £500 are incurred.

3 CONFIDENTIALITY

- 3.1 During your employment you may come into the possession of trade secrets or other Confidential Information relating to the Company, any Group Company or its business. You may also come into the possession of similar Confidential Information concerning third parties to whom the Company or any Group Company owes an obligation of confidence. You hereby agree that you will not use, or disclose any such information to any third party, in any manner during or after your employment except in the proper course of your employment or as required by law.

In this clause 3, and subject to clause 3.3 below, "Confidential Information" shall include:

- a) The identities of, and lists of, the Company's or any Group Company's actual or potential clients;
 - b) Details of relationships or arrangements with or knowledge of the requirements of the Company's or any Group Company's actual or potential clients, including terms of business and pricing arrangements in force or under discussion;
 - c) details of the Company's or any Group Company's business methods, finances, prices or pricing strategy, marketing or development or management plans or strategies or forecasts;
 - d) Details of any tenders, pitches or presentations proposed or made by the Company or any Group Company;
 - e) Personal information about any of the Company's or any Group Company's directors or employees;
 - f) Information divulged to the Company or any Group Company by a third party in confidence; and
 - g) Any information relating to the Company or any Group Company or any of their clients which the Company, Group Company or the client in question reasonably considers (or is likely to consider) to be confidential.
- 3.2 The provisions of this clause shall not apply to information which is in or enters the public domain other than directly by reason of your default or which you are required by law to disclose.
- 3.3 This clause shall also not preclude you from making a disclosure of confidential information insofar as such a disclosure is protected by the Public Interest Disclosure Act 1998.

4 POST EMPLOYMENT RESTRICTIONS

4.1 In order to protect the Company's and any Group Company's confidential information, trade secrets, goodwill, customer/client base, potential customer/client base, supplier base, other business connections and stable workforce, you agree to be bound by the restrictions set out below.

4.2 In this clause:

'Key Employee' means any person who during the period of three (3) months ending on the Termination Date either was employed or engaged by the Company or any Group Company as an agent or was an employee of the Company or any Group Company and who could materially damage the interests of the Company or any Group Company if they became employed or engaged in any business concern in competition with the Company or any Group Company;

'Group Company' means any holding company or subsidiary of the Company from time to time and any other subsidiary of any holding company of the Company from time to time, where "holding company" and "subsidiary" have the meanings given in section 1159 of the Companies Act 2006.

'Person' means individual, firm, company, association, corporation or other organisation however constituted;

'Restricted Activities' means any business or activities of the Company or any Group Company at the time of the termination of your employment with which you were involved to a material extent during the period of nine (9) months ending on the Termination Date; and

'Restricted Client' means any Person including, but not limited to, authors, playwrights, actors, presenters, directors, screenwriters, illustrators and performers who, during the period of six (6) months immediately before the Termination Date, were clients of, or in a habit of dealing with, the Company or any Group Company and with whom you had material dealings in the course of your employment during that period or in respect of whom you obtained or otherwise received confidential information (as defined in your contract of employment). For the avoidance of doubt *'Restricted Client'* shall not mean any Person whose habit of dealing with the Company or any Group Company is limited solely to negotiating for and/or utilising the services of the Company or any Group Company's clients.

'Restricted Income' means the income that accrues or should accrue to your new employer, to a company to whom you provide services or to you (if, for example, you are a sole trader) from any contract or transaction (or any associated contract or transaction) including options, renewals, residuals, overseas sales and any other income derived from such a contract or transaction (or any associated contract or transaction) entered into or agreed to be entered into by a Restricted Client as a consequence of your professional dealings with the Restricted Client during the restriction period (as set out below) whether or not the income due thereunder is paid or due to be paid during or after the restriction period ('the Original Contract'). In the event that the Original Contract permits the re-negotiation of all or any income arising therein and the parties to the Original Contract elect to re-negotiate the income ('the Revised Contract'), the Restricted Income shall mean only the amount arising under the Original Contract and you, your new employer, or the company to whom you provide services, shall be entitled to all income due on the balance between the Original Contract and the Revised Contract;

'Termination Date' means the date of termination of your employment with the Company.

4.3 You will not for a period of nine (9) months following your Termination Date, in the course of any business which is in competition with the Restricted Activities, solicit or try to solicit,

employ or engage or offer employment to or otherwise endeavour to entice away from the Company or any Group Company any Key Employee.

- 4.4 You will not for a period of nine (9) months following your Termination Date accrue or be materially involved in the accrual of any Restricted Income from a Restricted Client. In the event that you breach this clause 4.4, the Company and/or any relevant impacted Group Company, shall recover from you (and you agree that the Company and/or any relevant impacted Group Company shall so recover) as liquidated damages 50% of the Restricted Income (which, for the avoidance of doubt, the Company believes is a realistic estimate of the damage that the Company and/or any relevant impacted Group Company is likely to suffer from business lost to the Company and/or any relevant impacted Group Company during the restricted period bearing in mind the cost base of the Company and/or any relevant impacted Group Company and the overall investment made by the Company and/or any relevant impacted Group Company in its client list). The Company and/or any relevant impacted Group Company's entitlement to the Restricted Income shall be subject to an absolute time limit of seven (7) years from the Termination Date.
- 4.5 You represent and warrant to provide, and (if relevant) to use your best endeavours to obtain, from your new employer or from any company for which you provide services, all information and accounts that the Company may need to establish the Restricted Income.
- 4.6 Any period of restriction set out above (in clause 4.3 or 4.4) will be reduced by one day for every day during the notice period which the Company required you both to remain away from its premises and not to carry out your normal duties.
- 4.7 You agree that the Company is entering into the above restrictions and all relevant definitions for its own benefit and as trustee for each Group Company. For the avoidance of doubt, any Group Company shall be able to enforce directly the benefit of this clause 4.
- 4.8 You undertake that you will supply a third party with a full copy of this clause 4 when you agree to or accept an offer of employment or a consultancy arrangement during the period for which any restriction set out above (in clause 4.3 or 4.4) remains in force. If you accept any such offer, you undertake that you will immediately notify the Company of the identity of the employing entity and your acceptance of the offer.
- 4.9 The obligations imposed on you by this clause 4 extend to you acting not only on your own account but also on behalf of any firm, company or other person and shall apply whether you act directly or indirectly.
- 4.10 For the avoidance of doubt, you shall not account to the Company for any commission or other income earned by you on any activity whatsoever which does not involve either directly or indirectly a Restricted Client.
- 4.11 Nothing in this clause shall preclude you from holding (directly or through nominees) investments listed on the Official List of London Stock Exchange plc or in respect of which dealing takes place in the Alternative Investment Market or any recognised stock exchange as long as you do not hold more than 5 per cent of the issued shares or other securities of any class or any one company.
- 4.12 At no time after the Termination Date shall you directly or indirectly represent yourself as being interested in or employed by or in any way connected with the Company or any Group Company, other than as a former employee of the Company.
- 4.13 You agree that, having regard to all the circumstances, the restrictions contained in this clause are reasonable and necessary for the protection of the Company and any Group Company and that they do not bear harshly upon you and you agree that:

- a. each restriction shall be read and construed independently of the other restrictions so that if one or more are found to be void or un-enforceable as an unreasonable restraint of trade or for any other reason the remaining restrictions shall not be affected; and
- b. if any restriction is found to be void but would be valid and enforceable if some part of it were deleted, that restriction shall apply with such deletion as may be necessary to make it valid and enforceable.

5 NOTICE PERIODS

- 5.1 The Company may forthwith terminate your employment, without notice or payment in lieu of notice, if:
 - a. you commit any serious or repeated breach or non-observance of this Handbook or your Contract of Employment or refuse or neglect to comply with any reasonable and lawful directions of the Company or any Group Company;
 - b. the Company reasonably considers that you are guilty of gross misconduct;
 - c. the Company reasonably considers that you have materially damaged or risk materially damaging your own or the Company's or any Group Company's reputation;
 - d. you are in breach of any warranty given in this Handbook or your Contract of Employment;
 - e. you fail or cease to meet the requirements of any regulatory body whose consent is required to enable you to undertake all or any of your duties under your Contract of Employment or are in serious breach of the rules and regulations of such regulatory body or of any of the Company's or any Group Company's compliance manual;
 - f. you become prohibited by law from being a director, whether or not you are a director of the Company or any Group Company at the time;
 - g. you become bankrupt or make any arrangement or composition with or for the benefit of your creditors generally; or
 - h. you are convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed).
- 5.2 Subject to the above (and otherwise provided for in this Handbook) your employment as an agent shall continue unless and until terminated by either party giving to the other not less than three (3) calendar months' prior notice in writing to that effect at any time or such other period as set out in your Contract of Employment.
- 5.3 If you are not employed as an agent with the Company, your notice period will be found in your Contract of Employment.
- 5.4 The Company reserves the right in its discretion to pay you in lieu of notice, in whole or in part, based on salary only.
- 5.5 During all or any part of any period of notice (whether notice is given by you or by the Company) the Company shall be under no obligation to provide any work for you and reserves the right to exclude you from its premises (known as 'Garden Leave Period'). Further details will be set out in your Contract of Employment.
- 5.6 Your salary and benefits will not cease to be payable by reason of any suspension or exclusion pursuant to clause 5.5 above.

6 COLLECTIVE AGREEMENTS

- 6.1 Your employment is not subject to any collective agreement between the Company and any trade union.

7 NOTICES

- 7.1 It is your responsibility to ensure that the Company has the correct details of your home address and other contact details. If your home address details change then you must inform the Company.
- 7.2 Any notice to be given by a party under either this Handbook or your Contract of Employment must be in writing in the English language and must be given by delivery at, or by sending by first class post or other faster postal service, or telex, facsimile transmission or other means of telecommunication in permanent written form (provided the addressee has her or its own facilities for receiving such transmissions) to the last known postal address or relevant telecommunications number of the other party.
- 7.3 Where a notice is given by sending it in a manner described in 7.2 above then it shall be deemed to have been received when in the ordinary course of the means of transmission it would be received by the addressee. To prove the giving of a notice it shall be sufficient to show it was dispatched. A notice shall have effect from the sooner of its actual or deemed receipt by the addressee.

8 LAW JURISDICTION

- 8.1 The contractual provisions of this Handbook together with your Contract of Employment shall be governed by the laws of England and subject to the exclusive jurisdiction of the English Courts.

9 RETIREMENT POLICY

- 9.1 This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.
- 9.2 The Group has no fixed retirement age, although this will be reviewed from time to time by the Group to reflect our business needs. The Group acknowledges that retirement is a matter of choice for individuals and will not pressurise staff into resigning because they have reached or are approaching a certain age.
- 9.3 The Group is proud to employ people of all ages and consider that age diversity is beneficial to the organisation. The Group are committed to not discriminating against staff because of age and adhere to the principles set out in our Diversity and Equal Opportunities Statement.
- 9.4 This policy aims to create a framework for workplace discussions, enabling you to express your preferences and expectations with regard to retirement and enabling us to plan for our business.
- 9.5 You or your manager may want to discuss your short, medium and long-term plans, as the need arises. For example, a promotion opportunity may arise, or, if your circumstances change, you may want a different working pattern or to stop work altogether. The Company needs to plan for the business, and so may indicate to staff from time to time that it would be helpful to know what their plans are. There is no obligation for us or you to hold workplace discussions about your future plans, but it may be mutually beneficial to do so.
- 9.6 The Company will not make generalised assumptions that performance will decline with age, whether due to competence or health issues. If the Company thinks there are problems with

your performance or ill-health, these will be dealt with in the usual way, through a capability procedure or according to our sickness absence policy.

- 9.7 If a workplace discussion takes place for the purposes described in paragraph 9.6 above, the Company will aim to make it as informal as possible.
- 9.8 During any workplace discussion:
- (a) the Company will not assume that you want to retire just because you are approaching a certain age, such as state pension age; and
 - (b) the Company will not make discriminatory comments, suggesting that you should move on due to age.
- 9.9 If you indicate that you are thinking of retiring, you are free to change your mind at any time until you have actually given notice to terminate your employment.
- 9.10 Your employment or promotion prospects will not be prejudiced because you have expressed an interest in retiring or changing work patterns.
- 9.11 If you express an interest in moving to a more flexible working pattern or changing role, the Company will confirm that this is what you want before any action is taken which could affect your employment, such as a change to your role or responsibilities. Please refer to our Flexible Working Policy.
- 9.12 If you have decided to retire, the Company would appreciate as much notice as possible, although you should give the Company at least the notice you are obliged to give under your contract of employment.

10 DIVERSITY AND EQUAL OPPORTUNITIES STATEMENT

- 10.1 The Group is an equal opportunity employer. The Group are committed to ensuring within the framework of the law that our workplaces are free from unlawful or unfair discrimination on the grounds of colour, race, nationality, ethnic or national origin, sex, sexual orientation, age, marital status, disability, religion or religious belief.
- 10.2 To ensure that our staff achieve their full potential and that all employment decisions are taken without reference to irrelevant or discriminatory criteria. All employees have a right to equality of opportunity. Breach of the equal opportunity policy is potentially a serious disciplinary matter. Anyone who believes that he or she may have been disadvantaged on discriminatory grounds is entitled to raise the matter through the grievance procedure.

11 NOTIFICATION OF SICKNESS AND OTHER ABSENCE

- 11.1 If you are unable to come to work for any reason then you must inform Reception of your absence and the reasons for it or arrange for someone to do so on your behalf. You should do this by 10.30 am on each working day of absence. Reception will pass this information to your manager.
- 11.2 If you do not comply with this requirement then the Company may take disciplinary action against you and you may forfeit your right to sick pay.
- 11.3 If you are absent from work due to sickness or injury which continues for more than five working days then you must provide the Company with a medical certificate by the 8th day of sickness or injury. Thereafter medical certificates must be provided to the Company to cover any continued absence. The Company, however, reserves the right to ask for a medical certificate earlier than on the 6th working day.
- 11.4 You are required to complete a Self-Certification form following your return to work after a period of absence which has continued for 3 working days or more, or which has not previously

been authorised by the Company. On this form you must state the dates of and the reason for your absence, including details of sickness on non-working days, as this information is required by the Company for calculating Statutory Sick Pay entitlement.

- 11.5 The Company reserves the right to require you to be examined at any time by a medical practitioner of the Company's choice (at the Company's expense). The Company also reserves the right to stop contractual sickness absence payments if the Company is advised by the doctor that you are fit to return to work or if you refuse to undergo a medical examination.

12 SICK PAY

- 12.1 Sick pay is paid at the discretion of the directors during any probationary period. If you have 12 months continuous service with the company and subject to certain conditions (see Table 15.2), the Company shall continue to pay you at your normal rate of pay during any period of absence through sickness or injury up to a maximum of 6 months in any rolling 12 month period.

In order to receive Company Sick Pay, you must produce a medical certificate for periods of absence of more than 7 consecutive days. If you produce a medical certificate, then your normal rate of pay will be reduced by an amount equal to any Statutory Sick Say (SSP) that you may be entitled to claim (even if you don't claim these statutory benefits).

The company is entitled to choose not to pay you during periods of absence of six consecutive days or less, where a medical certificate is not available and where you cannot claim SSP/Sickness Benefit and which, in total, exceed ten working days in any rolling 12 month period.

The Company reserves the right to terminate your contract of employment on notice should your absence through sickness exceed 28 weeks in any 12 month period.

12.2 Table: Period of Service/Remuneration rates during absence

PERIOD OF SERVICE	REMUNERATION CONTINUES DURING ABSENCE OF UP TO :
Under one year	<i>Paid at the directors' discretion</i>
One year or more but less than three years	Two months
Three years or more but less than five years	Three months
Five years or more	Six months

13 STRESS POLICY

13.1 Purpose and Scope

The Group acknowledges the effects of untreated, long-term stress on the individual and have designed the following policy to help avoid and alleviate any unacceptable levels of stress experienced by the Group's employees.

13.2 Procedure

- (a) Where appropriate, a risk assessment of stress in the workplace will be carried out under the Management of Health and Safety at Work Regulations 1992.
- (b) Symptoms of stress include: problems sleeping; dietary problems; mood swings; lethargy; inability to concentrate; fatigue; emotionalism; chest pains; palpitations; sweating and a racing heart. If you suffer from any of these symptoms, then you should consult your GP without delay.
- (c) If you think that you may be suffering from stress for reasons connected with your working conditions or work-load, you should approach HR who will deal with the issue promptly and in the strictest confidence. The Company will make all reasonable efforts to reduce any work-related stress.
- (d) Any employee noting symptoms of stress in a colleague should approach HR who will act in strict confidence.
- (e) Formal stress counselling might be arranged where appropriate. Any request for counselling should be made (in confidence) to HR who will discuss the request with you.
- (f) On return to work from any period of stress-related illness, the Company will take account of medical advice (if appropriate and available) and the needs of the business when determining which duties are most appropriate.

14 COMPASSIONATE LEAVE

14.1 The Group recognises that it is important to balance the need to maintain work priorities with the needs of an individual employee at a time of great personal stress. There will be occasions which cannot be predicted and which leave individuals with difficulty in achieving the balance between home and work. Any request for compassionate leave will be treated in confidence. In the event that your Head of Department is not available please contact the HR Manager.

15 ACCESS TO MEDICAL REPORTS

15.1 Under certain circumstances it may be necessary for the Company to obtain a Medical Report from an employee's Doctor/Specialist in order to establish:

- Reason for absence.
- Duration of absence.
- When the employee will be able to return to work.
- What, if any, treatment is being prescribed.
- Whether the problem will recur.
- Whether the employee can do all the duties of the job.

The above will enable the Company to plan work-loads. It is in the interests of both you and the Company to establish your ability to work with the benefit of expert medical opinion.

- 15.2 You have certain rights under the Access to Medical Reports Act 1988. Before the Company can apply for a medical report from your doctor or any other medical specialist, we need your written consent. Before doing so, however, you should read this carefully as it sets out your rights under the Access to Medical Reports Act 1988 and the procedures for dealing with reports. You do not have to give your consent but, if you do, you can say whether you wish to see the report before it is sent to us.
- 15.3 The Company would stress that no decision will be made that could affect an individual's employment without full consultation with that individual and careful consideration of the circumstances. Where the Company wishes to obtain a medical report, you will be asked for your written consent.
- 15.4 **YOUR RIGHTS IN FULL**
- (a) You may withhold your consent to the report being sought.
 - (b) You can request to see the report before it is forwarded to us the Company.
 - (c) If you say you wish to see the report, we will let you know when we write to the doctor/specialist and tell him/her you wish to see the report. You will then have 21 days to contact the doctor/specialist about arrangements for you to see it.
 - (d) If you say you do not wish to see the report, we do not have to notify you if we apply for one. If, however, before the report is sent to us, you write to the doctor/specialist saying that you do wish to see the report, you will then have 21 days to arrange to see it.
 - (e) 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). Whether or not you said you wished to see the report before it is/was sent to us, if you ask then the doctor/specialist must let you see a copy.
 - (f) If you have seen the report before it is sent to us, the doctor/specialist cannot submit it until he/she has your consent. You may write to the doctor/specialist asking them to amend any part of it which you consider to be incorrect or misleading. If the doctor/specialist is not in agreement you may attach to the report a statement of your views on any part which the doctor is not prepared to alter.
 - (g) The doctor is not obliged to let you see any part of the report if, in his/her opinion, you or others would be harmed by it. This means if the doctor/specialist thought the report or part of it would be likely to cause harm to your physical or mental health, to that of others, or would indicate the doctor's intentions towards you, or if disclosure of the report would be likely to reveal information about you, or the identity of another person who has supplied information about you (unless that person has consented) or the information relates to, or has been supplied by, a health professional involved in caring for you. In such cases, the doctor/specialist must notify you and you will be limited to seeing any remaining part of the report. If it is the whole report which is affected, the doctor/specialist must not send it to us unless you give your consent.

Notes:

The Company will only request a medical report to assist in the identification of any factors which may be affecting your health, to establish whether it will affect your ability to perform your duties and how long the illness is likely to last.

- 15.5 Any decisions affecting your employment will be taken only after full consultation with you, and a careful consideration of all the circumstances. You are entitled to withhold your consent but if you do so, we may reluctantly be forced to make decisions affecting your employment without the benefit of expert medical opinion.

15.6 Consent Form to obtain private medical report

The Company requires your consent before we can apply for a medical report from your GP. You have certain rights under the Access to Medical Reports Act 1988 details of which are set out in section 18.4 You should read them before signing this form, but the main points are as follows:-

- (a) You may withhold consent to the report being sought.
- (b) You can see that report before it is sent to us, or during the six months after that.
- (c) You may ask your doctor to amend any part of the report which you consider to be incorrect or misleading. If the doctor is not in agreement, you may attach a statement of your views to the report.
- (d) The doctor can withhold the report, or part of it, from you if he/she thinks you would be harmed by seeing it.

An example of the form 'Consent to Obtain a Medical Report' is shown on page 15

An example of the form 'Consent to Approach a GP' is shown on page 21

An example of the form 'Consent to Obtain a Medical Report' is shown below.

I have been informed of my statutory rights under the Access to Medical Reports Act 1988.
I consent to [] seeking medical information from my doctor and/or my Consultant as detailed below:
The name of my GP is:
Address:
.....
Telephone number:

The name of my Consultant is:
Telephone Number:

I wish to see the report before it is sent to []

I do not wish to see the report before it is sent to []

(Please tick one box only)

Name (please print):

Signature: Dated:

An example of the form 'Consent to approach GP' is shown below

I give my permission for [] of [] to approach my General Practitioner, Dr [] for further information about my medical condition and for an indication of when I will be able to resume my duties.

I understand that I have the following rights under the Access to Medical Reports Act 1988:

1. To have access to the report prior to it being supplied to []

(I understand that I may be charged if I request a copy).

I do/do not* wish to exercise this right. * Delete as appropriate.

(If I choose not to exercise this right, I understand that I have the right to have access to the report at any time during the 6 months following its issue).

2. If I exercise my right under 1 above, and do not respond within 21 days of the issue of the report, I confirm that the report can be forwarded to [].

3. That within the 21 days referred to in 2 above, I may request in writing that my doctor amend any part of the report which I consider misleading or incorrect, or if my doctor is not prepared to do so, that the statement of my views is attached to the report prior to it being sent to [].

Name (please print):

Signature: Dated:

16 JURY SERVICE

- 16.1 Jury Service is a public duty. Unless someone is disqualified, has the right to be excused or has a valid reason for discretionary excusal then they must serve.
- 16.2 If you are called for Jury Service, you should inform your immediate manager or HR immediately. In certain exceptional circumstances, the Company may support an application for you to be excused from Jury Service.

CLAIMING EXPENSES

- 16.3 Expenses can be claimed after you have completed your Jury Service. This can include travel expenses and loss of earnings or benefits. You will have received a claim form with your summoning papers.
- 16.4 You should ask HR to complete the earnings declaration on the summoning papers. You will be expected to claim the appropriate "loss of earnings" allowance, and an equivalent deduction will be made from your salary. At the end of your Jury Service, please inform HR of the number of days you actually served.

17 WHISTLEBLOWING (PUBLIC INTEREST DISCLOSURE) POLICY

Introduction

- 17.1 The Group always conducts its business with the highest standards of integrity and honesty. It expects you to maintain the same standards in everything you do. You are therefore encouraged to report any wrongdoing by the Group or its employees that falls short of these business principles.
- 17.2 The Public Interest Disclosure Act 1998 protects employees who report wrongdoing within the workplace but it is the aim of this policy to ensure that as far as possible our employees are able to tell us about any wrongdoing at work which they believe has occurred or is likely to occur.
- 17.3 The Group recognises that employees may not always feel comfortable about discussing their concerns internally, especially if they believe that the Group itself is responsible for the wrongdoing. The aim of this policy is to ensure that you are confident that you can raise any matter with the Company that concerns you in the knowledge that it will be taken seriously, treated as confidential and that no action will be taken against you.
- 17.4 You are encouraged to use the procedure set out below if you have any concerns about wrongdoing at work, including any criminal offence, a failure to comply with legal obligations, a miscarriage of justice, a health and safety danger, an environmental risk or a concealment of any of these.

Procedure

- 17.5 If appropriate, discuss the matter with your manager in the first instance. An informal approach to your manager will be treated as completely confidential and will not result in any report to anyone within the Group unless you agree.
- 17.6 If the matter requires further investigation, then an investigation will be carried out and you will be informed of the outcome of the investigation and what, if any, action has been taken.
- 17.7 If you remain unhappy about the speed or conduct of the investigation or the way in which the matter has been resolved, you should refer the matter to a Director. When he/she has

investigated your complaint he/ she will tell you the result of the investigation and what, if any, action has been taken.

- 17.8 The Group undertakes that no employee who makes a bona fide report under this procedure will be subjected to any detriment as a result, in accordance with section 47B of the Employment Rights Act 1996. In the event that you believe you are being subjected to a detriment by any person within the Company as a result of your decision to invoke the procedure you must inform a director immediately and appropriate action will be taken to protect you from any reprisals.
- 17.9 If it should become clear that the procedure has not been invoked in good faith, for example for malicious reasons or to pursue a personal grudge against another employee, this will constitute misconduct and will be dealt with in accordance with the terms of the Group's Disciplinary Procedure.
- 17.10 The Group is keen to hear of any concerns that employees may have about wrongdoing at work and encourages you to use the procedure described above wherever possible. The Group recognises there may be matters that cannot be dealt with internally and external authorities will need to become involved. Where this is necessary the Group reserves the right to make such a referral without your consent.

18 DBEIS GUIDELINES

- 18.1 You are obliged to familiarise yourself with the terms of the Conduct of Employment Agencies Regulations 2003 (as amended) and to ensure you operate within these to the best of your ability.

19 OFFICE ADMINISTRATION

- 19.1 In certain circumstances the Group has legal obligations to disclose information to third parties. In order for the Group to meet these obligations, even when the member of staff responsible for an individual matter has left the Group, it is important that all staff undertake an appropriate level of office administration. This will also assist the smooth and efficient operation of the Company on a day to day basis.
- 19.2 Efficient office administration includes, but is not limited to, each member of staff ensuring that the following are carried out:
- a) That all new clients have signed the appropriate "Client Agreement Form" with the Company;
 - b) That all client files are kept in good order and up to date. If a client file is sent off site to be archived, the full details of each file must be carefully recorded in order for the file to be easily retrieved at a later date;
 - c) That addresses and relevant financial details of all clients are kept up to date and accurate. If client details change, the Group's accounts department should be notified immediately;
- and
- d) That the details of client CVs are kept up to date and accurate, both in relation to information contained in hard copy as well as information listed on the Group's website.
- 19.3 In order for all staff to work effectively, it is important that an open flow of information between staff is maintained. From time to time, Head of Departments will outline any specific requirements, but each member of staff should ensure that s/he circulates any information

that might be relevant or useful to colleagues, primarily by email but also at any departmental meetings.

20 INSURANCE

- 20.1 The Group's insurance details are available for all employees who are travelling overseas on business. These should be obtained from the HR Team.

21 PENSION

- 21.1 The Group operates a Group Personal Pension Scheme. Eligibility and terms of membership are available on request from the HR Team. Information is also available from the Company Intranet.

22 LIFE ASSURANCE

- 22.1 The Group operates a Life Assurance scheme. Eligibility and terms of membership are available on request from HR. Information is also available from the Company Intranet.

23 HEALTHCARE SCHEME

- 23.1 The Group currently operates a healthcare scheme with BUPA and any employee wishing to join should make arrangements with HR. After two years' continuous service with the Company and at the scheme's next renewal date (1st July), the Company will fund your subscription charges.

Healthcare is treated by HMRC as a benefit in kind and if you join the healthcare scheme then your tax coding will change to reflect the additional benefit which you receive.

- 23.2 If you are an employee who joined the company before 1 March 2012 then;

27.2.1 After two years' continuous service and at the scheme's next renewal date (1st July) your spouse/partner will also be eligible to join the scheme and the company will also fund their subscription charges. Your spouse/partner will only be eligible to join the scheme if you have joined the scheme.

27.2.2 Should your circumstances change and your relationship with your spouse/partner come to an end then the company will no longer fund their subscription charges.

27.2.3 By arrangement with the directors the scheme may include cover for your children.

- 23.3 If you are an employee who joined the company after 1 March 2012 then;

26.3.1 After two years' continuous service and at the scheme's next renewal date (1st July) your spouse/partner will also be eligible to join the scheme but the company will not be able to fund their subscription charges. You will be liable for the subscription charges on behalf of your spouse/partner (and if applicable your children), should you wish for them to join the scheme.

- 23.4 Your spouse/partner will only be eligible to join the scheme if you have joined the scheme.

- 23.5 You (& your spouse/partner) will be required to complete a medical questionnaire in order to join the scheme.

- 23.6 You may cancel your (& your spouse's/partner's) membership of the scheme at any time.

23.7 **Definitions**

- SPOUSE: A Spouse is someone to whom you are legally married
- PARTNER: This applies to a person of the opposite or same sex with whom you have a domestic, quasi-marital relationship and to whom at least one of following situations applies: He or she:
 - (a) is the natural or adoptive parent (legal or in fact) of your child;
 - (b) has had a quasi-marital relationship with you for at least 6 months

23.8 Further information on the healthcare scheme is available from HR and the Company Intranet.

24 **SMOKING**

24.1 Smoking on the Group premises is prohibited.

25 **ANNUAL TRAVEL SEASON TICKET LOAN**

25.1 You will be eligible for an interest free annual travel season ticket loan for an annual season ticket provided that you have completed at least 12 months' service with the Company. Annual travel season ticket loans are made subject to the following conditions:-

- The loan will be repayable in 12 monthly deductions from your salary starting on the first salary date after the loan starts;
- The loan must be repaid by the time your annual travel season ticket expires.
- If you leave the Company, the total amount of the loan outstanding will immediately become re-payable. The balance will be deducted from your net salary or other monies due to you on leaving. If there is insufficient money to repay the loan, you will undertake to return the annual travel season ticket to the Company so that a refund can be obtained or to pay the difference in cash. You undertake to pay any shortfall between the balance of the loan and the surrender value of the ticket.

25.2 Further information on the Annual Travel Season Ticket Loan is available from HR and the Company Intranet.

26 **ALCOHOL AND DRUG ABUSE POLICY**

Alcohol

The Group generally has a relaxed approach to the consumption of alcohol during working hours and recognises that it is often a necessary part of client contact. However, inappropriate behaviour or unacceptable performance caused through excessive alcohol consumption is not acceptable would constitute either misconduct or, where appropriate, gross misconduct in accordance with the Group's Disciplinary Procedure.

26.1 Should you feel that you have, or risk having, a problem with alcohol then you may talk, in strict confidence, either to the Company or to an independent counsellor nominated and paid for by the Company, and where appropriate, seek rehabilitation.

26.2 If the Company believes reasonably that you have, or risk having, a problem with alcohol, it may at its absolute discretion, direct you to undertake counselling or, where appropriate, a programme of rehabilitation nominated by and paid for by the Company. If you are offered or directed to undertake rehabilitation then the Company will determine, in consultation with its medical advisor, an appropriate period of time during which you will be required to undergo medical treatment. During the period of rehabilitation the Company will determine whether you

are fit to return to work. If you are not judged fit to work then you will take leave of absence under the Company's Sick Leave Scheme.

- 26.3 If at any time you disobey an instruction given to you by the Company regarding the rehabilitation or suffer a relapse during or following treatment, then the Company reserves the right to withdraw support and to proceed to deal with the matter under the terms of the Group's Disciplinary Procedure.
- 26.4 On your return to work after having been declared fit for work by the Company's medical advisor, if there is any recurrence of the original problem, or if your performance has been impaired by the problem and you can no longer perform at the required level, then you will be subject to disciplinary action under the Company's Disciplinary Procedure.

Drugs

- 26.5 The possession, use or distribution of drugs for non-medical purposes on Group premises is strictly forbidden. If your doctor prescribes drugs for you that may affect your ability to perform your work, you should discuss the problem with your manager.
- 26.6 If the Company suspects that there has been a breach of the prohibition on substances, or that your work performance or conduct has been impaired through substance abuse, the Company may require you to undergo a medical examination to determine the cause of the problem. If you refuse to undergo a medical examination in such circumstances, your refusal will constitute gross misconduct in accordance with the Group's Disciplinary Procedure.
- 26.7 If, having undergone a medical examination, it is confirmed that you have been positively tested for a controlled drug, or you admit there is a problem, then the Company reserves the right to suspend you from your employment to allow the Company to decide whether to deal with the matter under the terms of the Group's Disciplinary Procedure or to require you to undergo treatment and rehabilitation.

If you are offered rehabilitation the Company will determine, in consultation with its medical advisor, an appropriate period of time during which you will be required to undergo medical treatment. During the period of rehabilitation the Company will determine whether you are fit to return to work. If you are not judged fit to work then you will take leave of absence under the Group's sick leave scheme.

- 26.8 If at any time you disobey an instruction given to you by the Company with regard to the rehabilitation or suffer a relapse during or following treatment, the Company reserves the right to withdraw support and to proceed to deal with the matter under the terms of the Group's Disciplinary Procedure.
- 26.9 On your return to work after having been declared fit for work by the Company's medical advisor, if there is any recurrence of the original problem or if your performance has been impaired by the problem and you can no longer perform at the required level, you will be subject to disciplinary action under the Group's Disciplinary Procedure.
- 26.10 The Company reserves the right to search you or any of your property held on Group premises at any time if there are reasonable grounds to believe that the prohibition on substances is being or has been infringed. The search will be carried out in accordance with the Group rules with regard to searches.
- 26.11 If you refuse to comply with these search procedures, your refusal will normally be treated as amounting to gross misconduct and it will entitle the Company to take disciplinary action. The Group reserves the right to inform the police of any suspicions it may have with regard to the use of controlled drugs by its employees on the Group's premises.

27 TELEPHONE POLICY (including MOBILE PHONES AND PDA DEVICES)

- 27.1 This policy applies to Employees of the Company that use the Group's telephones, but it does not form part of your contract of employment and it shall not give rise to any legal obligation on the part of the Company or the Group. However, you should note that not complying with this policy may lead to disciplinary action.

Introduction

- 27.2 The telephone system is an essential part of the Group's business. Telephone lines should, therefore, be left open for business calls. Any personal calls, either incoming or outgoing, should be avoided during office hours or made during break periods. Personal calls must not take precedence over business calls.

Permitted Use

- 27.3 The Group does recognise that difficulties can arise if routine personal matters such as making appointments with doctors or trades people cannot be dealt with in office hours. It therefore allows employees to use the telephones for brief, private calls provided that this does not interfere with the performance of work duties and responsibilities.
- 27.4 The excessive use of the Group's telephones for personal reasons is prohibited unless prior authorisation has been obtained from your manager.
- 27.5 Employees who violate this rule will be asked to repay the Company for any charges incurred. You are reminded that the Group maintains the right from time to time to monitor and/or record the use of the Group telephone system for business purposes.

Violations

- 27.6 Misuse of the Group telephone system in breach of this policy statement will be considered to be misconduct and will be dealt with within the framework of the Group's Disciplinary Procedure.

Mobile telephone/ PDA calls

- 27.7 If you are provided with a mobile telephone or PDA unit then this is to be used for business telephone calls only. If the telephone is used for private telephone calls, the Company will require you to reimburse the cost of these calls. The Group reserves the right to monitor and record the use of Company mobile telephones/PDA units.
- 27.8 You should take care of the telephone/PDA unit and ensure it is secure at all times. If the unit is stolen, then you should notify the Office Manager immediately. If the Office Manager is not available, then you should take all reasonable steps to report the matter so that steps can be taken to disconnect the telephone/PDA.
- 27.9 The mobile telephone/PDA unit should be immediately returned to the Company if you are requested to do so by your manager or on the termination of your employment

Personal Mobile Phones

- 27.10 If you have a personal mobile telephone or PDA then you must avoid using it during work hours except in an emergency.

28 INTERNET, EMAIL AND COMMUNICATIONS POLICY

Group Policy on Communications

- 28.1 All communication whether written or verbal, whether internal or external must be conducted with politeness, respect and must project a positive image of the company and yourself.

Group Policy on Systems and Security

- 28.2 The computer systems, peripherals e.g. printers and scanners and any software provided by the Group are the property of the Group and should only be used for Group business purposes.
- 28.3 The Group accepts that employees may wish to create and store limited private work or information on a company pc, laptop or server or any company information systems such as Exchange, the e-mail system. This is provided that the Company, at its absolute discretion, may demand from time to time that such private work or information is removed or deleted.
- 28.4 Software, screen savers, programs or other material (including that contained within memory sticks, CDs, floppy disks, DVDs) should not be loaded onto the system without the prior agreement of the Network Manager or other IT support staff.
- 28.5 Once permission has been granted any software/programs to be loaded on to Group computers should be checked and assessed for potential viruses prior to installation.
- 28.6 No equipment such as laptops, digital cameras, mobile phones, handheld devices and PDAs or any other audio/visual items should be connected to the Group's network without the prior agreement of the Network Manager or other IT support staff.
- 28.7 All computers are to be correctly 'shut down' and switched off at the end of each day.
- 28.8 Any problems experienced with your computer systems and software should be immediately reported directly to the Network Manager or other IT support staff.
- 28.9 Under no circumstances should any computer equipment or software be taken out of the office without prior arrangement with a director.
- 28.10 All employees are given a user-name and password to enable Network access. The type of Network Access provided is subject to status. Do not give your password to any other person. Anyone who wants to change their password, for example: if their password becomes known to others, should report to the Network Manager or other IT support staff.
- 28.11 You should not attempt to rename, move or delete drives, data, files, directories or sub-directories stored on the Network Servers without the prior approval of their manager.
- 28.12 No attempt must be made to access any files or folders or applications or programs or information that you have not been explicitly given permission to access.
- 28.13 Finding you have access to any files, folders, applications, programs or information does not imply you have permission to access them.
- 28.14 If you are unsure about any of the above policies then you should first consult their manager and then, if necessary, a director for clarification.
- 28.15 Failure to act responsibly in regard to the computer systems and failure to observe these basic procedures will lead to disciplinary procedures which may include summary dismissal.

Group Policy on Email

- 28.16 The E-mail system should be used primarily for Group business purposes and for some reasonable personal use save that it should adhere to the company communications policy.

- 28.17 All e-mail communication should be regarded as having the same standing as writing on company headed paper. Base the format as if you were writing a letter.
- 28.18 You should take care and use the email software properly. Legally email is not different from any other type of document. The speed of transmission of emails together with the ease with which they can be forwarded and copied enables them to reach a large number of people in very little time and, without due care could expose you and the Group to liability (e.g. inadvertently selecting 'forward mail' or 'reply to all' as opposed to 'return to sender' - this could potentially place you and the Group in an awkward position).
- 28.19 Under no circumstances should any email contain any propaganda, sexual innuendo, offensive and/or sexual or racist or any other form of degrading comment; or any subject that may be regarded as offensive or distasteful or hurtful to others. If you receive any such e-mails then you must report this to your manager. It is equally forbidden to pass on, in any form, emails of this nature.
- 28.20 You should exercise extreme caution in opening file attachments to emails. If you staff are suspicious of any such received file attachments, particularly from an unknown sender, please do not open the file but seek assistance immediately from the Network Manager or other IT support staff before proceeding.
- 28.21 All internal, external, sent and received email messages remain the property of the Group, and the Group reserves the right to view all e-mail messages.
- 28.22 The Group's auto-signature must be added at the foot of all outgoing e-mail messages giving the name and contact details of the sender. This auto-signature will also include a standard disclaimer to protect the Group's legal position.
- 28.23 Everyone's e-mail post-box which stores all internal, external, sent and received email messages will be automatically backed-up daily, for the Group's records. Please note that if you do not close your Microsoft Outlook system and log out of your PC at the end of your working day, then your e-mail post-box may not be backed up correctly.
- 28.24 You should be aware of the fact that most emails do not vanish. All emails may be stored on tape or in an archive and may even be able to be retrieved after tapes have been 'wiped clean'.
- 28.25 Please note that the Group will regularly monitor e-mails that come in and out of the Group in order to ensure that only authorised business is being conducted, to protect the Group from unauthorised disclosure of trade secrets or confidential information and to ensure that no offensive, distasteful or obscene emails are being received or sent.
- 28.26 If you are unsure about any of the above policies then you should consult their manager or, if necessary, a director for clarification.
- 28.27 Failure to act responsibly in regard to the use of e-mail and failure to observe these basic procedures will lead to disciplinary procedures which may include summary dismissal.
- Group Policy on Internet use:**
- 28.28 Internet access is to be used for supporting company business
- 28.29 Private internet browsing is allowed during private times, e.g. before and after work and during lunch times, though this may be revoked at any time.
- 28.30 When entering an internet site, always read and comply with the terms and conditions governing its use.
- 28.31 You should be aware that the sites you 'visit' can be tracked. Even if you only view or download material and do not post any message, simply accessing a particular bulletin board or website will leave electronic tracks which can identify the Group and you.

- 28.32 Do not download any images, text or material which is copyright protected.
- 28.33 Please note that the Group will regularly monitor all internet activity to ensure that this internet use policy is being adhered to.
- 28.34 Failure to act responsibly in regard to the use of the internet and failure to observe these basic procedures will lead to disciplinary procedures which may include summary dismissal.

29 SHARED PARENTAL LEAVE POLICY

29.1 What is Shared Parental Leave?

Shared Parental Leave enables eligible parents to choose how to share the care of their child during the first year of birth or adoption. Its purpose is to give parents more flexibility in considering how to best care for, and bond with, their child. It also helps mothers return to work when they want without losing leave entitlement and allows fathers/partners to play a greater role in raising their child.

All eligible employees have a statutory right to take Shared Parental Leave. There may also be an entitlement to some Shared Parental Pay. This policy sets out the statutory rights and responsibilities of employees who wish to take statutory Shared Parental Leave (SPL) and statutory Shared Parental Pay (ShPP).

The Company recognises that, from time to time, employees may have questions or concerns relating to their shared parental rights. The Group encourages open discussion with our employees to ensure that questions and problems can be resolved as quickly as possible. Please speak to HR if you have any questions.

29.2 Who is eligible for Shared Parental Leave?

SPL can only be used by two people:

The mother/adopter **and**

One of the following:

- the father of the child (in the case of birth) or
- the spouse, civil partner or partner of the child's mother/ adopter.

Both parents must share the main responsibility for the care of the child at the time of the birth/placement for adoption.

Additionally, an employee seeking to take SPL must satisfy each of the following criteria:

- the mother/adopter of the child must be/have been entitled to statutory Maternity/Adoption Leave or if not entitled to Statutory Maternity/Adoption leave they must be/have been entitled to Statutory Maternity/Adoption Pay or Maternity Allowance and must have ended or given notice to reduce any maternity/adoption entitlements;
- the employee must still be working for the Company at the start of each period of SPL;
- the employee must pass the 'continuity test' requiring them to have a minimum of 26 weeks' service at the end of the 15th week before the child's expected due date/matching date;

- the employee's partner must meet the 'employment and earnings test' requiring them in the 66 weeks leading up to the child's expected due date/matching date have worked for at least 26 weeks and earned an average of at least £30 a week in any 13 of those weeks;
- the employee must correctly notify the Company of their entitlement and provide evidence as required.

29.3 The Shared Parental Leave entitlement

Eligible employees may be entitled to take up to 50 weeks SPL during the child's first year in their family. The number of weeks available is calculated using the mother's/adopter's entitlement to Maternity/Adoption Leave, which allows them to take up to 52 weeks' leave.

If they reduce their Maternity/Adoption Leave entitlement, then they and/or their partner may opt-in to the SPL system and take any remaining weeks as SPL.

A mother/adopter may reduce their entitlement to Maternity/Adoption Leave by returning to work before the full entitlement of 52 weeks has been taken, or they may give notice to curtail their leave at a specified future date.

If the mother/adopter is not entitled to Maternity/Adoption Leave but is entitled to Statutory Maternity Pay (SMP), Statutory Adoption Pay (SAP) or Maternity Allowance (MA), they must reduce their entitlement to less than the 39 weeks. If they do this, their partner may be entitled to up to 50 weeks of SPL. This is calculated by deducting from 52 the number of weeks of SMP, SAP or MA taken by the mother/adopter.

SPL can commence as follows:

- The mother can take SPL after she has taken the legally required two weeks of Maternity Leave immediately following the birth of the child
- The adopter can take SPL after taking at least two weeks of Adoption Leave
- The father/partner/spouse can take SPL immediately following the birth/placement of the child, but may first choose to exhaust any Paternity Leave entitlements (as the father/partner cannot take Paternity Leave or pay once they have taken any SPL or ShPP).

Where a mother/adopter gives notice to curtail their maternity/adoption entitlement then the mother/adopter's partner can take leave while the mother/adopter is still using their maternity/adoption entitlements.

SPL will generally commence on the employee's chosen start date specified in their leave booking notice, or in any subsequent variation notice (see "Booking Shared Parental Leave" and "Variations to arranged Shared Parental Leave" below).

If the employee is eligible to receive it, Shared Parental Pay (ShPP) may be paid for some, or all, of the SPL period (see "Shared Parental Pay" below).

SPL must end no later than one year after the birth/placement of the child. Any SPL not taken by the first birthday or first anniversary of placement for adoption is lost.

29.4 Notifying the Company of an entitlement to Shared Parental Leave

An employee entitled and intending to take SPL must inform HR and their line manager of their entitlement and intention to take to SPL, at least eight weeks before they can take any period of SPL.

Part of the eligibility criteria requires the employee to provide the Company with correct notification. Notification must be in writing and requires each of the following:

- (a) the name of the employee;
- (b) the name of the other parent;
- (c) the start and end dates of any Maternity/Adoption Leave or pay, or maternity allowance, taken in respect of the child and the total amount of SPL available;
- (d) the date on which the child is expected to be born and the actual date of birth or, in the case of an adopted child, the date on which the employee was notified of having been matched with the child and the date of placement for adoption;
the amount of SPL the employee and their partner each intend to take
- (e) a non-binding indication of when the employee expects to take the leave.

The employee must provide the Company with a signed declaration stating:

- (a) that they meet, or will meet, the eligibility conditions and are entitled to take SPL;
- (b) that the information they have given is accurate;
- (c) if they are not the mother/adopter they must confirm that they are either the father of the child or the spouse, civil partner or partner of the mother/adopter;

that if they cease to be eligible they will immediately inform the Company.

The employee must provide the Company with a signed declaration from their partner confirming:

- their name, address and national insurance number (or a declaration that they do not have a national insurance number);
- that they are the mother/adopter of the child or they are the father of the child or are the spouse, civil partner or partner of the mother/adopter;
- that they satisfy the 'employment and earnings test' (see "Who is eligible for Shared Parental Leave?" above), and had at the date of the child's birth or placement for adoption the main responsibility for the child, along with the employee;

that if they consent to the amount of SPL that the employee intends to take;

- that they consent to the Company processing the information contained in the declaration form; and
- (in the case whether the partner is the mother/adopter), that they will immediately inform their partner should they cease to satisfy the eligibility conditions.

29.5 Requesting further evidence of eligibility

The Company may, within 14 days of the SPL entitlement notification being given, request:

the name and business address of the partner's employer (where the employee's partner is no longer employed or is self-employed their contact details must be given instead)

in the case of biological parents, a copy of the child's birth certificate (or, where one has not been issued, a declaration as to the time and place of the birth).

in the case of an adopted child, documentary evidence of the name and address of the adoption agency, the date on which they were notified of having been matched with the child and the date on which the agency expects to place the child for adoption

In order to be entitled to SPL, the employee must produce this information within 14 days of the Company's request.

29.6 **Fraudulent claims**

The Company can, where there is a suspicion that fraudulent information may have been provided or where the organisation has been informed by the HMRC that a fraudulent claim was made, investigate the matter further in accordance with the Company's usual investigation and disciplinary procedures, and also without acting in a discriminatory manner in relation to any of the protected characteristics defined in the Equality Act 2010.

29.7 **Discussions regarding Shared Parental Leave**

An employee considering/taking SPL is encouraged to contact HR to arrange an informal discussion as early as possible regarding their potential entitlement, to talk about their plans and to enable the company to support the individual.

HR will, upon receiving a notification of entitlement to take SPL, arrange an informal discussion with the employee to talk about their intentions and how they currently expect to use their SPL entitlement. A meeting should take place in private and be arranged in advance. If the initial date is problematic, then another date will be arranged if possible. If an alternative date cannot be arranged, then the meeting may be held over the telephone.

At the meeting the employee may, if they wish, be accompanied by a workplace colleague, trade union representative or even a personal friend or family member. The purpose of the meeting is to discuss in detail the leave proposed and what will happen while the employee is away from work. Where it is a request for discontinuous leave, the discussion may also focus on how the leave proposal could be agreed, whether a modified arrangement would be agreeable to the employee and the Company, and what the outcome may be if no agreement is reached.

29.8 **Booking Shared Parental Leave**

In addition to notifying the Company of entitlement to SPL/ShPP, an employee must also give notice to take the leave. In many cases, notice to take leave will be given at the same time as the notice of entitlement to SPL.

The employee has the right to submit three notifications specifying leave periods they are intending to take. Each notification may contain either (a) a single period of weeks of leave; or (b) two or more weeks of discontinuous leave, where the employee intends to return to work between periods of leave.

SPL can only be taken in complete weeks but may begin on any day of the week. For example, if a week of SPL began on a Tuesday it would finish on a Monday. Where an employee returns to work between periods of SPL, the next period of SPL can start on any day of the week.

The employee must book SPL by giving the correct notification at least eight weeks before the date on which they wish to start the leave and (if applicable) receive ShPP.

Continuous leave notifications

A notification can be for a period of **continuous leave**, which means a notification of a number of weeks taken in a single unbroken period of leave (for example, six weeks in a row).

An employee has the right to take a continuous block of leave notified in a single notification, so long as it does not exceed the total number of weeks of SPL available to them (specified in the notice of entitlement) and the employer has been given at least eight weeks' notice.

An employee may submit up to three separate notifications for continuous periods of leave.

Discontinuous leave notifications

A single notification may also contain a request for two or more periods of **discontinuous leave**, which means asking for a set number of weeks of leave over a period of time, with breaks between the leave where the employee returns to work (for example, an arrangement where an employee will take six weeks of SPL and work every other week for a period of three months).

Where there is concern over accommodating the notification, the organisation or the employee may seek to arrange a meeting to discuss the notification with a view to agreeing an arrangement that meets both the needs of the employee and the organisation (see "Discussions regarding Shared Parental Leave" above).

The Company will consider a discontinuous leave notification but has the right to refuse it. If the leave pattern is refused, the employee can either withdraw it within 15 days of giving it, or can take the leave in a single continuous block.

29.9 Responding to a Shared Parental Leave notification

Once HR receives the leave booking notice, it will be dealt with as soon as possible, but a response will be provided no later than the 14th day after the leave request was made.

All notices for continuous leave will be confirmed in writing.

All requests for discontinuous leave will be carefully considered, weighing up the potential benefits to the employee and to the Company against any adverse impact to the business.

Each request for discontinuous leave will be considered on a case-by-case basis. Agreeing to one request will not set a precedent or create the right for another employee to be granted a similar pattern of SPL.

The employee will be informed in writing of the decision as soon as is reasonably practicable, but no later than the 14th day after the leave notification was made. The request may be granted in full or in part: for example, the Company may propose a modified version of the request.

If a discontinuous leave pattern is refused, then the employee may withdraw the request without detriment on or before the 15th day after the notification was given; or may take the total number of weeks in the notice in a single continuous block. If the employee chooses to take the leave in a single continuous block, the employee has until the 19th day from the date the original notification was given to choose when they want the leave period to begin. The leave cannot start sooner than eight weeks from the date the original notification was submitted. If the employee does not choose a start date then the leave will begin on the first leave date requested in the original notification.

29.10 Variations to arranged Shared Parental Leave

The employee is permitted to vary or cancel an agreed and booked period of SPL, provided that they advise the Company in writing at least eight weeks before the date of any variation. Any new start date cannot be sooner than eight weeks from the date of the variation request.

Any variation or cancellation notification made by the employee, including notice to return to work early, will usually count as a new notification reducing the employee's right to book/vary leave by one.

However, a change as a result of a child being born early, or as a result of the Company requesting it be changed, and the employee being agreeable to the change, will not count as further notification. Any variation will be confirmed in writing by the Company.

29.11 Statutory Shared Parental Pay (ShPP)

Eligible employees may be entitled to take up to 37 weeks ShPP while taking SPL. The amount of weeks available will depend on the amount by which the mother/adopter reduces their maternity/adoption pay period or maternity allowance period.

ShPP may be payable during some or all of SPL, depending on the length and timing of the leave.

In addition to meeting the eligibility requirements for SPL, an employee seeking to claim ShPP must further satisfy each of the following criteria:

- (a) the mother/adopter must be/have been entitled to statutory maternity/adoption pay or maternity allowance and must have reduced their maternity/adoption pay period or maternity allowance period;
- (b) the employee must intend to care for the child during the week in which ShPP is payable;
- (c) the employee must have an average weekly earnings for the period of eight weeks leading up to and including the 15th week before the child's expected due date/matching date are not less than the lower earnings limit in force for national insurance contributions;
- (d) the employee must remain in continuous employment until the first week of ShPP has begun;
- (e) the employee must give proper notification in accordance with the rules set out below.

Where an employee is entitled to receive ShPP they must, at least eight weeks before receiving any ShPP, give HR and their line manager written notice advising of their entitlement to ShPP. To avoid duplication, if possible, this should be included as part of the notice of entitlement to take SPL. In addition to what must be included in the notice of entitlement to take SPL, any notice that advises of an entitlement for ShPP must include:

- (a) the start and end dates of any maternity/adoption pay or maternity allowance;
- (b) the total amount of ShPP available, the amount of ShPP the employee and their partner each intend to claim, and a non-binding indication of when the employee expects to claim ShPP;
- (c) a signed declaration from the employee confirming that the information they have given is correct, that they meet, or will meet, the criteria for ShPP and that they will immediately inform the Company should they cease to be eligible.

It must be accompanied by a signed declaration from the employee's partner confirming:

- (a) their agreement to the employee claiming ShPP and for the organisation to process any ShPP payments to the employee;
- (b) (in the case whether the partner is the mother/ adopter) that they have reduced their maternity/adoption pay or maternity allowance;
- (c) (in the case whether the partner is the mother/ adopter) that they will immediately inform their partner should they cease to satisfy the eligibility conditions.

Any ShPP due will be paid at a rate set by the Government for the relevant tax year.

29.12 Terms and conditions during Shared Parental Leave

During the period of SPL, the employee's contract of employment continues in force and they are entitled to receive all their contractual benefits, except for salary. In particular, any benefits in kind (such as use of a company mobile phone and club memberships) will continue and contractual annual leave entitlement will continue to accrue.

Pension contributions will continue to be made during any period when the employee is receiving ShPP but not during any period of unpaid SPL. Employee contributions will be based on actual pay, while the Company's contributions will be based on the salary that the employee would have received had they not been taking SPL.

29.13 Annual Leave

SPL is granted in addition to an employee's normal annual holiday entitlement. Employees are reminded that holiday should wherever possible be taken in the year that it is earned. Where an SPL period overlaps two leave years the employee should consider how their annual leave entitlement can be used to ensure that it is not untaken at the end of the employee's holiday year.

29.14 Contact during Shared Parental Leave

Before an employee's SPL begins, the organisation will discuss the arrangements for them to keep in touch during their leave. The Company reserves the right in any event to maintain reasonable contact with the employee from time to time during their SPL. This may be to discuss the employee's plans to return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or simply to update them on developments at work during their absence.

29.15 Shared Parental Leave in Touch days ('SPLIT' days)

An employee can agree to work for the Company (or attend training) for up to 20 days during SPL without bringing their period of SPL to an end or impacting on their right to claim ShPP for that week. These are known as "Shared Parental Leave In Touch" or "SPLIT" days. Any work carried out on a day or part of a day shall constitute a day's work for these purposes.

The Company has no right to require the employee to carry out any work, and is under no obligation to offer the employee any work, during the employee's SPL. Any work undertaken is a matter for agreement between the Company and the employee. An employee taking a SPLIT day will receive full pay for any day worked. If a SPLIT day occurs during a week when the employee is receiving ShPP, this will be effectively 'topped up' so that the individual receives full pay for the day in question. Any SPLIT days worked do not extend the period of SPL.

An employee, with the agreement of the Company, may use SPLIT days to work part of a week during SPL. The Company and the employee may use SPLIT days to effect a gradual return to work by the employee towards the end of a long period of SPL or to trial a possible flexible working pattern.

29.16 Returning to work after Shared Parental Leave

The employee will have been formally advised in writing by the Company of the end date of any period of SPL. The employee is expected to return on the next working day after this date, unless they notify the Company otherwise. If they are unable to attend work due to sickness or injury, the Company's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

If the employee wishes to return to work earlier than the expected return date, they may provide a written notice to vary the leave and must give the Company at least eight weeks' notice of their date of early return. This will count as one of the employee's notifications. If they have already used their three notifications to book and/or vary leave, then the Company does not have to accept the notice to return early but may do if it is considered to be reasonably practicable to do so.

On returning to work after SPL, the employee is entitled to return to the same job if the employee's aggregate total Statutory Maternity/Paternity/Adoption leave and SPL amounts to 26 weeks or less, he or she will return to the same job. The same job is the one they occupied immediately before commencing Maternity/Paternity/Adoption Leave and the most recent period of SPL, on the same terms and conditions of employment as if they had not been absent.

If their Maternity/Paternity/Adoption leave and SPL amounts to 26 weeks or more in aggregate, the employee is entitled to return to the same job they held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is both suitable and appropriate and on terms and conditions no less favourable.

If the employee also takes a period of unpaid parental leave of 4 weeks or less this will have no effect on the employee's right to return and the employee will still be entitled to return to the same job as they occupied before taking the last period of leave if the aggregate weeks of maternity/paternity/adoption and SPL do not exceed 26 weeks.

If a parent takes a period of 5 weeks of unpaid parental leave, even if the total aggregate weeks of maternity/paternity/adoption and SPL do not exceed 26 weeks, the employee will be entitled to return to the same job they held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is suitable and appropriate and on terms and conditions no less favourable.


29.17 Special Circumstances and further information

In certain situations, an employee's rights and requirements regarding SPL and ShPP may change. In these circumstances the Company will abide by any statutory obligations.

29.18 Summary of Shared Parental Leave

Mother	<p>Maternity rights retained</p> <p>2 weeks' compulsory Maternity Leave immediately following the birth (cannot be shared leave) at 90% of normal weekly earnings</p>
Father/partner	<p>Additional Paternity Leave abolished</p> <p>2 weeks' Ordinary Paternity Leave (not compulsory) which can only be taken in the 8 weeks following birth (cannot be shared) and paid at SMP rate</p>
Either parent	<p>Up to 50 weeks' Shared Parental Leave to be taken during the 12 months following the birth of the child (after the compulsory period)</p> <p>37 weeks paid at the SMP rate; the remaining 13 weeks are unpaid</p>

29.19 Eligibility checklist

<p>ELIGIBILITY CHECKLIST</p> <p><i>all boxes must be ticked in order for both parents to eligible for Shared Parental Leave</i></p>		
Have you been continuously employed by the Company for at least 26 weeks by the end of the 15 th week before the EWC (Expected Week of Childbirth)?		
Are you/Will you have you been continuously employed the week before any period of Shared Parental Leave starts?		
Do you have or expect to have main responsibility for caring for the child?		
Is the mother of the child entitled to Statutory Maternity Leave and has she curtailed her Maternity Leave i.e. given <i>Curtailment Notice</i> ? or returned to work?		
Have you provided a 'Notice of Entitlement and Intention to take Shared Parental Leave' (see No 4)		
If requested, have you provided evidence that the Company is entitled to ask for within the 14 day deadline?		
Have you provided a Period of Leave Notice i.e. <i>Booking Notice</i> ?		

30 STATUTORY PATERNITY LEAVE AND PAY

The following sets out the Group's policy on Paternity Leave, paternity pay and other issues relating to paternity. Employees may be entitled to Paternity Leave and Pay if their partner is having a baby, adopting a child or having a baby through a surrogacy arrangement. This represents the law as at the date of this Handbook, but may have to be amended in the light of future changes in law.

30.1 Explanation of Terminology

The rules concerning Statutory Paternity Leave and Pay provisions contain terminology that you need to understand before reading the guidelines.

- Expected Week of Childbirth (EWC) means the week in which it is expected that childbirth will occur.
- Partner means someone (whether of a different or same sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle.
- Qualifying Week means the 15th week before the Expected Week of Childbirth

30.2 Statutory Paternity Leave

Paternity Leave is available to employees who:

- have or expect to have responsibility for the child's upbringing;
- are the biological father of the child or the mother's husband or partner (including same sex relationships), and
- have worked continuously for their employer for 26 weeks ending with the 15th week before the baby is due, or the end of the week in which the child's adopter is notified of being matched with the child (UK adoption), or the date the child enters the UK (overseas adoptions).

Employees should tell the Company as soon as possible that they wish to take Paternity Leave, but no later than the end of the 15th week before the expected week of childbirth. The Company may require a signed declaration from employees stating that they are taking Paternity Leave for a purpose for which it is intended; namely, to care for the child or to support the child's mother in caring for the child.

Employees should say when the baby is due, if they're going to take one or two weeks of leave, and when they expect their Paternity Leave to start. Those who are eligible can choose to take either one week or two consecutive weeks' paid Paternity Leave (not odd days).

Employees will need to take their Paternity Leave within 56 days of the actual date of birth of the child. Paternity Leave can't start until the birth of the baby; employees may choose to take some annual leave before the birth.

A period of Paternity Leave when adopting a child can start:

- on the date of placement;
- an agreed number of days after the date of placement;
- on the date the child arrives in the UK or an agreed number of days after (for overseas adoption), and
- the day the child is born or the day after for surrogate parents.

30.3 Paternity pay

Employees may be entitled to Statutory Paternity Pay.

30.4 Shared Parental Leave and pay

Shared Parental Leave provides parents with the opportunity to consider the best arrangements to care for their child during the child's first year. It enables eligible parents to share the caring evenly or have one parent taking the main caring role. (See Section 31 SHARED PARENTAL LEAVE POLICY)

30.5 Leave for antenatal appointments

Fathers and partners - Fathers, partners and civil partners of a pregnant woman are entitled to unpaid time off during working hours to accompany her to 2 ante-natal appointments. This includes the intended parents if they're having a baby through a surrogacy arrangement.

There is no legal right to paid time off for antenatal appointments. However, the Company may allow this time off with pay under exceptional circumstances, or allow employees to take annual leave, or to make up time where appropriate

Adoptions - The main adopter will be able to take paid time off for up to 5 adoption appointments. The secondary adopter will be entitled to take unpaid time off for up to 2 appointments.

The right to 2 unpaid antenatal appointments will also extend to those who will become parents through a surrogacy arrangement, if they expect to satisfy the conditions for, and intend to apply for, a Parental Order for the child.

30.6 The Group's Paternity Leave Scheme

The Company provides ten days' paid Paternity Leave to employees.

This leave must be taken within 14 days of the baby's birth. The specific dates for the Company's Paternity Leave should be agreed with your manager.

31 STATUTORY MATERNITY LEAVE AND PAY

The following sets out the Group's policy on Maternity Leave, maternity pay and other issues relating to pregnancy and maternity.

31.1 Explanation of Terminology

The rules concerning Statutory Maternity Leave/Pay provisions contain terminology that you need to understand before reading the guidelines.

- Expected Week of Childbirth (EWC) means the week in which it is expected that childbirth will occur.
- A Maternity Week is a period of seven calendar days, beginning with Sunday.
- Ordinary Maternity Leave - 26 weeks' Maternity Leave available to all pregnant employees.
- Additional Maternity Leave - an additional 26 weeks available to all pregnant employees
- Statutory Maternity Pay (SMP) - is the sum available for 39 weeks comprising a higher rate for the first 6 weeks and a lower, flat, rate for the remaining 33 weeks.

(Please note that SMP can be paid only for a full week from Sunday, SMP payment for a part week is not permitted under the statutory guidelines.)

- MATB1 - is a maternity certificate issued by your doctor or midwife approximately 14 weeks before your EWC. You must pass this certificate to HR as soon as possible which will confirm your EWC and is also our authorisation to pay your Maternity Pay to you.

31.2 **Statutory Maternity Leave**

There are 2 types of Statutory Maternity Leave.

- Ordinary Maternity Leave (OML)
- Additional Maternity Leave (AML)

All pregnant employees will be entitled to 26 weeks' OML.

AML starts immediately after OML and will continue for a further 26 weeks, making a total entitlement of 52 weeks' Maternity Leave.

(Please see also section 29 *Shared Parental Leave*)

31.3 **Notification Requirements**

You must notify the Company as soon as possible that you are pregnant. This is important as there may be health and safety considerations.

Before the end of the 15th week before the Expected Week of Childbirth, or as soon as reasonably practicable afterwards, you must inform the Company:

- that you are pregnant
- your EWC
- whether you intend to take Ordinary or Additional Maternity Leave or both
- the date you want your Maternity Leave to start

If you are unable to give this information because you have to start your Maternity Leave sooner than you anticipated, then provided that you give notice as soon as you can, you will not lose your right to Maternity Leave.

The Company will respond, in writing, within 28 days, to your notification of your Maternity Leave plans. The Company will set out the date on which we expect you to return to work, assuming that you take your full entitlement to Maternity Leave.

You can choose to start your Maternity Leave at any time after the 11th week before the EWC except in the following cases:

- If you are absent because of an illness related to your pregnancy at any time during the 4 weeks before your child is due, the Company reserves the right to require you to start your maternity leave on the first day of that absence.
- If your child is born earlier than your planned date of starting Maternity Leave, then the Maternity Leave starts on the day your child is born. You should write as soon as possible to notify the Company, enclosing form MATB1, unless you have already handed this to the Company by then.

You will be able to change your mind about when you plan to start your Maternity Leave, providing that you advise the Company, in writing, at least 28 days in advance (unless this is not reasonably practicable for you to do so).

If you wish to return to work sooner than the anticipated date, you must give us at least 8 weeks' notice of the new date.

Note: If your child is stillborn after the 24th week of pregnancy you retain your Maternity Leave rights (and your right to statutory maternity pay subject to the SMP rules stated below)

31.4 Statutory Maternity Pay (SMP)

Eligibility:

To qualify for SMP you have to be pregnant (or have given birth) at the start of the 11th week before the baby is due.

To receive SMP via the Company, you must have 26 weeks' continuous employment with the Company by the end of the 15th week before the EWC. This applies whether or not you intend to return to work.

If you do not have 26 weeks' continuous employment with the Company by the EWC, you may be entitled to Statutory Maternity Allowance (SMA) - please contact your local DSS office for details.

Rate of Statutory Maternity Pay

There are two rates of SMP:

- the first 6 weeks at 90% of average weekly earnings.
- 33 weeks at 90% of average weekly earnings or the SMP prescribed rate, whichever is the lesser.

Please note: Statutory Maternity Pay is subject to deductions for Income Tax and NI like normal salary.

31.5 Provision of MATB1 Form

Payment of SMP is conditional upon the Company receiving your MATB1 form. This must be the original form and not a photocopy. You can only receive SMP once you have stopped work.

When you have started your Maternity Leave, your maternity pay will be paid into your bank account on the same date when you would have received your salary.

31.6 Time Off for Ante-Natal Care

You will be given reasonable time off with pay to attend ante-natal appointments, made on the advice of your GP or midwife. Please let the Company know your appointment dates as soon as possible.

31.7 Health and Safety

In accordance with current Health and Safety legislation and to meet our legal obligation as an employer, the Company is required to carry out a Risk Assessment of all pregnant women.

31.8 Contractual Benefits

You will continue to receive your contractual non-remuneration benefits during Maternity Leave.

31.9 Annual Leave

While you are absent on Maternity Leave, 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. You may wish to take this additional holiday immediately after your Maternity Leave finishes so extending your total leave period. Alternatively, if you wish you may receive pay in lieu as long as you inform your manager within 4 weeks of your return to work.

31.10 Pension Contributions

Your Maternity Leave period will be treated as pensionable service and the Company will therefore continue to make contributions on your behalf into the pension scheme based on the maternity pay you receive rather than your usual salary.

31.11 The Group's Maternity Pay Scheme

For women who intend to return to work after their Maternity Leave, payment will be made as follows:

- (a) The first 10 weeks' absence will be on full pay inclusive of SMP, payable on normal pay-dates. Thereafter the balance of SMP will be paid.
- (b) For each year of service above 2 years you will be paid a further 1 week at full pay, up to a maximum of 4 weeks. e.g. a woman who has been with the company for 6 years will be entitled to 14 weeks on full pay, but the remaining 25 weeks would be paid at the SMP rate.
- (c) On return to work you will be entitled to an additional 1 weeks' full pay for each year of service above 2 years up to a maximum of 4 weeks, less any payments made under the SMP scheme. This return to work payment will be paid in the first payroll after you return to work.

The net effect of (a), (b) and (c) being that a woman who has been with the company for 6 years or more will receive an amount equalling full pay for 18 weeks, the remaining 21 weeks being paid as per the statutory regulations. This would be paid as follows: pay for the first 14 weeks of Maternity Leave (paid monthly on the usual pay dates) at the start of her Maternity Leave followed by 4 weeks' pay paid as a lump sum when she returns to work.

The payments shown above over and above the SMP provisions are made subject to the following rules:

- That you return to work after Maternity Leave for a minimum period of 6 months. If you do not return or if you leave the Company prior to completing the minimum period, then the company reserves the right to recover payments made to you (in excess of SMP).
- The maximum time off for Maternity Leave will be as detailed in the relevant legislation.
- Your length of service is determined by the number of full years' service you have at the start of your Maternity Leave.

31.12 Returning to work after Maternity Leave

If you decide not to return to work at the end of your Maternity Leave period, then you must notify the Company in writing of your decision as soon as possible.

If you return to work after a period of OML you have the right to return to the same job on the same terms and conditions as if you had not been absent. You are also entitled to the seniority, pension and similar rights to which you would be entitled had you not been absent (except in circumstances where your job is redundant).

If you return to work after a period of AML you have the right to return to either the same job as the one you were doing prior to your period of leave or, if that is not reasonably practicable, to a job that is suitable and appropriate for you to do. You are entitled to seniority, pension and other similar rights as you would be entitled as if your employment prior to your AML was continuous with the period after it.

In either case, if this is not reasonably practicable because of redundancy, you will be offered a suitable alternative job where one is available.

You will not be allowed to return to work until two weeks after the date of childbirth.

31.13 Keeping In Touch Days ('KIT' days)

Before you begin your Maternity Leave the Company will ask whether you wish to keep in contact during your absence. If you do, then you will be entitled (but not required) to work for the Company for up to 10 days during your Maternity Leave but only if you and the Company are able to agree the nature of the work and what you will be paid. You cannot do any work for the Company until two weeks after the date of childbirth.

32 STATUTORY ADOPTION LEAVE AND PAY

The following sets out the Group's policy on Adoption leave and pay. This represents the law applicable to those employees whose adopted child is due to be placed on or after 1st April 2007 but may have to be amended in the light of future changes in law. This policy is designed to be as comprehensive as possible but if you have any questions then please contact HR or a director.

Adoption leave and pay may allow one member of an adoptive couple to take paid time off work when their new child starts to live with them. Paternity Adoption Leave and pay may be available for the other member of the couple, or an adopter's partner. Adoption and Adoption Paternity Leave are available whether a child is adopted from within the UK or from overseas.

32.1 Eligibility

Adoption Leave is available to one member of a couple where a couple adopt jointly (the couple must choose which partner takes Adoption Leave). The partner of an individual who adopts, or the other member of a couple who are adopting jointly, may be entitled to Paternity Adoption Leave and pay.

The entitlement to Ordinary, Additional and Paternity Adoption Leave under this Policy applies only in the case of a child:

- (a) matched with an adopter who is notified of having been matched for adoption on or after 6th April 2003; or
- (b) placed for adoption on or after that date.

Adoptive parents have the right to take Ordinary Adoption Leave for a period of up to 26 weeks, with a right for a period of Additional Adoption Leave of 26 weeks, giving a total of up to 52 week's leave.

Adoption leave and pay is not available in circumstances where a child is not newly matched for adoption, for example when a step-parent is adopting a partner's children.

32.2 ORDINARY ADOPTION LEAVE

Entitlement to Ordinary Adoption Leave:

You are entitled to Ordinary Adoption Leave in respect of a child if you:

- (a) are the child's adopter and are not taking Paternity Adoption Leave under this Policy;
- (b) have been continuously employed for not less than 26 weeks ending with the week in which you were notified of being matched with the child for adoption;
- (c) have notified the adoption agency that you agree that the child should be placed with you and of the date of placement; *And*
- (d) have given notice in writing to the Company of your intention to take Ordinary Adoption Leave specifying:
 - the date on which the child is expected to be placed with you for adoption;

- the date on which you have chosen that your period of Ordinary Adoption Leave should begin and the proposed length of that leave; *and*
 - the date on which you were notified of being matched with the child for adoption;
- (e) have complied with any request by the Company to produce evidence of entitlement as described below;

Notice

The notice referred to above must be given:

- (a) no more than 7 days after the date on which you are notified of being matched with the child; or
- (b) where it was not reasonably practicable for you to give notice in accordance with the above paragraph, as soon as reasonably practicable.

Matching certificate

You must give the Company one or more of the documents listed below that matched you with the child:

- (a) the name and address of the agency;
- (b) the date on which you were notified that you had been matched with the child; and
- (c) the date when the agency expects to place the child with you.

Options regarding Ordinary Adoption Leave

You may choose to begin a period of Ordinary Adoption Leave on:

- (a) the date on which the child is placed with you for adoption; or
- (b) a date not longer than 14 days before the date when the child is expected to be placed with you.

Leave can start on any day of the week. Only one period of leave is available irrespective of whether more than one child is placed for adoption as part of the same arrangement.

Length and Rights during Ordinary Adoption Leave

Your Ordinary Adoption Leave period is a period of 26 weeks. During this period, you are entitled to the benefit of most of the terms and conditions of employment which would have applied if you had not been away from work including:

- (a) Annual Leave

While you are absent on Ordinary Adoption Leave, you will continue to accrue holiday entitlement in the usual way for the first 26 weeks. You must take this additional holiday within 12 months of your return to work.

- (b) Pension Contributions

Your Ordinary Adoption Leave period will be treated as pensionable service and the Company will therefore continue to make contributions on your behalf into the pension scheme based on the Adoption Leave pay you receive rather than your usual salary.

The following terms and conditions of employment do not apply while you are ordinary Maternity Leave:

- (c) the extent that they are inconsistent with your entitlement to take Adoption Leave (e.g. the obligation to come to work); and
- (d) the extent that they are terms about pay (meaning sums payable by way of wages or salary but excluding any entitlement that you may have to Statutory Adoption Leave pay).

Your Ordinary Adoption Leave period may be reduced from the usual period of 26 weeks if during the period of Ordinary Adoption Leave a child's placement ends, the adopter can continue Adoption Leave for up to eight weeks after the end of the placement or on the expiry of the 26 week period (whichever is the shorter period).

32.3 ADDITIONAL ADOPTION LEAVE

Entitlement

You are entitled to additional unpaid Adoption Leave in respect of a child if:

- (a) the child was placed with you for adoption;
 - (b) you took Ordinary Adoption Leave in respect of the child;
- and*
- (c) your Ordinary Adoption Leave period did not end prematurely as a result of:
 - the placement not being made; *or*
 - the child's death or the child being returned to the adoption agency during the period of Ordinary Adoption Leave.

Length and Rights during Additional Adoption Leave

Your Additional Adoption Leave period is 26 weeks beginning on the day after the last day of the Ordinary Adoption Leave period. Shorter periods of Additional Adoption Leave will apply in cases where the child dies or is returned to the adoption agency.

If you take Additional Adoption leave, you:

- (d) are entitled, during the period of leave to any terms and conditions of your employment relating to:
 - notice of the termination of your employment by the Company;
 - compensation in the event of redundancy;
 - disciplinary or grievance procedures.

Also, you will continue to benefit from the Company's implied obligation to you of trust and confidence.

- (e) are bound, during that period, by your implied obligation to the Company of good faith and of any terms and conditions of your employment relating to:
 - notice of the termination of employment by you;
 - the disclosure of confidential information;
 - your participation in any other business

Notification of return to work

If you intend to return to work earlier than the end of your Ordinary or Additional Adoption Leave period you must give the Company at least 8 weeks' notice of the date on which you intend to return.

If you attempt to return to work earlier than the end of your Ordinary or Additional Adoption Leave period without giving notice as set out above, the Company is entitled to postpone your return to a date which will mean in effect, that the Company has at least 8 weeks' notice of your return. The Company is not entitled to postpone your return to work to a date after the end of your relevant Adoption Leave period.

Keeping in Touch Days ('KIT' days)

Before you begin your Adoption Leave the Company will ask whether you wish to keep in contact during your absence. If you do, then you will be entitled (but not required) to work for the Company for up to 10 days during your Adoption Leave but only if you and the Company are able to agree the nature of the work and what you will be paid.

32.4 Right to return after Adoption Leave

Ordinary Adoption Leave

When you return to work after a period of Ordinary Adoption Leave which was:

(a) an isolated period of Ordinary Adoption Leave

or

(b) the last of two or more consecutive periods of statutory leave, which did not include any period of:

- Additional Maternity Leave; or
- Additional Adoption Leave; or
- Parental Leave of more than four weeks,

you are entitled to return to the job in which you were employed before your absence (except in circumstances where that job is redundant).

Additional Adoption Leave

When you return to work after:

(c) a period of Additional Adoption Leave, whether or not preceded by another period of statutory leave, or

(d) a period of Ordinary Adoption Leave not falling within the description in the paragraphs under the heading 'Ordinary Adoption Leave' above,

you are entitled to return to the job in which you were employed before your absence (except in circumstances where that job is redundant). If it is not reasonably practicable for the Company to allow you to return to that job, you can return to another job which is both suitable for you and appropriate for you to do in the circumstances.

Seniority, pension rights, continuous employment and other similar rights will be preserved as if you had not been absent and otherwise the job is to be on terms and conditions not less favourable than those which would have been applied to you if you had not been absent.

32.5 ADOPTION PAY

Pay for Paternity Adoption Leave

If you qualify for the right to take Paternity Adoption Leave you may be entitled to Group and/or Statutory Paternity Pay, paid by the Company, during your absence on Paternity Adoption Leave.

If you wish to take Paternity Adoption Leave you should discuss your eligibility for Group and Statutory Paternity Pay with HR.

Please contact HR for the current rate of Statutory Paternity Pay. Statutory Paternity Pay is subject to deductions for income tax and NI like normal salary.

Statutory Adoption Pay

If you qualify for the right to take Ordinary Adoption Leave you may be entitled to Statutory Adoption Pay, paid by the Company, during your absence on Ordinary Adoption Leave. If you wish to take Ordinary Adoption Leave you should discuss your eligibility for Statutory Adoption Pay with HR.

Contact HR for the current rate of Statutory Adoption Pay.

Statutory Adoption Pay is subject to deductions for income tax and NI like normal salary.

32.6 THE GROUP'S ADOPTION LEAVE PAY SCHEME

For employees who intend to return to work after their Adoption Leave, payment will be made as follows:

- (a) The first 10 weeks' absence will be on full pay inclusive of SAP, payable on normal pay-dates. Thereafter the balance of SAP will be paid.
- (b) For each year of service above 2 years you will be paid a further 1 week at full pay, up to a maximum of 4 weeks. e.g. an employee who has been with the company for 6 years will be entitled to 14 weeks on full pay, but the remaining 25 weeks would be paid at the SAP rate.
- (c) On return to work the employee will be entitled to an additional 1 weeks' full pay for each year of service above 2 years up to a maximum of 4 weeks, less any payments made under the SAP scheme. This return to work payment will be paid in the first payroll after they return to work.

The net effect of (a), (b) and (c) being that an employee who has been with the company for 6 years or more will receive an amount equalling full pay for 18 weeks, the remaining 21 weeks being paid as per the statutory regulations. This would be paid as follows: pay for the first 14 weeks of Adoption Leave (paid monthly on the usual pay dates) at the start of their Adoption Leave followed by 4 weeks' pay paid as a lump sum when they return to work.

The payments shown above over and above the SAP provisions are made subject to the following rules:

- That the employee returns to work after Adoption Leave for a minimum period of 6 months. If they do not return or if they leave the Company prior to completing the minimum period, then the company reserves the right to recover payments made to them (in excess of SAP).
- The maximum time off for Adoption Leave will be as detailed in the relevant legislation.
- Employee's length of service is determined by the number of full years' service they have at the start of their Adoption Leave.

33 PARENTAL LEAVE

This Policy sets out the basis upon which you are entitled to take unpaid leave to care for children who are young, disabled or adopted. Parental Leave should not be confused with Shared Parental Leave (see section 25) which is an entitlement for eligible parents of children due to be born or adopted on or after 5 April 2015.

33.1 Entitlement to Parental Leave

Once you have completed one year's continuous employment with the Company, you are entitled to 18 weeks' leave in respect of each child up to their 18th birthday. A week's leave is a period of absence from work which is equal to the period in any week which you are normally required to work.

33.2 Conditions of entitlement

You are not entitled to Parental Leave unless:

- (a) you have given the Company 21 days' notice of the period of leave you propose to take;
- (b) the Company has not postponed the period of leave; and
- (c) you have, at the request of the Company, produced evidence reasonably required by the Company of:
 - your responsibility for the child in respect of whom you propose to take parental leave; *and*
 - the child's date of birth or, in the case of a child who was placed with you for adoption, the date on which the placement began.

In cases where you are entitled to take Parental Leave on the basis of your employment with a previous employer, you must give notice to the Company of any such previous employment relied on by you and you must provide the Company with evidence of such employment as the Company may reasonably require.

33.3 General provisions about notice

You should apply in writing for each period of Parental Leave requested and submit this to HR and your manager for approval. Generally, your letter required must:

- specify the dates on which the period of Parental Leave is to begin and end; *and*
- be given to the Company at least 21 days before you wish to start Parental Leave

33.4 Special notice provisions concerning fathers taking Parental Leave on the birth of a child

Where you are the father of the child in respect of whom the leave is to be taken and the period of leave is to begin on the date on which the child is born, your notice required must -

- specify the EWC and the duration of the period of leave, *and*
- be given to the Company at least 21 days before the beginning of the EWC

33.5 Notice provisions relating to adoption

Where the child in respect of whom the leave is to be taken is to be placed with you for adoption by you and the Parental Leave is to begin on the date of the adoption, your notice must –

- specify the week in which the adoption is expected to occur and the duration of the period of leave;

and

- be given to the Company at least 21 days before the beginning of that week, or, if that is not reasonably practicable, as soon as is reasonably practicable.

33.6 Postponement of leave

The Company may postpone a period of Parental Leave where -

- the leave is taken other than for attending the birth of a child for whom you will be responsible or for a child being placed with you for adoption; *and*
- the Company considers that the operation of its business would be unduly disrupted if you took leave during the period identified in your notice;

A postponement cannot last for more than 6 months.

33.7 Minimum periods of leave

Parental Leave must be taken in periods that equal 1 week's leave, e.g. if you work full time, 5 days each week, then you may take 3 weeks' leave but not 2 weeks' and 3 days' leave.

33.8 Maximum annual leave allowance

You may not take more than 4 weeks' Parental Leave in respect of any individual child during a particular year.

33.9 Pay during Parental Leave

There is no entitlement to pay or other remuneration during any period of Parental Leave.

33.10 Effect of Parental Leave on employment

During the period of Parental Leave you are entitled only to the benefit of any terms and conditions of your employment relating to:

- notice of termination of your employment contract by the Company;
- compensation in the event of redundancy; *and*
- disciplinary and grievance procedures.

Also, you will continue to benefit from the Company's obligation to maintain trust and confidence towards you. During a period of Parental leave, you are bound by your duty of good faith to the Company and any terms and conditions relating to:

- notice of the termination of the contract of employment by you;
- disclosure of confidential information;
- participation in any other business.

When you return to work after a period of Parental Leave of 4 weeks or less you are entitled to return to the job in which you were employed before the absence except where that job is redundant.

When you return to work after a period of Parental Leave of more than 4 weeks you are entitled to return to the job in which you were employed before the absence except where that job is redundant.

If it is not reasonably practicable for the Company to permit you to return to that job, the Company will provide you with another job which is suitable and appropriate for you in the circumstances.

You are entitled to return to work after a period of Parental Leave with your seniority, pension rights and similar rights in place as if you had not been absent. You are also entitled to return to work on terms and conditions not less favourable than would have applied if you had not been absent.

33.11 Contact with the Company during Parental Leave

During a period of absence under this Policy, you should be available wherever possible to discuss any work-related issues.

33.12 Disciplinary issues

Failure to return to work as scheduled from an approved leave of absence or to inform your manager of an acceptable reason for not returning as scheduled will be considered an act of Gross Misconduct for the purposes of the Disciplinary Procedure and disciplinary action may be taken which could result in dismissal.

34 DISCIPLINARY PROCEDURE

The Group operates a non-contractual Disciplinary Procedure that will be followed in suspected instances of poor performance, misconduct or gross misconduct by its employees.

34.1 Disciplinary Rules

The Group requires good standards of discipline from its employees, together with satisfactory standards of work. This disciplinary procedure applies to any misconduct or failure to meet acceptable standards of performance or attendance. The purpose of this procedure is to be corrective rather than punitive. It should be recognised that the existence of procedures such as this one, are to help and encourage you to achieve and maintain acceptable standards of conduct, attendance and job performance and to ensure consistent and fair treatment for all employees.

34.2 If your standard of work or conduct falls below acceptable standards and, after warnings, remains below an acceptable standard, you may be dismissed.

34.3 Gross misconduct is a serious breach of contract and includes misconduct which, in our opinion, is likely to prejudice our business or reputation or irreparably damage the working relationship and trust between employer and employee. A finding of gross misconduct will normally lead to dismissal without notice (summary dismissal). Examples of misconduct and gross misconduct are listed below.

34.4 If allegations of poor performance or misconduct are upheld under the Group's Disciplinary Procedure, the Group reserves the right (instead of a first or final warning or dismissal with or without notice) to redeploy you into another suitable job at the same or lower grade, by notice in writing. In particular, the notice will give details of any reduction to your salary and/or any loss of benefits and/or privileges which result.

34.5 Examples of misconduct

The following is a non-exhaustive list of examples of offences which will normally be regarded as misconduct (conduct falling short of gross misconduct):

- unauthorised absence from work
- poor timekeeping
- refusal to follow instructions
- unacceptable standards of work performance
- obscene language or other offensive behaviour
- unauthorised or excessive use of the Company's telephone, email or internet facilities
- negligence in the performance of your duties
- minor breaches of the Group's policies contained in the Handbook

34.6 Examples of gross misconduct

The following is a non-exhaustive list of examples of offences which are normally regarded as gross misconduct:

- breach of client confidentiality
- theft, fraud or the falsification of Group records
- failure to comply with relevant statutory or regulatory requirements
- serious insubordination
- gross negligence resulting in loss, damage or injury

- violent, abusive or intimidating conduct
- deliberate damage to Group or client property
- harassment or discrimination against employees, contractors, clients or members of the public on the grounds of sex, marital status, gender reassignment, race, disability, religion, age or sexual orientation
- unauthorised use or disclosure of confidential information or a failure to ensure that confidential information in your possession is kept secure
- any action likely to bring the Group into disrepute
- breach of Health and Safety rules which endanger the health and safety of others
- conviction for a criminal offence that in our opinion may affect our reputation or our relationships with our employees, clients or the public, or otherwise affects your suitability to remain an employee
- reading another employee's or client's e-mails, without that person's express permission
- making untrue allegations in bad faith against another employee
- deliberately accessing internet sites containing pornographic, offensive or obscene material
- serious breaches of the Group's policies contained in the Handbook.

34.7 Informal Procedure

Cases of minor misconduct or unsatisfactory performance are best dealt with informally through discussion between you and your manager. If informal action does not bring about improvement, or the misconduct or unsatisfactory performance is considered to be too serious, then the Company will instead start the formal Disciplinary Procedure.

34.8 Formal Disciplinary Procedure

No disciplinary action will be taken until the allegations have been carefully investigated.

If you are suspected of unsatisfactory performance, or of committing an act of misconduct or gross misconduct, then the Company will send you a letter setting out the nature of the allegations against you and stating the reason why that poor performance or conduct, if proven, is not acceptable to the Company. You will be advised of the potential consequences of such allegations should they be proven. You will also be invited to attend a meeting.

- (a) You must make all reasonable attempts to attend the meeting.
- (b) The meeting will be scheduled to take place only after you have had a reasonable opportunity to consider the allegations, any supporting evidence and to consider your response.
- (c) You have the right to be accompanied at the meeting by a work colleague of your choice. If you or your companion cannot attend the meeting you should inform HR immediately and they will arrange an alternative time. You must make every effort to attend the meeting, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so, the Company may have to take a decision based on the available evidence.
- (d) During the meeting you will be allowed to present your response to the allegations against you.
- (e) Following the meeting the Company will consider its decision and what, if any, disciplinary action will be taken against you.

- (f) Following the meeting you will be provided with the Company's decision in writing. This will also state your right of appeal should you be dissatisfied with the decision.

34.9 Disciplinary Penalties

For minor breaches of discipline, or failure to achieve satisfactory performance standards, a formal verbal warning will be given. A note containing a record of the warning will be placed in your personnel file. For disciplinary purposes this warning will be disregarded after 6 months in the absence of further offences.

For more serious offences or in the event of repeated misconduct or poor performance whilst a previous verbal warning is still live, a warning will be given in writing. This warning will normally be given either by your manager or another senior member of staff. For disciplinary purposes this warning will be disregarded after 12 months in the absence of further offences.

In the event of further misconduct or a failure to comply with a requested improvement in performance standards whilst a previous written warning is still live, a final written warning will be issued by your manager.

In some cases, misconduct or a failure to comply with performance standards may be considered serious enough to warrant a first and final written warning. This warning will specify that any further misconduct or failure to achieve acceptable performance standards may result in dismissal. For disciplinary purposes this warning will be disregarded after 12 months in the absence of further offences.

In cases of gross misconduct or gross negligence, you will normally be dismissed without notice or pay in lieu of notice. In exceptional circumstances, or if there are any genuine mitigating circumstances alternative disciplinary action may be taken.

34.10 Poor performance and review periods

Warnings given for poor performance will set out the performance problem, targets for improvement, a timescale for review and the consequences of failing to improve within the review period. Any measures, such as additional training or supervision, which will be taken with a view to improving performance will also be identified. Performance will be monitored during the review period. If following the end of the review period satisfactory levels of performance are reached, your manager will write to you to confirm that no further action will be taken under the disciplinary procedure. Alternatively, if some improvement has been made, then a decision may be taken to extend the review period.

Further disciplinary measures will be considered if satisfactory levels of performance have not been reached by the end of a review period.

34.11 Rules for suspension of staff

In cases where your continued presence in the office would hinder an investigation we may need to suspend you from work. The suspension will be for no longer than is necessary to investigate the allegations and we will confirm the arrangements to you in writing. While suspended, you should not visit the Group's premises or contact any of the Group's clients, suppliers, contractors or employees, unless you have been authorised to do so by your manager or by HR.

Suspension will be on full pay and you will be informed in writing of this at the time.

Suspension on full pay is not a form of punishment. It does not imply guilt or prejudgment.

34.12 Appeals

If you are dissatisfied with any disciplinary decision affecting you, you may present the Company with a request for an appeal hearing. You should make a request in writing and state the grounds of your appeal.

The request must be made to a manager of the Company within 5 working days of you receiving notice of the disciplinary decision.

You will be advised of a meeting that will normally take place within 5 days of receipt of your request for an appeal. You must make all reasonable attempts to attend that meeting.

You have the right to be accompanied at the meeting by a work colleague or trade union representative of your choice.

If possible, a more senior manager who was not involved in the original disciplinary action will hear the appeal.

Following the appeal meeting the manager responsible for hearing the appeal will consider his/her decision. You will be advised of the decision in writing following the appeal meeting. This decision will be final, and marks the end of the internal appeals process.

Implementing management decisions will not be delayed pending the appeal, but they may be subsequently amended as a result of the appeal hearing.

An appeal decision may reduce but may not increase the original disciplinary penalty.

34.13 Confidentiality

The Group's aim is to deal with disciplinary matters sensitively and with due respect for the privacy of individuals involved. All employees must treat as confidential any information communicated to them in connection with a matter which is subject to this Disciplinary Procedure.

35 GRIEVANCE PROCEDURE

The object of the Grievance Procedure is to enable employees who consider they have a grievance or complaint, or who feel that they have been the victim of bullying and/or harassment arising from their employment with the Company, to have it dealt with by the Company within as short a time as possible.

Anyone wishing to use this procedure can do so freely and without prejudice to his/her position in the Group. It applies to all employees, irrespective of job or grade. This procedure does not form part of your Contract of Employment.

35.1 Informal Grievance Procedure

Where appropriate you should aim to resolve most grievances informally with your manager. This helps to preserve the relationship that often exists between a manager and an employee and allows for the quick and efficient resolution of problems.

If the grievance is of a sufficiently serious nature making it inappropriate for it to be raised informally, or if a grievance cannot be settled informally, you should raise the grievance formally with management through the Formal Grievance Procedure.

35.2 Formal Grievance Procedure

To start the Formal Grievance Procedure you must present to your manager the details of your grievance in writing. You must give enough details so that the manager can understand your grievance. If your grievance relates to your Manager then you may present your grievance to another manager, or to a member of the next level of management.

Upon receiving your grievance the manager responsible will invite you to a meeting. The meeting will occur as soon as possible following receipt of your written grievance.

- (a) You must take all reasonable steps to attend the meeting.

- (b) During the meeting you will be given an opportunity to explain your complaint and to explain how you believe it can be settled. The meeting may be adjourned if your complaint requires us to seek further information or advice in relation to the matters raised.
- (c) You have the right to be accompanied at the meeting by a work colleague of your choice.
- (d) Following the meeting the manager will consider his/her decision. As soon as possible following the meeting, you will be provided with the decision in writing. This written decision will also state your right of appeal if you are dissatisfied with the outcome.

35.3 Appeal

If you wish to appeal against the decision at clause 35.2(d) above, then you must submit a written request for an appeal hearing. Your written request must adequately set out the basis for the appeal and why you disagree with the original decision.

- (a) Your written request for an appeal must be given to a manager within 5 days of you receiving notice of the original decision at clause 36.2(d) above.
- (b) You will be advised of a meeting that will occur within 5 days of receipt of your request for an appeal. You must make all reasonable attempts to attend that meeting.
- (c) You have the right to be accompanied at the appeal meeting by a work colleague of your choice.
- (d) If possible, a more senior manager who was not involved in the original grievance will hear the appeal. If that is not an option, then the person overseeing the case will act as impartially as possible.
- (e) Following the meeting, the manager responsible for hearing the appeal will consider his/her decision. You will be advised of the decision in writing as soon as possible following the hearing. This decision will be final, and marks the end of the internal appeals process.

36 HEALTH AND SAFETY POLICY STATEMENT

36.1 Introduction

The Group's policy is to provide and maintain safe and healthy working conditions, equipment and systems of work for all its employees and to provide such information, training and supervision as they need for this purpose. The allocation of duties for safety matters and the particular arrangements to be made in order to implement the policy are set out below.

The Policy will be kept up-to-date, particularly as the organisation changes in size and nature. To ensure this, the policy and the way in which it has operated will be reviewed at least once a year.

36.2 Statement of Responsibilities

The Health and Safety Officer (H&S Officer) is Emma L T Bailey.

Departmental Responsibility - All managers or supervisors are responsible for policy implementation in their work areas. They should:

- familiarise themselves with the Policy and implement it effectively.
- take all necessary measures to eliminate or control potential and existing hazards within their area of responsibility.
- ensure that staff is aware of fire procedures including assembly point, fire exit, fire call point, fire extinguishers. All new staff should be made familiar with this policy and fire procedures.
- complete accident report forms.
- inform the H&S Officer immediately if they become aware of any health and safety risks or hazards to staff, residents or other users of the facilities and record the information in the Risk & Hazard Record Book, kept by H&S Officer.

36.3 Your Responsibility

By law, you have a responsibility to co-operate with supervisors and managers to achieve a healthy and safe workplace and to take reasonable care of yourself and others. You should familiarise yourself with the Policy and comply with it. Whenever you notice a health and safety problem, you should immediately inform the H&S Officer. The safety of the working environment depends upon all staff exercising individual responsibility. You should not assume that someone else will pick up or move a potential hazard or tell the H&S Officer of one.

36.4 ACCIDENTS

First Aid

The First Aid box is kept at Reception. The First Aider is responsible for ensuring that the contents of the first aid box conform to statutory requirements.

The Group's First Aiders are:

- Pippa Abbott
- Lucy Morris
- Dorcas Rogers

Incidents

All accidents must be reported in the Accident Book, which is kept by the H&S Officer. The following information must be recorded:

- The name of the injured person
- The type of the injury

- How, when and where it occurred
- The name of the person in charge
- The treatment given

Under the 'Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1985 (RIDDOR)' the C.E.O. of Curtis Brown Group Ltd is required to report any major injury or condition which has occurred during the course of work to the local Health and Safety Executive.

36.5 GENERAL FIRE SAFETY

Notices describing the correct action to take in the event of fire are located throughout the office. In the event of fire, the fire alarm must be sounded and the fire brigade called. The premises must be evacuated as quickly as possible. Lifts are not to be used under any circumstances.

Escape Routes - All marked fire escape routes must be kept clear and easily accessible at all times.

36.6 RISK ASSESSMENT

If any machine, piece of equipment or substance could potentially cause harm to anyone on the premises a risk assessment should be carried out and clear procedures laid down for the use of the item. The manufacturer's guidance should be followed at all times. All potential hazards should be brought to the attention of anyone who may come into contact with them. The person responsible for ensuring that this information is disseminated is the Health and Safety Officer.

36.7 HOUSEKEEPING

Safe stacking and storage

All materials and objects should be stored and stacked so that they are not likely to fall and cause injury. Staff should not lift heavy items without appropriate training.

Exits and stairways

All exits and stairways must be kept clear at all times. Boxes, bags and other items must not be stored in front of fire exits or other escape routes or on staircases.

Lighting

All light bulbs and fluorescent tubes should be replaced as necessary in order to ensure adequate lighting at all times. You should tell the H&S Officer if light bulbs or tubes need to be replaced.

Photocopiers/Printers

You should tell the IT support staff if a toner cartridge is required. Do not attempt to change toner cartridges yourself. All staff should be careful when extracting mis-fed paper and take care not to touch the hazard areas of the machine.

36.8 ELECTRICAL EQUIPMENT

You must unplug appliances before cleaning them or making adjustments. Do not place leads where they could trail or dangle. You must immediately remove any suspect or faulty equipment (e.g. kettles, toasters) from use and notify the H&S Officer.

37 ANTI-CORRUPTION AND BRIBERY POLICY

- 37.1 It is the Group's policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery.
- 37.2 The Group will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. However, we remain bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct both at home and abroad.
- 37.3 The purpose of this policy is to:
- (a) set out our responsibilities, and of those working for us, in observing and upholding our position on bribery and corruption; and
 - (b) provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.
- 37.4 Bribery and corruption are punishable for individuals by up to ten years' imprisonment and if we are found to have taken part in corruption we could face an unlimited fine, be excluded from tendering for public contracts and face damage to our reputation. We therefore take our legal responsibilities very seriously.
- 37.5 In this policy, third party means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

Who is covered by this policy?

- 37.6 This policy applies to all individuals working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, homeworkers, casual workers and agency staff, volunteers, interns, agents, sponsors, or any other person associated with us, or any of our subsidiaries or their employees, wherever located (collectively referred to as workers in this policy).

What is bribery?

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

Example: Offering a bribe

You offer a potential client tickets to a major sporting event, but only if they agree to do business with us.

This would be an offence as you are making the offer to gain a commercial and contractual advantage. We may also be found to have committed an offence because the offer has been made to obtain business for us. It may also be an offence for the potential client to accept your offer.

Example: Receiving a bribe

A supplier gives your nephew a job, but makes it clear that in return they expect you to use your influence in our organisation to ensure we continue to do business with them.

It is an offence for a supplier to make such an offer. It would be an offence for you to accept the offer as you would be doing so to gain a personal advantage.

Example: Bribing a foreign official

You arrange for the business to pay an additional payment to a foreign official to speed up an administrative process.

The offence of bribing a foreign public official has been committed as soon as the offer is made. This is because it is made to gain a business advantage for us. We may also be found to have committed an offence.

Gifts and hospitality

- 37.8 This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties.
- 37.9 You are prohibited from accepting a gift from or giving a gift to a third party OR The giving or receipt of gifts is not prohibited, if the following requirements are met:
- 37.10 It 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, or in explicit or implicit exchange for favours or benefits;
- it complies with local law;
 - it is given in our name, not in your name;
 - it does not include cash or a cash equivalent (such as gift certificates or vouchers);
 - it is appropriate in the circumstances. For example, in the UK it is customary for small gifts to be given at Christmas time;
 - taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time;
 - it is given openly, not secretly; *and*
 - gifts should not be offered to, or accepted from, government officials or representatives, or politicians or political parties, without the prior approval of your manager.

We appreciate that the practice of giving business gifts varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift or hospitality is reasonable and justifiable. The intention behind the gift should always be considered.

What is not acceptable?

- 37.11 It is not acceptable for you (or someone on your behalf) 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;
 - give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;
 - accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;
 - accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by us in return;
 - threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; *or*
 - engage in any activity that might lead to a breach of this policy.

Facilitation payments and kickbacks

37.12 The Company does not make, and will not accept, facilitation payments or "kickbacks" of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official. They are not commonly paid in the UK, but are common in some other jurisdictions.

If you are asked to make a payment on our behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the directors of the Company.

Kickbacks are typically payments made in return for a business favour or advantage. All workers must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

Donations

37.13 The Company does not make contributions to political parties. It only makes charitable donations that are legal and ethical under local laws and practices. No donation must be offered or made without the prior approval of the directors of the Company.

Potential risk scenarios: "red flags"

37.14 The following is a list of possible red flags that may arise during the course of you working for us and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

If you encounter any of these red flags while working for us, you must report them promptly to your manager:

- you become aware that a third-party engages in, or has been accused of engaging in, improper business practices;
- you learn that a third-party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;
- a third-party insists on receiving a commission or fee payment before committing to sign up to a contract with the Company or any Group Company, or carrying out a government function or process for the Company or any Group Company;
- a third-party requests payment in cash and/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 that payment is made to a country or geographic location different from where the third party resides or conducts business;
- a third-party requests an unexpected additional fee or commission to "facilitate" a service;
- a third-party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- a third-party requests that a payment is made to "overlook" potential legal violations;
- a third-party requests that you provide employment or some other advantage to a friend or relative;
- you receive an invoice from a third-party that appears to be non-standard or customised;

- a third-party insists on the use of side letters or refuses to put terms agreed in writing;
- you notice that the Company or any Group Company have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- a third-party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to the Group;
- you are offered an unusually generous gift or offered lavish hospitality by a third-party; or

Your responsibilities

37.15 You must ensure that you read, understand and comply with this policy.

The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. All our employees and workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.

You must notify your manager as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business.

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. The Company reserves our right to terminate our contractual relationship with other workers if they breach this policy.

Record-keeping

37.16 The Group must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.

You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to managerial review.

You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.

All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept "off-book" to facilitate or conceal improper payments.

How to raise a concern

37.17 You are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. If you are unsure whether a particular act constitutes bribery or corruption, or if you have any other queries, these should be raised with your line manager. Concerns should be reported by following the procedure set out in our Whistleblowing Policy.

What to do if you are a victim of bribery or corruption

37.18 It is important that you tell your line manager as soon as possible if you are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity.

Protection

37.19 Workers who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

The Group is committed to ensuring no one 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 other corruption offence has taken place, or may take place in the future. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the compliance manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

Training and communication

37.20 Training on this policy forms part of the induction process for all new workers. All existing workers will receive regular, relevant training on how to implement and adhere to this policy.

Our zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate thereafter.

38 PRIVACY NOTICE

Introduction

Scope of privacy notice

- 38.1 Like most businesses, we hold and process a wide range of information, some of which relates to individuals who work for us. This Privacy Notice explains the type of information we process, why we are processing it and how that processing may affect you.
- 38.2 The notice focuses on individuals who work for us, whether employed by us or not. It also covers information on those who apply to work for us and former employees.
- 38.3 This Privacy Notice is set out in this document (the Core Notice) and the Supplementary Information in the annex to this document.
- 38.4 In the Supplementary Information, we explain what we mean by “personal data”, “processing”, “sensitive personal data” and other terms used in the notice.
- 38.5 In brief, this notice explains:
- what personal data we hold and why we process it;
 - the legal grounds which allow us to process your personal data;
 - where the data comes from, who gets to see it and how long we keep it;
 - how to access your personal data and other rights;
 - how to contact us.

Personal data – what we hold and why we process it

- 38.6 We process data for the purposes of our business including management, administrative, employment and legal purposes. The Supplementary Information provides more specific information on these purposes, on the type of data that may be processed and on the grounds on which we process data. See *Processing gateways – the legal basis for processing* and *Further information on the data we process and our purposes*.

Where the data comes from and who gets to see it

- 38.7 Some of the personal data that we process about you comes from you. For example, you tell us your contact and banking details.
- 38.8 Other personal data about you is generated in the course of your work, for example, from your managers, colleagues and customers or others outside our organisation with whom you deal.
- 38.9 Your personal data will be seen internally by managers, HR and, in some circumstances, colleagues. We may also pass your data outside the organisation, for example to people you are dealing with and payroll agencies.
- 38.10 Further information on this is provided in the Supplementary Information. See *Where the data comes from* and *Who gets to see your data?*

How long do we keep your personal data?

- 38.11 We do not keep your personal data for any specific period but will not keep it for longer than is necessary for our purposes. In general, we will keep your personal data for the duration of your employment and for a period afterwards.
- 38.12 See *Retaining your personal data – more information* in the Supplementary Information.

Your data rights

- 38.13 You have a right to make a subject access request to receive information about the data that we process about you. Further information on this and on other rights is in the Supplementary Information under *Access to your personal data and other rights*. We also explain how to make a complaint about our processing of your data.

Contact details

- 38.14 In processing your personal data, we act as a data controller.

SUPPLEMENTARY INFORMATION

What do we mean by “personal data” and “processing”?

- 38.15 “Personal data” is information relating to you (or from which you may be identified) which is processed by automatic means or which is (or is intended to be) part of a structured manual filing system. It includes not only facts about you, but also intentions and opinions about you.
- 38.16 Data “processed automatically” includes information held on, or relating to use of, a computer, laptop, mobile phone or similar device. It covers data derived from equipment such as access passes within a building, data on use of vehicles and sound and image data such as CCTV or photographs.
- 38.17 “Processing” means doing anything with the data. For example, it includes collecting it, holding it, disclosing it and deleting it.
- 38.18 Personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, health, sexual orientation, sex life, trade union membership and genetic and biometric data are subject to special protection and considered by EU privacy law to be “sensitive personal data”.
- 38.19 References in the Privacy Notice to employment, work (and similar expressions) include any arrangement we may have under which an individual provides us with work or services. By way of example, when we mention an “employment contract”, that includes a contract under which you provide us with services; when we refer to ending your employment, that includes terminating a contract for services. We use the word “you” to refer to anyone within the scope of the notice.

Legal grounds for processing personal data

What are the grounds for processing?

38.20 Under data protection law, there are various grounds on which we can rely when processing your personal data. In some contexts, more than one ground applies. We have summarised these grounds as Contract, Legal obligation, Legitimate Interests and Consent and outline what those terms mean in the following table.

<i>Term</i>	<i>Ground for processing</i>	<i>Explanation</i>
Contract	Processing necessary for performance of a contract with you or to take steps at your request to enter a contract	This covers carrying out our contractual duties and exercising our contractual rights.
Legal obligation	Processing necessary to comply with our legal obligations	Ensuring we perform our legal and regulatory obligations. For example, providing a safe place of work and avoiding unlawful discrimination
Legitimate Interests	Processing necessary for our or a third party's legitimate interests	We or a third party have legitimate interests in carrying on, managing and administering our respective businesses effectively and properly and in connection with those interests processing your data. Your data will not be processed on this basis if our or a third party's interests are overridden by your own interests, rights and freedoms.
Consent	You have given specific consent to processing your data	In general processing of your data in connection with employment is not conditional on your consent. But there may be occasions where we do specific things such as provide a reference, deduct union dues or obtain medical reports and rely on your consent to our doing so.

Processing sensitive personal data

38.21 If we process sensitive personal data about you, as well as ensuring that one of the grounds for processing mentioned above applies, we will make sure that one or more of the grounds for processing sensitive personal data applies. In outline, these include:

- (a) Processing being necessary for the purposes of your or our obligations and rights in relation to employment in so far as it is authorised by law or collective agreement;
- (b) Processing relating to data about you that you have made public (e.g. if you tell colleagues that you are ill);

- (c) Processing being necessary for the purpose of establishing, making or defending legal claims;
- (d) Processing being necessary for provision of health care or treatment, medical diagnosis, and assessment of your working capacity;
- (e) Processing for equality and diversity purposes to the extent permitted by law.

Further information on the data we process and our purposes

38.22 The Core Notice outlines the purposes for which we process your personal data. More specific information on these, examples of the data and the grounds on which we process data are in the table below.

38.23 The examples in the table cannot, of course, be exhaustive. For example, although the table does not mention data relating to criminal offences, if we were to find out that someone working for us was suspected of committing a criminal offence, we might process that information if relevant for our purposes.

<i>Purpose</i>	<i>Examples of personal data that may be processed</i>	<i>Grounds for processing</i>
Recruitment	Information concerning your application and our assessment of it, your references, any checks we may make to verify information provided or background checks and any information connected with your right to work in the UK. If relevant, we may also process information concerning your health, any disability and in connection with any adjustments to working arrangements.	Contract Legal obligation Legitimate interests
Your employment contract including entering it, performing it and changing it.	Information on your terms of employment from time to time including your pay and benefits, such as your participation in pension arrangements, life and medical insurance; and any bonus or share schemes.	Contract Legal obligation Legitimate interests
Contacting you or others on your behalf	Your address and phone number, emergency contact information and information on your next of kin	Contract Legitimate interests
Payroll administration	Information on your bank account, pension contributions and on tax and national insurance Information on attendance, holiday and other leave and sickness absence	Contract Legal obligation Legitimate interests
Supporting and managing your work and performance and any health concerns	Information connected with your work, anything you do at work and your performance including records of documents and emails created by or relating to you and information on your use of our systems including computers, laptops or other device. Management information regarding you including notes of meetings and appraisal records.	Contract Legal obligation Legitimate interests

<i>Purpose</i>	<i>Examples of personal data that may be processed</i>	<i>Grounds for processing</i>
	<p>Information relating to your compliance with our policies.</p> <p>Information concerning disciplinary allegations, investigations and processes and relating to grievances in which you are or may be directly or indirectly involved.</p> <p>Information concerning your health, including self-certification forms, fit notes and medial and occupational health reports.</p>	
Changing or ending your working arrangements	Information connected with anything that may affect your continuing employment or the terms on which you work including any proposal to promote you, to change your pay or benefits, to change your working arrangements or to end your employment	Contract Legitimate interests
Physical and system security	<p>CCTV images</p> <p>Records of use of swipe and similar entry cards</p> <p>Records of your use of our systems including computers, phones and other devices and passwords.</p>	Legal obligation Legitimate interests
Providing references in connection with your finding new employment	Information on your working for us and on your performance.	Consent Legitimate interests
Providing information to third parties in connection with transactions that we contemplate or carry out	Information on your contract and other employment data that may be required by a party to a transaction such as a prospective purchaser, seller or outsourcer	Legitimate interests
Monitoring of diversity and equal opportunities	Information on your nationality, racial and ethnic origin, gender, sexual orientation, religion, disability and age	Legitimate interests
Monitoring and investigating compliance with policies and rules – both generally and specifically	We expect our employees to comply with our policies and rules and may monitor our systems to check compliance (e.g. rules on accessing pornography at work). We may also have specific concerns about compliance and check system and other data to look into those concerns (e.g. log-in records, records of usage and emails and documents, CCTV images).	Legitimate interests
Disputes and legal proceedings	Any information relevant or potentially relevant to a dispute or legal proceeding affecting us.	Legitimate interests Legal obligation
Trade union check off arrangements	Details of trade union membership and deductions of contributions made at source	Contract
Day to day business operations including marketing and customer/client relations	Information relating to the work you do for us, your role and contact details including relations with	Legitimate interests

<i>Purpose</i>	<i>Examples of personal data that may be processed</i>	<i>Grounds for processing</i>
	current or potential customers or clients. This may include a picture of you for internal or external use.	
Maintaining appropriate business records during and after your employment	Information relating to your work, anything you do at work and your performance relevant to such records.	Contract Legal obligation Legitimate interests

Where the data comes from

38.24 When you start employment with us, the initial data about you that we process is likely to come from you: for example, contact details, bank details and information on your immigration status and whether you can lawfully work. We may also require references and information to carry out background checks. In the course of employment, you may be required to provide us with information for other purposes such as sick pay (and SSP) and family rights (e.g. maternity and Paternity Leave and pay). If you do not provide information that you are required by statute or contract to give us, you may lose benefits or we may decide not to employ you or to end your contract. If you have concerns about this in a particular context, you should speak to HR.

38.25 In the course of your work, we may receive personal data relating to you from others. Internally, personal data may be derived from your managers and other colleagues or our IT systems; externally, it may be derived from our customers or those with whom you communicate by email or other systems.

Who gets to see your data?

Internal use

38.26 Your personal data may be disclosed to your managers, HR and administrators for employment, administrative and management purposes as mentioned in this document. We may also disclose this data to other members of our group.

External use

38.27 We will only disclose your personal data outside the group if disclosure is consistent with a ground for processing on which we rely and doing so is lawful and fair to you.

We may disclose your data if it is necessary for our legitimate interests as an organisation or the interests of a third party (but we will not do this if these interests are over-riden by your interests and rights in particular to privacy). We may also disclose your personal data if you consent, where we are required to do so by law and in connection with criminal or regulatory investigations.

38.28 Specific circumstances in which your personal data may be disclosed include:

- Disclosure to organisations that process data on our behalf such as our payroll service, insurers and other benefit providers, our bank and organisations that host our IT systems and data;
- Disclosure to external recipients of electronic communications (such as emails) which contain your personal data; and
- Disclosure on a confidential basis to a potential buyer of our business or company for the purposes of evaluation – but only if we were to contemplate selling;

Retaining your personal data – more information

- 38.29 Although there is no specific period for which we will keep your personal data, we will not keep it for longer than is necessary for our purposes. In general, we will keep your personal data for the duration of your employment and for a period afterwards. In considering how long to keep it, we will take into account its relevance to our business and your employment either as a record or in the event of a legal claim.
- 38.30 If your data is only useful for a short period (for example, CCTV or a record of a holiday request), we may delete it.
- 38.31 Personal data relating to job applicants (other than the person who is successful) will normally be deleted after 12 months.

Access to your personal data and other rights

- 38.32 We try to be as open as we reasonably can about personal data that we process. If you would like specific information, just ask us.
- 38.33 You also have a legal right to make a “subject access request”. If you exercise this right and we hold personal data about you, we are required to provide you with information on it, including:
- Giving you a description and copy of the personal data
 - Telling you why we are processing it
- 38.34 If you make a subject access request and there is any question about who you are, we may require you to provide information from which we can satisfy ourselves as to your identity.
- 38.35 As well as your subject access right, you may have a legal right to have your personal data rectified or erased, to object to its processing or to have its processing restricted. If you have provided us with data about yourself (for example your address or bank details), you have the right to be given the data in machine readable format for transmitting to another data controller. This only applies if the ground for processing is Consent or Contract.
- 38.36 If we have relied on consent as a ground for processing, you may withdraw consent at any time – though if you do so that will not affect the lawfulness of what we have done before you withdraw consent.

Complaints

- 38.37 If you have complaints relating to our processing of your personal data, you should raise these with HR in the first instance. You may also raise complaints with the Information Commissioner who is the statutory regulator. For contact and other details ask HR or see: <https://ico.org.uk/ICO> .