



Employee Handbook

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1 Company background

About ECRM

ECRM is an internet marketing agency based in Bath, Somerset, United Kingdom mainly servicing clients in the West and South West including Bath, Bristol, Chippenham, Gloucester, Somerset, Swindon, Taunton, Wiltshire and the M4 / M5 corridor. ECRM provides internet marketing and web development services to small and medium sized businesses in these areas.

At ECRM we depend, totally, on the service that we offer to our clients.

Everyone has a part to play in achieving this by ensuring that we:

- Try to get things 100% right, 100% of the time and thus merit 100% trust and confidence from our clients and donors, behaving with absolute integrity, keeping our promises and treating them as personal commitments – if in doubt, under promise and over deliver
- Strive to achieve the clearest possible communication so that misunderstandings just do not – if we don't look after donors, someone else will
- Take complaints seriously, put right what is wrong and learn to improve from our mistakes – nothing is gained by winning an argument but losing a donor or our reputation
- Treat everyone with consideration and courtesy and as we would like to be treated ourselves
- The reputation of the whole company is in the hands of every individual, so make sure that we are seen to be responsible members of the community and that we make good use of any property entrusted to our care and keep it in good order

To support this Management philosophy is to ensure that:

- Managers are competent, just, ethical, open, visible and accessible, lead by example and are available for counsel and advice.
- Everyone understands our vision and missions and can communicate them clearly
- Teamwork and co-operation are recognised and rewarded, but also that all staff are treated as individuals and their personal contribution is also recognised and rewarded
- Everyone is effectively trained to enable them to achieve high standards
- Innovation and suggestions are supported, investigated and, where possible, implemented
- Compensation is fair and working conditions orderly and safe
- Processes and IT support that makes life as easy as possible for each and every member of staff to do their job are available
- Costs are minimised but investment in improvement is made wherever and whenever it is possible.

2 About this Handbook

The Company has drawn up this Handbook to provide you with information on policies and procedures. It is important for you to read the Handbook carefully as this, together with your Contract of Employment, sets out your main terms and conditions of employment.

The information covers a wide range of subjects relating to your employment and in the event that information in this Handbook conflicts with terms and conditions as stated in your Contract of Employment, the Contract will take precedence.

If you have any questions or any part of the Handbook is unclear to you, please do not hesitate to raise any queries with Management.

It is important that you do this before signing, on your contract of employment that you have read, understood and are willing to abide by all the Company's terms and conditions.

3 Annual holiday entitlement and authorisation

Entitlement

Full details of your holiday entitlement are in your Contract of Employment.

Carrying over holidays to the following year

You will not usually be allowed to carry forward any holidays in excess of the statutory minimum entitlement into the next holiday year. In exceptional cases where this is allowed, authority must be obtained in writing from your Line Manager.

Request for holidays

In order to submit a request for holidays, you should complete the relevant form and have the holiday authorised by Management.

The amount of notice required is one month except for single days, when one week's notice is normally required.

All requests, providing they have been received in time, will be processed in date and time order.

Length and timing of holidays

The Company will not normally agree a request for a holiday that involves more than two consecutive weeks.

Refusal of holidays

In the event that the Company has to refuse a holiday request because of business needs, the Company is not responsible for any financial commitment made by you before authorisation. You are therefore advised **not** to book holidays with tour operators, travel agents, hotels or passenger carriers, etc., until your holiday request form has been authorised by the Company.

Adjustment to holidays

On joining the Company you will be entitled to holiday leave in proportion to the holiday year remaining on the date when your employment began.

On leaving the Company you will be entitled to holiday leave in proportion to the holiday year worked on the date when your employment ended. If you have been paid for more holidays than your entitlement then the balance will be deducted from your final payment. If you have been paid for fewer holidays than your entitlement then the balance will be paid to you with your final payment.

4 Absence from work

Fairway Consultants relies heavily on the structure and integrity of its teams to be fully effective. Therefore, it is particularly important that the earliest possible notice of absence is given when such circumstances arise.

Appointments

If you need to be absent from work to keep a medical, dental or other essential appointment, prior permission should always be obtained from your direct manager. Payment for absences of this nature will be at the discretion of the Company. You must try to arrange such appointments outside normal working hours wherever possible. Any such absences from the workplace should be minimal.

Sickness and injury

Notification of absence

If you are absent from work without prior authorisation, you or someone on your behalf must notify your direct Manager between 09.00 and 09.30 on the first day of absence. Any unauthorised absence must be properly explained in that first contact and, if the absence continues, you must keep the Company fully informed. This applies to both short and long term situations and you will be expected to contact the Company on a weekly basis if your absence continues for more than one week.

Period of absence

If your sickness is for more than seven calendar days then you must provide the Company with a doctor's medical certificate. You must continue to provide medical certificates to cover the whole of the absence period.

Please note that the Company will review the attendance levels of all employees on a regular basis. In deciding whether to take further action in respect of sickness absence, the evidence of a medical certificate may not be sufficient and the Company may seek alternative medical information.

Returning from absence

On your return to work after absence because of sickness, irrespective of the length of absence, you must complete the Company's sickness form.

If you have been suffering from an infectious or contagious disease or illness, you must not report for work without clearance from your doctor.

Statutory Sick Pay (SSP)

The Company is responsible for paying SSP to you if you are eligible.

The maximum period for which SSP is payable is 28 weeks in one period of sickness absence and is paid at a rate specified by law. As with other earnings, SSP is subject to the deduction of income tax and all other normal deductions. We will inform you if you are not eligible for SSP.

SSP is paid in respect of qualifying days on which you are unable to work through sickness. Qualifying days are those days on which you would normally work. Generally SSP is not payable for the first three qualifying days of sickness which are known as "waiting days", but this may not always be the case if you are absent on more than one occasion within a short period of time.

SSP is only paid when the sickness absence is for four or more consecutive qualifying days.

At the start of your employment you are required to produce any "linking letter" or information given to you by your previous employer or Benefits Agency to the Company.

Maternity rights

This section of the Handbook is for pregnant employees and new mothers. It details their rights, which fall into three main categories:

- Paid time off for antenatal care.
- Maternity leave.
- Maternity benefits.

Ante-natal care

You are entitled to be paid your normal rate of pay for any appointments during working hours related to antenatal care. In order to receive payment an appointment card must be produced confirming the appointment and you will be expected to return to work after keeping your appointment wherever possible.

When a certificate confirming pregnancy is issued, this must be handed in as soon as possible.

Ordinary maternity leave

You are entitled to 26 weeks ordinary maternity leave and have the right to return to work in your old job. These rights apply regardless of length of service or the number of hours worked.

If you work full time you have the right to return to your full time position; you do not have the right to return part time. However, the Company will discuss any request for part time work and will, if possible, offer part time work. Requests should be made in writing to the Company, giving as much notice as possible.

You can start your ordinary maternity leave at any time from the 11th week before the expected week of childbirth, referred to from now on as the EWC. For all maternity leave purposes, "childbirth" is either a live birth before the end of the 24th week of pregnancy or a live or still birth after the 24th week of pregnancy.

Throughout the ordinary maternity leave period, all your terms and conditions of employment are maintained with the sole exception of wages or salary.

Additional maternity leave

If you have at least 26 weeks continuous service at the end of the 15th week before your EWC you are entitled to take additional maternity leave. This starts at the end of the ordinary maternity leave period and ends 26 weeks later.

The normal terms and conditions of employment are not maintained during the additional maternity leave period, but the period of absence counts as continuous service.

Notification

The notice periods detailed below must be complied with in order to safeguard your rights. You must notify the Company in writing by the 15th week before the EWC of the following:

- that you are pregnant
- the EWC
- the date on which you intend to start your maternity leave.

You must also provide a certificate (normally a form MAT B1) stating the EWC.

The Company will then write to you within 28 days to confirm your date of return to work.

You can change the date on which you intend to start your maternity leave by giving the Company at least 28 days' written notice.

Returning to work

If you take the full entitlement to maternity leave your return date will be the date previously notified to you by the Company. If you wish to return early you must give the Company 28 days' written notice of your early return date. Your early return may be delayed if this procedure is not followed.

If you intend to return to work at the end of your maternity leave but fail to do so, the Company's normal rules regarding absence will apply.

Maternity benefits

Although you do not need any qualifying service or work a minimum number of hours to be entitled to maternity leave or the right to return to work, in order to qualify for Statutory Maternity Pay (SMP) from the Company, you need to have the following:

- at least 26 weeks continuous service at the end of the 15th week before the EWC (this is known as the "qualifying week" for maternity pay purposes)
- average earnings above the National Insurance lower earnings limit during the eight weeks before the qualifying week.

If you meet these conditions you are entitled to a maximum of 26 weeks SMP which is calculated as:

- 6 weeks at 90% of normal weekly earnings
- 20 weeks at the lesser of the lower rate of SMP or 90% of normal weekly earnings.

If you do not qualify for SMP from the Company you may be entitled to Maternity Allowance from the Benefits Agency.

Sickness absence during pregnancy

If you are absent from work because of a pregnancy related illness or reason at any time during the four weeks before your EWC, the ordinary maternity leave period begins on the first day of absence. If the pregnancy related absence began before the fourth week, then the ordinary maternity leave period begins at the start of the fourth week.

If you are absent from work and the illness is **not** pregnancy related, the maternity leave period will begin on the date you have previously notified.

If you are absent from work in the weeks leading up to your maternity leave it may affect the higher rate of SMP (90% of normal pay) because it is based on your average earnings in the eight weeks prior to the qualifying week.

Adoption rights

This section of the Handbook is similar to the previous section but deals with employee rights on the adoption of a child, which fall into two main categories:

- Adoption leave.
- Adoption benefits.

Ordinary adoption leave

If you are the adoptive parent who has elected to take adoption leave and you have at least 26 weeks continuous service at the end of the week in which the child is matched with you for adoption, you have the right to 26 weeks ordinary adoption leave. You can start your adoption leave as soon as the child is placed with you for adoption or, if pre-notified, up to 14 days before that date.

You are entitled to return to work in your old job after the ordinary adoption leave period. If you work full time you have the right to return to your full time position; you do not have the right to return part time. However, the Company will discuss any request for part time work and will, if possible, offer part time work. Requests should be made in writing to the Company, giving as much notice as possible.

Throughout the ordinary adoption leave, all your terms and conditions of employment are maintained with the sole exception of wages or salary.

Additional adoption leave

If you are entitled to ordinary adoption leave, additional adoption leave starts at the end of the ordinary adoption leave period and ends 26 weeks later.

The normal terms and conditions of employment are not maintained during the additional adoption leave period, but the period of absence counts as continuous service.

Notification

The notice periods detailed below must be complied with in order to safeguard your rights.

You must notify the Company in writing of the following no later than seven days after being matched with a child for adoption:

- the date of placement of the child for adoption
- the date on which you intend to start your adoption leave

You must also provide an Adoption Certificate from the approved adoption agency.

The Company will then write to you within 28 days to confirm your date of return to work.

You can change the date on which you intend to start your adoption leave by giving the Company at least 28 days' written notice.

Returning to work

If you take the full entitlement to adoption leave your return date will be the date previously notified to you by the Company. If you wish to return early you must give the Company 28

days' written notice of your early return date. Your early return may be delayed if this procedure is not followed.

If you intend to return to work at the end of your adoption leave but fail to do so, the Company's normal rules regarding absence will apply.

Adoption benefits

If you are entitled to statutory adoption leave and your average earnings were above the National Insurance lower earnings limit during the eight weeks before the week in which the child was matched with you for adoption, you are entitled to Statutory Adoption Pay (SAP) from the Company.

If you meet these conditions you are entitled, subject to special rules where the adoption is disrupted or where the child reaches age 18, to a maximum of 26 weeks SAP, which is the lesser of:

- the standard rate of SAP or
- 90% of normal weekly earnings

In order to be paid SAP, you should notify the Company in writing of the following no later than 28 days before the date on which you wish your SAP period to begin:

- the name and address of the approved adoption agency
- the date on which the child is expected to be placed for adoption and, where the child has already been placed for adoption, the date of placement
- the date on which you were informed that the child was to be placed with you for adoption

Paternity rights (birth)

Paternity leave

If you have at least 26 weeks continuous service at the end of the 15th week before the expected week of childbirth, referred to from now on as the EWC, you are entitled to choose to take either one week or two consecutive weeks of statutory paternity leave if you meet the following conditions:

- you have or expect to have responsibility for the upbringing of the child
- you are the biological father of the child or are married to or are the partner of the child's mother

You can start your paternity leave at any time during the period of 56 days beginning with the date on which the child is born or the first day of the EWC, whichever is the later. You must give prior notice of the day you intend to start your paternity leave, which can be:

- the day on which the child is born
- a day which you specify as a number of days after the day on which the child is born
- a predetermined date, which must be later than the first day of the EWC

Throughout the paternity leave, all your terms and conditions of employment are maintained with the sole exception of wages or salary.

Paternity benefits

If you are entitled to statutory paternity leave and your average earnings were above the National Insurance lower earnings limit during the eight weeks before the 15th week before the EWC, you are entitled to be paid Statutory Paternity Pay (SPP) during your statutory paternity leave period. SPP is the lesser of:

- the standard rate of SPP or
- 90% of normal weekly earnings

Notification

In order to safeguard your rights to paternity leave and pay you must complete the Company's Paternity (birth) Self-certificate by the 15th week before the EWC.

You can change the date on which you intend to start your paternity leave by giving the Company written notice at least 28 days before the original leave date.

Paternity rights (adoption)

Paternity leave

If you have at least 26 weeks continuous service at the end of the week in which the child's adopter is matched with the child for adoption, you are entitled to choose to take either one week or two consecutive weeks of statutory paternity leave if you meet the following conditions:

- you are not taking adoption leave in respect of the child
- you have or expect to have responsibility for the upbringing of the child
- you are married to or are the partner of the child's adopter

You can start your paternity leave at any time during the period of 56 days beginning with the date on which the child is placed with the adopter. You must give prior notice of the day you intend to start your paternity leave, which can be:

- the day on which the child is placed with the adopter
- a day which you specify as a number of days after the day on which the child is placed with the adopter
- a predetermined date, which must be later than the date on which the child is expected to be placed for adoption

Throughout the paternity leave, all your terms and conditions of employment are maintained with the sole exception of wages or salary.

Paternity benefits

If you are entitled to statutory paternity leave and your average earnings were above the National Insurance lower earnings limit during the eight weeks before the week in which the child was matched for adoption, you are entitled to be paid Statutory Paternity Pay (SPP) during your statutory paternity leave period. SPP is the lesser of:

- the standard rate of SPP or
- 90% of normal weekly earnings

Notification

In order to safeguard your rights to paternity leave and pay you must complete the Company's Paternity (adoption) Self-certificate no later than seven days after the date on which the adopter is notified of having been matched with the child for adoption.

You can change the date on which you intend to start your paternity leave by giving the Company written notice at least 28 days before the original leave date.

Parental leave

Parents of children born or placed for adoption on or after 15th December 1999 are entitled, on completion of one year's service with the Company, to take unpaid parental leave. The right applies to mothers and fathers and to a person who has legal parental responsibility. Parents who already have at least one year's service are able to start taking parental leave when the child is born or adopted and the remainder are able to start taking parental leave as soon as they have completed one year's service.

Parents are entitled to 13 weeks' leave for each child, to be taken before the child's fifth birthday or, in the case of an adopted child, until five years after adoption or up to age 18, whichever is the sooner. Parents of disabled children for whom disability living allowance is awarded are entitled to 18 weeks' leave and are able to use their leave up until the child's 18th birthday.

Special rules apply to parents of children born or placed for adoption between 15th December 1994 and 14th December 1999. These parents must have one year's continuous service with the Company, or with any previous employer between 15th December 1998 and 9th January 2002. They can only take parental leave up until 31st March 2005 but this is irrespective of the child's age. This time limit does not apply to parents of disabled children, who can take 18 weeks' parental leave up until their child's 18th birthday.

Parents must give 21 days' written notice to take parental leave and it must be taken in blocks or multiples of one week (part weeks, including single days or part days, count as whole weeks) up to a maximum of four weeks in any one year. Parents of disabled children must give 21 days' written notice and have the additional flexibility to take leave in days without them being counted as whole weeks, although part days count as full days.

Leave can be postponed by the Company for up to six months where the business cannot cope, except when a father gives the above advance notice to take leave immediately after the date when the child is born or when the partner of an adoptive parent gives the above advance notice to take leave immediately after the date when the child is placed for adoption.

Time off for dependants

You will be allowed to take reasonable time off work without pay to deal with an emergency involving a dependant. The amount of time off which is allowed will depend on the circumstances.

For example, in the case of the death of a spouse, child or parent, in addition to leave for the funeral, extra days may be given depending on the circumstances, e.g. for funeral arrangements. If a dependant is ill or injured, reasonable time off will be given to deal with the emergency - this does not mean that you will be allowed to take time off to look after the dependant personally.

Flexible working

If you have at least 26 weeks continuous service with the Company and you are the parent, adopter, guardian or foster parent of a child under age six (under age 18 if disabled) or you are married to or are the partner of a person within the above category and are living with the child, you have a statutory right to ask for your contract of employment to be varied to enable you to care for the child.

Any request for a variation must relate to:

- the hours you are required to work,
- the time when you are required to work, or
- the place where you are required to work (i.e. at home or at any place of business operated by the Company)

Requests must be made no later than two weeks before the child's sixth birthday (18th birthday if disabled). Your request must be made in writing and must include the following information:

- your relationship with the child and how that relationship meets the statutory criteria,
- a statement that it is a request for a variation of your contract of employment,
- the variation you are seeking and the proposed commencement date,
- an explanation of the effect you think the change would have on the Company and how it might be dealt with

On receipt of your formal request, the Company will arrange to meet with you to discuss it.

You can only make one request in any 12-month period for your contract of employment to be varied and, if the Company grants your request, the variation will be a permanent change to your contract of employment.

Jury service and attendance at court as a witness

If you are called for jury service or as a court witness, you will be granted unpaid leave of absence and you should claim for loss of earnings from the court. You will normally be given a form from the court asking for confirmation of your normal salary, which should be completed by the Company.

Public duties

The Company will allow reasonable time off without pay for certain public duties as listed below:

- a Justice of the Peace,
- a member of a local authority,
- a member of a police authority,
- a member of a statutory tribunal,
- a member of a relevant health body,
- a member of a relevant education body,
- a member of the Environment Agency,
- a member of a board of prison visitors,

- a member of the Service Authority for the National Criminal Intelligence Service or the National Crime Squad

General

The Company has tried to include as much information as possible regarding statutory rights to time off and pay in order to help you make the right decision in relation to your own circumstances. If there are any aspects of this section that are unclear, you are encouraged to put any questions you may have to Management.

5 General information

Insurance whilst on Company business

The Company's employers liability insurance covers all employees for injury or death from an incident whilst working for the Company. This is only payable when the Company is found to have been negligent in its role as an employer.

Damage or loss to personal property

Compensation for damage to or loss of personal possessions will only be considered if the Company can be held to have been negligent. All damage or loss should be reported to Management immediately. Where there is evidence that the accident or loss occurred through lack of care on your part, compensation will not normally be paid and you should check whether a claim could be made on your personal insurance policy to cover such circumstances.

You are advised not to leave any personal possessions or valuables unattended on Company premises.

Return of Company Property

On the last working day of employment, or at any time on demand, employees must return all company property in their possession to the Company. In the event of equipment being lost, stolen or damaged in any way, employees must pay the replacement cost to the company. This may be deducted from any monies due to the company by the employee.

Change of address or personal circumstances

You must always advise the Company, in writing, when you have a change in personal circumstances that will affect your personnel record. Particular examples are details of address, telephone number, marital status, emergency contact and any qualifications.

You must also seek authority from the Company in writing if you wish to take additional employment. In order to work more than an average of 48 hours in a week, you must sign an individual waiver form.

Data Protection

As part of your terms and conditions of employment you give the company permission to collect, retain and process information about you, such as age, sex and ethnic origin. This information will only be used so that we can monitor our compliances with the law and best practice in terms of equal opportunity and non-discrimination. The information which we hold, will be checked with you from time to time to ensure it remains up-to-date.

Health and safety

From the point of view of safety and appearance, work areas must be kept clean and tidy at all times.

You are required to take reasonable care of your own well being and that of all other employees. The relevant health and safety notices are posted around the premises and you are expected to be familiar with their requirements. If you have an accident or injury at work you must inform your Line Manager and, if office based, enter the incident in the Accident Book. The date, time and nature of the incident should be entered and whether it was witnessed.

Motor vehicles

If you are using your own car on company business then it is your responsibility to and you must complete an Own Vehicle Driver Declaration form. You must also insure that your car is properly insured for business use.

The company does not allow the use of hand held mobile phones by the person driving a vehicle whilst on company business.

Personal alarms

If you are issued with a personal alarm then it is your responsibility to complete a Personal Alarm Declaration.

Payment

Payslips

At the relevant payment interval you will receive a payslip giving details of all payments and deductions e.g. gross pay, income tax, national insurance, etc.

If you require further details of bonus and basic wages it is your responsibility to request details from your Manager.

Overpayments

If you are overpaid for any reason you are required to notify your direct manager. The amount of overpayment will normally be deducted from the following payment but if this would cause hardship, alternative arrangements to repay may be made. Any failure to report or return an overpayment to the company, may result in disciplinary or legal action as appropriate.

Income tax

In compliance with the law, you will receive a P60 from the Company each year detailing earnings and payment of income tax and National Insurance. This document should be kept in a safe place, as the law does not allow duplicate copies to be issued.

6 Company facilities and amenities

Unless specified to the contrary in your Contract of Employment, the benefits and facilities in this section are discretionary and may be withdrawn or altered by the Company at any time.

Food and drink facilities

Where provided, these facilities are for the convenience of all employees. Please ensure that all facilities are left in a clean and tidy condition after use. Care must be taken when using hot/electrical equipment and all rules concerning their use should be adhered to.

Please note that for health and safety reasons portable electrical appliances must **not** be brought onto Company premises.

Car parking

The Company does not provide any car parking facilities and does not accept liability for any damage or fines imposed on employee vehicles.

7 Company procedures

Disciplinary procedure

Purpose

The Company firmly believes that the fairest way to resolve any problems relating to conduct or performance is to have a well-structured disciplinary procedure. The procedure is designed to help and encourage all employees to achieve and maintain the Company's standards of conduct, attendance and performance. It should be looked upon as a positive process to ensure fair treatment for everyone.

Please read the following principles and procedures carefully as they form an important part of your terms and conditions of employment:

Principles

Apart from an informal verbal warning, you have the following rights in relation to disciplinary action:

- to be informed of the allegations of misconduct or poor performance to be addressed at any disciplinary hearing
- to be accompanied by a work colleague or by a trade union official
- to appeal against any disciplinary action

The procedure

Formal verbal warning

In the case of conduct, attendance or performance not reaching the required standard, the problem will be discussed with you at a disciplinary hearing where you will be given the opportunity to proffer a satisfactory explanation. If the explanation is unsatisfactory, you will be issued with a formal verbal warning. The topics discussed at the meeting will be confirmed in writing to you and the verbal warning will remain on your file for six months.

Written warning

A written warning will be issued following a disciplinary hearing where there is a current formal verbal warning on your file and sufficient improvement has not been made or where the misconduct or poor performance is serious enough to warrant the Company bypassing the formal verbal warning stage. A written warning will remain on file for 12 months.

Final written warning

If there is still insufficient improvement in your conduct, or if your performance is still unsatisfactory, you will be asked to attend a further disciplinary hearing. If no satisfactory explanation is offered for the lack of improvement, you will be issued with a final written warning that will remain on file for 12 months.

If the misconduct is sufficiently serious to warrant only one warning but is not sufficiently serious to justify dismissal, a final written warning will be issued. You will be informed in your final written warning that any further misconduct or failure to meet the required standard will result in your dismissal.

Dismissal

Dismissal will normally result if you still fail to achieve the standard of conduct or performance required by the Company. You will be given every opportunity to offer an explanation for your failure to meet the required standards at a final disciplinary hearing. As with all previous stages of the disciplinary procedure you will be offered the right of a witness and the right to appeal against the decision.

If you are dismissed, you will be provided, as soon as is reasonably practicable, with the reasons for dismissal, the date on which your employment will terminate and details of how you may appeal.

In exceptional circumstances, the Company reserves the right, as an alternative to dismissal, to impose a penalty of suspension without pay for up to a maximum of five working days, together with a final written warning that will remain on file for 12 months.

General

You will always be given as much information as possible regarding the allegations of misconduct, or any documentation detailing the shortfall in performance or capability that will form the basis of the disciplinary hearing. You will also be given fair and reasonable notice of the date and time of the hearing and whenever possible the disciplinary hearing will be held during your normal working hours.

The Company reserves the right to vary the disciplinary procedure dependent on either the seriousness of the allegations of misconduct or capability to be addressed, or if you only have a short amount of service.

If you are a short service employee or are still within the probationary period, you may not be issued with any warnings before dismissal.

N.B. The Company reserves the right to deduct from pay the cost of any damage or loss to property or goods, which after a disciplinary hearing was found to have been caused by your wilful negligence or vandalism.

Conduct covered

Conduct at work

The Company expects all employees to behave in a normal and reasonable manner. The following list provides examples of the type of conduct that the Company would expect:

- To be punctual for the start of work and to keep within the break times.
- To give regular attendance at work and to minimise all absenteeism.
- To be courteous, helpful and polite to all those with whom you have contact.
- To devote all your time and attention, whilst at work, to the Company and ensure that all its property including confidential information, records, equipment, information technology, etc., is kept safe and used correctly.
- To comply with all the Company's rules and regulations and to observe and perform all the terms of your employment as set out or referred to in your Contract of Employment.
- Not to be involved with any company, client or agent who is in direct competition with this Company. You are expected to devote all your loyalty to this Company

Conduct outside working hours

Normally the Company has no jurisdiction over employee activity outside working hours. Behaviour outside working hours will only become an issue if the activities adversely affect the Company.

Adverse publicity, bringing the Company name into disrepute, or actions that result in loss of faith in the Company, resulting in loss of business, or loss of faith in the integrity of the individual, will result in the disciplinary procedure being instigated.

Any disciplinary action will only be taken after a full investigation of the facts, and if it is necessary to suspend you for this period of time, you will receive your normal rate of pay.

The detriment suffered by the Company will determine the level of misconduct and it will also determine which disciplinary stage is most appropriate to suit the circumstances.

If the actions cause extreme embarrassment or serious damage to the Company's reputation or image, a decision may be taken to terminate the employment.

The Company's procedures covering disciplinary hearings and appeals still apply.

Gross misconduct

Gross misconduct will result in summary dismissal, which means you lose your right to notice or pay in lieu of notice.

Here is a list of offences that are normally regarded as "gross misconduct". It is not exhaustive, but it describes the kind of offence that can result in summary dismissal.

- Deliberate failure to comply with the published rules of the Company, including those covering cash handling, staff purchasing, security, health and safety, equal opportunities, etc.
- Deliberate falsification of records.
- Failure to comply with the laws of the UK.
- Recklessly or maliciously injuring the professional reputation of the company.
- Knowingly giving false or misleading information about the company.
- The committing of offences against current legislation relating to age, race relations, sex discrimination or disability discrimination whilst acting on behalf of the Company.
- Fighting or assaulting another person.
- Using threatening or offensive language towards customers or other employees.
- Making yourself unfit to work by solvent abuse, drinking alcohol, taking of illegal substances or failing to follow medical instructions on prescribed drugs.
- Being in possession of the Company's property without authorisation.
- Being in unauthorised possession of illegal drugs and substances or alcohol whilst on the Company's premises.
- Obscene behaviour.
- Behaviour likely to bring the Company into disrepute.
- Wilful and deliberate damage to the Company's property.
- Refusal to carry out reasonable duties or instructions.
- Conviction on a criminal charge that is relevant to your employment with the Company.
- The misuse including use for personal gain, of confidential information in the course of working for the Company
- Undertaking private work on the premises without permission

Disciplinary appeal procedure

At each stage of the disciplinary procedure, you will be given the right of appeal. If you wish to exercise your right of appeal, you should put your reasons in writing to the

Managing Director within five working days of receiving written confirmation of the disciplinary decision taken against you. You will need to explain why you feel the decision is unfair, or inappropriate in relation to the matters addressed at the disciplinary hearing.

If you have any new information or evidence to support your appeal, please give details in full and include the names of any witnesses you may wish to call to support you in your appeal. This is in order that there will be sufficient time to investigate any additional information before the appeal hearing. You are entitled to be accompanied at the appeal hearing by a work colleague or by a trade union official.

Although the purpose of the appeal is to review any disciplinary penalty imposed, it cannot increase the disciplinary penalty.

The decision of the person dealing with your appeal is final.

Grievance procedure

A grievance procedure is quite simply a way for all employees to discuss any problems, or air their views on any dissatisfaction that relates to their work. This can be done in two ways, either by informal discussion or by submitting the grievance in writing. In either instance the matter should be raised in the following way:

Bring your problem to the attention of your Manager. If you feel that you need help in putting your point of view across, you may ask a work colleague or trade union official to be present to help you explain the issue you are raising.

An informal discussion can quite often resolve the situation. However if you are not satisfied with the outcome of your informal discussion, inform your Manager that you wish to take the matter further and intend to submit a formal written grievance.

Submit your formal written grievance to your Manager's superior who will make every effort to hear your grievance within five working days.

Although the Company will always be willing to try and resolve your grievance as amicably as possible the decision of your Manager's superior will be final.

Claiming and accounting for expenses

If you incur or anticipate incurring legitimate expenses, including mileage allowance, on the Company's behalf, then you can claim them back on production of valid proof of journey in the case of mileage or valid receipts in the case of all other expenses and after completing the expenses form provided for this purpose. Claims can only be made for expenses incurred wholly in respect of business purposes.

Expenses should be submitted monthly. Any expenses not submitted within three months of the expenditure being incurred may not be passed for payment.

Rights of search

The Company has a contractual right of search in order to combat misappropriation of the Company's property, stock losses, or if the Company genuinely believes that drugs, or any illegal substances are on the premises. The right of search is to address problems relating to the above issues.

Under the rights of search procedure the Company may carry out random checks on the identity, person, and property, including vehicles of employees at any time whilst they are on the Company's premises or business. It is understood that such checks in themselves do not imply suspicion in relation to the individual concerned.

You may be asked to remove the contents of your pockets, bags, vehicle, etc., and you will have the right to be accompanied by a third party who is on the premises at the time of search.

If a personal search is deemed to be necessary, you will be entitled to be searched by a member of the same sex.

Whilst you have the right to refuse to be searched, a refusal can constitute a breach of contract, which could result in disciplinary action being taken against you.

The Company reserves the right to call the police for assistance at any stage.

8 Company policies

Equal opportunities and discrimination policy

The Company recognises that discrimination is unacceptable and unlawful.

The Company's aim is to ensure that no job applicant or employee is discriminated against, directly or indirectly, on the grounds of age, colour, race, ethnic and national origins, nationality (citizenship), sex or gender, sexual persuasion, being married, disability or being part-time.

By including this policy in the Employee Handbook, all employees are made aware that the Company will act in accordance with all statutory requirements and take into account any relevant codes of practice.

All job applicants will be considered solely on their ability to do the job. Interview questions will not be of a discriminatory nature.

All promotions will be made on merit in line with the principles of the policy.

Employees who have a disability will receive the necessary help, within reason, to enable them to carry out their normal duties effectively.

This policy will be assessed at regular intervals to ensure that equality of opportunity is afforded to all employees.

Harassment policy

The Company will not tolerate any form of harassment or bullying on the grounds of age, colour, race, ethnic and national origins, nationality (citizenship), sex or gender, sexual persuasion, being married, disability or being part-time.

The purpose of this policy is to inform employees of the type of behaviour that is totally unacceptable and to explain what solutions there are to employees who may suffer harassment or bullying.

The Company intends to provide a positive working environment in which no one feels threatened or intimidated.

Harassment is a discriminatory act and is a criminal offence. It is very difficult to define as it can take many forms, but in the main it takes the form of unwanted behaviour by one employee towards another, for example:

- Patronising or belittling comments
- Comments about appearance/body/clothes
- Leering or staring at a person's body
- Unwelcome sexual invitations or pressure
- Promises or threats, concerning employment or conditions, in exchange for sexual favours
- Displaying offensive or sexually explicit material
- Touching, caressing, hugging or indecent assault

Please remember the test is that the behaviour is UNWELCOME, UNINVITED AND UNRECIPROCATED.

Bullying is also difficult to define. Obvious examples are:

- Threats of or actual physical violence

- Unpleasant or over repeated jokes about a person
- Unfair or impractical work loading

Procedure

If you encounter a problem of this nature, it is vital that you make the person responsible aware that his/her remarks or conduct are offensive to you. This should be done in a simple, straightforward way.

It is recognised that complaints of harassment or bullying are often of a sensitive or worrying nature and that it may be difficult to speak directly to the other employee involved. If this is the case, you should put your request in writing and hand it to the harasser or bully.

When or if the informal approach fails or if you believe that the harassment or bullying is of a very serious nature you must bring the matter to the attention of a member of Management. If possible, you should keep notes of the harassment or bullying so that the formal complaint can be investigated, including the date, time and whereabouts of the act.

A formal complaint will be investigated thoroughly and during the investigation all possible actions will be taken to separate you from the alleged harasser or bully.

You will be informed of the findings of the investigations and will be given an opportunity to comment.

If the report concludes that the allegation is well founded, the harasser or bully will be subject to disciplinary action, in accordance with our disciplinary procedure.

If you bring a complaint of harassment or bullying you will not be victimised for having brought the complaint. If however after a full and fair investigation, the Company has grounds to believe that the complaint was brought with malicious intent, you will be subject to disciplinary action under the Company's disciplinary procedure.

The Company's appeal procedure applies to appeals against decisions made under the equal opportunities and discrimination policy and the harassment policy.

Redundancy policy

If a redundancy situation arises, for whatever reason, the Company will take whatever steps are reasonable in an effort to avoid compulsory redundancies, e.g.:

- Analyse overtime requirement
- Reduce hours
- Lay off with Statutory Guarantee Pay
- Ask for voluntary redundancies, whether anyone has plans to retire early or is considering a career move

If compulsory redundancies are necessary, employees will be involved and consulted at various meetings to discuss selection criteria, any alternative positions, and be given every opportunity to put forward any views of their own.

Employees will be given the opportunity to discuss the selection criteria drawn up. The Company reserves the right to reject any voluntary applications for redundancy if it believes that the volunteer has skills and experience that need to be retained for the future viability of the business.

Lay off/short time working

If a situation arises where there is a reduction of work, or there is any other occurrence that affects the normal running of the business, the Company has a right to either lay off without

pay other than Statutory Guarantee Pay or implement shorter working hours. This procedure is in line with your terms and conditions of employment.

The Company also reserves the right to select the employees best suited to carry out whatever work is available.

Employees will be offered alternative work wherever possible.

Employees who are laid off must still be available for work as and when necessary since continuity of service is not affected by any period of lay off.

The Company will pay Statutory Guarantee Pay in accordance with the current Government regulations.

Any employee who is laid off for longer than the Statutory Guarantee Pay period will be given a letter to take to the relevant Government Agency. Employees should then be able to sign on as temporarily unemployed, even though they will still be employed by the Company.

Communication and representation policy

Introduction

The Company will take every step to communicate to all employees with particular respect to its products, services, and plans for the future, etc.

It also encourages employees to express their views in terms of suggestions and opinions. In order to achieve this, various methods of communication are used within the Company.

The Employee Handbook

All employees will be given a copy of this handbook at the beginning of their employment with the Company. After that time a copy will always be available on the premises.

Any queries arising from the contents should initially be addressed to the Manager.

Trade Union membership and recognition

The Company recognises your right either to join or not to join a trade union of your choice.

The Company has no recognition agreement with any union and as a result no paid union officials will be allowed on the premises except for the purpose of representation at a disciplinary, disciplinary appeal or individual grievance meeting.

Notice boards

All statutory notices, vacancies, internal information and all other matters of general interest will be displayed on the official notice board. Employees wishing to display notices relating to social, sporting or domestic activities should obtain permission from their Manager to do so.

Computer technology

The Company will not tolerate any employee using the Company's computers for any purpose other than business use. No one may use any private software on the system. This is necessary to ensure no viruses contaminate the business systems. The Company has a published IT policy which all IT users must sign.

The Internet

The Company subscribes to an Internet service in order to provide current information. No employee may use this facility for any personal reasons.

Telephones (including mobile telephones)

Employees may use the Company's telephone system in cases of personal emergency. If possible authority should be sought from Management before the call is made and if not as soon as possible afterwards. Mobile telephones, except those provided for or being used for company business should be switched off during working hours.

E-mail and postal mail

The E-mail facility is for the Company's business only. It should not be used for personal reasons without authority from Management.

All posted mail delivered to the Company is opened centrally even if it is addressed as personal or has confidentiality marking. Therefore, no personal mail should be sent to the Company or personal mail sent out using the Company's system.

Retirement policy

The normal retirement age is 65 and takes effect from the end of the week in which the 65th birthday falls.

Male and female employees are required to retire on reaching the age of 65. In certain cases the Company may offer re-employment on a full or part-time basis to employees reaching 65 who express a wish, in writing, to remain in employment. Re-employment will not necessarily be on the same terms and conditions as before the age of 65.

The performance of such employees will be reviewed on a regular basis to determine whether the employment should continue.

Smoking policy

The Company has a policy that forbids smoking.

Environment policy

There is a growing awareness of the need to protect the environment, a view supported by the Company. Employees should make every effort within their sphere of control to minimise any adverse effect of the Company on the environment. Examples include:

- Turning off lights when not required.
- Turning down heating levels.
- Planning journeys to minimise the fuel used on Company business.
- Co-operating with any recycling systems for waste paper etc. that are introduced.

Training policy

Introduction

Day to day training is the responsibility of Management who can call on specialised skills and knowledge within the Company and from external sources for advice on training matters.

The company operates a Continual Professional Development (CPD) programme supported by job descriptions, "Performance Management" and training records to facilitate personal career improvement for their current and future roles.

Aims

The aims of the policy are:

- To provide induction training for all new employees, including relevant health and safety information
- To provide job specific training to all new employees and to existing employees who are changing job within the Company, including health and safety information
- To identify the longer-term development needs of those employees with potential to progress beyond their present job and to meet those needs when they are consistent with the needs of the Company

Procedures

The procedures for training are:

- A record will be kept for each employee showing the training received
- The training records will be monitored on a regular basis and the needs checked
- All training programmes will be monitored and revised as necessary in order to meet changing business needs

Dress code policy

Employees represent the Company whenever they meet customers and suppliers and therefore your appearance should always be appropriate to the role being undertaken.