

Employment Law Manual

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HEALTH & SAFETY

TRAINING

HR & EMPLOYMENT LAW

RISK SOLUTIONS

Royal Albert Dock Trust

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Equal Opportunities Policy

It is our policy not to discriminate against our workers on the basis of their gender, sexual orientation, marital or civil partner status, gender reassignment, race, religion or belief, colour, nationality, ethnic or national origin, disability, age, pregnancy, trade union membership, or the fact that they are a part-time worker or a fixed-term employee. Our workers and applicants for employment shall not be disadvantaged by any policies or conditions of service which cannot be justified as necessary for operational purposes.

We shall, at all times, strive to work within legislative requirements as well as promoting best practice.

Our long-term aim is that the composition of our workforce should reflect that of the community and that all workers should be offered equal opportunities to achieve their full potential. This policy, and the measures we take to implement it, have been devised based on advice from the relevant government and professional bodies. We are committed to a programme of action to make this policy effective and to bring it to the attention of all workers. The principle of non-discrimination and equality of opportunity applies equally to the treatment of visitors, clients, customers and suppliers by members of our workforce and also, in some circumstances, ex-employees.

The following paragraphs deal with the specific categories of workers, and areas of work, which we have identified as potentially giving rise to equal opportunities issues and provides more specific guidance on the parameters of our policy and approach to equal opportunities.

1. To whom does this policy apply?

- 1.1 This policy applies to our employees, whether permanent, temporary, casual, on part-time or on fixed term contracts, to ex-employees, to job applicants and to individuals such as agency staff and consultants and volunteers who are not our employees, but who work with us.
- 1.2 All workers have a duty to act in accordance with this policy, and therefore to treat colleagues with dignity at all times, and not to discriminate against or harass other members of staff, whether junior or senior to them. In some situations, we may be at risk of being held responsible for the acts of individual members of staff and will therefore not tolerate any discriminatory practices or behaviour.
- 1.3 The policy statement in paragraph 1.2 applies equally to the treatment of our visitors, clients, customers and suppliers by our workers.

2. Scope and purpose of this policy

- 2.1 We will not unlawfully discriminate on grounds of gender, sexual orientation, marital or civil partner status, gender reassignment, race, religion or belief,

colour, nationality, ethnic or national origin, disability, age, pregnancy, trade union membership, or part-time or fixed-term status.

- 2.2 This policy applies to the advertising of jobs and recruitment and selection, to training and development, to opportunities for promotion, to conditions of service, benefits and facilities and pay, to health and safety, to conduct at work, to grievance and disciplinary procedures and to termination of employment, including redundancy.
- 2.3 We will take appropriate steps to accommodate the requirements of workers' religions, cultures, and domestic responsibilities.

3. Forms of discrimination

- 3.1 Discrimination may be direct or indirect and it may occur intentionally or unintentionally. Direct discrimination occurs where someone is put at a disadvantage for a reason related to one or more of the grounds set out in paragraph 2.1. For example, rejecting an applicant of one race because it is considered they would not 'fit in' on the grounds of their race, could be direct discrimination. Indirect discrimination occurs where an individual is subject to an unjustified provision, criterion or practice which puts them at a particular disadvantage because of, for example, their sex or race.

4. Recruitment and selection

- 4.1 We aim to ensure that no job applicant receives less favourable treatment on any of the unlawful grounds listed in paragraph 2.1. Recruitment procedures will be reviewed regularly to ensure that individuals are treated on the basis of their relevant merits and abilities and that sufficiently diverse sectors of the community are reached. Job selection criteria are regularly reviewed to ensure that they are justifiable on non-discriminatory grounds as being essential for the effective performance of the job.

5. Staff training and promotion and conditions of service

- 5.1 Staff training needs will be identified through regular staff appraisals. All workers will be given appropriate access to training to enable them to progress within the organisation. All promotion decisions will be made on the basis of merit.
- 5.2 The composition and movement of workers at different levels will be regularly monitored to ensure equality of opportunity at all levels of the organisation. Where appropriate, steps will be taken to identify and remove unnecessary or unjustifiable barriers and to provide appropriate facilities and conditions of service to meet the special needs of disadvantaged or under-represented groups.
- 5.3 Our conditions of service, benefits and facilities will be reviewed regularly to ensure that they are available to all workers who should have access to them, and that there are no unlawful obstacles to accessing them.

6. Termination of employment

- 6.1 We will monitor redundancy criteria and procedures to ensure that they are fair and objective and do not directly or indirectly discriminate against employees.
- 6.2 We will also ensure that disciplinary procedures are carried out uniformly for all workers, whether they result in the giving of disciplinary warnings, dismissal or other disciplinary action.

7. Disability discrimination

- 7.1 If you are disabled or become disabled in the course of your employment with us, you are encouraged to tell us about your condition. This is to enable us to support you as much as possible. You may also wish to advise us of any reasonable adjustments to your working conditions or the duties of your job which you consider to be necessary, or which would assist you in the performance of your duties. We may wish to consult with you and with your medical adviser(s) about possible reasonable adjustments. Careful consideration will be given to any such proposals, and they will be accommodated where possible and proportionate to the needs of your job. Nevertheless, there may be circumstances where it will not be reasonable for us to accommodate the suggested adjustments, and we will ensure that we provide you with information as to the basis of our decision not to make any adjustments.

8. Breaches of policy

- 8.1 If you believe that you may have been disadvantaged on any of the unlawful grounds listed at paragraph 2.1, you are encouraged to raise the matter through our grievance procedure. Allegations regarding potential breaches of this policy will be treated in confidence and investigated in accordance with the relevant procedure.

Workers who make such allegations in good faith will not be victimised or treated less favourably as a result. False allegations or a breach of this policy which are found to have been made in bad faith will, however, be dealt with under our disciplinary procedure.

- 8.2 If, after investigation, you are proven to have harassed any other worker on the grounds of gender, sexual orientation, marital or civil partner status, gender reassignment, race, religion or belief, colour, nationality, ethnic or national origin, disability, age, pregnancy, trade union membership, or part-time or fixed-term status, or otherwise act in breach of this policy, you will be subject to disciplinary action. In serious cases, such behaviour may constitute gross misconduct and, as such, may result in summary dismissal. We will always take a strict approach to serious breaches of this policy.
- 8.3 As this policy applies equally to our workers' relations with visitors, clients, customers and suppliers, if after investigation, you are proven to have

discriminated against or harassed a client or supplier you will also be subject to disciplinary action.

Anti-Harassment and Bullying Policy

Purpose of policy

The purpose of this policy is to ensure that all our workers are treated with dignity and respect and are free from harassment or other forms of bullying at work.

This policy is for guidance only and does not form part of your contract of employment.

Breach of this policy will be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

1. Legislative framework

- 1.1 Under the Health and Safety at Work Act 1974 we have a duty to provide our workers with a safe place and system of work. This includes a workplace free from harassment and bullying which may, in certain circumstances, also amount to unlawful discrimination.
- 1.2 We are also responsible for ensuring that workers are not harassed, bullied or discriminated against on the grounds of their sex, sexual orientation, marital status, gender reassignment, race, religion, colour, nationality, ethnic or national origin, disability, HIV positive/AIDS status or age.
- 1.3 In some situations we may, in addition to a worker, also be responsible for the actions of that worker towards their colleagues and third parties.
- 1.4 This policy confirms our commitment to identifying and eliminating all forms of harassment, intimidation and bullying.

2. Who is covered by this policy?

- 2.1 This policy covers every individual working for us, irrespective of their status, level or grade. It therefore includes senior managers, officers, directors, employees, consultants, contractors, trainees, homeworkers, part-time or fixed-term employees, casual and agency staff (collectively referred to as workers in this policy).

3. What are harassment and bullying?

- 3.1 Harassment is any unwanted physical, verbal or non-verbal conduct which has the purpose or effect of affecting a worker's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment. Physical conduct ranges from touching, pinching, pushing or brushing past someone, to grabbing, shoving, punching and other forms of physical assault.

In addition to the manner in which workers speak to and about one another, written material and pictures (including that disseminated by interactive and

digital technologies) can be used to harass. This includes e-mails, text messages, film clips and photographs taken using cameras in mobile phones, as well as content uploaded onto websites.

- 3.2 Harassment commonly, but not exclusively, targets the sex, sexual orientation, marital status, gender reassignment, race, religion, colour, nationality, ethnic or national origin, disability, HIV positive/AIDS status or age of the victim.
- 3.3 A single incident of unwanted or offensive behaviour to one individual can amount to harassment.
- 3.4 Non-exhaustive examples of harassment include:
 - a) unnecessary or unwanted physical contact, which the offender might perceive to be “horseplay”, and which can include the invasion of personal space, touching or brushing against another worker’s body as well as assault or coercing sexual relations
 - b) unwelcome sexual behaviour, which might be perceived by the offender to be harmless flirting, and which may involve suggestions, advances, propositions or pressure for sexual activity
 - c) suggestions that sexual favours may further an employee’s career or that refusal of sexual favours may hinder it
 - d) continued suggestions for social activity within or outside the workplace, after it has been made clear that such suggestions are unwelcome
 - e) inappropriate behaviour, whether in the form of offensive or intimidating comments or gestures, or insensitive jokes or pranks
 - f) the display or circulation of offensive pictures, objects or written materials which, for example, may be considered pornographic or offensive to particular ethnic or religious groups
 - g) unwanted conduct or conduct that has the purpose or effect of violating an individual’s dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment on the grounds of their sex, race, sexual orientation, disability, religion or age including abuse or insults about cultures, customs appearance or dress
 - h) ignoring or shunning a worker, for example, by deliberately excluding them from a conversation or a workplace social activity
- 3.5 Bullying is offensive, intimidating, malicious or insulting behaviour which, through the abuse or misuse of power, makes the recipient feel vulnerable, upset, humiliated and threatened. Power includes both personal strength and the power to coerce others through fear or intimidation. Bullying is often a form of harassment and can undermine an individual’s self-confidence, competence and self-esteem. As with harassment, bullying can take the form of physical, verbal

and non-verbal conduct. Physical conduct includes perceived horseplay, touching, pinching, pushing as well as grabbing, shoving and other forms of physical assault. In addition to the manner in which workers speak to and about one another, written material and pictures (including that disseminated by interactive and digital technologies) can be used to bully. These include e-mails, text messages, film clips and photographs taken using cameras in mobile phones, as well as content uploaded onto websites.

3.6 Bullying does not include legitimate and constructive criticism of a worker's performance, or behaviour, or reasonable requests made of workers.

3.7 Non-exhaustive examples of bullying include:

- a) shouting at, being sarcastic towards, ridiculing or demeaning others
- b) making physical or psychological threats
- c) overbearing supervision and making inappropriate and/or derogatory remarks about a worker's performance
- d) abuse of authority or power by those in positions of seniority
- e) unjustifiably excluding colleagues from meetings/ communications

3.8 This policy covers harassment or bullying which occurs both in the workplace itself and in settings outside the workplace, such as business trips, events or social functions organised for or on behalf of the Company and on or off its premises.

3.9 Workers who believe they are being subjected to harassment or that they are being bullied should not hesitate to use the procedure set out below.

4. What to do if you are being bullied or harassed: informal procedure

4.1 If you consider that you are being bullied or harassed and you feel able to, you should initially attempt to resolve the problem informally, explaining clearly to the person responsible that their behaviour is not welcome and that it offends you or makes you uncomfortable.

4.2 If it is not possible to resolve matters informally or, if after informal steps have been taken, the conduct continues, you should follow the formal procedure set out below.

5. What to do if you are being bullied or harassed: formal procedure

5.1 The informal procedure may not be appropriate, due to the nature of the harassment or bullying or because you do not feel able to talk directly to the person creating the problem. In these cases, or where the informal procedure has been unsuccessful, you should raise your complaint in writing with us.

- 5.2 As a general principle, the decision to progress a complaint rests with you. However, we have a duty to protect all our workers and may be obliged to pursue a complaint independently if, in all the circumstances, we consider it appropriate to do so.
- 5.3 If you wish to make a formal complaint, you should write to your manager, setting out full details of the unwanted conduct. These details should include the name of the harasser or bully, the nature of the harassment or bullying, the date(s) and time(s) when the harassment or bullying occurred, the names of any witnesses and any action taken so far to attempt to stop the harassment or bullying.

6. Formal procedure: Investigation

- 6.1 Complaints will be managed in a timely and confidential manner, via an independent investigation, to establish full details of what happened. Your name and the name of the alleged harasser or bully will not be divulged, other than on a “need to know” basis to those individuals involved in the investigation. At the outset, an investigator with no prior involvement in the complaint will be appointed and a timetable will be set down and communicated to all parties. The investigation will be thorough, impartial and objective, and will be carried out with sensitivity and with due respect for the rights of all parties concerned.
- 6.2 Consideration will be given to whether the alleged harasser or bully should be redeployed temporarily or suspended on full pay, or whether reporting lines or other managerial arrangements should be altered pending the outcome of the investigation.
- 6.3 As part of the investigation, the investigator will meet with you to hear your account of events leading to your complaint. You have the right to be accompanied by a work colleague or a trade union official of your choice. The investigator will also meet with the alleged harasser or bully. It may also be necessary to interview witnesses to any of the incidents mentioned in your complaint. Where it is necessary to interview witnesses, the importance of confidentiality will be emphasised to them.
- 6.4 At the conclusion of the investigation, the investigator will submit a report to a manager nominated to consider the complaint. The manager will usually report their findings back to you within two weeks of your complaint first being reported. A copy of the investigator’s report, together with the manager’s report findings will be provided to you and to the alleged harasser.
- 6.5 If the manager finds that harassment or bullying has occurred, prompt action will be taken to stop the harassment or bullying immediately and prevent its recurrence. The findings will be dealt with under our disciplinary procedure. Consideration will be given to whether the harasser or bully should be dismissed and, if not, whether they should remain in their current post or be transferred. Even where a complaint is not upheld, (for example, where evidence is inconclusive), consideration will be given to how the ongoing working relationship between you and the alleged harasser or bully should be managed. This may involve, for example, arranging some form of mediation or counselling or a

change in the duties or reporting lines of either party.

7. Formal procedure: Appeal

- 7.1 If you are not satisfied with the outcome of the investigation, you have the right to appeal the decision within 14 days of being notified of the outcome. You should submit your full written grounds of appeal. The person hearing your appeal will meet with you to discuss your appeal. You may be accompanied by a work colleague or a trade union official of your choice. You will be notified of the outcome of the appeal within seven days of this meeting. This is the final stage of the formal procedure.

8. Protection for those making complaints or assisting with an investigation

- 8.1 Workers who make complaints, or who participate in any investigation conducted under this policy in good faith, will be protected from any form of intimidation or victimisation as a result of their involvement.
- 8.2 Any worker who is, after investigation, found to have provided false information or to have acted in bad faith will be subject to action under our disciplinary procedure.

9. Confidentiality

- 9.1 Confidentiality is an important part of the procedures provided under this policy. Every worker involved in the operation of the policy, whether making a complaint or involved in any investigation, is responsible for observing the high level of confidentiality that is required.
- 9.2 Breach of confidentiality may give rise to disciplinary action under our disciplinary procedure.

Sexual Harassment Policy

1. Policy statement

- 1.1 We are committed to providing a working environment free from sexual harassment and ensuring all staff are treated, and treat others, with dignity and respect. We recognise that sexual harassment can occur both in and outside the workplace, such as on business trips, or at work-related events or social functions, or on social media.
- 1.2 Sexual harassment or victimisation of any member of staff, or anyone they come into contact with during the course of their work, is unlawful and will not be tolerated. We will take active steps to help prevent the sexual harassment and victimisation of all staff. Anyone who is a victim of, or witness to, sexual harassment is encouraged to report it in accordance with this policy. This will enable us to take appropriate action and provide support. Sexual harassment can result in legal liability for both the business and the perpetrator, whether they work for us or are a third party outside of our control. Sexual harassment may result in disciplinary action up to and including dismissal.

2. About this policy

- 2.1 The purpose of this policy is to set out a framework for line managers to deal with any sexual harassment that occurs by staff (which may include consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to our premises.
- 2.2 This policy does not form part of any contract of employment or contract to provide services, and we may amend it at any time.

3. Who does this policy apply to?

- 3.1 This policy applies to all employees, officers, consultants, self-employed contractors, casual workers, agency workers, volunteers and interns.

4. What is sexual harassment?

- 4.1 Sexual harassment is any unwanted physical, verbal or non-verbal conduct of a sexual nature that has the purpose or effect of violating a person's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to sexual harassment.
- 4.2 It also includes treating someone less favourably because they have submitted or refused to submit to unwanted conduct of a sexual nature, or that is related to gender reassignment or sex, in the past.

- 4.3 Sexual harassment may include, for example:
- a) unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing
 - b) continued suggestions for sexual activity after it has been made clear that such suggestions are unwelcome
 - c) sending or displaying material that is pornographic or that some people may find offensive (including emails, text messages, video clips and images sent by mobile phone or posted on the internet)
 - d) unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless)
 - e) offensive emails, text messages or social media content.
- 4.4 A person may be sexually harassed even if they were not the intended target. For example, a person may be sexually harassed by pornographic images displayed on a colleague's computer in the workplace.
- 4.5 Victimisation includes subjecting a person to a detriment because they have done, or are suspected of doing or intending to do, any of the following protected acts:
- a) bringing proceedings under the Equality Act 2010
 - b) giving evidence or information in connection with proceedings under the Equality Act 2010
 - c) doing any other thing for the purposes of or in connection with the Equality Act 2010
 - d) alleging that a person has contravened the Equality Act 2010
- 4.6 Victimisation may include, for example:
- a) denying someone an opportunity because it is suspected that they intend to make a complaint about sexual harassment
 - b) excluding someone because they have raised a grievance about sexual harassment
 - c) failing to promote someone because they accompanied another staff member to a grievance meeting
 - d) dismissing someone because they gave evidence on behalf of another staff member at an employment tribunal hearing
- 4.7 Sexual harassment and victimisation are unlawful and will not be tolerated. They may lead to disciplinary action up to and including dismissal if they are committed:
- a) in a work situation

- b) during any situation related to work, such as at a social event with colleagues
 - c) against a colleague or other person connected to us outside of a work situation, including on social media
 - d) against anyone outside of a work situation where the incident is relevant to your suitability to carry out your role
- 4.8 We will take into account any aggravating factors, such as abuse of power over a more junior colleague, when deciding the appropriate disciplinary action to take.
- 4.9 If any sexual harassment or victimisation of staff occurs, we will take steps to remedy any complaints and to prevent it happening again. These may include updating relevant policies, providing further staff training and taking disciplinary action against the perpetrator.
- 4.10 Third-party harassment occurs where a person is harassed or sexually harassed by someone who does not work for, and who is not an agent of, the same employer, but with whom they have come into contact during the course of their employment. Third-party harassment could include, for example, unwelcome sexual advances from a client, customer or supplier visiting the employer's premises, or where a person is visiting a client, customer or supplier's premises or other location in the course of their employment.
- 4.11 Third-party sexual harassment can result in legal liability and will not be tolerated. All staff are encouraged to report any third-party harassment they are a victim of, or witness, in accordance with this policy.
- 4.12 Any sexual harassment by a member of staff against a third party may lead to disciplinary action up to and including dismissal.
- 4.13 We will take active steps to try to prevent third-party sexual harassment of staff.
- 4.14 If any third-party harassment of staff occurs, we will take steps to remedy any complaints and to prevent it happening again. These may include warning the harasser about their behaviour, banning them from our premises, reporting any criminal acts to the police, and sharing information with other branches of the business.

5. If you are being sexually harassed: Informal steps

- 5.1 If you are being sexually harassed, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult, you should speak to your line manager, who can provide confidential advice and assistance in resolving the issue formally or informally.

If you feel unable to speak to your line manager because the complaint concerns them, you should speak informally to a Company Director. If this does not resolve the issue, you should follow the formal procedure below.

5.2 If you are not certain whether an incident or series of incidents amounts to sexual harassment, you should initially contact your line manager informally for confidential advice.

5.3 If informal steps are not appropriate, or have been unsuccessful, you should follow the formal procedure set out below.

6. Raising a formal complaint

6.1 If you wish to make a formal complaint about sexual harassment, you should submit it in writing to your manager or a Company Director.

6.2 Your written complaint should set out full details of the conduct in question, including the name of the harasser, the nature of the sexual harassment, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.

6.3 If you wish to make a formal complaint about victimisation, you should submit it in writing to your manager or a Company Director.

6.4 Your written complaint should set out full details of the conduct in question, including the name of the person or persons you believe have victimised you, the reason you believe you have been victimised, the nature of the victimisation, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.

6.5 As a general principle, the decision whether to progress a complaint is up to you. However, we have a duty to protect all staff and may pursue the matter independently if, in all the circumstances, we consider it appropriate to do so.

7. If you witness sexual harassment or victimisation

7.1 Staff who witness sexual harassment or victimisation are encouraged to take appropriate steps to address it. Depending on the circumstances, this could include:

- a) intervening where you feel able to do so
- b) supporting the victim to report it or reporting it on their behalf
- c) reporting the incident where you feel there may be a continuing risk if you do not report it
- d) co-operating in any investigation into the incident

7.2 All witnesses will be provided with appropriate support and will be protected from victimisation.

8. Formal investigations

8.1 We will investigate complaints in a timely, respectful and confidential manner. Individuals not involved in the complaint or the investigation should not be told about it.

8.2 We will arrange a meeting with you, usually within one week of receiving your complaint, so that you can give your account of events. You have the right to be accompanied by a colleague or a trade union representative of your choice, who must respect the confidentiality of the investigation.

8.3 Where your complaint is about an employee, we may consider suspending them on full pay or making other temporary changes to working arrangements pending the outcome of the investigation, if circumstances require. The investigator will also meet with the alleged harasser who may also be accompanied by a colleague or trade union representative of their choice to hear their account of events. They have a right to be told the details of the allegations against them, so that they can respond.

8.4 Where your complaint is about someone other than an employee, such as a customer, supplier or visitor, we will consider what action may be appropriate to protect you and anyone involved pending the outcome of the investigation, bearing in mind the reasonable needs of the business and the rights of that person. Where appropriate, we will attempt to discuss the matter with the third party.

8.5 We will also consider any request that you make for changes to your own working arrangements during the investigation. For example, you may ask for changes to your duties or working hours to avoid or minimise contact with the alleged harasser.

8.6 It may be necessary to interview witnesses to any of the incidents mentioned in your complaint. If so, the importance of confidentiality will be emphasised to them.

8.7 At the end of the investigation, the investigator will submit a report to a nominated manager. The manager will arrange a meeting with you, usually within a week of receiving the report, in order to discuss the outcome and what action, if any, should be taken. You have the right to bring a colleague or a trade union representative to the meeting. A copy of the report and the managers report findings will be given to you and to the alleged harasser.

9. Action following the investigation

- 9.1 If the investigating officer considers that there is a case to answer and the harasser is an employee, the matter will be dealt with as a case of possible misconduct or gross misconduct under our Disciplinary Procedure. Our investigation into your complaint may be put on hold pending the outcome of the Disciplinary Procedure. Where the disciplinary outcome is that sexual harassment occurred, prompt action will be taken to address it. If the harasser is a third party, such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem.
- 9.2 Whether or not your complaint is upheld, we will consider how best to manage the ongoing working relationship between you and the person concerned. It may be appropriate to arrange some form of mediation or counselling, or to change the duties, working location or reporting lines of one or both parties.
- 9.3 Any staff member who deliberately provides false information in bad faith, or who otherwise acts in bad faith as part of an investigation, may be subject to action under our Disciplinary Procedure. However, you will not be disciplined or treated detrimentally because your complaint has not been upheld.

10. Appeals

- 10.1 If you are not satisfied with the outcome you may appeal in writing, stating your full grounds of appeal, within 7 days of the date on which the decision was sent or given to you.
- 10.2 We will hold an appeal meeting, normally within one week of receiving your written appeal. Where practicable, the appeal hearing will be conducted by an individual who has not been previously involved in the case. They may ask anyone previously involved to be present. You have the right to bring a colleague or trade union representative to the meeting.
- 10.3 We will confirm our final decision in writing, usually within one week of the appeal hearing. This is the end of the procedure and there is no further appeal.

11. Protection and support for those involved

- 11.1 Staff who make complaints, report that they have witnessed wrongdoing, or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.
- 11.2 If you believe you have suffered any such treatment you should inform your manager. If the matter is not remedied, you should raise it formally using our Grievance Procedure or this procedure if appropriate.

11.3 We will monitor the treatment and outcomes of any complaints of sexual harassment or victimisation we receive to ensure that they are properly investigated and resolved, that those who report or act as witnesses are not victimised, repeat offenders are dealt with appropriately, cultural clashes are identified and resolved, and workforce training is targeted where needed.

12. Reporting outcomes, confidentiality, and record-keeping

12.1 Confidentiality is an important part of the procedures provided under this policy. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. Breach of confidentiality may give rise to disciplinary action under our Disciplinary Procedure.

12.2 When appropriate and possible, where a complaint is upheld, we will advise the complainant of the action that has been taken to address their specific complaint and any measures put in place to prevent a similar event happening again.

12.3 Information about a complaint by or about a staff member may be placed on their personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with our Data Protection Policy.

Maternity Leave Policy

1. General principles

- 1.1 This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth and sets out the arrangements for ante-natal care, pregnancy-related sickness, health and safety, and maternity leave. It does not apply to agency workers and the self-employed.
- 1.2 The policy does not form part of your contract of employment and we may amend it at any time.

2. Definitions

The definitions in this paragraph apply in this policy.

Expected Week of Childbirth (EWC): the week, starting on a Sunday, in which your doctor or midwife expects you to give birth.

Qualifying Week: the fifteenth week before the EWC.

3. Notification

- 3.1 You must inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations (*see paragraph 6, Health and Safety*).
- 3.2 Before the end of the Qualifying Week, or as soon as reasonably practical afterwards, you must tell us:
 - a) that you are pregnant; and
 - b) the Expected Week of Childbirth (EWC); and
 - c) the date on which you would like to start your maternity leave (*see paragraph 8, Starting Maternity Leave*).
- 3.3 You must provide a certificate from a doctor or midwife (usually on a MATB1 form) confirming your EWC.

4. Time off for ante-natal care

- 4.1 If you are pregnant you may take reasonable paid time off during working hours for ante-natal care. This may include any relaxation or parent craft classes that your doctor, midwife or health visitor has advised you to attend. You should try to give us as much notice as possible of the appointment.
- 4.2 We may ask you to provide the following, unless it is the first appointment:

- a) a certificate from the doctor, midwife or health visitor stating that you are pregnant; and
- b) an appointment card.

5. Sickness

- 5.1 Periods of pregnancy related sickness absence shall be paid in accordance with the same manner as any other sickness absence.
- 5.2 Periods of pregnancy related sickness absence, from the start of your pregnancy until the end of your maternity leave, will be recorded separately from other sickness records and will be disregarded in any future employment related decisions.
- 5.3 If you are absent for a pregnancy related reason during the four weeks before your EWC, your maternity leave will usually start automatically (*see paragraph 8, Starting Maternity Leave*).

6. Health and Safety

- 6.1 We have a general duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have given birth within the last six months or are still breastfeeding.
- 6.2 We will provide you with information as to any risks identified in the risk assessment, and any preventive and protective measures that have been, or will be, taken. If we consider that, as a new or expectant mother, you would be exposed to health hazards in carrying out your normal work, we will take such steps as are necessary (and for as long as is necessary) to avoid those risks. This may involve:
 - a) changing your working conditions or hours of work; or
 - b) offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
 - c) suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

7. Maternity leave

- 7.1 Shortly before your maternity leave starts, we shall discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.
- 7.2 All employees are entitled to up to 52 weeks' maternity leave, which is divided into:

- a) Ordinary Maternity Leave (OML) of 26 weeks; and
- b) Additional Maternity Leave (AML) of a further 26 weeks immediately following OML.

8. Starting maternity leave

- 8.1 The earliest date you can start maternity leave is 11 weeks before the EWC (unless your child is born prematurely before that date).
- 8.2 You must notify us of your chosen start date in accordance with *paragraph 3*. We will then write to you within 28 days to tell you the date your entitlement to maternity leave will end if you take your full entitlement.
- 8.3 You can postpone your chosen start date by informing us in writing at least 28 days before the original chosen start date, or if that is not possible, as soon as reasonably practicable.
- 8.4 You can bring forward the chosen start date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.
- 8.5 Maternity leave shall start on the earlier of:
 - a) your chosen start date (if notified to us in accordance with this policy);
or
 - b) the day after any day on which you are absent for a pregnancy-related reason during the four weeks before the EWC; or
 - c) the day after you give birth.
- 8.6 If you are absent for a pregnancy-related reason during the four weeks before the EWC, you must let us know as soon as possible in writing. Maternity leave will be triggered under *paragraph 8.5 (b)* unless both parties agree to delay it.
- 8.7 If you give birth before your maternity leave was due to start, you must let us know the date of the birth in writing as soon as possible.
- 8.8 The law prohibits you from working during the two weeks following childbirth.

9. Terms and conditions during OML and AML

- 9.1 All the terms and conditions of your employment remain in force during OML and AML, except for the terms relating to pay:
 - a) benefits in kind (such as life insurance, health insurance, gym membership and use of a company vehicle if applicable) shall continue
 - b) annual leave entitlement under your contract shall continue to accrue (*see*

paragraph 10, Annual Leave)

c) pension benefits shall continue (see *paragraph 11, Pensions*).

10. Annual leave

- 10.1 During OML and AML, annual leave will accrue at the rate provided under your contract.
- 10.2 In many cases a period of maternity leave will last beyond the end of the holiday year. Any holiday entitlement for the year that is not taken **OR** cannot reasonably be taken before starting your maternity leave, can be carried over to the next holiday year and must be taken immediately before returning to work, unless your manager agrees otherwise. You should try to limit carry-over to one week's holiday or less. Carry-over of more than one week is at your manager's discretion.

You should discuss your holiday plans with your manager in good time before starting your maternity leave. All holiday dates are subject to approval by your manager.

11. Pensions

- 11.1 During OML, and any further period of paid maternity leave, we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on maternity leave, provided that you continue to make contributions based on the maternity pay you are receiving.
- 11.2 The period of OML and any further period of paid maternity leave counts towards any final-salary pension scheme as pensionable service, provided you make the necessary minimum contributions based on the maternity pay you are receiving.
- 11.3 During unpaid AML we shall not make any payments into a money purchase scheme, and the time shall not count as pensionable service under any final salary scheme. You do not have to make any contributions, but you may do so if you wish, or you may make up for missed contributions at a later date.

12. Redundancies during maternity leave

- 12.1 In the event that your post is affected by a redundancy situation occurring during your maternity leave, we shall write to inform you of any proposals and invite you to a meeting before any final decision is reached as to your continued employment. Employees on maternity leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

13. Maternity pay

- 13.1 Statutory maternity pay (**SMP**) is payable for up to 39 weeks. SMP will stop being payable if you return to work sooner (except where you are simply keeping in touch in accordance with paragraph 14. See *paragraph 14, Keeping in Touch*). You are entitled to SMP if:
- a) you have been continuously employed for at least 26 weeks at the end of your Qualifying Week and are still employed by us during that week; and
 - b) your average weekly earnings during the eight weeks ending with the Qualifying Week (the **Relevant Period**) are not less than the lower earnings limit set by the government; and
 - c) you provide us with a doctor's or midwife's certificate (MATB1 form) stating your EWC; and
 - d) you give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and
 - e) you are still pregnant 11 weeks before the start of the EWC or have already given birth.
- 13.2 SMP is calculated as follows:
- a) First six weeks: SMP is paid at the **Earnings-Related Rate** of 90% of your average weekly earnings calculated over the Relevant Period.
 - b) Remaining 33 weeks: SMP is paid at the **Prescribed Rate** which is set by the government for the relevant tax year, or the Earnings-Related Rate if this is lower.
- 13.3 SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence, measured from Sunday to Saturday. SMP payments shall be made on the next normal payroll date and income tax, National Insurance and pension contributions shall be deducted as appropriate.
- 13.4 You shall still be eligible for SMP if you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant). In such cases, if your maternity leave has not already begun, SMP shall start to accrue in whichever is the later of:
- a) the week following the week in which employment ends; or
 - b) the eleventh week before the EWC.
- 13.5 If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the

Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

14. Keeping in Touch

- 14.1 We may make reasonable contact with you from time to time during maternity leave.
- 14.2 You may work (including attending training) for up to 10 days during maternity leave without bringing your maternity leave or SMP to an end. The arrangements, including pay, would be set by agreement. You are not obliged to undertake any such work during maternity leave. In any case, you must not work in the two weeks following birth.
- 14.3 Shortly before you are due to return to work, we may invite you to have a discussion whether in person or by telephone about the arrangements for your return to work. This may include:
- a) updating you on any changes that may have occurred
 - b) discussing any necessary training required
 - c) discussing any changes to working arrangements (for example if you have made a request to work part-time. See *paragraph 20, Returning to Work Part-Time*).

15. Expected Return Date

- 15.1 We shall write to inform you of the date we expect you to return to work (the **Expected Return Date**). This letter shall be sent within 28 days of the day you notify us of your chosen start date. If your start date has been changed (either because you gave us notice to change it, or because maternity leave started early due to illness or premature childbirth) we shall write to you within 28 days of the start of maternity leave with a revised Expected Return Date.
- 15.2 We expect you to return on the Expected Return Date unless you tell us otherwise. It is helpful to us if you confirm during your maternity leave that you will be returning to work as expected.

16. Returning early

- 16.1 If you wish to return to work earlier than the Expected Return Date, you must give us 8 weeks' notice. It is helpful if you give this notice in writing.
- 16.2 If insufficient notice is given, we may postpone your return date until 8 weeks after you gave notice, or to the Expected Return Date if sooner.

17. Returning late

- 17.1 If you wish to return later than the Expected Return Date, you should either:
- a) request unpaid parental leave in accordance with our parental leave policy, giving us as much notice as possible but not less than 21 days; or
 - b) request paid annual leave in accordance with your contract, which will be at our discretion.
- 17.2 If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our usual sickness policy will apply.
- 17.3 In any other case, late return will be treated as unauthorised absence.

18. Deciding not to return

- 18.1 If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.
- 18.2 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.
- 18.3 This does not affect your right to receive SMP.

19. Your rights when you return

- 19.1 You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been if you had not been absent.
- 19.2 However, if you have taken any period of AML or more than four weeks parental leave, and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

20. Returning to Work Part-Time

- 20.1 We will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no absolute right to insist on working part-time, but we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business. It is helpful if requests are made as early as possible.

Paternity Leave Policy

1. About this policy

- 1.1 This policy outlines when an employee may be entitled to paternity leave and paternity pay and sets out the arrangements for taking it.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. Entitlement to paternity leave

- 2.1 Paternity leave is available on the birth of a child if you have been continuously employed by us for at least 26 weeks ending with the 15th week before the expected week of childbirth and:
 - a) you are the biological father and will have some responsibility for the child's upbringing; or
 - b) you are the partner (that is, spouse, civil partner or cohabiting partner) of the mother, and will have the main responsibility (with the mother) for the child's upbringing; or
 - c) the child is born to a surrogate mother where you are, or your partner is, one of the child's biological parents, and you expect to obtain a parental order giving you and your partner legal responsibility for the child.
- 2.2 Paternity leave is available where a child is placed with you for adoption by an adoption agency, if you have been continuously employed by us for at least 26 weeks ending with the week in which the agency notifies you that you have been matched with a child.

3. Stillbirth and neonatal loss

- 3.1 If eligible, you are entitled to paternity leave and pay if your child is stillborn after 24 weeks of pregnancy or is born alive at any stage of pregnancy but does not survive (neonatal loss). However, you may have less time in which to take your leave under paragraph 4.8.

4. Taking paternity leave

- 4.1 Paternity leave is a period of up to two weeks' leave taken when a child is born or placed with you for adoption. You may choose to take:
 - a) a single period of leave of either one week or two weeks; or
 - b) two separate periods of leave of one week each.

- 4.2 You can start your leave on the date of birth or placement, or a later date of your choosing. Leave can be taken within 52 weeks of the birth or placement. (If the baby is premature, the period ends 52 weeks after the start of the expected week of childbirth.)
- 4.3 If you wish to take paternity leave, you must give us written evidence of your entitlement by the end of the 15th week before the expected week of childbirth (or no more than seven days after the adoption agency notified you of being matched with a child), or as soon as you reasonably can. This notice should state:
- a) Either:
 - i. the expected week of childbirth (and, in surrogacy cases, that you and your partner are parental order parents of the child); or
 - ii. the date on which the adopter was notified of having been matched with the child, the date on which the child is expected to be placed with the adopter and that you wish to receive paternity pay rather than adoption pay in respect of the child; and
 - b) that you are the father of the child, or that you are not the child's father but are either the spouse, civil partner or partner of the child's mother or adopter (or, in surrogacy cases, of the other parental order parent); and
 - c) that you expect to have the main responsibility (apart from your spouse, civil partner or partner) for the child's upbringing.
- 4.4 To choose a period of paternity leave, you must give us written notice at least 28 days before the chosen start date, or no more than seven days after the adoption agency notifies you of being matched with a child, or as soon as you reasonably can, stating:
- a) the start date of the leave (which may be a specified date after the start of the expected week of childbirth or the expected adoption placement date, the actual date of the birth or adoption placement, or a specified number of days after the birth or adoption placement); and
 - b) the duration of the leave; and
 - c) that the purpose of the leave will be to care for the child or to support the child's mother or adopter (or, in surrogacy cases, the other parental order parent).
- 4.5 You can change the intended start date by giving us written notice at least 28 days before the earlier of the original start date or the new start date (or as soon as you reasonably can). Your notice of variation must confirm that the purpose of the new period of leave is to care for the child or to support the child's mother or adopter (or, in surrogacy cases, the other parental order parent).

- 4.6 You can cancel a period of leave by giving us written notice at least 28 days before the start date, or as soon as you reasonably can.
- 4.7 You must give us written notice of the child's date of birth or placement for adoption as soon as you reasonably can afterwards.
- 4.8 You will still be able to take paternity leave on your chosen dates if your child dies or is stillborn, if an adoption placement is ended, or (in surrogacy cases) if a parental order is not sought within six months of birth or an application for a parental order is refused. If you have not already notified us of your chosen dates before one of these events occurs, you may still choose to take paternity leave, but it must be taken within the next eight weeks. You may also be entitled to take parental bereavement leave.

5. Paternity pay

- 5.1 Statutory paternity pay (**SPP**) is payable during paternity leave, provided you have at least 26 weeks' continuous employment ending with the **Qualifying Week** (the 15th week before the expected week of childbirth or the week in which the adoption agency notified you of a match) and your average earnings are not less than the lower earnings limit set by the government each tax year. The rate of SPP is set by the government each tax year.

6. During paternity leave

- 6.1 All the usual terms and conditions of your employment remain in force during paternity leave, except for the terms relating to pay.
- 6.2 Holiday entitlement will continue to accrue during paternity leave. If your paternity leave continues into the next holiday year, any remaining holiday that is not taken or cannot reasonably be taken before your paternity leave can be carried over to the next holiday year and must be taken within three months of returning to work, unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry-over of more than one week is at your manager's discretion.
- 6.3 If you are a member of our pension scheme, we will make employer pension contributions during paternity leave, based on your normal salary, in accordance with the scheme rules. Any employee contributions you make will be based on the amount of any paternity pay you are receiving, unless you inform us that you wish to make up any shortfall.

Shared Parental Leave (Adoption) Policy

1. About this policy

- 1.1 This policy outlines the arrangements for shared parental leave and pay in relation to the adoption of a child. If you or your partner are pregnant or have given birth, please see the Shared Parental Leave (Birth) Policy instead.
- 1.2 This policy applies to employees. It does not apply to agency workers or self-employed contractors.
- 1.3 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

2. Frequently used terms

The definitions in this paragraph apply in this policy:

Partner: your spouse, civil partner or someone living with you in an enduring family relationship at the time the child is placed for adoption, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

Qualifying Week: the week the adoption agency notifies you that you have been matched with a child for adoption.

3. What is Shared Parental Leave (SPL)?

- 3.1 It gives you and your partner more flexibility in how to share the care of your child in the first year after birth, than simply taking maternity and paternity leave. Assuming 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.

4. Entitlement

- 4.1 You may be entitled to SPL if an adoption agency has placed a child with you and/or your partner for adoption and you intend to share the main responsibility for the care of the child with your partner.
- 4.2 The following conditions must be fulfilled:
 - a) you must have at least 26 weeks' continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken; and
 - b) your partner must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the Qualifying Week and

had average weekly earnings of at least £30 during 13 of those weeks;
and

- c) you and your partner must give the necessary statutory notices and declarations as summarised below, including notice to end adoption leave or Statutory Adoption Pay (SAP).

4.3 Either you or your partner must qualify for statutory adoption leave and/or SAP and must take at least two weeks of adoption leave and/or pay.

4.4 If your partner is taking adoption leave and/or claiming SAP, you may be entitled to two weeks' paternity leave and pay (see our Paternity Leave Policy). You should consider using this before taking SPL. Paternity leave is additional to any SPL entitlement you may have, but you will lose any untaken paternity leave entitlement once you start a period of SPL.

4.5 The total amount of SPL available is 52 weeks, less the weeks of adoption leave taken by either you or partner (or the weeks in which your partner has been in receipt of SAP if they were not entitled to adoption leave).

5. Opting in to Shared Parental Leave and Pay

5.1 Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice which includes:

- a) your name and your partner's name; and
- b) if you are taking adoption leave, your adoption leave start and end dates; and
- c) if you are not taking adoption leave, your partner's adoption leave start and end dates, or if your partner is not entitled to adoption leave, the start and end dates of their SAP; and
- d) the total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your partner; and
- e) how many weeks of the available SPL will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation); and
- f) if you are claiming Statutory Shared Parental Pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken); and
- g) how many weeks of the available ShPP will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation); and
- h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see paragraph 9

and paragraph 10 for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and

- i) declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

6. Ending your adoption leave

- 6.1 If you are taking, or intend to take adoption leave, and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your adoption leave (a curtailment notice). The notice must state the date your adoption leave will end. You can give the notice before or after adoption leave starts, but you must take at least two weeks' adoption leave.
- 6.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph 10) or a written declaration that your partner has given their employer an opt-in notice and that you have given the necessary declarations in that notice.
- 6.3 If your partner is eligible to take SPL from their employer, they cannot start it until you have given us your curtailment notice.
- 6.4 The curtailment notice is binding on you and cannot usually be revoked. You can only revoke a curtailment notice if your adoption leave has not yet ended and one of the following applies:
 - a) if you realise that neither you nor your partner are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given; or
 - b) if your partner has died.
- 6.5 Once you have revoked a curtailment notice you will be unable to opt back in to the SPL scheme.

7. Ending your partner's adoption leave or pay

- 7.1 If your partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once your partner has either:
 - a) returned to work; or
 - b) given their employer a curtailment notice to end adoption leave; or
 - c) given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave).

8. Evidence of entitlement

8.1 You must provide on request:

- a) one or more documents from the adoption agency showing the agency's name and address and the expected placement date; and
- b) the name and address of your partner's employer (or a declaration that they have no employer).

9. Booking your SPL dates

9.1 Having opted into the SPL system you will need to give a period of leave notice telling us the start and end dates of your leave. This can be given at the same time as your opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of your leave. You must also state in your period of leave notice the dates on which you intend to claim ShPP, if applicable.

9.2 If your period of leave notice gives dates for a single continuous block of SPL, you will be entitled to take the leave set out in the notice.

9.3 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave, this will in most cases count as a further period of leave notice. In exceptional circumstances we may allow you to give more than three period of leave notices but there is no obligation for us to do so.

10. Procedure for requesting split periods of SPL

10.1 In general, a period of leave notice should set out a single continuous block of leave. We may, in some cases, be willing to consider a period of leave notice where the SPL is split into shorter periods (of at least a week), with periods of work in between. It is best to discuss this with your manager in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

10.2 You must submit a period of leave notice setting out the requested pattern of leave at least eight weeks before the requested start date. If we are unable to agree to your request straight away, there will be a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached an agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:

- a) choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or

- b) withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted, and you may submit a new one if you choose).

11. Changing the dates or cancelling your SPL

- 11.1 You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.
- 11.2 You can change the start date for a period of leave, or the length of the period of leave, by notifying us in writing at least eight weeks before the original start date and the new start date.
- 11.3 You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date and the new end date.
- 11.4 You can change split periods of leave into a single continuous period of leave by notifying us in writing at least eight weeks before the start date.
- 11.5 You can request that a continuous period of leave be split into two or more discontinuous periods, with periods of work in-between. We will consider any such request as set out above.
- 11.6 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:
 - a) the variation is a result of the child being placed with you earlier or later than the expected placement date; or
 - b) the variation is at our request; or
 - c) we agree otherwise.

12. Statutory Shared Parental Pay (ShPP)

- 12.1 ShPP of up to 39 weeks (less any weeks of SAP claimed by you or your partner) may be available, provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.

13. Other terms during Shared Parental Leave

- 13.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.
- 13.2 Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless

your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry-over of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.

- 13.3 If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform your line manager OR the Pensions Administrator that you wish to make up any shortfall.

14. Keeping in touch

- 14.1 We may make reasonable contact with you from time to time during your SPL, although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 14.2 You may ask or be asked to work (including attending training) on up to 20 'keeping-in-touch' days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during adoption leave. KIT days are not compulsory and must be discussed and agreed with your line manager.
- 14.3 You will be paid at your normal basic rate of pay for time spent working on a KIT day, and this will be inclusive of any shared parental pay entitlement. Alternatively, you may agree with your line manager to receive the equivalent paid time off in lieu.

15. Returning to work

- 15.1 If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If you have already given us three period of leave notices, you will not be able to end your SPL early without our agreement.
- 15.2 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written notice at least eight weeks before the date you were due to return to work. If you have already given us three period of leave notices, you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of our business.
- 15.3 You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:
- a) if your SPL and any adoption or paternity leave you have taken add up to more than 26 weeks in total (whether or not taken consecutively); or

- b) if you took SPL consecutively with more than four weeks of ordinary parental leave.
- 15.4 If you want to change your hours or other working arrangements on return from SPL, you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 15.5 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract. This may have an impact on your entitlement to company shared parental pay.

Shared Parental Leave (Birth) Policy

1. About this policy

- 1.1 This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child. If you are adopting a child, please see the Shared Parental Leave (Adoption) Policy instead.
- 1.2 This policy applies to employees. It does not apply to agency workers or self-employed contractors.
- 1.3 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

2. Frequently used terms

The definitions in this paragraph apply in this policy:

Expected Week of Childbirth (EWC): the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.

Parent: One of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father).

Partner: your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

Qualifying Week: the fifteenth week before the EWC.

3. What is Shared Parental Leave (SPL)?

- 3.1 It gives you and your partner more flexibility in how to share the care of your child in the first year after birth, than simply taking maternity and paternity leave. Assuming 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.

4. Entitlement to SPL

- 4.1 You are entitled to SPL in relation to the birth of a child if:
 - a) you are the child's mother, and share the main responsibility for the care of the child with the child's father (or your partner, if the father is not your partner); or
 - b) you are the child's father and share the main responsibility for the care of the child with the child's mother; or

- c) you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

4.2 The following conditions must also be fulfilled:

- a) you must have at least 26 weeks' continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken; and
- b) the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
- c) you and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.

4.3 The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).

4.4 If you are the mother, you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth, or four weeks for factory workers.

4.5 If you are the child's father or the mother's partner, you should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

5. Opting in to shared parental leave and pay

5.1 Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice stating:

- a) your name and the name of the other parent; and
- b) if you are the child's mother and the start and end dates of your maternity leave; and
- c) if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period; and
- d) the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken; and

- e) how many weeks of the available SPL will be allocated to you and how many to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation); and
- f) if you are claiming Statutory Shared Parental Pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken); and
- g) how many weeks of available ShPP will be allocated to you and how much to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation); and
- h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see paragraph 9 and paragraph 10 for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- i) declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and receive ShPP.

6. Ending your maternity leave

- 6.1 If you are the child's mother and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your maternity leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least two weeks after birth.
- 6.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph 5) or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.
- 6.3 The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.
- 6.4 The curtailment notice is binding and cannot usually be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:
 - a) if you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given; or
 - b) if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or

- c) if the other parent has died.

6.5 Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme, unless you revoked it in the circumstances in paragraph 6.4 (b).

7. Ending your partner's maternity leave or pay

7.1 If you are not the mother, and she is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once she has either:

- a) returned to work; or
- b) given her employer a curtailment notice to end her maternity leave; or
- c) given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
- d) given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

8. Evidence of entitlement

8.1 You must also provide on request:

- a) a copy of the birth certificate (or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); and
- b) the name and address of the other parent's employer (or a declaration that they have no employer).

9. Notifying us of your SPL dates

9.1 Having opted into the SPL system, you will need to give a period of leave notice telling us the start and end dates of your leave. This can be given at the same time as your opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of your leave. You must also state in your period of leave notice the dates on which you intend to claim ShPP, if applicable.

9.2 If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.

9.3 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave, this will in most cases count as a further period of leave notice; see paragraph 11). In exceptional circumstances, we may allow you to give more than three period of leave notices, but there is no obligation for us to do so.

10. Procedure for requesting split periods of SPL

- 10.1 In general, a period of leave notice should set out a single continuous block of leave. We may, in some cases, be willing to consider a period of leave notice where the SPL is split into shorter periods (of at least a week) with periods of work in between. It is best to discuss this with your manager in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.
- 10.2 You must submit a period of leave notice setting out the requested pattern of leave, at least eight weeks before the requested start date. If we are unable to agree to your request straight away, there will be a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached an agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:
- a) choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
 - b) withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted, and you may submit a new one if you choose).

11. Changing the dates or cancelling your SPL

- 11.1 You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.
- 11.2 You can change the start date for a period of leave, or the length of the leave, by notifying us in writing at least eight weeks before the original start date and the new start date.
- 11.3 You do not need to give eight weeks' notice if you are changing the dates of your SPL because your child has been born earlier than the EWC, where you wanted to start your SPL a certain length of time (but not more than eight weeks) after birth. In such cases please notify us in writing of the change as soon as you can.
- 11.4 You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date and the new end date.
- 11.5 You can combine split periods of leave into a single continuous period of leave by notifying us in writing at least eight weeks before the start date of the first period.

- 11.6 You can request that a continuous period of leave be split into two or more discontinuous periods with periods of work in-between. We will consider any such request as set out in paragraph 10.
- 11.7 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:
- a) the variation is a result of your child being born earlier or later than the EWC; or
 - b) the variation is at our request; or
 - c) we agree otherwise.

12. Statutory Shared Parental Pay (ShPP)

- 12.1 ShPP of up to 39 weeks (less any weeks of SMP or MA claimed by the mother) may be available provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.

13. Other terms during shared parental leave

- 13.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.
- 13.2 Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry-over of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.
- 13.3 If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform your line manager that you wish to make up any shortfall.

14. Keeping in touch

- 14.1 We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 14.2 You may ask or be asked to work (including attending training) on up to 20 'keeping-in-touch' days (KIT days) during your SPL. This is in addition to any

KIT days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with your line manager.

- 14.3 You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement. Alternatively, you may agree with your line manager to receive the equivalent paid time off in lieu.

15. Returning to work

- 15.1 If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If you have already given us three periods of leave notices, you will not be able to end your SPL early without our agreement.
- 15.2 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written period of leave notice at least eight weeks before the date you were due to return to work. If you have already given us three periods of leave notices, you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of the business.
- 15.3 You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:
- a) if your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
 - b) if you took SPL consecutively with more than four weeks of ordinary parental leave.
- 15.4 If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 15.5 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract. This will have an impact on your entitlement to company shared parental pay (see paragraph 12).

Parental Leave Policy

This document sets out the Company's policy on parental leave. The Company implements the parental leave rights set out in legislation. Parental leave is additional to paternity leave, maternity leave, adoption leave, shared parental leave and time off to deal with family emergencies.

This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.

1. Entitlement to parental leave

- 1.1 All periods of parental leave are unpaid. There is no contractual or statutory entitlement to be paid for absences relating to parental leave. Any payment of salary during parental leave is made at the absolute discretion of the Company.
- 1.2 Both mothers and fathers can take parental leave.
- 1.3 In order to qualify for parental leave, you must have been employed by the Company for a continuous period of at least one year by the time you want to take the leave. If you have already taken part of your parental leave with a previous employer, you will not be able to take any further parental leave until you have completed one year's continuous employment with the Company.
- 1.4 You are entitled to take up to 18 weeks' parental leave in order to spend time with or otherwise care for a natural or an adopted child under the age of 18 (or to make arrangements for the child's welfare) provided that you have responsibility for the child. You have responsibility for the child if you meet one of the following eligibility conditions:
 - a) you are the child's biological parent (whether or not you are living with the child); or
 - b) you have acquired legal parental responsibility for the child, e.g. you are the child's guardian or a step-parent who has a parental responsibility agreement or parental responsibility order; or
 - c) you are the child's adoptive parent.
- 1.5 If you are responsible for bringing up a child who lives with you but you do not have legal parental responsibility, the Company may at its absolute discretion grant you parental leave under the terms of this policy. However, you have no contractual or statutory entitlement to parental leave.
- 1.6 You will not be subjected to a detriment for taking or seeking to take parental leave in accordance with this policy.

2. When parental leave may be taken

- 2.1 Assuming you are eligible, you can choose to take parental leave at any time up until the child's 18th birthday.

- 2.2 However, you cannot exercise any entitlement to parental leave in respect of a child after the date of the child's 18th birthday.

3. Taking time off for parental leave

- 3.1 Parental leave is for each child, so in the case of twins, 18 weeks' leave may be taken for each child.
- 3.2 You must take parental leave in blocks of one whole week (or a whole number of weeks). If you take parental leave for a shorter period than one week (for example, two days), that will constitute a week's leave for the purpose of calculating your 18 weeks' parental leave entitlement (although you will continue to be paid as normal for the time you work). The exception to this is that parents of disabled children can take leave in blocks of one day. A disabled child means a child who is entitled to a Disability Living Allowance or Personal Independence Payment.
- 3.3 A maximum of four weeks' parental leave can be taken in respect of any child during any one year, beginning on the date on which you first became entitled to take parental leave in respect of the child in question (or, if your entitlement has been interrupted at the end of a period of continuous employment, the date on which you most recently became so entitled) and each successive period of twelve months beginning on the anniversary of that date. Each parent is entitled to parental leave.

4. Procedure for notifying a request to take parental leave

- 4.1 You are required to give written notice to your line manager of your proposed parental leave dates at least 21 days before you intend the leave to start. If you wish to take leave immediately on birth or adoption, at least 21 days' written notice before the start of the expected week of childbirth or the start of the expected week of placement for adoption should be given.
- 4.2 You must specify the dates on which your period of parental leave is to start and finish (or, where leave is to be taken immediately on birth or adoption, the expected week of childbirth or expected week of placement for adoption and the duration of the period of parental leave requested). If it is not reasonably practicable for you to comply with the 21 days' notice requirement, you should give notice as soon as reasonably practicable.
- 4.3 If you give notice that you wish your parental leave to start on the date of birth or adoption and that date is sooner or later than expected, your leave will begin on the actual date of birth or adoption.
- 4.4 At the time of requesting parental leave, you should:
- a) provide the name of the child in respect of whom you wish to take leave, stating their date of birth or date of adoption placement and your relationship to them; and
 - b) produce an appropriate birth, adoption or matching certificate or such other

documentation as the Company may reasonably request, e.g. parental responsibility agreement or court order; and

- c) specify parental leave as the reason for absence; and
- d) declare any periods of parental leave you have taken with a previous or concurrent employer.

5. Periods of parental leave with previous employers

- 5.1 The period of 18 weeks' leave is the maximum you can take and periods of parental leave taken with a previous or concurrent employer will be taken into account when calculating this period.
- 5.2 The Company will expect you to declare periods of parental leave with a previous or concurrent employer either before or at the time of making a request for parental leave. The Company may also check with your previous or concurrent employer how much parental leave you have taken at your previous or concurrent employment.

6. Postponement of parental leave

- 6.1 Although the Company always tries to accommodate requests for parental leave, it reserves the right to postpone a requested period of parental leave for up to six months where it considers the operation of its business would be unduly disrupted if the leave were to be taken at the time requested. For example, leave may be postponed during particularly busy periods, seasonal peaks, time-critical projects or where a number of other staff in your department have already applied to be absent from work at the same time.
- 6.2 The Company will confirm any postponement arrangements in writing no later than seven days after receipt of your request to take parental leave. This letter will state the reason for postponement and set out the proposed new start and end dates for your parental leave. The Company will attempt to agree with you suitable alternative dates when your parental leave can start and finish.
- 6.3 The Company will not postpone parental leave if you have given notice to start it immediately on the birth or adoption of a child. The Company will also not postpone parental leave if this would result in the leave being taken after the child's 18th birthday.

7. Rights during parental leave

- 7.1 During parental leave your contract of employment continues in a limited form only and your contractual provisions relating to pay are suspended as parental leave is unpaid.
- 7.2 During parental leave, you are entitled to benefit from any terms and conditions of your employment relating to notice periods, compensation in the event of redundancy and disciplinary and grievance procedures. At the same time, you remain bound by your obligation of good faith towards the Company and any terms and conditions of your employment relating to notice periods, the

disclosure of confidential information, the acceptance of gifts or other benefits and your participation in any other business.

- 7.3 Your seniority, pension rights and rights to any other service-related benefits are unaffected by parental leave.

8. Right to return to work after parental leave

- 8.1 At the end of parental leave, you will be entitled to return to the same job on the same terms and conditions as if you had not been absent, provided always that your period of parental leave was for a period of four weeks or less and your total consecutive statutory leave taken in relation to the child (including any time on maternity, paternity, adoption or shared parental leave but excluding your parental leave) amounts to no more than 26 weeks.
- 8.2 Where you have taken more than 26 weeks' consecutive statutory leave in total (including any time on maternity, paternity, adoption or shared parental leave but excluding your parental leave) or your parental leave period is more than four weeks, again you will be entitled to return to the same job on the same terms and conditions as if you had not been absent. If, however, there is some reason why it is not reasonably practicable for the Company to take you back in your original job, you will be offered suitable alternative work of equivalent status and responsibility and on terms and conditions that are no less favourable than would have applied if you had not been absent.

9. Claiming parental leave dishonestly

- 9.1 If you act dishonestly in claiming an entitlement to parental leave, this is a disciplinary offence and will be dealt with under the Company's disciplinary procedure. This includes attempting to claim parental leave for a child who is too old, claiming leave for purposes other than spending time with or otherwise caring for a child or misleading the Company about parental leave taken with a previous or concurrent employer. Depending on the seriousness of the offence, it may amount to potential gross misconduct and could result in your summary dismissal.

Parental Bereavement Leave Policy

1. General Principles

- 1.1 This policy outlines the statutory rights and the Company's commitment to support bereaved Parents following the devastating events of employees suffering the loss of a child under the age of 18 on or after 6th April 2020 or Parents who suffer a stillbirth after 24 weeks of pregnancy after this date.

2. Eligibility

- 2.1 Employees do not require a set length of service before the right to take time off applies under this policy. Employees must:
- a) be the parent or partner of the parent, whose child has passed away; or
 - b) have parental responsibility for the child including adoptive parents.
- 2.2 If you have suffered a bereavement and you are unsure as to whether you are entitled to Parental Bereavement leave, please contact your Manager for clarification.

3. Parental Bereavement Leave

- 3.1 Employees are entitled to take up to two weeks Parental Bereavement Leave. This should be taken in week blocks and can either be taken in two separate blocks of one week or a single block of two weeks.
- 3.2 The leave can be taken at a time(s) chosen by the Employee, however this leave should be taken within the 56 weeks after the bereavement.
- 3.3 If you have suffered the loss of more than one child, you are entitled to separate periods of bereavement leave for each child who has passed away.

4. Notice

- 4.1 For bereavement leave within the first 56 days of the bereavement, this can be taken straight away with no requirement of notice being required.
- 4.2 You are asked to let your Manager know, by no later than your normal start time on that day if you are taking Parental Bereavement leave.
- 4.3 To take bereavement leave, after the first 56 days following the bereavement, you are asked to give the Company one week's notice of your intention to take the leave.

5. Changing Parental Bereavement periods

- 5.1 Planned periods of leave can be cancelled and rearranged for a different time (within 56 weeks of the bereavement). Where your planned leave was due to begin within the 56 days after the bereavement, you are asked to contact your Manager to advise you no longer wish to take the leave at that time, before your normal start time on the first day of planned leave
- 5.2 Where your planned leave was due to begin more than 56 days after your bereavement, you are asked to give your Manager one weeks' notice that you wish to cancel or re-arrange this leave.

6. Parental Bereavement Leave Pay

- 6.1 In order to qualify for Statutory Parental Bereavement Leave pay you must have been continuously employed by the Company for 26 weeks before the week in which your child passed away and still be employed by the Company at the time of the bereavement.
- 6.2 Should you be unsure as to whether you qualify for Statutory Parental Bereavement Leave pay, you are asked to contact your Manager who will be able to assist.
- 6.3 Statutory Parental Bereavement Leave is payable at the prescribed rate set by the government for the relevant tax year, or at 90% of your average weekly earnings, whichever figure is lower.

7. Terms and conditions during Parental Bereavement Leave

- 7.1 All the terms and conditions of your employment remain in force during periods of Parental Bereavement Leave, except for pay. During this period your normal pay will be replaced by Statutory Parental Bereavement Pay. You will continue to accrue holiday entitlement and Pension benefits shall continue.

8. Returning to work following Parental Bereavement Leave

- 8.1 When you return to work after some time on parental bereavement leave, you generally have the right to return to the same job.
- 8.2 However, a slightly different rule applies if you return from time on bereavement leave that follows on immediately from some maternity, adoption, paternity leave or shared parental leave (taken in relation to the child who has passed away), and your total time on leave is more than 26 weeks.
- 8.3 In these circumstances, you have the right to return to the same job, unless this is not reasonably practical - in which case you have the right to return to a suitable and appropriate job on the same terms and conditions.
- 8.4 This rule also applies if your leave includes more than four weeks of ordinary parental leave (taken in relation to any child), regardless of the total length of the leave.

8.5 If you are taking parental bereavement leave, but are unsure where you stand on your return, please contact your Manager for clarification.

Adoption Policy

1. General principles

- 1.1 This policy outlines the statutory rights and responsibilities of employees who adopt and sets out the arrangements for adoption leave. It only applies to employees and does not apply to agency workers and the self-employed.
- 1.2 The policy does not form part of your contract of employment, and we may amend it at any time.

2. Definitions

The definitions in this paragraph apply in this policy.

Qualifying Week: the week, beginning on a Sunday, in which you are notified in writing by an adoption agency of having been matched with a child.

Expected Placement Date (EPD): the date on which an adoption agency expects that it will place a child into your care with a view to adoption.

Ordinary Adoption Leave (OAL): a period of up to 26 weeks' leave, available to all employees who qualify for adoption leave under paragraph 3.

Additional Adoption Leave (AAL): a further period of up to 26 weeks' leave immediately following OAL.

3. Entitlement to adoption leave

- 3.1 Adoption leave is only available if you are adopting through a UK or overseas adoption agency (for overseas adoptions see paragraph 5). It is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative.
- 3.2 You are entitled to adoption leave if you fulfil the following conditions:
 - a) an adoption agency has given you written notice that it has matched you with a child for adoption and the EPD; and
 - b) you have notified the agency that you agree to the child being placed with you on the EPD; and
 - c) your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave and/or shared parental leave may apply).

4. Notice of intention to take leave

- 4.1 You must give us notice in writing of:

- a) the EPD; and
 - b) your intended start date for adoption leave (*see paragraph 6*).
- 4.2 This notice should be given not more than seven days after the agency notified you in writing that it has matched you with a child.
- 4.3 At least 28 days before your intended start date (or, if this is not possible, as soon as you can), you must also provide us with:
- a) A Matching Certificate from the adoption agency confirming:
 - i. the agency's name and address; and
 - ii. the name and date of birth of the child; and
 - iii. the date you were notified of the match; and
 - iv. the EPD
 - b) written confirmation that you intend to take statutory adoption pay and not statutory paternity pay.

5. Overseas adoptions

If you are adopting a child from overseas this policy applies with the modifications set out in this paragraph.

- 5.1 You must have received notification that the adoption has been approved by the relevant UK authority (**Official Notification**).
- 5.2 You must give us notice in writing of:
- a) your intention to take adoption leave; and
 - b) the date you received Official Notification; and
 - c) the date the child is expected to arrive in Great Britain.
- 5.3 This notice should be given as early as possible, but in any case, within 28 days of receiving Official Notification (or, if you have less than 26 weeks' employment with us at the date of the Official Notification, within 30 weeks of starting employment).
- 5.4 You must also give us at least 28 days' notice in writing of your intended start date. This can be the date the child arrives in Great Britain or a predetermined date no more than 28 days after the child's arrival in Great Britain.
- 5.5 You must also notify us of the date the child arrived in Great Britain, no more than 28 days after that date.
- 5.6 We may also ask for a copy of the Official Notification and evidence of the date

the child arrived in Great Britain.

6. Starting adoption leave

- 6.1 OAL may start on a predetermined date no more than 14 days before the EPD, or on the date of placement itself, but no later.
- 6.2 You must notify us of your intended start date in accordance with paragraph 4. We will then write to you within 28 days, to inform you of the date we will expect you to return to work if you take your full entitlement to adoption leave (**Expected Return Date**).
- 6.3 You can postpone your intended start date by informing us in writing at least 28 days before the original date or, if that is not possible, as soon as you can.
- 6.4 You can bring forward your chosen start date by informing us in writing at least 28 days before the new start date or, if that is not possible, as soon as you can.
- 6.5 Shortly before your adoption leave starts, we shall discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

7. Statutory Adoption Pay (SAP)

- 7.1 Statutory Adoption Pay (SAP) is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted. You are entitled to SAP if:
 - a) you have been continuously employed for at least 26 weeks at the end of your Qualifying Week, and are still employed by us during that week;
 - b) your average weekly earnings during the eight weeks ending with the Qualifying Week (the **Relevant Period**) are not less than the lower earnings limit set by the Government; and
 - c) you have given us the relevant notifications under paragraph 4.
- 7.2 SAP is calculated as follows:
 - a) First six weeks: SAP is paid at the **Earnings-related Rate** of 90% of your average weekly earnings calculated over the Relevant Period;
 - b) The remaining 33 weeks: SAP is paid at the **Prescribed Rate** which is set by the government for the relevant tax year, or the Earnings-related Rate if this is lower.
- 7.3 SAP accrues with each complete week of absence, but payments shall be made on the next normal payroll date. Income Tax, National Insurance and pension contributions shall be deducted as appropriate.

7.4 If you leave employment for any reason (for example, if you resign or are made redundant) you shall still be eligible for SAP if you have already been notified by an agency that you have been matched with a child. In such cases, SAP shall start:

- a) 14 days before the Expected Placement Date; or
- b) the day after your employment ends;

Whichever is the later.

7.5 If you become eligible for a pay rise before the end of your adoption leave, you will be treated for SAP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SAP will be recalculated and increased retrospectively, or that you may qualify for SAP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SAP already paid and the amount payable by virtue of the pay rise. Any future SAP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

8. Terms and conditions during OAL and AAL

8.1 All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay. In particular:

- a) benefits in kind such as life insurance, health insurance, gym membership and use of a company vehicle, if applicable, shall continue;
- b) annual leave entitlement under your contract shall continue to accrue (see *paragraph 9, Annual Leave*); and
- c) pension benefits shall continue (see *paragraph 10, Pensions*).

9. Annual leave

9.1 During OAL and AAL, annual leave will accrue at the rate provided under your contract.

9.2 Our holiday year runs from 1 January to 31 December. In many cases a period of adoption leave will last beyond the end of the holiday year. Any holiday entitlement for the year that is not taken **OR** cannot reasonably be taken before starting your adoption leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry-over of more than one week is at your manager's discretion.

9.3 You should discuss your holiday plans with your manager in good time before starting your adoption leave. All holiday dates are subject to approval by your manager.

10. Pensions

- 10.1 During OAL and any other period of paid adoption leave, we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on adoption leave, provided that you continue to make contributions based on the adoption pay you are receiving. If you wish to increase your contributions to make up any shortfall from those based on your normal salary, then please contact us or the Pensions Administrator directly.
- 10.2 During AAL we shall not make any payments into a money purchase scheme and the time shall not count as pensionable service under the final salary scheme. You do not have to make any contributions, but you may do so if you wish, or you may make up for missed contributions at a later date.

11. Redundancies during adoption leave

- 11.1 In the event that your post is affected by a redundancy situation occurring during your adoption leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment. Employees on maternity and adoption leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

12. Disrupted adoption

- 12.1 Adoption leave is disrupted if it has started but:
- a) you are notified that the placement will not take place; or
 - b) the child is returned to the adoption agency after placement; or
 - c) the child dies after placement.
- 12.2 In case of disruption, your entitlement to adoption leave and pay (if applicable) will continue for a further eight weeks from the end of the week in which disruption occurred, unless your entitlement to leave and/or pay would have ended earlier in the normal course of events.

13. Keeping in touch

- 13.1 We may make reasonable contact with you from time to time during your adoption leave.
- 13.2 You may work (including attending training) on up to 10 days during adoption leave without bringing your adoption leave to an end. This is by no means compulsory and arrangements, including any additional pay, would be set by agreement with your Line Manager.
- 13.3 Shortly before you are due to return to work, we may invite you to have a

discussion, whether in person or by telephone, about the arrangements for your return to work. This may include:

- a) updating you on any changes that may have occurred; and
- b) discussing any necessary training; and
- c) discussing any changes to working arrangements (for example, if you have made a request to work part-time) (see *paragraph 19, Working part-time after adoption leave*).

14. Expected return date

- 14.1 Once you have notified us in writing of your intended start date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date changes, we shall write to you within 28 days of the start of adoption leave with a revised Expected Return Date.
- 14.2 We expect you to return on the Expected Return Date unless you tell us otherwise (see *paragraph 15, paragraph 16 and paragraph 17*). It is helpful to us if you confirm during your adoption leave that you will be returning to work as expected.

15. Returning early

- 15.1 If you wish to return to work earlier than the Expected Return Date, you must give us at least eight weeks' notice. It is helpful if you give this notice in writing.
- 15.2 If you do not give enough notice, we may postpone your return date until four weeks (or eight weeks as appropriate) after you gave notice, or to the Expected Return Date, if sooner.

16. Returning late

- 16.1 If you wish to return later than the Expected Return Date, you should either:
 - a) request unpaid parental leave in accordance with our parental leave policy, giving us as much notice as possible but not less than 21 days: or
 - b) request paid annual leave in accordance with your contract, which will be at our discretion.
- 16.2 If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our usual sickness policy will apply.
- 16.3 In any other case, late return will be treated as unauthorized absence.

17. Deciding not to return

- 17.1 If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return, you should give notice of resignation in accordance with your contract. The amount of adoption

leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

17.2 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.

17.3 This does not affect your right to receive SAP.

18. Your rights when you return

18.1 You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been if you had not been absent.

18.2 However, if you have taken any period of AAL or more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job, on terms and conditions that are not less favourable.

19. Working part-time after adoption leave

19.1 We will deal with any requests by employees to change their working patterns (such as working part-time) after adoption leave, on a case-by-case basis. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working, and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business. It is helpful if requests are made as early as possible. The procedure for making and dealing with such requests is set out in our flexible working policy.

Carer's Leave Policy

1. Introduction

- 1.1 This document sets out the Company's policy on carer's leave. The Company implements the carer's leave rights set out in legislation. This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.

2. Entitlement to carer's leave

- 2.1 To qualify for the right to take carer's leave, you must want to be absent from work for the purpose of providing or arranging care for a dependent with a long-term care need.
- 2.2 A person is your dependent if they are one of the following:
- a) your spouse or civil partner; or
 - b) your child; or
 - c) your parent; or
 - d) someone who lives in the same household as you, otherwise than by reason of being your boarder, employee, lodger or tenant; or
 - e) someone who reasonably relies on you to provide or arrange care.
- 2.3 Your dependent has a long-term care need if they:
- a) have an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months; or
 - b) have a disability for the purposes of the Equality Act 2010; or
 - c) require care for a reason connected with their old age.

3. Carer's leave

- 3.1 Assuming you are eligible, you are entitled to take up to one week of carer's leave in any rolling twelve-month period, and you can take carer's leave in individual days or half-days, up to a maximum block of one week. Carer's leave does not need to be taken on consecutive days, and it can be taken on any working day (or days) of the week.
- 3.2 If you provide or arrange care for more than one dependent with a long-term care need, you are still only entitled to take up to one week of carer's leave in any rolling twelve-month period.

4. Notice of intention to take carer's leave

- 4.1 You are required to give notice of your intention to take carer's leave to the Company, specifying:
- a) that you are entitled to take carer's leave; and
 - b) the days on which you intend to take carer's leave, and if your leave relates

to a half-day, you must clearly specify this.

- 4.2 Your notice can relate to all or just part of the carer's leave to which you are entitled in any rolling twelve-month period.
- 4.3 You must give this notice of your intention to take carer's leave to the Company by whichever is the earlier of:
 - a) twice as many days in advance of the earliest date specified in your notice as the number of days or half-days to which your notice relates; or
 - b) three days in advance of the earliest date specified in your notice.
- 4.4 Your carer's leave will then be on the date, or dates, specified in your notice, unless the Company elects to postpone it.
- 4.5 Requests for Carer's Leave should be made in writing and submitted to your Line Manager. This will ensure you fulfil your obligation to provide notice of your intention to take carer's leave to the Company, and it will also enable you to self-certify your eligibility.

5. Postponement of carer's leave

- 5.1 The Company may postpone your intended carer's leave where it reasonably considers that the operation of its business would be unduly disrupted if you took carer's leave during the period identified in your notice.
- 5.2 In order to postpone carer's leave, the Company must alternatively agree to permit you to take a period of carer's leave which is of the same duration as the period originally identified in your notice, and which begins on a date determined by the Company after consulting with you, which is no later than one month after the earliest date of your original request for carer's leave.
- 5.3 The Company will also give you a notice in writing which states the reason for the postponement and sets out the agreed dates that you can now take carer's leave. This notice will be given to you as soon as reasonably practicable but not later than the earlier of:
 - a) seven days after your notice was given to the Company, or
 - b) before the earliest date requested in your notice.

6. Terms and conditions during carer's leave

- 6.1 You have no contractual or statutory right to be paid for absences relating to carer's leave and therefore it is unpaid. Any payment of salary during such time off is made at the absolute discretion of the Company.
- 6.2 During carer's leave, your contract of employment continues in force, and you are entitled to receive all your contractual benefits, except for salary. In particular, any benefits-in-kind will continue, contractual annual leave entitlement will continue to accrue and pension contributions will continue to be made.

- 6.3 During carer's leave, you also remain bound by any obligations arising under your contract of employment.

7. Your rights on return to work

- 7.1 On resuming work after carer's leave, you are entitled to return to the same job. Your seniority, pension and similar rights will be the same as they would have been if you had not been absent, and your terms and conditions will not be less favourable than those which would have applied if you had not been absent.

8. Interaction with other statutory rights and policies

- 8.1 If you are entitled to carer's leave under the terms of this policy and you also have the statutory right to take a reasonable amount of unpaid time off to deal with a family emergency (see the Company's Emergency Time Off For Dependents policy), any time off taken as carer's leave is in addition to time off available under that statutory right.
- 8.2 If you are entitled to carer's leave under the terms of this policy and the Company also grants you an equivalent or corresponding right to compassionate leave, you cannot exercise the two rights separately, but you may, in taking the leave for which the two rights provide, take advantage of whichever right is, in any particular respect, the more favourable.

Neonatal Care Leave

1. About this policy

- 1.1 The purpose of this policy is to set out the arrangements for neonatal care leave, which is intended to help employees whose baby requires specialist neonatal care after birth.

2. Who does this policy apply to?

- 2.1 This policy applies to employees only. It does not apply to agency workers, consultants, self-employed contractors, volunteers or interns.

3. Neonatal care

- 3.1 **Neonatal care** is medical care of a child that starts within 28 days of birth. This covers any hospital treatment, including treatment in a special care baby unit (SCBU), local neonatal unit (LNU) or neonatal intensive care unit (NICU), as well as treatment in a maternity home, clinic or hospital outpatient department. It also includes ongoing monitoring and home visits from healthcare professionals directed by a consultant and arranged by the hospital where the child was an inpatient. It can include palliative or end of life care.

4. Entitlement to neonatal care leave

- 4.1 Neonatal care leave (NCL) is available once a child has received neonatal care for an uninterrupted period of seven days, not counting the day on which the neonatal care starts. Each uninterrupted week of neonatal care is a **qualifying week**. Part weeks are not included.
- 4.2 In adoption cases, a qualifying week only includes time spent in neonatal care after the date the child was placed with you or, for adoption from overseas, after the date the child entered the UK.
- 4.3 You are entitled to one week of NCL for each qualifying week of neonatal care, up to a maximum of 12 weeks.

5. Eligibility for neonatal care leave

- 5.1 You may be eligible for neonatal care leave if you are:
- (a) The child's parent;
 - (b) Their intended parent under a surrogacy arrangement;
 - (c) Their adopter or prospective adopter via a UK adoption agency or an adoption from overseas;

- (d) The partner of any of the above at the date of birth or (in the case of adoptions) at the date of placement by a UK adoption agency or the date the child entered the UK if adopting from overseas;

and you have or expect to have responsibility for the child's upbringing (or, if you are the partner of the child's mother, the main responsibility apart from any responsibility of the mother).

6. Taking neonatal care leave

- 6.1 NCL cannot be taken during the **waiting period** which is the first week of neonatal care. In many cases you may already be on maternity, paternity, adoption, or shared parental leave during the waiting period. If not, please talk to your manager if you need time off, which may be available as paid holiday or unpaid time off for dependents (see our Time Off for Dependents Policy).
- 6.2 NCL can be taken any time after the waiting period, up to 68 weeks after the date of birth.
- 6.3 The rules for taking NCL depend on whether NCL is being taken in a Tier 1 period or a Tier 2 period. The rules are more flexible during a Tier 1 period.
- 6.4 The **Tier 1 period** starts after the waiting period and lasts until seven days after neonatal care has ended. If you want to start NCL during a Tier 1 period:
 - (a) Please notify your manager on or before the day you want to start your NCL. If you are giving notice on the day, this should be before the time you are due to start work. If you have already started work, you will start NCL on the following day. You may be able to take the rest of the day off under our Time Off for Dependents Policy where necessary.
 - (b) You must tell your manager the child's date of birth, the date neonatal care started and, if it has ended, the date it ended. You must give all the information required under paragraph 7 in writing within 28 days of the start of NCL.
 - (c) You can take NCL in one continuous period or split into multiple periods of one or more whole weeks.
 - (d) Where you intend to remain on NCL for more than one week, please notify your manager as soon as possible and in any case by the start of each subsequent week of NCL.
- 6.5 The **Tier 2 period** lasts from the end of the Tier 1 period until 68 weeks after the date of birth. If you want to start NCL during a Tier 2 period:
 - (a) You must give 15 days' notice to take one week of NCL, or 28 days' notice to take two or more weeks of NCL.

- (b) The notice must be in writing and must contain the information set out at paragraph 7.
 - (c) NCL must be taken as one continuous period of a whole number of weeks.
- 6.6 If your child is discharged from neonatal care, but neonatal care starts again within the first 28 days after birth for a further qualifying week or more, the Tier 1 period will resume until 7 days after neonatal care ends.
- 6.7 Where neonatal care is ongoing when you give the notice required by paragraph 6.4 or paragraph 6.5, please notify your line manager once the neonatal care ends. If your child starts to receive neonatal care again, please notify your line manager the start and end dates of the further period of neonatal care as soon as possible in each case.

7. Written information required

- 7.1 You must provide the following information in writing:
- (a) Your name.
 - (b) Your child's date of birth.
 - (c) In UK adoption cases, the date of placement, or in overseas adoption cases, the date your child entered Great Britain.
 - (d) The start and end dates (if known) of any period(s) of neonatal care.
 - (e) The date the period of NCL started or will start.
 - (f) The number of weeks of NCL you intend to take or have taken.
 - (g) A declaration that the purpose of the NCL is to care for your child.

8. Cancelling NCL in the Tier 2 period

- 8.1 You can cancel any future weeks of NCL or return early from NCL by telling us at least one week in advance. Shorter notice may be accepted if your manager agrees. However, you cannot return to work part-way through a week of NCL, as it must be taken in whole weeks.

9. Neonatal care pay

- 9.1 You may qualify for statutory neonatal care pay (SNCP) during NCL if your average earnings are not less than the lower earnings limit set by the government each tax year, and you have at least 26 weeks' continuous employment by the end of the **relevant week**, which is:
- (a) the 15th week before the expected week of childbirth (in birth and surrogacy cases);

- (b) the week in which the adoption agency or local authority notified you of a match (in UK adoption cases); or
- (c) the week before the neonatal care starts (in any other case).

You will already meet these criteria if you have qualified for statutory maternity pay (SMP), statutory paternity pay (SPP), statutory adoption pay (SAP) or Statutory Shared Parental Pay (ShPP).

- 9.2 SNCP is only payable in respect of whole weeks of NCL, at the same rate as statutory paternity pay. The rate is set by the government each tax year.

10. Interaction with other family leave

- 10.1 Taking NCL does not affect your entitlement to other family leave and pay, such as maternity leave and pay (see our Maternity Leave Policy), adoption leave and pay, (see our Adoption Leave Policy), paternity leave and pay (see our Paternity Leave Policy), shared parental leave and pay (see our Shared Parental Leave Policy) or parental leave (see our Parental Leave Policy).
- 10.2 If you are taking maternity, adoption, paternity, parental or shared parental leave at the time your child starts neonatal care, you can take your NCL after that leave ends. You must give the relevant period of notice and written information set out above.
- 10.3 If your NCL is interrupted by the start of another pre-booked period of statutory family leave (such as paternity leave, parental leave or shared parental leave) then the interrupted NCL period will resume straight away after the other leave, provided you are still in the Tier 1 period (that is, if neonatal care is still ongoing or has ended within the last week). If you are now in a Tier 2 period (that is, the neonatal care ended more than a week ago) the remainder of the interrupted NCL must be added onto any further period of NCL that you are intending to take.
- 10.4 Alternatively, if we agree, you may delay the start of the other leave until immediately after the end of your NCL.
- 10.5 When booking a period of NCL in the Tier 2 period you must ensure it will not be interrupted by the start of another period of family leave that you have booked.
- 10.6 For information about time off and other support for neonatal loss, please see our Parental Bereavement Leave Policy.

Electronic Information and Communication Systems Policy

1. E-mail

Increasingly, e-mail messages are now used as the routine method of correspondence. This facility, together with access to the internet, is available through the firm's computer network.

The following guidance is given to ensure that the facility is properly used and not abused.

The overriding principle is that e-mail messages are to be controlled and processed to the same standards as for normal correspondence. Because e-mails, both received and sent, are processed on an individual personal computer, in the majority of instances without the knowledge of a Line Manager, there must inevitably be a high degree of trust from everyone in the use of e-mails.

We monitor and read all e-mails as only business e-mails are permitted to be sent and received.

We also monitor e-mails for compliance reasons and to ensure that unauthorised disclosure of confidential information is not passed via the e-mail system.

1.1 Outgoing messages:

- a) No potentially offensive messages are to be sent. Defamation, harassment and breaches of the Company's discrimination policy are all potential risks. Please also be wary of the temptation to send off a hasty message that, on reflection, would seem unwise. A good rule is to reply later or the next day if annoyed or offended by action taken or a communication received; allowing yourself a 'cooling off period' can avoid putting yourself in the wrong.
- b) All e-mails are to be restricted to the Company's professional work and personal e-mails should not be sent without manager approval.
- c) Always check the state of attachments to see that you are sending the correct draft.

1.2 Virus protection:

- a) Our e-mail facility is protected by anti-virus software. All anti-virus updates are to be processed without delay.
- b) Nobody may introduce to their PC any disk without our permission.
- c) If a suspicious e-mail message is received, for example from an unidentifiable sender, especially with attachments, it should not be opened. Particular caution is needed where the message is from a familiar source but there is no text in the message. In such circumstances, please telephone

the sender before opening that attachment to see if they have indeed sent a bona fide message to you. Where there is still doubt, the message should be deleted without being opened.

2. Internet use

- 2.1 In no circumstances should any individual within the firm visit sites that could reasonably be regarded as pornographic, discriminatory or offensive. Users must also be wary of breach of copyright from inappropriate downloads.
- 2.2 Please note that we monitor internet access for the purpose of enforcing this policy.
- 2.3 Failure to follow this policy will be regarded as a disciplinary offence and could lead to the termination of employment.

Social Media Policy

1. Policy statement

- 1.1 We recognise that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics, using a wide variety of social media. However, employees' use of social media can pose risks to our confidential and proprietary information, and reputation, and can jeopardise our compliance with legal obligations.
- 1.2 To minimise these risks, to avoid loss of productivity and to ensure that our IT resources and communications systems are used only for appropriate business purposes, we expect employees to adhere to this policy.
- 1.3 This policy does not form part of any employee's contract of employment, and it may be amended at any time.

2. Who is covered by the policy?

- 2.1 This policy covers all staff.
- 2.2 Third parties who have access to our electronic communication systems and equipment are also required to comply with this policy.

3. Scope and purpose of the policy

- 3.1 This policy deals with the use of all forms of social media.
- 3.2 It applies to the use of social media for both business and personal purposes, whether during office hours or otherwise. The policy applies regardless of whether the social media is accessed using our IT facilities and equipment, or equipment belonging to members of staff.
- 3.3 Breach of this policy may result in disciplinary action, up to and including dismissal. Disciplinary action may be taken regardless of whether the breach is committed during working hours, and regardless of whether our equipment or facilities are used for the purpose of committing the breach. Any member of staff suspected of committing a breach of this policy will be required to co-operate with our investigation, which may involve handing over relevant passwords and login details.
- 3.4 Staff may be required to remove internet postings which are deemed to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

4. Compliance with related policies and agreements

- 4.1 Social media should never be used in a way that breaches any of our other policies. If an internet post would breach any of our policies in another forum, it will also breach them in an online forum. For example, employees are prohibited from using social media to:
- a) breach any obligations they may have relating to confidentiality
 - b) defame or disparage the organisation or its affiliates, customers, clients, business partners, suppliers, vendors or other stakeholders
 - c) harass or bully other staff in any way
 - d) breach our Equal Opportunities policy
- 4.2 Employees who breach this policy will be subject to disciplinary action up to and including termination of employment.

5. Personal use of social media

- 5.1 Personal use of social media is never permitted during working time or by means of our computers, networks and other IT resources and communications systems.

6. Monitoring

- 6.1 The contents of our IT resources and communications systems are our property. Therefore, staff should have no expectation of privacy in any message, files, data, document, facsimile, telephone, conversation, social media post conversation or message, or any other kind of information or communications transmitted to, received or printed from, or stored or recorded on our electronic information and communications systems.
- 6.2 We reserve the right to monitor, intercept and review, without further notice, staff activities using our IT resources and communications systems, including, but not limited to, social media postings and activities, to ensure that our rules are being complied with and for legitimate business purposes, and you consent to such monitoring by your use of such resources and systems. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, logins, recordings and other uses of the systems, as well as keystroke capturing and other network monitoring technologies.
- 6.3 We may store copies of such data or communications for a period of time after they are created and may delete such copies from time to time without notice.
- 6.4 Do not use our IT resources and communications systems for any matter that you wish to be kept private or confidential from the organisation.

7. Recruitment

- 7.1 We may use internet searches to perform due diligence on candidates in the course of recruitment. Where we do this, we will act in accordance with our data protection and equal opportunities obligations.

8. Responsible use of social media

- 8.1 The following sections of the policy provide staff with common-sense guidelines and recommendations for using social media responsibly and safely.

- 8.2 Protecting our business reputation:

- a) Staff are prohibited from posting disparaging or defamatory statements about:
- i. the organisation; or
 - ii. its clients; or
 - iii. suppliers and vendors.

But staff should also avoid social media communications that might be misconstrued in a way that could damage our business reputation, even indirectly.

- b) Staff should make it clear in social media postings that they are speaking on their own behalf, write in the first person and use a personal e-mail address when communicating via social media.
- c) Staff are personally responsible for what they communicate in social media. Remember that what you publish might be available to be read by the masses (including the organisation itself, future employers and social acquaintances) for a long time. Keep this in mind before you post content.
- d) You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.
- e) Avoid posting comments about sensitive business-related topics.
- f) If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from making the communication.
- g) If you see content in social media that disparages or reflects poorly on our organisation, you should contact your line manager. All staff are responsible for protecting our business reputation.

8.3 Respecting colleagues, clients, partners and suppliers:

- a) Do not post anything that your colleagues or our clients, business partners, suppliers, vendors or other stakeholders would find offensive, including discriminatory comments, insults or obscenity.
- b) Do not post anything related to your colleagues or our customers, clients, business partners, suppliers, vendors or other stakeholders without their written permission.

Whistleblowing Policy

1. About this policy

- 1.1 We are committed to conducting our business with honesty and integrity and we expect all staff to maintain high standards. We encourage staff to report suspected wrongdoing as soon as possible.
- 1.2 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

2. Who is covered by the policy?

- 2.1 This policy applies to all individuals working at all levels of the organisation, including senior managers, officers, directors, employees, consultants, contractors, trainees, homeworkers, part-time and fixed-term workers, casual and agency staff and volunteers (collectively referred to as staff in this policy).

3. What is whistleblowing?

- 3.1 Whistleblowing is the reporting of suspected wrongdoing or dangers in relation to our activities. This includes bribery, fraud or other criminal activity, miscarriages of justice, health and safety risks, damage to the environment and any breach of legal or professional obligations specific to this workplace.

4. How to raise a concern

- 4.1 We hope that in many cases you will be able to raise any concerns with your manager. However, where you prefer not to raise it with your manager for any reason, you should contact the Whistleblowing Officer or the Managing Director. Contact details are at the end of this policy.
- 4.2 We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

5. Confidentiality

- 5.1 We hope that staff will feel able to voice whistleblowing concerns openly under this policy. Completely anonymous disclosures are difficult to investigate. If you want to raise your concern confidentially, we will make every effort to keep your identity secret and only reveal it where necessary to those involved in investigating your concern.

6. External disclosures

- 6.1 The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.
- 6.2 The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body, such as a regulator. We strongly encourage you to seek advice before reporting a concern to anyone external. Public Concern at Work operates a confidential helpline. Their contact details are at the end of this policy.

7. Protection and support for whistleblowers

- 7.1 We aim to encourage openness and will support staff who raise genuine concerns under this policy, even if they turn out to be mistaken.
- 7.2 Staff must not suffer any detrimental treatment as a result of raising a genuine concern. If you believe that you have suffered any such treatment, you should inform the Whistleblowing Officer OR Managing Director immediately. If the matter is not remedied, you should raise it formally using our Grievance Procedure.
- 7.3 Staff must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct you may be subject to disciplinary action. In some cases, the whistleblower could have a right to sue you personally for compensation in an employment tribunal.
- 7.4 If we conclude that a whistleblower has made false allegations maliciously or with a view to personal gain, the whistleblower may be subject to disciplinary action.

8. Contacts

Whistleblowing Officer	Name: Telephone: E-mail:
Managing Director or other trusted individual	Name: Telephone: E-mail:
Protect (Independent whistleblowing charity)	Helpline: 020 3117 2520 Website: https://protect-advice.org.uk

Emergency Time off for Dependants Policy

1. Employees may take unpaid time off to deal with unforeseen events when emergencies arise with regard to their dependants. Unpaid time off work may be taken to provide assistance when a dependant falls ill, or to make arrangements for the care of a dependant who is ill, when a dependant dies, or because of the unexpected disruption or termination of arrangements for the care of a dependant. Unpaid time off may also be taken to deal with an incident involving the employee's child that occurs unexpectedly during school.
2. The employee must inform us of the reason for the absence as soon as reasonably practicable and must also tell us how long he or she expects to be absent. If the employee does not properly notify us, then the right to take time off under this right is lost and unauthorised absences will be dealt with as a disciplinary matter.
3. The right to time off is only to deal with emergencies and does not extend to the duration of the dependant's illness.
4. All employees have the right to take time off for relevant emergencies concerning a dependant, regardless of length of service.

Flexible Working Policy

We are committed to providing equality of opportunity in employment and to developing working practices and policies that support work-life balance. This Flexible Working Policy gives eligible employees an opportunity to formally request a change to their working pattern in accordance with the statutory procedure for such requests. Managers are encouraged to facilitate requests unless they cannot be accommodated for business or operational reasons.

No one who makes a request for flexible working will be subjected to any detriment or lose any career development opportunities as a result.

This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.

This policy does not form part of any employee's contract of employment, and we may amend it at any time.

1. Personnel responsible for implementing the policy

- 1.1 Our directors have overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework.
- 1.2 Managers have a specific responsibility to ensure the fair application of this policy, and all members of staff are responsible for supporting colleagues and ensuring its success.

2. Forms of flexible working

- 2.1 Flexible working can incorporate a number of possible changes to working arrangements, such as:
 - a) reduction or variation of working hours; and/or
 - b) reduction or variation of the days worked; and/or
 - c) working from a different location (for example, from home).
- 2.2 The possible changes to working arrangements mentioned above may also involve:
 - a) starting a job share; and/or
 - b) working a set number of hours a year, rather than a week (annualised hours); and/or
 - c) working from home (whether for all or part of the week); and/or
 - d) working only during term-time (part-year working); and/or

- e) working compressed hours; and/or
- f) working flexi-time.

3. Eligibility for the formal right to request procedure

3.1 To be eligible to make a request under the formal procedure you must:

- a) be an employee; and
- b) not have made more than two formal requests to work flexibly during the last 12 months.

3.2 If you are not eligible to make a formal request, you may make an informal request. (see *paragraph 9, Making an informal flexible working request*)

4. Making a formal flexible working request

4.1 Any employee interested in flexible working is advised to speak informally with their line manager to discuss their eligibility, the different options and the effect of their proposed work pattern on colleagues and service delivery, before submitting a formal or informal request.

4.2 You will need to submit a written application if you would like your flexible working request to be considered under the formal procedure.

4.3 Your application should be submitted to your line manager in good time, and ideally at least two months before you would like the changes to take effect. It should:

- a) state that it is a flexible working request; and
- b) explain the reasons for your request, especially if you think our Equal Opportunities Policy may be relevant, for example, if your request concerns childcare or other family commitments, religious or cultural requirements, or adjustments because of a disability; and
- c) provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times, and give the date from which you want the changes to take effect; and
- d) provide information to confirm that you meet the eligibility criteria set out in this policy, including the dates of any previous formal requests for flexible working.

4.4 In most cases we will need to have a meeting with you before making a decision. In some cases, we may be able to approve your request without a formal meeting, although it will usually be helpful to your manager to discuss the request with you, to ensure it is the best solution.

5. Formal request: meeting

- 5.1 Where necessary, your line manager will arrange a meeting with you after your application has been submitted. The meeting may also be attended by a member of the Human Resources Department, if applicable. You may bring a colleague to the meeting as a companion if you wish. Your companion will be entitled to speak during the meeting and confer privately with you, but may not answer questions on your behalf.
- 5.2 In most cases, the meeting will be held at your usual place of work. We will try to ensure that the meeting is held at a time and place that is convenient to everyone.
- 5.3 The meeting will be used to discuss the working arrangements you have requested. You will be able to explain how the arrangements will accommodate your needs. If we cannot accommodate the arrangements you have requested, discussion at the meeting also provides an opportunity to explore possible alternative working arrangements.
- 5.4 Your line manager may suggest starting new working arrangements under an initial trial period to ensure that they meet your needs and those of your department.

6. Formal request: decision

- 6.1 We will notify you of the decision in writing as soon as possible.
- 6.2 If your request is accepted, or where we propose an alternative to the arrangement you requested, your line manager will write to you with details of the new working arrangements, details of any trial period, an explanation of changes to your contract of employment and the date on which they will commence. You will be asked to sign and return a copy of the letter. This will be placed on your personnel file to confirm the variation to your terms of employment.
- 6.3 Unless otherwise agreed (and subject to any agreed trial period) changes to your terms of employment will be permanent.
- 6.4 If your line manager needs more time to make a decision, for example, where they need more time to investigate how your request can be accommodated or to consult several members of staff, they will discuss this with you.
- 6.5 There will be circumstances where, due to business and operational requirements, we are unable to agree to a request. In these circumstances, your line manager will write to you:
 - a) explaining the business reason(s) for turning down your application; and
 - b) setting out the appeal procedure.

6.6 The eight business reasons for which we may reject your request are:

- a) the burden of additional costs
- b) detrimental effect on ability to meet customer demand
- c) inability to reorganise work among existing staff
- d) inability to recruit additional staff
- e) detrimental impact on quality
- f) detrimental impact on performance
- g) insufficiency of work during the periods that you propose to work
- h) planned changes

7. Formal request: appeal

7.1 If your request is rejected, you have the right to appeal. Your appeal must:

- a) be in writing and dated; and
- b) set out the grounds on which you are appealing; and
- c) be sent to your line manager within 14 days of the date on which you received the written rejection of your request.

7.2 Your line manager will arrange for a meeting to take place following receipt of your appeal. We will try to hold the meeting at a convenient time for all those attending. You may be accompanied by a colleague of your choice.

7.3 Where possible, the appeal meeting will be conducted by a senior manager who has not been previously involved in considering your request. You will be informed in writing of the decision as soon as possible after the appeal meeting.

7.4 If your appeal is upheld, you will be advised of your new working arrangements, details of any trial period, an explanation of changes to your contract of employment and the date on which they will commence. You will be asked to sign and return a copy of the letter. This will be placed on your personnel file to confirm the variation to your terms of employment.

7.5 If your appeal is rejected, the written decision will give the business reason(s) for the decision and explain why the reason(s) apply in your case.

8. Extending time under the formal procedure

8.1 There may be exceptional occasions when it is not possible to complete consideration of your request within the expected time limits. Where an

extension of time is agreed with you, your line manager will write to you confirming the extension and the date on which it will end.

9. Making an informal flexible working request

- 9.1 Employees who are ineligible to make a formal request for flexible working may make an informal request to their line manager, who will consider it according to our business and operational requirements.
- 9.2 It will help your line manager to consider your request if you:
 - a) make your request in writing and confirm whether you wish any change to your current working pattern to be temporary or permanent; and
 - b) provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times, and give the date from which you want your desired working pattern to start.
- 9.3 Your line manager will advise you what steps will be taken to consider your request, which may include inviting you to attend a meeting, before advising you of the outcome of your request.

Anti-Corruption and Bribery Policy

1. Policy statement

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

2. Who is covered by the policy?

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

3. What is bribery?

- 3.1 A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage. Here are some examples:

- a) **Offering a bribe** - You offer a potential client a ticket to a major sporting event, but only if they do business with us.

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

- b) **Receiving a bribe** - A supplier gives your nephew a job but makes it clear that in return they expect you to use your influence within the organisation to ensure we continue to do business with them.

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

- c) **Bribing a foreign official** - You arrange for the business to pay an additional payment to a foreign official to speed up an administrative process, such as clearing our goods through customs.

The offence of bribing a foreign public official has been committed as soon as the offer is made. This is because it is made to gain a business advantage.

4. Gifts and hospitality

- 4.1 This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties.

- 4.2 You are prohibited from accepting or giving a gift to a third party unless the following requirements are met:

- a) it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or inexplicit or implicit exchange for favours or benefits; and
- b) it complies with local law; and
- c) it is given in our name, not in your name; and
- d) it does not include cash or a cash equivalent (such as gift certificates or vouchers); and
- e) it is appropriate in the circumstances, e.g. in the UK, it is customary for small gifts to be given at Christmas time; and
- f) taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time; and

g) it is given openly, not secretly.

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

5. What is not acceptable

5.1 It is not acceptable for you (or someone on your behalf) to:

- a) give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward business already given; or
- b) give, promise to give, or offer a payment, gift or hospitality to a government official, agent or representative to 'facilitate' or expedite a routine procedure; or
- c) accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them; or
- d) accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by us in return; or
- e) threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or
- f) engage in any activity that might lead to a breach of this policy.

6. Facilitation payments and kickbacks

6.1 We do not make, and will not accept, facilitation payments or 'kickbacks' of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official. They are not commonly paid in the UK but are common in some other jurisdictions in which we operate.

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

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

7. Donations

- 7.1 We do/do not make contributions to political parties, but these are never made in an attempt to influence any decision or to gain a business advantage and are always publicly disclosed. We do/do not make charitable donations that are legal and ethical under local laws and practices.

8. Your responsibilities

- 8.1 You must ensure that you read, understand and comply with this policy.
- 8.2 The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. All workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.
- 8.3 You must notify your manager as soon as possible, if you believe or suspect that a conflict with this policy has occurred or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us or indicates to you that a gift or payment is required to secure their business.
- 8.4 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for Gross Misconduct. We reserve the right to terminate our contractual relationship with other workers if they breach this policy.

9. Record keeping

- 9.1 We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to a third party.
- 9.2 You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to managerial review.
- 9.3 You must ensure that all expenses claims relating to hospitality, gifts or expenses incurred to third parties, are submitted in accordance with our expenses policy and specifically record the reason for expenditure.
- 9.4 All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept 'off book' to facilitate or conceal improper payments.

10. How to raise a concern

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

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

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

12. Protection

- 12.1 Workers who refuse to offer or accept a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.
- 12.2 We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place or may take place in the future. Detrimental treatment includes dismissals, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe you have suffered any such treatment, you should inform your manager immediately. If this matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure which can be found in the Employee Handbook.

13. Training and communication

- 13.1 Training on this policy forms part of the induction process for all new employees and other workers. All existing employees and workers will have received regular, relevant training on how to implement and adhere to this policy.
- 13.2 Our zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of the business relationship with them and as appropriate thereafter.

14. Who is responsible for this policy

- 14.1 The board of directors has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

POTENTIAL RISK SCENARIOS: 'RED FLAGS'

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

If you encounter any of these red flags while working for us, you must report them promptly to your manager OR to the compliance manager OR using the procedure set out in the Whistleblowing Policy:

- a) you become aware that a third party engages in, or has been accused of engaging in, improper business practices
- b) you learn that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a 'special relationship' with foreign government officials
- c) a third party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us
- d) a third-party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made
- e) a third-party request that payment is made to a country or geographic location different from where the third party resides or conducts business
- f) a third part requests an unexpected additional fee or commission to 'facilitate' a service
- g) a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services
- h) a third-party request that a payment is made to 'overlook' potential legal violations
- i) a third-party request that you provide employment or some other advantage to a friend or relative
- j) you receive an invoice from a third party that appears to be non-standard or customised
- k) a third party insists on the use of side letters or refuses to put terms agreed in writing
- l) you notice that we have been invoiced for a commission or fee payment that appears large, given the service stated to have been provided

- m) a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us
- n) you are offered an unusually generous gift or offered lavish hospitality by a third party

Stress and Mental Wellbeing at Work Policy

1. About this policy

- 1.1 We are committed to protecting the health, safety and wellbeing of our staff. We recognise the importance of identifying and tackling the causes of work-related stress. We also recognise that personal stress, while unrelated to the workplace, can adversely affect the wellbeing of staff at work.
- 1.2 The purpose of this policy is to set out the measures we have in place to support the mental wellbeing of all our staff.
- 1.3 Any information you provide to us about your health will be processed in accordance with our Data Protection Policy. We recognise that such data is sensitive and will handle it in a confidential manner.

2. Who does this policy apply to?

- 2.1 This policy applies to all employees, officers, consultants, self-employed contractors, casual workers, agency workers, volunteers and interns.

3. Legal obligations

- 3.1 We have a legal duty to take reasonable care to ensure that your health is not put at risk by excessive pressures or demands arising from the way work is organised.
- 3.2 This policy takes account of our obligations under the Health and Safety at Work etc Act 1974, Management of Health and Safety at Work Regulations 1999, Employment Rights Act 1996, Protection from Harassment Act 1997, Working Time Regulations 1998 and Equality Act 2010.

4. Understanding stress and mental health

- 4.1 Stress is the adverse reaction people have to excessive pressures or demands placed on them. Stress is not an illness but, sustained over a period of time, it can lead to mental and/or physical illness.
- 4.2 Mental health is a term to describe our emotional, psychological and social wellbeing; it affects how we think, feel and act and how we cope with the normal pressures of everyday life. Positive mental health is rarely an absolute state since factors inside and outside work affect mental health, meaning that we move on a spectrum that ranges from being in good to poor mental health.
- 4.3 There is an important distinction between working under pressure and experiencing stress. Certain levels of pressure are acceptable and normal in every job. They can improve performance, enable individuals to meet their full

potential and provide a sense of achievement and job satisfaction. However, when pressure becomes excessive it produces stress and undermines mental health.

4.4 Pressures outside the workplace, whether the result of unexpected or traumatic events such as accidents, illness, bereavement, family breakdown or financial worries, can result in stress and poor mental health. They can also compound normal workplace pressures.

4.5 We recognise that individuals react to similar situations in different ways and that what triggers stress and poor mental health varies from person to person.

5. Our approach to mental wellbeing in the workplace

5.1 We will:

- a) Promote a culture of open communication by providing both formal and informal channels through which staff can raise concerns.
- b) Take account of stress and mental wellbeing when planning and allocating workloads.
- c) Monitor working hours and overtime to ensure that staff are not overworking and monitor holidays to ensure that staff are using their entitlement.
- d) Ensure risk assessments include or specifically address work-related stress.
- e) Facilitate requests for flexible working where reasonably practicable in accordance with our Flexible Working Policy.
- f) Ensure that in any workplace reorganisation our change management processes are designed to minimise uncertainty and stress.
- g) Implement policies and procedures to address factors that can cause or worsen stress in particular so that we can provide a workplace free from harassment, bullying and victimisation and address inappropriate behaviour through disciplinary action.
- h) Provide training to help all staff understand and recognise the causes of work-related stress and mental ill health, the impact of stress from factors in everyday life and the steps they can take to protect and enhance their own mental wellbeing and that of their colleagues.
- i) Provide support for staff affected by or absent by reason of stress.

6. Supporting the implementation of this policy

6.1 All staff:

All staff should ensure that they are familiar with this policy and act in accordance with its aims and objectives. Staff should plan and organise their work to meet personal and organisational objectives and co-operate with support, advice and guidance that may be offered by line managers. Anyone who experiences or is aware of a situation that may result in work-related stress or undermine mental wellbeing at work should speak to a manager.

6.2 Managers:

All line managers have a responsibility to recognise potential issues of work-related stress or mental ill health in the staff they manage. In particular, they need to:

- a) promote a culture of open communication
- b) effectively plan and provide feedback on performance
- c) ensure that staff receive necessary training
- d) monitor workloads and reallocate work where necessary
- e) ensure that staff understand the standards of behaviour expected of them and others, and act on behaviour that falls below those standards

6.3 Mental health champions and mental health first aiders:

We have appointed a number of mental health champions and mental health first aiders who can be contacted by any member of staff experiencing a mental health issue or emotional distress. Mental health champions and mental health first-aiders can discuss your concerns and provide details of available support. Details of mental health champions and mental health first aiders are available on the intranet **OR** from your line manager **OR** from the HR Department.

6.4 Help and information can also be obtained from Mind, the mental health charity, www.mind.org.uk or the Samaritans, www.samaritans.org.

6.5 If any member of staff is considered by their line manager or colleagues to be at serious risk of self-harm, or of harming others, action must be taken straight away. The matter should be referred to their line manager who will seek medical advice if that is reasonably practicable. Every effort will be made to contact any person nominated by the member of staff as an emergency contact. Where necessary the emergency services will be called. The wellbeing of the member of staff and those around them will always be our first concern.

7. Addressing work-related stress

7.1 If you believe you are suffering from work-related stress you should discuss this with your line manager in the first instance. You should also access the support services referred to in paragraph 6.

- 7.2 Once an issue affecting your health comes to the attention of your line manager, we will discuss with you what steps can be taken to address that issue. Those steps may include any of the following:
- a) a review of your current job role, responsibilities, workload and working hours. Adjustments may be agreed to these, on a temporary basis and subject to further review, where appropriate; or
 - b) where it appears that stress has been caused by bullying or harassment, investigation under our Disciplinary and/or Grievance Procedures; or
 - c) referral for medical advice, treatment and/or a medical report to be provided by Occupational Health, medical advisers or any specialist or GP who has been treating you; or
 - d) if you are on sickness absence, discussion of an appropriate return to work programme.

8. Absence due to stress or mental ill health

- 8.1 If you are absent due to work-related stress or mental ill health, you should follow the sickness absence reporting procedure contained in the Employee Handbook.

9. Confidentiality

- 9.1 Information about stress, mental health and mental wellbeing is highly sensitive. Every member of staff is responsible for observing the high level of confidentiality that is required when dealing with information about stress or mental health whether they are supporting a colleague or because they are otherwise involved in the operation of a workplace policy or procedure.
- 9.2 Breach of confidentiality may give rise to disciplinary action.
- 9.3 However, there are occasions when information about stress or mental wellbeing needs to be shared with third parties. For example:
- a) where steps need to be taken to address work-related stress such as reallocating work within a team
 - b) where medical advice is required on how to support a member of staff, address issues raised by work-related stress or address issues raised by mental ill health
 - c) where allegations of harassment, bullying or other misconduct require a disciplinary investigation or proceedings to take place
 - d) where a member of staff presents an immediate danger to themselves or others

In these circumstances, wherever possible, matters will be discussed with the member of staff concerned before any action is taken.

10. Protection for those reporting stress or assisting with an investigation

- 10.1 Staff who report that they are suffering from work-related stress or mental ill health, who support a colleague in making such a report or who participate in any investigation connected with this policy in good faith will be protected from any form of intimidation or victimisation.
- 10.2 If you feel you have been subjected to any such intimidation or victimisation, you should seek support from your line manager. You may also raise a complaint in accordance with our Grievance Procedure.

Menopause Policy

1. Policy Statement

1.1 The aims of this policy are to:

- a) make line managers aware of the Company's responsibility to understand the menopause and related issues and how they can affect employees and their work colleagues; and
- b) educate line managers about potential symptoms of the menopause and how they can support employees in the workplace; and
- c) raise wider awareness and understanding among employees; and
- d) encourage employees to talk about the menopause openly and confidently; and
- e) outline the support and reasonable adjustments that are available to employees; and
- f) reduce menopause-related sickness absence by supporting staff to remain in work.

1.2 The Company recognises that employees may need additional support and adjustments in the period before, during and after the menopause and it aims to help staff according to their individual needs and circumstances. The Company seeks to provide a work environment in which all employees are treated with respect and dignity and which protects employees' health, safety and welfare. It therefore actively encourages employees to discuss their menopausal symptoms and to ask for additional support and adjustments.

2. Definitions and symptoms

2.1 Menopause is part of the natural ageing process for all women, although it can also be brought on as a result of other medical conditions or certain surgical interventions. It refers to the point in time when menstruation has ceased for twelve consecutive months, but it is best described as a "transition" rather than as a one-off event. After a woman has not had a period for a year, the time from that point is then considered to be the post-menopause, but this does not mean menopause symptoms cease. Menopause symptoms continue, on average, for four years from the last period and can continue for up to twelve years.

2.2 The perimenopause is the period of hormonal change leading up to the menopause and it can often last four to five years, although for some women it may continue for many more years or for others it may last only for a few

months. During the time of the perimenopause, individuals may begin to experience symptoms due to changes in their hormone levels. These symptoms may vary in degree between different individuals. As individuals may still be having regular periods at the onset of these symptoms, many do not always realise that they are experiencing the perimenopause and may not understand what is causing their symptoms. This can be a barrier to accessing support.

- 2.3 The menopause usually occurs between the ages of 45 and 55. In the UK, the average age is 51, but it can happen much earlier. Many women experience the menopause before the age of 45 (early menopause) and some women experience the menopause before the age of 40 (premature menopause). Some women also experience a medical/surgical menopause which can occur suddenly when the ovaries are damaged or removed by specific treatments such as chemotherapy, radiotherapy or surgery. Individuals who are non-binary, transgender or intersex may also experience menopausal symptoms.
- 2.4 It is important to recognise that, for many reasons, the menopause affects women's physical and psychological health differently. Symptoms vary in type, amount, severity and length between individuals. The menopause can often also indirectly affect individuals' partners, families and work colleagues.
- 2.5 The symptoms of the menopause can include:
 - a) hot flushes and daytime sweats
 - b) palpitations
 - c) night sweats
 - d) fatigue
 - e) sleep disturbances and insomnia
 - f) headaches
 - g) skin irritation
 - h) muscle and joint stiffness, aches and pains
 - i) irritability
 - j) mood disturbances
 - k) poor concentration levels
 - l) forgetfulness and memory loss

- m) anxiety and depression
- n) panic attacks
- o) weight gain
- p) loss of confidence
- q) changes in menstrual flow and regularity, including heavy bleeding
- r) recurrent urinary tract infections (UTIs), including cystitis
- s) the need for more regular and/or urgent toilet breaks.

2.6 These symptoms can adversely affect how employees work, their relationships with work colleagues, and their performance and productivity levels.

2.7 Some individuals seek medical advice and treatment for the symptoms of the perimenopause and menopause and others may try self-help measures and alternative therapies to cope with the symptoms. A common form of treatment is known as hormone replacement therapy (HRT). Many women find these treatments helpful for alleviating symptoms, but HRT is not suitable or appropriate for everyone. Some women using HRT may experience side effects which may also require adjustments in the workplace.

3. Communication

3.1 The Company aims to create an environment in which employees feel confident raising issues about their menopausal symptoms and asking for additional support and adjustments at work. Many employees still see the menopause as a private and personal issue and, for some, discussing the transition into menopause can be a difficult subject to be open about. The Company will therefore seek to promote a greater openness about, and understanding of, the menopause among line managers and staff and will encourage line managers to create a supportive and understanding team culture that removes any barriers to employees disclosing information to them. We will do this by:

- a) recording sickness absences that are related to the menopause as an ongoing medical issue rather than as a series of short-term sickness absences
- b) providing training to line managers so that they are knowledgeable to have open and sensitive conversations with employees about their menopausal symptoms (and how these might affect their work) and what they can do to support them
- c) treating the menopause in the same way as any other medical condition

- d) being accommodating to temporary flexible working requests that will help employees manage their symptoms, such as a later start and finish time or home working on an ad hoc basis
- e) putting in place measures to help employees to better manage their symptoms, leading to a reduction in sickness absence and an increase in wellbeing and productivity
- f) reminding staff to support their work colleagues, not to make inappropriate comments or jokes, and to respect any adjustments put in place to help them with their symptoms.

4. Workplace adjustments

4.1 The Company is committed to ensuring that conditions in the workplace do not make menopausal symptoms worse and that appropriate support and adjustments are put in place. The Company will therefore work proactively to make adjustments where necessary to support any employees who are transitioning through the menopause. The Company also recognises that the menopause is a very individual experience and that employees can be affected in different ways and to different degrees, and therefore different levels and types of support and adjustments may be needed. These may include:

- a) adjusting workplace temperatures
- b) improving ventilation
- c) providing fans and/or moving desks closer to windows
- d) providing easy access to cold drinking water, rest rooms and toilet/washroom facilities
- e) allowing temporary changes to work/shift patterns
- f) allowing other temporary flexible working arrangements
- g) offering a quiet space to work
- h) reducing the need for attendance at formal meetings or presentations
- i) re-assessing work allocation
- j) making sure employees can take regular and flexible toilet and rest breaks
- k) permitting time off for attendance at medical appointments
- l) being flexible when applying the Company's performance management,

attendance or disciplinary procedures

m) allowing employees to adapt their uniforms to improve comfort levels and making it easy for them to request additional uniforms so that they can change during the day.

n) signposting or referring the employee to the Company's employee assistance programme/occupational health advisers/professional stress counselling helpline.

4.2 The Company will also carry out risk assessments which take the specific needs of menopausal employees into consideration.

4.3 Line managers should apply individual discretion when assessing an employee's particular needs and circumstances and should act accordingly. Information about an employee's menopausal symptoms should be treated as confidential and line managers should expressly agree with the employee which (if any) work colleagues should be informed, by whom and on what basis.

4.4 Line managers should then record any agreed adjustments and review these at least annually. Symptoms of the menopause can fluctuate over time, so line managers should arrange regular follow-up discussions with the employee to ensure that the support and adjustments provided still meet their needs.

CCTV Policy

Introduction

The Company uses closed circuit television (CCTV) images to provide a safe and secure environment for employees and for visitors to the Company's business premises, such as clients, customers, contractors and suppliers, and to protect the Company's property.

This policy sets out the use and management of the CCTV equipment and images in compliance with the General Data Protection Regulations (GDPR) and the Information Commissioner's Office CCTV Code of Practice.

The Company's CCTV facility records images only. There is no audio recording and therefore conversations are not recorded on CCTV (paragraph 6 below, on covert recording, is the exception to this).

1. Purposes of CCTV

1.1 The purposes of the Company installing and using CCTV systems include to:

- a) assist in the prevention or detection of crime or equivalent malpractice
- b) assist in the identification and prosecution of offenders
- c) monitor the security of the Company's business premises
- d) ensure that health and safety rules and Company procedures are being complied with
- e) assist with the identification of unauthorised actions or unsafe working practices that might result in disciplinary proceedings being instituted against employees and to help in providing relevant evidence
- f) promote productivity and efficiency

2. Location of cameras

2.1 Cameras are located at strategic points throughout the Company's business premises, principally at the entrance and exit points. The Company has positioned the cameras so that they only cover communal or public areas on the Company's business premises, and they have been sited so that they provide clear images. No camera focuses, or will focus, on toilets, shower facilities or changing rooms. All cameras (with the exception of any that may be temporarily set up for covert recording) are also clearly visible.

2.2 Appropriate signs are prominently and clearly displayed so that employees, clients, customers and other visitors are aware they are entering an area covered by CCTV.

3. Recording and retention of images

3.1 Images produced by the CCTV equipment are as clear as possible so that they are effective for the purposes for which they are intended. Maintenance checks of the equipment are undertaken on a regular basis to ensure it is working properly and that the media is producing high quality images.

- 3.2 Images may be recorded either in constant real-time (24 hours a day throughout the year), or only at certain times, as the needs of the business dictate.
- 3.3 As the recording system records digital images, any CCTV images that are held on the hard drive of a PC or server are deleted and overwritten on a recycling basis and, in any event, are held in accordance with the organisations Data Retention Policy. Once a hard drive has reached the end of its use, it will be erased prior to disposal. Images that are stored on, or transferred on to, removable media such as CDs are erased or destroyed once the purpose of the recording is no longer relevant. However, where a law enforcement agency is investigating a crime, images may need to be retained for a longer period.

4. Access to and disclosure of images

- 4.1 Access to, and disclosure of, images recorded on CCTV is restricted. This ensures that the rights of individuals are retained. Images can only be disclosed in accordance with the purposes for which they were originally collected.
- 4.2 The images that are filmed are recorded centrally and held in a secure location. Access to recorded images is restricted to the operators of the CCTV system and to those line managers who are authorised to view them in accordance with the purposes of the system. Viewing of recorded images will take place in a restricted area to which other employees will not have access when viewing is occurring. If media on which images are recorded are removed for viewing purposes, this will be documented.
- 4.3 Disclosure of images to other third parties will only be made in accordance with the purposes for which the system is used and will be limited to:
 - a) the police and other law enforcement agencies, where the images recorded could assist in the prevention or detection of a crime or the identification and prosecution of an offender or the identification of a victim or witness
 - b) prosecution agencies, such as the Crown Prosecution Service
 - c) relevant legal representatives
 - d) line managers involved with Company disciplinary processes
 - e) individuals whose images have been recorded and retained (unless disclosure would prejudice the prevention or detection of crime or the apprehension or prosecution of offenders).
- 4.4 The Managing Director (or another senior director acting in their absence) is the only person who is permitted to authorise disclosure of information to external third parties such as law enforcement agencies.
- 4.5 All requests for disclosure and access to images will be documented, including the date of the disclosure, to whom the images have been provided and the reasons why they are required. If disclosure is denied, the reason will be recorded.

5. Individuals' access rights

- 5.1 Under the **GDPR**, individuals have the right on request to receive a copy of the personal data that the Company holds about them, including CCTV images if they are recognisable from the image.
- 5.2 If you wish to access any of your CCTV images, you must make a written request to the Office. Your request must include the date and time when the images were recorded and the location of the particular CCTV camera, so that the images can be located and your identity can be established as the person in the images. **Note.** The Company will always check the identity of the employee making the request before processing it.
- 5.3 The Company will first determine whether disclosure of your images will reveal third party information as you have no right to access CCTV images relating to other people. In this case, the images of third parties may need to be obscured if it would otherwise involve an unfair intrusion into their privacy.
- 5.4 If the Company is unable to comply with your request because access could prejudice the prevention or detection of crime or the apprehension or prosecution of offenders, you will be advised accordingly.

6. Covert recording

- 6.1 The Company will only undertake covert recording with the written authorisation of the Managing Director (or another senior director acting in their absence) where there is good cause to suspect that criminal activity or equivalent malpractice is taking, or is about to take, place and informing the individuals concerned that the recording is taking place would seriously prejudice its prevention or detection. Covert monitoring may include both video and audio recording.
- 6.2 Covert monitoring will only take place for a limited and reasonable amount of time consistent with the objective of assisting in the prevention and detection of particular suspected criminal activity or equivalent malpractice. Once the specific investigation has been completed, covert monitoring will cease.
- 6.3 Information obtained through covert monitoring will only be used for the prevention or detection of criminal activity or equivalent malpractice. All other information collected in the course of covert monitoring will be deleted or destroyed unless it reveals information which the Company cannot reasonably be expected to ignore.

7. Staff training

- 7.1 The Company will ensure that all employees handling CCTV images or recordings are trained in the operation and administration of the CCTV system and on the impact of the **GDPR** with regard to that system.

8. Implementation

- 8.1 The Managing Director is responsible for the implementation of and compliance with this policy and the operation of the CCTV system and they will conduct an annual review of the Company's use of CCTV. Any complaints or enquiries about the operation of the Company's CCTV system should be addressed to them.