

# EMPLOYEE HANDBOOK

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# INTRODUCTION



Engage Education is an award-winning education recruitment agency that specialises in matching quality candidates.



Engage SEND recruit for enthusiastic and committed education professionals to work in both SEND schools and mainstream schools.



Engage Services is dedicated to helping schools recruit for non-teaching positions within their schools.



Engage Teacher Training work with a UK-based university to provide a completely free, salaried route into teaching for graduates.



Engage iday was created to help both teachers and schools sidestep the challenges associated with the recruitment process.

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# 1. Salaries & Wages

## Payment

You will ordinarily be paid into a bank or building society account of your choice on or around the 28th of each month. We reserve the right to vary the method of payment and will let you know about any change of this nature in writing.

You will receive a payslip detailing how the payment made to you has been calculated. It will also show the deductions that have been made and the reasons for them, for example, Tax, National Insurance, etc.

Any queries regarding pay should be discussed first with your line manager who will escalate where necessary.

## Over-payments & Under-payments

If you have inadvertently been overpaid or underpaid for any reason you must let payroll know straight away. The over or underpayment will normally be corrected at the next payment. If it is later discovered that you were overpaid, we reserve the right to deduct the overpayment from your salary. Arrangements can be made for a longer period of repayment in cases of hardship.

## Salary / Wage reviews

We aim to maintain remuneration at all levels which:

1. Enables us to recruit and retain quality employees who will perform their roles effectively
2. Motivate employees to achieve the objectives set by their Line Managers so that goals are met
3. Provide progression for employees assuming greater responsibility and duties that are more demanding.

Remuneration packages will be reviewed annually after successful completion of probationary period however a review may not automatically result in an increase. A review in salary will also be affected by performance.

Any changes in your salary will be confirmed in writing and a record will be retained in your personnel file.

## Benefits

Any non contractual benefits provided may be withdrawn or amended by the company at any time at the company's absolute discretion.

## Pension Scheme

We provide a workplace pension scheme with OPTIONS to which employees over 22 years of age will be automatically enrolled into after 3 months of service. Employees will be enrolled to contribute 5% of qualifying earnings to which the company will contribute 3%.

It is a legal requirement for all employees over the age of 22 to be automatically enrolled in a company pension scheme, however if you would like to opt-out you can do so here:

[watfordpensions@pineconsultinggroup.co.uk](mailto:watfordpensions@pineconsultinggroup.co.uk)

If you have any questions regarding the pension scheme please contact a member of the People Team.

## Expenses

We reimburse expenses in line with our expenses policy once approved by your line manager. Any expenses not set out in our expenses policy will need to be approved by the Finance Director . You will need to supply a valid receipt to support all claims. Expenses are claimed through XERO.

Please note all expenses must be claimed no later than 2 months after the date of expenditure. Reimbursement of such will not be authorised unless there are mitigating factors and with the agreement of the Finance Director.

Fraudulently claiming expenses not due to you can be a serious disciplinary matter, and if circumstances warrant it, can lead to dismissal without notice for gross misconduct.

We reserve the right to deduct any over claimed expenses from any monies owed to you by the business.

## Time & Attendance

It is your responsibility to attend work punctually. This means you should be ready to commence work at your contractual start time. You may not leave work before your contractual finishing time without the permission of your immediate line manager.

Lateness is logged and managed through Talent HR.

## Commission

If you are entitled to commission this and the commission structure will be outlined in your contract of employment and your offer letter. The company reserves the right to review the commission structure at any time.



In the event the employee is late to work on more than 5 occasions in a calendar year, this will impact on their entitlement to commission payments in the following ways:

- Lateness will be monitored on an annual basis from January to December.
- 50% of the commission from the GM for the day will be deducted on the 6th day of lateness and up to the 10th day of lateness within the calendar year.
- 100% of the commission from the GM for the day will be deducted on the 11th day of lateness and everyday beyond this within the calendar year.

In the event the employee has a consistent poor sickness record, commission payments on the day of sickness will be entirely at the company's discretion.

The company will consider any exceptional circumstances advanced by the employee to explain the lateness, but any decision to waive this paragraph and pay commission as if no lateness had occurred is entirely a matter for the discretion of the company.

## 2. Holidays

### Holiday

Our holiday year begins 1st January and finishes 31st December inclusively.

If you start or finish your employment during the year, holiday entitlement will be calculated as a pro-rata of the annual entitlement for each completed day of service during that holiday year (rounded up to the nearest half day).

### Bank / Public Holidays

We recognise 8 bank holidays each year. These are Good Friday, Easter Monday, May Day, Spring Bank Holiday, Late Summer Bank holiday, Christmas Day, Boxing Day and New Years Day.

In the event the government announces one or more unique extra bank or public holidays in addition to those specified above (the 'extra days'), then the company may, in its absolute discretion, temporarily increase your total holiday entitlement to include those extra days for the holiday year in which they fall. We will confirm whether or not this will be paid or unpaid. If we agree to increase your holiday entitlement in accordance with the government announcement then we shall not be obliged to do the same in subsequent years where further bank or public holidays are decreed.

### Religious Holidays

Leave for religious festivals, except where those days fall on a recognised Bank / public holidays or non-working days, must be taken from your annual leave entitlement. We fully appreciate the diversity of religious beliefs amongst our employees and assure you that requests for leave at times of religious festivals relevant to you will be given careful consideration alongside the operational needs of the business.

# Procedure for Booking Annual Leave

To book annual leave you must make a request on Talent HR, the following guidelines have been set:

- Each department must have at least one person in at all times.
- All departments must have a minimum of 50% of the their team in the office (one must be management or have been with the company for at least 12 months)
- All annual leave must be signed off and the line manager must have checked at least 7 days before the holiday is taken.

## Rules Regarding Annual Leave

- All annual leave should be authorised before any bookings are made or deposits paid as the company will not be held liable for any costs incurred as a result of annual refusal.
- We will do our utmost to ensure that your request is accommodated, but please be aware that the operational running of the Company must be maintained at all times.
- Annual leave will be agreed to on a first-come, first-served basis.
- You need to give 2 weeks notice when requesting annual leave, unless agreed otherwise by your line manager.
- You may request up to 2 consecutive weeks' annual leave at one time, although longer periods will be considered in exceptional circumstances and agreed to at the discretion of the company.
- Education consultants and Talent Acquisition Consultants will generally only be granted the odd's day annual leave during the peak season. Longer requested periods due to special circumstances will be considered by the company.
- Holiday pay is at your normal basic rate of pay.
- Should your employment come to an end before any accrued holiday is taken, you will be paid the balance of holiday pay due.
- Should you fall sick prior or during pre-booked annual holidays there is no entitlement to take those days on another occasion unless specific permission is obtained, and your absence is certified by a medical practitioner.
- If you have been absent due to an illness or injury you will continue to accrue holidays at the statutory rate of 4 weeks per year. We also reserve the right to ask you to take any holiday that has been accrued whilst you have been away before you start work again.
- You will accrue holiday entitlement during new parental leave at your normal rate.
- Payment made for holiday in excess of your entitlement will be recovered from your final pay or any money owed to you, where appropriate. This is an express term of your contract of employment (Section 13-16 Employment Rights Act 1996)
- When you are working under notice, we reserve the right to require you to take any remaining holiday entitlement during this period.
- Should approved annual leave subsequently cause operational difficulties, you may be approached and requested to change your leave dates to an alternative period.

## 3. Absence & Lateness

### Time Off

Good attendance and timekeeping are essential to the efficient operation of the company. Poor attendance is a disciplinary matter and sickness absence is monitored by the Company. You are required to cooperate fully with management to enable complete and accurate records to be kept in respect of all absences, whether agreed in advance or otherwise.

If you wish to take time off, for whatever reason, you need to get the permission of your line manager beforehand.

### Absence

If you are unable to get to work when expected to be present, for whatever reason, you should:

- Let us know as early as possible, before your start time, on everyday of absence, at least one (1) hour before work is due to commence, unless you are covered for a longer period by a doctor's Statement of Fitness for Work ("Fit note")
- Speak to your Line Manager in person. If unavailable, report your absence to a member of the People Team.
- Do not send a text message or email as this is not an acceptable form of absence notification.
- It is your responsibility to make contact with the company, only in exceptional circumstances should someone other than yourself contact the company on your behalf.
- You must leave contact details so that we can get in contact with you.
- It is your responsibility to keep us informed of your continuing absence. You must contact your Line Manager periodically throughout your absence and no less than a few days prior to the day that each Fit Note expires (whether or not you expect to return to work).
- If you are absent because you are spending time in hospital as an in-patient, then you may provide a Med 10 form in place of a Fit Note. On your return to work you may be required to complete a Return to Work Questionnaire detailing the reason for your absence. Questionnaires will be completed via Talent HR and will require sign-off from your Line Manager.
- You may be required to attend a return to work interview to review your absence. Additionally, under some circumstances such as a long-term illness, a risk assessment may also be carried out.

It is important this procedure is followed, if not followed disciplinary action may be taken.

If you fail to contact the company without good reason your absence will be classed as unauthorised absence.



We will continually monitor absence levels. High levels of absence may lead to disciplinary action and warnings. Please be assured that each case will be assessed on its merits and within the disciplinary procedures.

Unauthorised absence will lead to disciplinary action and, if circumstances warrant it, result in your dismissal without notice for Gross Misconduct.

## Lateness

You should ensure you arrive at your place of work sufficiently early to be ready to commence work at your official start time. If you are unable to get to work on time you must contact your Line Manager and inform them of your expected time of arrival. If you fail to do this and turn up late, or turn up late on a frequent basis, you may face disciplinary action. You may be required to make up some or all of the time lost due to lateness or have money deducted for the time lost.

In the event the employee is late to work on more than 5 occasions in a calendar year, this will impact on their entitlement to commission payments.

## Sickness Absence & Statutory Sick Pay (SSP)

During authorised absence due to sickness you are entitled to SSP in line with the conditions listed below (provided you earn more than the minimum criteria set out in the SSP regulations). Any further payments made to you in excess of the SSP entitlement is entirely at the discretion of the company.

- **Waiting days** - SSP is subject to three waiting days, and is paid from the fourth day of absence in line with SSP regulations. This will start from the first day that you should have been available for work.
- **SSP** - SSP is treated the same as wages and is subject to income tax deductions and national insurance contributions. Qualifying days for SSP are those which you normally work.
- **Self-Certification** - On your return to work after a period of sickness of less than 7 days, you must complete the self-certification documentation on .
- **Doctor's Fit note**- If you are sick and your absence has been or you think will be longer than 7 calendar days, you must obtain a Fit note or a Med 10 Form and submit it to your line manager. It is important that you comply with these procedures or else your SSP may be delayed or not paid at all. The company reserves the right to ask you at any stage during your absence to produce a medical certificate. All certificates should be promptly forwarded to your line manager.
- **Once your return to work** you may need to attend a return to work interview to review your fitness for work and discuss your absence

## Additional Sick Pay

Subject to the satisfactory completion of the 6 month probationary period we provide an additional benefit over and above the entitlement to SSP for absence due to sickness. Where you are absent due to sickness or injury we will pay your normal salary for up to 5 days per annum. This payment is made entirely at our discretion and may be withheld, in particular where absence is excessive, or where formal disciplinary or performance management procedure has been initiated in relation to your employment or in any other circumstance.

Payments may be withheld if we believe there is reason to doubt the validity of a claim for sick pay. Please be aware if you fail to follow the above requirements, disciplinary action may be taken. We reserve the right to order an independent medical examination where considered necessary. Unauthorised absences or false reporting of sickness are serious disciplinary matters and can result in dismissal without notice for gross misconduct.

If you are taking medication you must tell your doctor the nature of your work and inform your line manager. Some medication causes drowsiness, which can be dangerous in certain circumstances.

## Fit Notes

In the event that a Statement of Fitness for Work ('Fit Note') completed by your doctor - or other authorised medical professional indicates that you may be fit for work with some support, we will want to discuss this with you before making a decision. We will look to find a solution that both meets the needs and provides real benefits to you and the company. This might include a phased return to work, altered hours, amended duties or workplace adaptations. We will take into account any information provided by your doctor on the Fit note but may seek a second opinion if we consider it necessary.

If we are unable to provide the support indicated by your doctor to enable your return to work, we will use the Fit note as if your doctor had advised you were 'not fit for work'. Sick pay as per your contractual terms and Statutory Sick pay rules will apply.

We might want to set a date to review our decision and will let you know if this is the case.

## Medical Information

You should inform your manager of any health conditions or symptoms that you may have in order for any applicable support to be provided. If we are unaware of such, we will be unable to assist with any appropriate reasonable adjustments that may be required.

If it is recommended by your medical practitioner that you need a temporary period of restricted duties, you should submit the necessary medical information to your manager to allow them to discuss how to support you. If we are unable to accommodate a temporary period of restricted duties then you will be deemed to be unfit for work.

If you report for work without any medical documentation to the contrary, you will be treated as fully fit for work. You may not self-diagnose the need for restricted or adjusted duties or hours.

## Sickness Absence & Other Work

If you are absent from work due to sickness or injury, you must tell us before you carry out any form of paid alternative or additional employment, self-employment or voluntary work. A breach of this rule may lead to disciplinary action and result in your dismissal without notice for gross misconduct.

## Extreme Adverse Weather

If you are absent from work due to sickness or injury, you must tell us before you carry out any form of paid alternative or additional employment, self-employment or voluntary work. A breach of this rule may lead to disciplinary action and result in your dismissal without notice for gross misconduct.

If you decide the weather conditions are sufficiently severe to prevent you travelling to and arriving safely at work, you may request to either:

- Take the day(s) as annual leave; or
- Take the day(s) as authorised unpaid leave of absence.
- Work from home at the discretion of your line manager.

In either case, you must telephone your line manager before your scheduled start time and inform them of the option you wish to take. If your manager is not available you must ensure that another member of management or the People Team are notified.

If you decide to travel to work and subsequently find the weather conditions prevent you from completing your journey, you must telephone your line manager as soon as possible and inform them of the exact circumstances. In this case the company, at its discretion having considered the circumstances, will decide whether or not you will receive full pay.

In any event, if your absence from work, or lateness in arriving at work, is considered reasonable due to extreme adverse weather conditions your absence or lateness will not be subject to the company's disciplinary procedure, provided you have notified your line manager as set out above.



## 4. Work & Families

### Maternity Leave

If you are pregnant, please do speak to us as early as possible so that we can discuss with you any particular health and safety risks which may affect you or the baby. By the 15th week before the baby is due, you must inform us in writing when you wish to start your Maternity Leave. This leave can be started at any time from 11 weeks before the baby is due. We will then write to you to confirm any details and state the date and the options around your return to work.

### Paternity Leave

If you wish to take Paternity Leave, Please discuss this with us.

In order to qualify for Paternity Leave you must have worked continuously for the company for 26 weeks at the 15th week before the baby is due and:

- Be the biological father of the child or the mothers partner.
- Have or expect to have responsibility for the child's upbringing

Those eligible will be entitled to take blocks of one or two weeks paternity leave paid at the prevailing statutory rate. If two weeks are to be taken, they must be taken together, Leave cannot be taken as odd days. Paternity leave must be taken within 56 days (8 weeks) of the child's birth.

### Adoption Leave

As long as you have 26 weeks continuous service ending in the week in which you are notified of being matched with a child, you will be entitled to 52 weeks leave. Either of the parents may choose to take Adoption Leave.

### Shared Parental Leave

You may be eligible for shared parental leave and, if you wish to find out if you are eligible for this then please let us know and information will be provided upon request.

Shared Parental Leave (SPL) gives the child's parents more flexibility in how to share the care of your child in the first year after birth or placement than simply taking maternity, adoption or paternity leave. If you are both eligible, you will be able to choose how to split the available leave between you and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block. The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity or adoption leave.

## Parental Leave

If you are a parent, you may be able to take a period of unpaid leave from work in order to spend time with your children. If this is something you are interested in, please discuss this with the People Team.

## Dependant Leave

You may be entitled to take unpaid leave in order to deal with an emergency involving someone who depends on you. Where an emergency situation arises, you must ensure that you make the People Team aware of the need for you to leave work before doing so. The company may ask you to provide evidence for your reasons for taking time off. A dependant is a parent, a spouse or a partner, a child or someone else whom you have regular caring responsibilities. You will be permitted unpaid time off:

- To provide help when a dependant falls ill, gives birth or is injured or assaulted (including mental illness or injury);
- To make arrangements for providing care when a dependant is ill or injured;
- To cope when the arrangements for caring for a dependant unexpectedly break down (e.g. if a child minder fails to show up)
- When a dependant dies;
- To deal with an unexpected incident involving your child during school hours.

## Compassionate Leave

Requests for compassionate leave will be considered on an individual basis and where possible accommodated. Normally in the event of the death of your immediate family (those being your spouse or civil partner, partner, parents, or children) we would allow you to take some time off as holiday or unpaid leave. Any paid compassionate leave is entirely at the discretion of the company.

## Parental Bereavement Leave & Pay

Those employees with parental responsibility for children who lose a child under the age of 18 or any employee who experiences a stillbirth after 24 weeks of pregnancy will be entitled to 2 weeks parental bereavement leave. This is able to be taken in blocks of 1 or 2 week periods within 56 weeks of the bereavement. For the avoidance of doubt, a week is the same number of days you would normally work in a week.

Employees with 26 weeks service will be entitled to 2 weeks statutory payment for this period, provided they have average earnings in excess of the lower earnings threshold in the 8 weeks prior to the bereavement.





## 5. General

### Flexibility

The Employee shall, during the continuance of the Employment, devote the whole of their working time and attention to the business of the Group and such duties as are consistent with their position. The duties of the Employee shall include, but will not be limited to, those duties specified in the Employee's job description as amended from time to time. The Employee may be required from time to time to perform such duties consistent with their position as necessary to meet the needs of the Group's business.

### Training

We aim to provide you with the necessary training to enable you to perform your contracted duties. If at any time during your employment you feel you would benefit from additional training, raise your interest with your Line Manager. Before booking an external course a training agreement must be signed outlining the terms and conditions.

### Jury Service

If you are called for Jury Service, you should present the Jury Services Notification Slip to your Line Manager. You will be expected to return to work on the days that adjournments make this practicable. If the timing of the Jury Service conflicts with your work needs, you must let your Line Manager know as soon as possible. You are entitled to claim statutory compensation from the courts in respect of your Jury Service. We will not pay you for any time you are away from work on Jury Service.

### Drugs & Alcohol

The use of illegal drugs and irresponsible use of alcohol in the workplace will lead to disciplinary action that will result in your dismissal without notice for gross misconduct. The following rules will apply:

- If you are deemed to be unfit for work due to consumption of alcohol in the workplace or in your working hours this will be treated as gross misconduct under the company's disciplinary procedure.
- The taking of illegal drugs and/or "legal highs" or being under the influence of illegal drugs and/or taking "legal highs" by any employee in the workplace or during working hours will be treated as gross misconduct under the company's disciplinary procedure.
- The possession of drugs for any reason other than medical is forbidden.
- We will inform the police if we believe that there has been an abuse of controlled drugs by an employee, for which criminal controls are appropriate, either in the workplace or when working on behalf of the company when the employee is off the company's premises.
- The company encourages early diagnosis and treatment of drug and alcohol problems and encourages employees to seek help before their actions or problems result in violation of this policy

- The company encourages early diagnosis and treatment of drug and alcohol problems and encourages employees to seek help before their actions or problems result in violation of this policy
- We and our clients reserve the right to test for either drugs or alcohol. Failure to co-operate or if tests prove positive then this will be treated as gross misconduct under the company disciplinary procedure
- These tests for either drugs or alcohol will be completed on a random basis.

If employees attend social business / client functions outside of working hours and are representing the company, then they are expected to moderate their drinking and stay well within the legal limit if driving. Consuming drugs on these occasions is strictly forbidden.

Questions about this policy or its application should be directed to our People Team.

## Personal Details

At the start of your employment you should provide us with your personal details, so we are able to contact you or your next of kin if needed. This information will be requested on your induction form on your first day of employment. As a company we need to process data to manage our obligations regarding Health and Safety, our employment contract with you, and to meet our obligations regarding pay, benefits and pensions.

It is imperative we maintain an up to date personnel file. Therefore if any of your personal details change please inform the People Team in writing and update Talent HR .

## Additional Employment

During working hours, employees are expected to devote the whole of their time, attention and abilities to the company. You must not, whether directly or indirectly, undertake any other duties of whatever kind, during your hours of work.

If you plan to undertake additional employment, you must discuss this with your Line Manager, this is to assess the effect the additional employment will have on your ability to perform your work for the company. You are not permitted to engage in any additional employment with Clients or potential Clients for your own personal gains, unless you have written authorisation from the company.



## Standards of Dress

We adhere to a smart casual dress code. This combines well-fitting, polished business wear with elements of casual attire. Including blouses, polo shirts, button-downs, chinos, dresses, smart trousers, dark-wash jeans, and smart trainers / footwear. On the spectrum of formality, smart casual lies between dressy casual (jeans and blouses) and business casual. The following clothing is not allowed:

- Hoodies or clothing with large logos
- Ripped jeans
- Caps & hats
- Gym wear, including tracksuit bottoms, gym shorts & gym leggings
- Slippers / Sliders / Crocs / Flip flops (unless stated otherwise in hot weather)

## Personal Mobile Phones & Smart Watches

Personal use of mobile phones or smart watches are not permitted during working hours. They may only be used in the case of an emergency, or during authorised breaks.

## Business Mobile Phones

If you are issued with a business mobile phone, you are only permitted to use the phone for authorised business use.

We reserve the right to monitor usage and access in the interest of security and to detect or deter unauthorised use.

When monitoring telephone calls the company will ordinarily monitor the telephone numbers to which calls are made to and from, including by random checks of numbers that have been dialled, and the duration of calls, it may also monitor the content of phone calls for customer service purposes and to enable investigation and response to any complaints that may be received.

Failure to adhere to this policy may result in disciplinary action being taken against you and a deduction from your salary for any costs incurred by you for using the mobile phone outside of the permitted business use.

## Telephone Calls

Personal telephone calls on business telephones are strictly prohibited and only allowed in the case of an emergency and /or with the prior authorisation of management.

We reserve the right to monitor the usage and access in the interest of security and to detect or deter unauthorised use.

When monitoring telephone calls the company will ordinarily monitor the telephone numbers to which calls are made to and from, including by random checks of numbers that have been dialled, and the duration of calls, it may also monitor the content of phone calls for customer service purposes and to enable investigation and response to any complaints that may be received.

## Handheld or Portable Electronic Devices

You may be issued with hand-held or portable devices, such as smartphones, tablets and laptops to assist in carrying out your duties. Such devices remain the property of the organisation and may be withdrawn if there is any evidence that they have been misused.

If you are issued with a device, safety and security are of importance as these may contain personal or confidential information of colleagues or clients. All devices should contain a password or code for access, which should only be shared with your Line Manager. Devices should not be left unattended or left in parked cars overnight.

Monitoring will usually be conducted by the internal IT department and their findings shared internally with the People Team and other members of management as appropriate. Additionally information may be shared with relevant authorities where appropriate and third party Employment / Legal Advisors.

## Bring Your Own Device (BYOD)

This applies to those employees who are authorised to bring personal devices to work. It covers those employees who work on a personal laptop as well as those who receive work related emails on their personal mobile phones.

We are committed to ensuring personal data is protected by appropriate technical and organisational measures against unauthorised or unlawful processing or disclosure, and against accidental loss, damage or destruction.

If employees have any questions about data protection , this policy or their obligations under it, they should speak with the IT Manager.

## Special Category Data

“Special Category Data” is information about an individual's:

- Racial or ethnic origin
- Political opinions
- Religious Beliefs or Philosophical Beliefs
- Trade Union Membership
- Physical or mental health condition
- Sex life or sexual orientation

Information related to criminal records and convictions is also treated as special category data by the company.

Employees must not process special category data on a personal device. Employees should be vigilant and check whether any special category data has passed to their authorised personal device(s) by whatever means. If an employee discovers any special category data on their device, they should notify the People Team immediately and arrange for its permanent deletion from this device.

## Security

Security of data is paramount. Employees have responsibility for ensuring the device is secure and must:

- Restrict unauthorised access by enabling a strong password or pattern to lock the device. The device must be capable of locking automatically if the device is inactive for 2 minutes or after several attempts.
- Use encryption software on their devices to ensure personal data is stored securely.
- Ensure that they transfer data (either by email or by other means), they do so via an encrypted channel (for example a VPN for individual services)
- Ensure that they assess the security of any open network or Wi-Fi connection
- Employees must not use unsecured, non-password protected Wi-Fi networks.
- Not download unverified or untrusted apps that may pose a threat to the security of the information held on their devices.
- Not, under any circumstances, use corporate data or information for any purpose other than for their work and as directed or instructed by the company.
- Use different applications for business and personal use;
- Ensure that they have a system of software in place for quickly and effectively revoking access that a user might gain to a device and/or for locating the device in the event of loss or theft;
- Make sure that any software that they use is genuine software, installed under an appropriate licence agreement between the employee and the relevant manufacturer to prevent any security vulnerabilities
- Report the loss or theft of a device used for work related activities immediately to the Data Protection Officer: and
- Report any data breaches of which they become aware to the Data Protection Officer immediately so any data breach can be reported to the appropriate authorities within 72 hours.



# Mobile Device Management

You must ensure your device is subject to mobile device management so that if the device is sold, stolen, upgraded, recycled or given to family or friends the device is restored to factory settings to ensure all data is deleted, or if the device is stolen or lost, that you are able to locate the device remotely and delete data on demand. The employee must limit the purpose of mobile-device management to the detection of the device and the remote deletion of data. If the device is stolen, the employee must be able to effectively wipe any confidential data on the device immediately by way of a remote 'locate and wipe' facility.

## Third Party Technical Support

If employees require any third party technical support with their devices, they should ensure that the third party providing such service is approved by the IT department. If data is transferred to a third party device, the third party must warrant, and the employee must ensure, the information is permanently deleted from such third party device once the problem has been rectified.

## Retention of Personal Data

Employees must not retain personal data on their devices for longer than is necessary for the purpose for which it is being used, unless there is a requirement to retain it for longer to comply with any legal obligation. If you have any doubt speak with the Data Protection Officer.

## Deletion of Personal Data

Employees must ensure that when they delete information it is permanently deleted rather than left in the device's system. However, This is not always practicable because, for example, the information is stored or categorised with other information that is still live. In these circumstances, it is sufficient for the employee to put the information 'beyond use'. This means the employee must:

Ensure they do not use the personal information to make any decision that affects an individual or in a manner that affects the individual in any way.

- Amend the data/file name(s) to anonymise the information wherever possible;
- Not give any other organisation access to the information in any way;
- Surround the data with appropriate technical and organisational security; and
- Commit to the permanent deletion of the information when this becomes possible.

If the employee uses removable media to transfer personal data, they must ensure the personal data is permanently deleted from the removable device once the transfer is complete.

## Co-Operation with Subject Access Requests

Any individual whose data is held by the organisation has the right to make a subject access request. Should a subject access request be received, we may need to access your personal device(s) to retrieve any data that is held about the individual. Upon request, you must allow the organisation to access the device to carry out a search to find any information about the individual held on the device.

## Third Party Use of Device

Employees must ensure that if family or friends use their device(s), they are unable to gain access to any personal information that is work related by, for example, password protecting it.

## Termination of Employment

If an employee leaves the company for any reason, they must delete all work related personal data on their own device prior to their last day with the organisation. You may be required to submit the device for inspection to check that this has been done correctly prior to your last day of employment.

## Monitoring

As part of its ongoing obligations under the GDPR, the organisation will monitor data protection compliance in general and compliance in line with our GDPR policy. This monitoring is in the organisation's legitimate interests, to ensure that the policy is being complied with, and to ensure that the organisation is complying with its legal obligations under GDPR.

Monitoring will consist of regular ad hoc checks, applications that have been installed for personal use will not be monitored: monitoring will be limited to business related applications/data.

Monitoring will usually be conducted by members of the internal IT department or members of the organisation's management team. The information obtained through monitoring may be shared internally, including with members of management, IT/HR staff if access to the data is necessary for the performance of their roles. Information may also be shared with Legal advisors, authorities or enforcement agencies, as necessary. However, information would normally be shared in this way if the company has reasonable grounds to believe this policy has not been followed.

The information gathered through monitoring will be retained only long enough for any breach of this policy to come to light and for any investigation to be conducted. Data is normally securely destroyed no later than your last day of employment.

Employees have a number of rights in relation to their data, including the right to make a subject access request and the right to have data rectified or erased in some circumstances. You can find further details of these rights in our data protection policy. If employees believe that the organisation has not complied with their data protection rights, they can make a complaint to the Information Commissioner.

## Consequences of Non-Compliance

If an employee is suspected of breaching this policy, the organisation will investigate the matter under its disciplinary procedure. If any breaches are established, this could result in disciplinary action up to and including dismissal for gross misconduct. An employee may also incur personal criminal liability for breaching this policy.

## Gratuities

The acceptance of a gift or a service or the acceptance of excessive corporate hospitality from a client, customer, business partner or supplier may compromise you and your reputation as being independent and objective. This can, in turn, threaten the company's reputation and integrity. To ensure that all employees uphold the company's ethical values and transparency of operation, no member of staff should accept services or gifts from clients, business partners or suppliers, other than on business terms no more favourable than those generally available to members of their staff.

Gifts or hospitality should never be capable of being seen as an improper inducement. They should not be solicited and employees should avoid a pattern of accepting frequent gifts or hospitality from the same persons or companies.

For these purposes a 'gift' or 'hospitality' is any payment, item, service, invitation or material reception given to an employee by any party who is the company's actual or potential client, customer, business partner or supplier.

Other than token thank you gifts (such as chocolates) you must not accept or agree to accept any offer of gifts or services from users, clients, customers, suppliers, or distributors, whether potential or current, or any persons having similar connections with ourselves without prior consent from management.

## No Smoking Policy

Smoking is not permitted in the company's buildings, on the company's premises, or in vehicles driven on business journeys. This includes e-cigarettes and vaping. Each office has specific rules which must be followed at all times. We take this matter very seriously and breach of this rule might lead to disciplinary action and result in your dismissal without notice for gross misconduct.

There are designated smoking areas at each of our offices, please utilise these spaces if you wish to smoke (including e-cigarettes and vaping).

## Parking

You may only park your car in the designated parking areas, in order to avoid congestion. Personal vehicles are parked at your own risk, we do not accept liability for any theft or damage.

## Health & Safety

You must read and take note of any Health and Safety notices. You are expected to take reasonable care for your own well-being, and that of your colleagues. If you wilfully or by neglect fail to observe the Company health and safety rules and regulations, disciplinary action may be taken. In serious cases, such action may include your dismissal without notice for gross misconduct.

## Accidents At Work

If you have an accident at work, however minor you may consider it, you must record it in the correct accident book or sheet. You must provide details of the nature of the accident or injury, any first aid treatment that was administered, the names of any witnesses and the date and time the accident occurred.

## Health & Hygiene

If you have either been in contact with persons suffering from an infectious or contagious disease or are yourself suffering from an infectious or contagious disease, you must report it to your Line Manager before commencing work. Examples of such infectious diseases are influenza, norovirus, coronavirus, mumps and measles, as diagnosed by a medical professional. In these circumstances you are unavailable for work you will need to self-certify until you obtain a medical certificate from your doctor. You must not attend work until you're a certified fit to do so, and the risk of passing the infection to clients or other employees has ceased. Any cuts or burns to the hand or arms must be covered with appropriate dressings.

## Economy

The company maintains a policy of 'minimum waste' which is essential to the cost effective and efficient running of all our operations. Every employee has a responsibility to promote this policy by taking extra care when carrying out normal duties to avoid unnecessary or extravagant use of services, time, materials, lights, heating, water, etc. You should also co-operate with any recycling schemes that are introduced.

## CCTV / Security Cameras

You should be aware that you may be observed via CCTV or security cameras. Our aim is to ensure that all cameras are set in a way that causes minimal intrusion of staff privacy. In areas of surveillance signs will be displayed prominently to inform employees that CCTV is in use.

Any information gained by CCTV or security cameras may be used as considered appropriate and may be used during disciplinary proceedings where such evidence shows misconduct. The employee will be given the opportunity to view and respond to these images.

Images are securely stored, and only authorised personnel will have access such as senior management and HR. Additionally, such information may be shared externally with relevant authorities where appropriate and third-party Employment/Legal Advisors.

The images will be retained for 12 months.

## Personal Relationships Policy

The company recognises that employees who work together may form personal friendships and, in some cases, close personal relationships. Employees may also find themselves already knowing other employees, as they may be family members. Whilst we do not wish to interfere with these personal relationships, it is necessary for the organisation to ensure all employees behave in an appropriate and professional manner at work. The following principles have therefore been devised and apply to all employees regardless of their job or level of seniority.

In the context of this policy, a personal relationship is defined as:

- A family relationship
- A romantic/sexual relationship

The above definitions are examples of personal relationships which could cause conflicts of interest in the workplace; however personal relationships are not restricted to the above examples and anyone who considers that any other relationship that could cause a conflict of interest should declare this to their Line Manager.

Employees will be required to disclose any personal relationships in the organisation at the point of recruitment or at any point that such a personal relationship may arise during employment. This information should be shared with the employees' Line Manager.

Relationships between employees and candidates or clients are strictly prohibited, these relationships may cause damage to Engage's reputation. In the event it is found an employee has been engaging in a personal relationship with candidates or clients the employee will be subject to disciplinary action which could result in dismissal.



# Employee Wellbeing

In order to support the wellbeing of our employees we have developed the following policies that will aid to support a positive culture within the workplace:

Menopause Policy

Mental Health and Wellbeing Policy

These documents are located on TalentHR, please note our policies are updated annually. Please email [hr@engagepartners.co.uk](mailto:hr@engagepartners.co.uk) for copies or advice.

If you have any questions or wish to discuss matters in this regard you should approach our People Team or one of our Mental Health First Aiders.

## Transgender Policy

Our transgender policy is available on TalentHR.

As an employer we want all our employees to fulfil their potential without fear of discrimination. This includes employees whose gender identity doesn't match the gender they were assigned at birth and who may identify themselves as transgender (or "trans"), and also those who don't identify with being either male or female ("non-binary") This policy outlines how we'll support our trans and non-binary employees.

If you have any questions or wish to discuss matters in this regard you should approach our People Team or one of our Mental Health First Aiders.

## 6. Equal Opportunities

### Introduction

We aim to ensure:

- That no job applicant or employee receives less favourable treatment on the grounds of race, nationality, ethnic origin, religion, religious or philosophical belief, sex, marital status, sexual orientation, disability, age, part-time status, or trade union activities.
- That no applicant or employee is placed at any disadvantage on the above grounds that are not justifiable in law.

This applies to the advertisement of jobs, recruitment, appointment, benefits, training, promotion, discipline and dismissal, conditions of work, pay and every other aspect of employment.

Selection criteria and procedures will be kept under review to ensure that individuals are selected, promoted, and treated based on the relevant merits and abilities. All employees will be given equality of opportunity within the Company and will be encouraged to progress within the organisation.

If you feel or consider that you have been disadvantaged because of your race, nationality, ethnic origin, religion or belief, sex, marital status, sexual orientation, disability, or age, do not hesitate to let the People Team know so that the issue can be investigated and resolved. If you have a disability for the purposes of the Disability Discrimination Act, please let your Line Manager know so that reasonable adjustments can be considered.

We actively promote non-discriminatory behaviour and do not tolerate any discrimination, victimisation or harassment. Anyone found to be acting in such a way will face disciplinary action that could include dismissal without notice for gross misconduct. Everyone has a duty to report any such behaviour to a member of management.

This policy is intended to ensure that our employees understand their obligations and assist us in putting our commitment to equal opportunities and diversity into practice.

We aim to treat everyone equally and to ensure that no job applicant, employee, worker or ex-worker is discriminated against on the grounds of a protected characteristic as defined by legislation.

The following are protected characteristics:

- Age;
- Disability;
- Gender reassignment;
- Marriage and civil partnership;
- Pregnancy and maternity;
- Race (including nationality, ethnicity or national origin);
- Religion or belief;
- Gender; and
- Sexual orientation.

In addition, we aim to ensure that no job applicant, employee, or worker is treated less favourably or placed at a disadvantage on the grounds of their part-time or fixed term status or trade union activities. Where the company does hold personal sensitive information for monitoring purposes. Such information will be held on your HR file and only accessible to Senior Management. Such information will be retained in accordance with our privacy notices.

Our Equal Opportunities policy applies to every activity and aspect of employment including but not limited to the advertisement of jobs, recruitment, appointment, provision of benefits, allocation of training, promotion, disciplinary proceedings, dismissal, conditions of work, pay, references and the provision of goods or services.

If you believe that you have been treated less favourably because of a protected characteristic you should report the matter to your manager, or where appropriate i.e. if the less favourable treatment involves them, directly to another manager so that the issue can be investigated and resolved.

If you have a disability, please let us know so that reasonable adjustments can be considered. We do not tolerate any unlawful or unfair discrimination, and anyone found to be acting in a discriminatory manner will face disciplinary action which could include dismissal without notice for gross misconduct. Everyone has a duty to report unlawful or unfair discriminatory behaviour to a member of management. We actively promote equality of opportunity and require everyone to contribute towards achieving this objective.

## Recruitment & Selection

We will endeavour to ensure that employees making selection and recruitment decisions do not discriminate, whether consciously or subconsciously, in making these decisions.

Our objective is to recruit staff best able and qualified to perform the required or anticipated tasks.

The wording of any advertisements will not place unfair restrictions or requirements on a particular group or request specific qualifications that are not necessary for the effective performance of the job.

The selection processes used will measure the suitability of the applicant in terms of the requirements for the position.

## Training & Promotion

We are committed to maintaining high standards of training and personal development, strictly in the context of this policy on equal opportunities. Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.

## Disciplinary & Dismissal

We aim to ensure there is no discrimination in our dismissal or redundancy processes and will examine current procedures and criteria to ensure that neither direct or indirect discrimination is taking place.

# 7. Use of Social Networking Sites

## General

We require employees to understand the potential for breaches of confidentiality and abuse of others when using social media networking websites (such as 'Facebook' or 'Twitter'). Employees should be aware that there are many more examples of social media than can be listed here and this is a constantly changing area and should follow these guidelines in relation to any social media that they use.

The Company allows you to use social networking websites whilst at work but only during authorised breaks or before and after your designated start and finish times, subject to the following rules/and also expects the following rules to be adhered to should you use such sites outside of work.

You may be called upon to justify the amount of time you have spent on the internet or the sites that you have visited during working time.

The Company reserves the right to monitor your internet usage and considers the following to be valid reasons for checking an employee's internet usage:

- If the organisation suspects that the employee has been viewing offensive or illegal material, such as material containing racist terminology or nudity (although the organisation understands that it is possible for employees inadvertently to view such material and they will have the opportunity to explain if this is the case).
- If the organisation suspects that the employee has been spending time viewing websites that are not work related.

Monitoring will consist of checking the websites that an employee has visited and the duration of such visits.

Monitoring of an employee's email and/or internet use is considered to be in the organisation's legitimate interests and is to ensure that this policy on computer use is being complied with.

Monitoring will normally be conducted by the organisation's management team. The information obtained through monitoring may be shared internally, including with members of the HR team, an employee's line manager, managers in the business area in which the employee works and IT staff if access to the data is necessary for performance of their roles.

Information may also be shared with third parties such as our HR/legal advisors, legal authorities, or law enforcement. However, information would ordinarily be shared in this way if the Company has reasonable grounds to believe that there has been a breach of the rules set out in this policy or a breach of the law.

The information gathered through monitoring will be retained only long enough for any breach of this policy to come to light and for any investigation to be conducted. Data is normally securely destroyed after twelve months, depending on the reasons for monitoring.

Workers have a number of rights in relation to their data, including the right to make a subject access request and the right to have data rectified or erased in some circumstances. You can find further details of these rights and how to exercise them in the Company's data protection policy. If workers believe that the organisation has not complied with their data protection rights, they can complain to the Information Commissioner.

## Confidentiality

You must not discuss or make direct or indirect reference to our business, your work, colleagues, suppliers, client and customers, whether potential or current, or any associated business on social networking sites. This is essential so as to preserve the confidentiality and security of all concerned and to ensure that we comply with our obligations under General Data Protection Regulations.

Staff should not do anything to jeopardise our confidential information and intellectual property through the use of social media. You should not use our logos, brand names, slogans or other trademarks, or post any of our confidential information.

## Discussions Regarding Your Employment

Entering into discussions about your activities at work when you are outside of work may be misinterpreted and, therefore you are required not to make any comments if they could be related to our business or your work in any way. Even making general comments about your time at work could be misconstrued.

You should not make any comments that are derogatory or may bring the reputation of the business, or anyone associated with it into disrepute.

Staff should make it clear in social media postings that they are speaking on their own behalf. You should write in the first person and use a personal email address when communicating via social media.

If you see content in social media that disparages or reflects poorly on our business, you should contact a member of management as soon as possible.





## Bullying & Harassment

Employees should not use social networking websites to harass, intimidate or discriminate against any other employee in breach of our Prevention of Harassment and Bullying Policy or our Equal Opportunity Policy.

### Breach of this Policy

Any employee found to be in breach of this policy, or the above-mentioned policies may be subject to disciplinary action, up to and including dismissal without notice for gross misconduct where circumstances warrant it.

If you are unsure about your obligations under this policy, or wish to discuss this in more detail, please speak to a member of management.

## 8. Vehicle Policy

### Using your Vehicle for Business Use

If you are using your own personal vehicle for business use, you may be entitled to reclaim business mileage. You should complete the appropriate expenses claim, which should be authorised by your Line Manager and then submitted in accordance with payroll requirements. Mileage rates may vary from time to time and details are available in our expenses policy.

The Company will expect you to have a vehicle suitable for the job that you are doing. If you are using your own personal vehicle for business use, you must ensure you have insurance providing cover for business use and vehicle breakdown recovery.

Insurance, a valid M.O.T. Certificate and full driving licence for the vehicle must be held by the driver, prior to the journey. The Company may from time-to-time require you to produce these documents on request, for routine verification.

## 9. Behaviour Outside of Work

The Company has no jurisdiction over employees outside working hours. However, if your activities outside work adversely affect the Company then action may be taken.

Such areas of activity specifically include, but are not limited to, your conduct outside work:

- While attending a work function outside of working hours; or
- While on-line for example on social networking sites, blogs, or chat rooms. The following will result in disciplinary action:
- Bringing the name of the Company into disrepute.
- Adverse publicity.

- Actions that result in loss of faith in the Company by third parties.
- Actions that result in loss of faith in the integrity of the individual (this includes harassment, bullying and any other inappropriate behaviour).

The detriment suffered by the Company will determine the level of misconduct and most suitable disciplinary stage considering the circumstances. Your employment could be terminated if your actions cause extreme embarrassment or serious damage to the reputation or image of the Company.

## 10. Property

### Employees' Property

You are advised not to bring items of high value or sentimental value onto the premises. We do not accept liability for the loss or of damage to any personal items. Any loss or theft of items must be reported.

### Company Property

You are not permitted to use company property for any purpose other than its intended use. Company property must not be removed from the premises unless with prior approval.

### Damage, Loss & Theft of Company Property

You must notify your Line Manager of any damage to Company property or premises. If Company property is damaged, lost or stolen through your negligence or fault, you agree that the Company may deduct the cost of repair or replacement from your salary. The matter will be fully investigated, and you will be given an opportunity to state your case and appeal the decision before any deductions are made. You agree to any such deduction pursuant to Part II of the Employment Rights Act 1996.

### Return of Company Property

Upon termination of your employment for whatever reason, or upon request, you must return to your

Line Manager all property belonging to the Company including Company vehicle, computer, equipment, entry passes, records, documents, within your possession or control belonging or relating to the affairs and business of the Company and its clients.

You agree that the Company may deduct or request payment for the cost of replacement of any items not returned, along with other costs reasonably associated with their replacement e.g. repair of items that are returned damaged.

You agree to the deductions described above pursuant to part II of the Employment Rights Act 1996.

## Lost property

If you find items of lost property they should be handed to your Line Manager, who will retain the items for three weeks.

## 11. Grievance Procedure

We recognise that from time to time you may wish to raise issues relating to your employment or discuss matters that are causing personal concern. It is our policy to encourage free communication between employees and their managers to ensure that any problem or issue arising during the course of employment can be resolved as fairly as possible, as soon as possible.

### Written Statement

The employee must set out their grievance in writing and send this statement to your line manager/People Team. Include facts, dates, a chronology and names of individuals, as appropriate. The subject heading should be marked as "Formal Grievance".

### Meeting

The company will invite the employee to attend a meeting to discuss the grievance, normally within 5 days, but longer where it is necessary to undertake an investigation to establish the facts or it is otherwise impracticable.

The meeting will not take place unless:

The employee has informed the Company of the basis for the grievance in writing; and the Company has had a reasonable opportunity to consider its response to that information

After the meeting the Company will inform the employee of its decision, as soon as reasonably practicable (but normally within one week of the meeting), and the Company will notify the employee of his right to appeal if he is not satisfied with it.

### Appeal

If the employee does wish to appeal, they must inform a member of HR within 5 working days of receiving the decision, and on doing so the company will invite him to attend a further meeting. After the appeal meeting, the Company will inform the employee of its final decision as soon as is reasonably practicable (but normally within one week of the meeting).

The Company's decision is final.

# 12. Harassment & Bullying

## Introduction

Harassment is unwanted conduct that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment. Harassment can take many forms, occur on a variety of grounds, and may be directed at an individual or a group of individuals. It is the act itself and the impact on the individual, not the intentions of the perpetrator, which determines what constitutes harassment. Everyone reacts differently, and what may not be offensive to one person may be offensive to another. Harassment may be unintentional on the part of the perpetrator.

Harassment and bullying based on race, nationality, ethnic origin, religion or belief, gender, marital status, sexual orientation, disability, age, part-time status or trade union activities or even personal characteristics, breaches our Equal Opportunity Policy, interferes with an individual's work performance, and affects health, confidence and morale. We do not tolerate such behaviour and will take disciplinary action against employees who breach this policy. If the perpetrator is not an employee of the Company, we will take whatever steps are reasonably practicable to protect you from the harassment in the course of your employment.

## Meeting

The company will invite the employee to attend a meeting to discuss the grievance, normally within 5 days, but longer where it is necessary to undertake an investigation to establish the facts or it is otherwise impracticable.

The meeting will not take place unless:

The employee has informed the Company of the basis for the grievance in writing; and the Company has had a reasonable opportunity to consider its response to that information

After the meeting the Company will inform the employee of its decision, as soon as reasonably practicable (but normally within one week of the meeting), and the Company will notify the employee of his right to appeal if he is not satisfied with it.

## Responsibility of Managers & All Employees

- Staff in supervisory or management positions must ensure that, as far as they are able, they act immediately if they become aware of any harassment or bullying taking place and are supportive towards any employee who complains.
- All employees always have a responsibility to understand and comply with this policy, and to report any harassment or bullying they are aware of within the workplace to your Supervisor or the next most senior Line Manager or Site Supervisor (as appropriate). Harassment and bullying may occur between employees outside working hours, for example at work related social functions, and this should also be reported.

# Identifying Harassment & Bullying

Generally, harassment means conduct which is unwanted or offensive to the recipient, however reasonable, legitimate and constructive feedback on an employee's performance or behaviour would not be addressed under the realm of bullying or harassment. For example, sexual attention becomes sexual harassment if it persists once it has been made clear that the recipient regards it as offensive or unwelcome. One incident alone may constitute sexual harassment if it is sufficiently serious.

Victimisation or making fun of an employee who has complained in good faith of bullying or harassment is in itself an act of harassment.

The following are examples of unacceptable conduct that will amount to a breach of this policy. These examples are not exhaustive and there may be others.

- **PHYSICAL and NON-VERBAL CONDUCT:** Unnecessary touching, patting, pinching or pushing, compromising personal space, assault or simulating sexual acts or ignoring an individual. Displaying suggestive or offensive pictures, objects or written materials, leering, whistling and suggestive or offensive gestures and inappropriate use of emails.
- **VERBAL CONDUCT:** Persistent requests to join in social activities (after it has been made clear that such requests are unwelcome) or other advances or unwelcome attention of a personal nature, offensive and suggestive remarks, threats, intimate questions, innuendoes, lewd comments, obscene jokes, or foul language or inciting racial hatred or racial or sexual abuse, derogatory language and inappropriate comments about dress, appearance, or physique.

## What to do if You Feel You are Subject to Harassment

### Informal Procedure

If you believe you are the victim of conduct that constitutes harassment or bullying, you should make it clear to the perpetrator that you find such conduct unwelcome or offensive. This may be sufficient to stop the harassment. Where the harassment continues or where it is difficult or inappropriate for you to raise the issue with the perpetrator (for example, where that person is in a senior position or is not an employee of the Company), you should report the matter verbally to your Supervisor or the Site Supervisor. If you do not wish to make a formal written complaint, then the person dealing with the issue may deal with the matter on an informal and confidential basis by speaking to the perpetrator on your behalf. A mediation meeting between you and the perpetrator facilitated by a neutral mediator might be an option at this or a later stage.

### Appeals Procedure

The purpose of an appeal hearing is to review any penalty imposed at the disciplinary hearing. It cannot increase the penalty.

## Formal Procedure

If you wish to make a formal complaint, this should be made in writing to your Supervisor. The issue will then be processed within the Grievance Procedure. Where you wish to raise a formal complaint against your Supervisor, the matter should be reported to your Site Supervisor or next most senior line

Manager (as appropriate). As far as is reasonably practicable, confidentiality will be preserved. During

any investigation the Company may suspend the alleged perpetrator on full pay and benefits or temporarily re-deploy them. Suspension or temporary redeployment during investigation is a precautionary measure only and is not considered disciplinary action.

## Outcomes

Following completion of the investigation, if the complaint is substantiated, disciplinary action may be taken against the perpetrator. You will be notified of the outcome of the investigation. Serious incidents (even of a one-off nature) can constitute gross misconduct for which the perpetrator may be dismissed without notice.

# 13. Disciplinary Rules & Procedure

The purpose of this disciplinary procedure is to ensure that our process for disciplining staff is applied fairly and consistently in relation to conduct, performance and absence, whilst still ensuring that each disciplinary matter is taken on its own merits. The disciplinary procedure is an internal process, and it is therefore not anticipated that with the exception of any certified trade union officials who might represent employees, that there is a need to correspond with any external parties throughout the disciplinary process.

Depending on your length of service with us, we reserve the right to vary this disciplinary procedure. In particular, for those employees who have a short amount of service with us, we reserve the right to follow alternative processes which will typically be shorter in nature and can result in dismissal without any prior warnings having been issued.

The policy outlined in this section is not designed to be a contractual process (and hence does not have contractual status).





# Gross Misconduct

The following are some examples of possible acts which constitute gross misconduct. This list is not exhaustive, and there may be other acts which amount to gross misconduct which do not appear below:

- Bringing our reputation into disrepute;
- Physical violence to colleagues, customers or clients and suppliers, whether current or potential, or threats of such violence;
- Any acts of bullying, harassment, victimisation or discrimination;
- Unauthorised absence;
- Taking unauthorised rest breaks;
- Serious insubordination or failure to follow a reasonable management instruction;
- Being under the influence of, or found to be consuming alcohol, Legal highs or illegal drugs whilst at work;
- Serious neglect of duty which causes, or could have caused unacceptable loss, damage, or injury;
- Deliberate damage to our business, client or supplier (whether current or potential) property;
- Misuse of our property, copyright or name;
- Working in competition with us;
- Taking up additional employment without prior permission;
- Divulging confidential information to any unauthorised persons;
- Failure to attend a disciplinary or investigation hearing without reasonable excuse;
- Dishonesty, Theft or Fraud, including but not limited to misappropriation of monies or property belonging to the Company, employees or customers, or collusion with others in the furtherance of such activities;
- Falsification of our documentation (including timesheets and expenses claims);
- Deliberately or carelessly misleading us in any way;
- Deception, including but not limited to making untrue statements to the Company on application forms, in statements relating to qualifications; falsifying references, documents relating to sickness/absence; falsifying expenses etc.
- Infringement of health and safety rules and requirements;
- Leaving your place of work without authority;
- Making malicious disclosures pursuant to the Public Interest (Disclosures) Act 1998;
- Serious breach of our Computer Policy;
- Carrying out additional work for clients, customers or suppliers, whether current or potential for your own personal gain without receiving prior authorisation from us;
- Offering, soliciting or knowingly receiving or requesting a bribe;
- Contravention of smoking policy;
- Serious breach of our data protection policy;
- Breach of Restrictive Covenants;

# Misconduct

This covers minor or less serious breaches of Company rules and procedures such as:

- Persistent lateness, absence, or sickness.
- Minor breaches of procedure.

Again, this list is only a guide and is not exhaustive.

# Suspension

If allegations of gross misconduct or serious misconduct are made, the Company may suspend you while further investigations are carried out.

Suspension will be on full pay; this does not imply any determination of guilt or innocence, as it is merely a holding measure pending further investigation.

# Disciplinary Procedure

The disciplinary procedure is designed to help and encourage all employees to achieve and maintain the standards of conduct, attendance, and performance of the Company. It should be seen as a corrective procedure ensuring all employees are treated fairly.

It is important that you read and understand the following principles and procedures, as they constitute an important part of your terms and conditions of employment.

We believe that the following disciplinary procedures should be followed in order to resolve any problems relating to conduct or performance fairly. Disciplinary action will normally follow the procedure below. However, the Company reserves the right to vary the disciplinary procedure. The disciplinary procedure may also vary depending on the seriousness of the allegations of misconduct/capability to be addressed:

- You will be notified in writing of the allegations and no hearing will take place until a minimum of 24 hours has elapsed.
- You will be provided with information relating to the allegation prior to the hearing.
- You will have the right to be accompanied at the hearing by a work colleague of your choice or an accredited Trade Union representative.
- You or your representative may ask questions or make statements; the representative cannot answer questions on behalf of the employee.
- Any decision made will be based on a reasonable belief, the balance of probability and on the evidence presented.
- The result of any disciplinary hearing will be confirmed in writing.
- You have the right to appeal any decision by applying in writing within 7 days of the decision stating your reasons for appealing.
- Failure to attend a disciplinary hearing and to do so, without good reason, is deemed to constitute a failure to follow a reasonable management instruction and can amount to gross misconduct. In these circumstances your failure to attend will be considered alongside the reasons for the disciplinary hearing and a decision may be made in your absence.

# Draw The Line Conversation

Minor breaches of discipline, misconduct, poor time-keeping, etc may result in an informal discussion with the employee's immediate superior.

Although an informal warning will not be formally recorded for the purposes of any future disciplinary hearing, a note of the conversation may be kept on your personnel file.

It is expected that in most cases an informal discussion will resolve most difficulties. Where an employee commits a more serious act of misconduct or fails to improve and maintain that improvement with regard to conduct, behaviour or job performance, the formal steps detailed below may be taken.

## Stage 1 - Written Warning

If an employee's conduct or performance is unsatisfactory, they will be given a formal written warning. This written warning will include the reason for the warning and a note that, if there is no improvement after a specified period, a final written warning will be given. A copy of the written warning will be given to the employee and a copy will be placed on their personnel file. The warning will be disregarded after 6 months of satisfactory service.

## Stage 2 - Final Written Warning

If following a written warning, conduct or performance remains unsatisfactory, or if a serious incident occurs, a final written warning will be given making it clear that any recurrence of the offence or other serious misconduct within a specified period will result in dismissal. A copy of the written warning will be given to the employee and a copy will be placed on their personnel file. The warning will then be disregarded after 12 months satisfactory service.

## Stage 3 - Dismissal

If there is no satisfactory improvement in conduct or performance, or if further serious misconduct occurs within 12 months, the final step in the procedure may be dismissal, either with or without notice or payment in lieu of notice, or some other action short of dismissal such as disciplinary suspension or transfer to another department or job. Stage 3 may also apply to any gross misconduct (even if there are no active warnings on file) or any misconduct during your probationary period.

## Other Possible Sanctions

The Company reserves the right to consider demotion and commensurate reduction in your salary or to impose the penalty of suspension without pay for up to a maximum of 5 working days as a direct alternative to dismissal.



At each stage of the disciplinary procedure you will have the right to appeal. If you wish to do so you should inform the specified person and we ask that this is done within 7 days of your receipt of written confirmation of the disciplinary decision taken against you. Ideally, your appeal should be in writing and include the reason/s why you feel the decision is unfair or inappropriate in relation to the misconduct addressed at the disciplinary hearing. You should also detail any new information or evidence that will support your appeal, including the names of any witnesses. This is to ensure there is sufficient time to investigate any new information before the appeal meeting. You will have the right to be accompanied by a fellow worker or an accredited Trade Union representative at the appeal stage. The decision of the person dealing with your appeal is final.

## **14. Short Time Working & Lay Off**

### **Lay Off**

If a situation arises where there is a reduction in work, or there is an occurrence or other circumstances that impact on the normal running of the Company, the Company reserves the right to tell you not to attend work for a period of time. This is known as 'lay off'.

If you are subjected to lay off, you are still required to be available for work at short notice and attend work if additional work is found for you.

You will not be paid during the lay off period. You may, however, be entitled to Statutory Guarantee Pay, which will be paid in line with statutory eligibility rules and rates. Currently, entitlement is to a maximum of 5 days' Statutory Guarantee Pay on workless days during any rolling 3-month period. You may lose your entitlement to Guarantee Pay if you are offered alternative work and you refuse it.

If lay off is for more than 5 days you will be given a letter confirming this, which may entitle you to claim benefits. Even though you are still an employee of the Company you may be able to claim benefits as temporarily unemployed.

Lay off does not affect your continuity of employment.

### **Short Time Working**

We reserve the right to place you on shorter hours of work. When it is necessary to put employees on short time working, the allocation of work to employees will depend on the type of work and how much work needs to be done. The decision on this will be made by the Company according to needs of the business. You will be notified of the hours you are required to work, and, where possible, given an indication of how long the short time working will last. However, you will be required to be available and to attend work should additional hours be necessary.

Periods of short time working do not affect your continuity of employment.

## 15. Termination of Employment

### Resignation

You must inform your Line Manager or the People Team verbally or in writing of your wish to terminate your contract of employment. The period of notice will begin from the date we receive this notification. Your last day of employment will be the date on which your notice expires unless agreed otherwise.

### References

It is company policy to only confirm the dates worked with the Company.

## 16. Notice Periods

### General

The details of your notice are in your terms and conditions of employment. If you leave the Company without working, or giving the required notice your Contract of Employment may be terminated with immediate effect.

If your employment is terminated due to redundancy, the same rules regarding notice will apply. If you are dismissed for gross misconduct, you will not be entitled to notice, or notice pay.

### Garden Leave

We reserve the right to place an individual who is on notice on "Garden Leave", i.e. during your notice period, the Company may require you to neither attend your place of work, nor to contact clients, and may not provide you with any work or may provide you with alternative work of a broadly similar nature. This right is exercisable at the absolute discretion of the Company. Whilst on "Garden Leave" you will receive your basic pay and still be subject to the Company's rules and disciplinary procedures.

We reserve the right to require you to take any accrued but untaken annual leave during any period of garden leave.

### Pay in Lieu of Notice

We reserve the right to make a payment in lieu of notice for all or any part of your notice period on the termination of your employment. This provision, which is at the Company's discretion, applies whether notice to terminate the contract is given by you or the Company. Any such payment will consist solely of basic salary and shall be subject to such deductions of Income Tax and National Insurance contributions as the Company is required or authorised to make.

## 17. Statements to the Media

Note that the Board are the only persons authorised to give statements about the company or matters connected with the Company to reporters from the newspapers, radio, television etc.

Any request from any representative of the media for information, statements, or comment about the Company must be referred to the Board.

## 18. Intellectual Property Rights

Any invention, improvement, design, process, information, copyright work, trade mark, trade name or set-up made, created or discovered wholly or partly by you (whether capable of being patented or registered or not, whether or not recorded in any medium and whether or not made or discovered in the course of your employment) in conjunction with or in any way affecting or relating to the business of the Company or capable of being used or adapted for use in or in connection with such business ('Intellectual Property Rights') shall be disclosed immediately to the Company and shall (subject to sections 39 to 43 Patents Act 1977) belong to and be the absolute property of the Company to the fullest extent.

## 19. Confidentiality

The Company operates a very strict policy with regard to confidential information. This information includes, but is not limited to:

- Marketing and sales policies or information.
- Pricing information.
- Client or client information.
- Supplier information.
- Accounts information.
- Technical information.

The affairs of the Company's clients are also private and any information that you obtain about clients during the period you are employed must be regarded as confidential. For the avoidance of any doubt, this includes all information belonging to clients relating to their business activities.

When working on clients' sites, you are in a position of trust and it is essential that the confidentiality of any information you may come across in the course of our work is maintained.

You must respect the confidentiality of information held by our clients. This is with the exception of general safety notices that are on display for general viewing.

The non-authorised recording or copying of confidential information belonging to clients or the Company by using, for example, computers, cameras, or phones, may be considered a breach of confidentiality and lead to your dismissal.



You will at all times protect and maintain the confidentiality of the Company's information and that of its clients and may only disclose such information as required by law or as is necessary during the course of your duties with the Company. You understand that this obligation will continue at all times both during and after the termination of employment unless and until the information has come into the public domain.

The Company will regard any breach of this confidentiality policy as a disciplinary offence and serious breaches will lead to dismissal without notice for gross misconduct.

## 20. Data Protection

### Introduction & Purpose

In accordance with the General Data Protection Regulations (GDPR), and the Data Protection Act 2018, the organisation is committed to transparency about how it collects and uses the personal data of its workforce, and to meet its data protection obligations.

This Data Protection policy sets out our commitment to data protection, and individual rights and obligations in relation to personal data.

This policy applies to the HR Related Personal Data of job applicants, employees, volunteers, apprentices, and former employees, but does not apply to the personal data of clients or other personal data processed for business purposes.

### Definitions

- "Personal data" is any information that relates to a living individual who is able to be identified from that information.
- "Processing" is any use that is made of Personal Data, including collecting, storing, amending, disclosing or destroying/disposal.
- "Special categories of personal data" means information about an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health, sex life or sexual orientation and biometric data used for ID purposes.
- "Criminal records data" means information about an individual's criminal convictions and offences, and information relating to criminal allegations and proceedings.

# Data Protection Principles

The organisation processes HR-Related Personal Data in accordance with the following data protection Principles:

- The organisation processes personal data lawfully, fairly and in a transparent manner.
- The organisation collects personal data only for specified, explicit and legitimate purposes.
- The organisation processes personal data only where it is adequate, relevant, and limited to what is necessary for the purposes of processing.
- The organisation keeps accurate personal data and takes all reasonable steps to ensure that this is maintained and that inaccurate personal data is rectified or deleted without delay.
- The organisation keeps personal data only for the period necessary for processing.
- The organisation adopts appropriate measures to make sure that personal data is secure, and protected against unauthorised or unlawful processing, and accidental loss, destruction or damage.

The organisation tells individuals the reasons for processing their personal data, how it uses such data and the legal basis for processing in its privacy notices. It will not process personal data of individuals for other reasons. Where the organisation relies on its legitimate interests as the basis for processing data, it will carry out an impact assessment to ensure that those interests are not overridden by the rights and freedoms of individuals.

Where the organisation processes special categories of personal data or criminal records data to perform obligations or to exercise rights in employment law, this will be done in accordance with the organisation's absence policy or the requirements of the Disclosure and Barring Service checks.

The organisation is committed to updating HR-Related Personal Data promptly whenever an individual advises that their information has changed or is inaccurate.

Personal data gathered during employment, worker, contractor, volunteer, or apprenticeship relationships will be held in the individual's personnel/contractor file (in hard copy, electronic format, or both), and on HR systems. The periods for which the organisation holds HR-related personal data are contained in its privacy notice below.

The organisation keeps a record of its processing activities in respect of HR-Related Personal Data in accordance with the requirements of the General Data Protection Regulation (GDPR).

## Privacy Notice

The organisation collects and processes personal data relating to its employees to manage the employment relationship. The organisation is committed to transparency about how it collects and uses that data and to meeting its data protection obligations. The organisation's privacy notice is set out below.

# What Information does the Company Collect?

The organisation collects and processes a range of information about you. This includes: Your name, address and contact details, including email address and telephone number, date of birth and gender;

- The terms and conditions of your employment;
- Details of your qualifications, skills, experience and employment history, including start and end dates, with previous employers and with the organisation;
- Information about your remuneration, including entitlement to any benefits such as pensions;
- Details of your bank account and national insurance number;
- Information about your marital status, next of kin, dependents and emergency contacts;
- Information about your nationality and eligibility to work in the UK;
- Details of your schedule (days of work and working hours) and attendance at work;
- Details of periods of leave taken by you, including holiday, sickness absence, authorised leave, and the reasons for the leave;
- Details of any disciplinary or grievance procedures in which you have been involved, including any warnings issued to you and related correspondence;
- Assessments of your performance, including appraisals, performance reviews and ratings, training records, performance improvement plans and related correspondence;
- Information about medical or health conditions, including whether or not you have a disability for which the organisation needs to make reasonable adjustments;
- Details of any trade union membership; and
- Any equal opportunities monitoring information, including information about your ethnic origin, sexual orientation, health and religion or belief.

The organisation collects this information in a variety of ways, such as from application forms, CVs; your passport or other identity documents e.g. your driving licence; forms completed by you at the start of or during employment (such as bank details forms/training agreements); correspondence with you; or through interviews, meetings, or other assessments.

In some cases, the organisation collects personal data about you from third parties, such as references supplied by former employers, information from employment background check providers/DBS checks, where appropriate and permitted by law.

Data may be stored in a range of different places, including in your personnel file, in the organisation's HR management systems and in other IT systems (including the organisation's email system).

# Why does the Company Process Personal Data?

The organisation needs to process data to enter into an employment contract with you and to meet its obligations under your employment contract. For example, it needs to process your data to provide you with an employment contract, to pay you in accordance with your employment contract and to administer any benefit, pension, or insurance entitlements.

In some cases, the organisation needs to process data to ensure that it is complying with its legal obligations. For example, it is required to check all employees' entitlement to work in the UK, to deduct tax, to comply with health and safety laws and to enable employees to take periods of leave to which they are entitled. If regulatory requirements dictate, it will be necessary to carry out criminal records checks to ensure that individuals are permitted to undertake their role.

In other cases, the organisation has a legitimate interest in processing personal data before, during and after the end of the employment relationship. Processing employee data allows the organisation to:

- Operate recruitment and promotion processes;
- Maintain accurate and up-to-date employment records and contact details (including details of who to contact in the event of an emergency), and records of employee contractual and statutory rights;
- Operate and keep a record of disciplinary and grievance processes, to ensure acceptable conduct within the workplace;
- Operate and keep a record of employee performance and related processes, to plan for career development, and for succession planning and workforce management purposes;
- Operate and keep a record of absence and absence management procedures, to allow effective workforce management and ensure that employees are receiving the pay or other benefits to which they are entitled;
- Obtain medical and/or occupational health advice, to ensure that it complies with duties in relation to individuals with disabilities, meet its obligations under health and safety law, and ensure that employees are receiving the pay or other benefits to which they are entitled;
- Operate and keep a record of other types of leave (including maternity, paternity, adoption, parental and shared parental leave), to allow effective workforce management, to ensure that the organisation complies with duties in relation to leave entitlement, and to ensure that employees are receiving the pay or other benefits to which they are entitled;
- Ensure effective general HR and business administration;
- Provide references on request for current or former employees;
- Respond to and defend against legal claims; and
- Maintain and promote equality in the workplace.

Where the organisation relies on legitimate interests as a reason for processing your data, it has considered, via completion of an impact assessment whether or not those interests are overridden by the rights and freedoms of employees or workers and has concluded that they are not.

Some special categories of personal data, such as information about health or medical conditions, are processed to carry out employment law obligations (such as those in relation to employees with disabilities and for health and safety purposes).

Where the organisation processes other special categories of personal data, such as information about ethnic origin, sexual orientation, health or religion or belief, this is done for the purposes of equal opportunities monitoring. Data that the organisation uses for these purposes is anonymised or is collected with the express consent of employees, which can be withdrawn at any time. Employees are entirely free to decide whether or not to provide such data and there are no consequences of failing to do so.

## Who Has Access To Data?

Your information will be shared internally, including with members of the HR/recruitment team/payroll, your line manager, managers in the business area in which you work and IT staff if access to the data is necessary for performance of their roles.

The organisation shares your data with third parties in order to obtain pre-employment references from other employers, obtain employment background checks from third-party providers and, if appropriate, obtain necessary criminal records checks from the Disclosure and Barring Service. The organisation may also share your data with third parties in the context of a sale of some or all of its business. In those circumstances the data will be subject to confidentiality arrangements.

The organisation also shares your data with third parties that process data on its behalf, in connection with payroll where an external payroll provider is engaged, the provision of benefits, the provision of occupational health, and the provision of HR/legal advisory services.

## How does the Organisation Protect Data?

The organisation takes the security of your data seriously. The organisation has internal policies and controls in place to try to ensure that your data is not lost, accidentally destroyed, misused or disclosed, and is not accessed except by its employees in the performance of their duties.

Where the Company engages third parties to process personal data on its behalf, they do so on the basis of written instructions, in performance of a contractual agreement, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

# For How Long does the Organisation Keep Data?

The organisation will hold your personal data for the duration of your employment. The periods for which your data is held after the end of employment are seven years.

## What if you do not Provide Personal Data?

You have some obligations under your employment contract to provide the organisation with data. In particular, you are required to report absences from work and may be required to provide information about disciplinary or other matters under the implied duty of good faith. You may also have to provide the organisation with data in order to exercise your statutory rights, such as in relation to statutory leave entitlements. Failing to provide the data may mean that you are unable to exercise your statutory rights.

Certain information, such as contact details, your right to work in the UK and payment details, have to be provided to enable the organisation to enter a contract of employment with you. If you do not provide other information, this will hinder the organisation's ability to administer the rights and obligations arising as a result of the employment relationship efficiently.

## Individual Rights

As a data subject, individuals have a number of rights in relation to their personal data. You are able to:

Access and obtain a copy of your data on request; (see Subject access request).

Require the organisation to change incorrect or incomplete data;

Require the organisation to delete or stop processing your data, for example where the data is no longer necessary for the purposes of processing;

- Object to the processing of your data where the organisation is relying on its legitimate interests as the legal ground for processing; and
- Ask the organisation to stop processing data for a period if data is inaccurate or there is a dispute about whether or not your interests override the organisation's legitimate grounds for processing data.

If you would like to exercise any of the above rights, please contact your manager. If you believe that the organisation has not complied with your data protection rights, you can complain to the Information Commissioner.

## Subject Access Requests

Individuals have the right to make a subject access request. If an individual makes a subject access request, the organisation will inform the individual:

- Whether or not their data is processed and if so why, the categories of personal data concerned and the source of the data if it is not collected directly from the individual;
- To whom their data is or may be disclosed, including to recipients located outside the European Economic Area (EEA) and the safeguards that apply to any such transfers;



- For how long their personal data is stored (or how that period is determined);
- Their rights to rectification or erasure of data, or to restrict or object to processing;
- Their right to complain to the Information Commissioner if the individual thinks the organisation has failed to comply with their data protection rights; and
- Whether or not the organisation carries out automated decision-making and the logic involved in any such decision-making.

The organisation will also provide the individual with a copy of the personal data undergoing processing. This will normally be in electronic form if the individual has made a request electronically, unless the individual agrees otherwise. If the individual requests additional copies of their data, the organisation will charge a fee, which will be based on the administrative cost to the organisation of providing any additional copies.

To make a subject access request, the individual should submit their request in writing. In some cases, the organisation may need to ask for proof of identification before the request can be processed. The organisation will inform the individual if it needs to verify their identity and the documentation it requires.

The organisation will ordinarily respond to a subject access request within a period of one month from the date it is received. In some cases, such as where the organisation processes large amounts of the individual's data, it may respond within three months of the date the request is received. The organisation will write to the individual within one month of receiving the original request to inform the individual if this is the case.

If a subject access request is manifestly unfounded or excessive, the organisation is not obliged to comply with it. Alternatively, the organisation may agree to respond but will charge a fee, which will be proportionate to the administrative cost of responding to the request. A subject access request is likely to be manifestly unfounded or excessive where it repeats a request which the organisation has already responded to. If an individual submits a request that is considered unfounded or excessive, the organisation will notify the individual that this is the case, whether or not it will be responded to and the appropriate fee.

## Data Security

The organisation takes the security of HR-related personal data seriously and will ensure that it has internal policies and controls in place to protect personal data against loss, accidental destruction, misuse, or disclosure, and to ensure that data is not accessed, except by employees in the proper performance of their duties.

## Impact Assessments

If any of the processing that the organisation carries out may result in risks to privacy, for example, CCTV monitoring. Where such processing would result in a high risk to individual's rights and freedoms, the organisation will carry out a data protection impact assessment to determine the necessity and proportionality of processing. This will include considering the purposes for which the activity is carried out, the risks for individuals and the measures that can be put in place to mitigate those risks.

## Data Breaches

If the organisation discovers that there has been a breach of HR-Related Personal Data that poses a risk to the rights and freedoms of individuals, it will report it to the Information Commissioner within 72 hours of discovery. The organisation will record all data breaches regardless of their severity and/or effect.

If the breach is likely to result in a high risk to the rights and freedoms of individuals, it will inform affected individuals that there has been a breach and provide them with information about its likely consequences and the mitigation measures taken.

## Individual Responsibility

Individuals are responsible for ensuring the organisation is able to keep their personal data up to date. Individuals should let the organisation know if any data provided to the organisation changes, for example if an individual moves to a new house, changes their contact details, bank details or name.

Individuals may have access to the personal data of other individuals and/or our customers and clients in the course of their employment. Where this is the case, the organisation relies on those individuals to help meet its data protection obligations.

Individuals who have access to personal data must:

- Only access data that they have authority to access and access it only for authorised purposes;
- Not disclose data to anyone, except to individuals, whether inside or outside the organisation, who have appropriate authorisation;
- Keep data secure, in particular by complying fully with security rules, including but not limited to rules on access to our premises by non authorised parties, computer access, including password protection, and secure file storage and destruction;
- Not remove personal data, or electronic devices which contain, or can be used to access personal data, from the organisation's premises without prior authorisation and adopting appropriate security measures (such as encryption or password protection) to secure the data and the device;
- Not store personal data on local drives or on any personal electronic devices, including mobile telephones, that are used for work purposes; and
- To report data breaches of which they become aware immediately.

Failing to observe these requirements or any breach of this Data Protection Policy may amount to a disciplinary offence, which will be dealt with under the organisation's disciplinary procedure. Significant or deliberate breaches of this policy, including, but not limited to, accessing any data without authorisation, or a legitimate reason to do so, may constitute gross misconduct and could lead to summary dismissal without notice or pay in lieu of notice.

## Training

The organisation will provide training to all individuals about their data protection and data handling responsibilities as part of the induction process and will provide any further relevant training as necessary.

Individuals whose roles require regular access to personal data, or who are responsible for implementing this policy or responding to subject access requests under this policy, will receive additional training to help them understand their duties and how to comply with them.

Training will include ensuring that individuals are aware of their obligations in relation to keeping personal information secure.

## 21. Protected Disclosure or 'Whistle Blowing'

The Company aims to run its business legally and ethically. If you have information that suggests that this may not be true, the Company wants you to make this known to a member of management at the earliest opportunity.

The Company is committed to ensuring a culture of openness and accountability in which abuse, theft, fraud, or other misconduct within the organisation by any employee is recognised and reported. You are encouraged to express any concerns you may have, and the Company will respect any request you may make to preserve confidentiality as far as possible. If you raise concerns that are in the public interest, you will be protected by the Company from reprisals or victimisation.

If you have concerns about possible abuse, theft, fraud, or other misconduct, you should bring the matter to the attention of your Supervisor or Julie Graham. Any employee with knowledge of abuse, theft, fraud, or other misconduct who does not report this may be subject to disciplinary action. Anyone attempting to stop or discourage another employee from coming forward to express a serious concern will be subject to disciplinary action. Likewise, anyone who criticises or victimises an employee after a concern has been expressed will be subject to disciplinary action.

The complaint will be investigated by your Supervisor or Julie Graham and outside agencies may be involved as necessary. The results of the investigation will be related to you, whilst protecting the confidentiality of others involved. If you continue to have serious concerns after the investigation has been completed and feel that you need to contact an external agency, you can then do so. Please be aware that any employee who raises a concern with malicious intent or abuses this policy will be subject to disciplinary action.

## 22. Receipt of Handbook

I hereby confirm I have received, read, understood and agree to my Employee Handbook.

Name (Print) .....

Signature .....

Date .....

\* Please return this to the People Team.