

FK GROUP EMPLOYEE HANDBOOK

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FK

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SECTION ONE: INTRODUCTION

Welcome to our team. On behalf of the directors and senior management team I would like to wish you every success and happiness during your employment with FK - whether you have recently joined us or are an existing employee.


Founded in 1979, the FK Group has evolved into a nationwide roofing, cladding and facade specialist, providing building solutions through a group of companies offering related services, from building envelopes to maintenance.

Over the past 40 plus years, products, designs, ideas and requirements have all moved on drastically but we're always at the forefront of change, bringing new technologies, such as renewable energy, to build projects, and expanding our capabilities in line with the changing requirements of our customers to ensure a comprehensive, seamless service.

Our dynamic and driven approach motivates every member of the team and every aspect of our work, from safety and training to design and project management. We are justifiably proud of our highly skilled, knowledgeable and experienced teams and the enthusiasm they bring to their work. Just as our aim, at all times, is to offer a service to our customers that is friendly and professional, we work hard to apply the same business ethics to our employment practices.

I hope this handbook, will answer many of your questions about working for the Company; please read it carefully and then keep it in a safe place as you may wish to refer to it from time to time. Should you have any comments or individual employment queries which are not covered by the handbook please do not hesitate to speak, in the first instance, to your line manager.

We're very proud of what we've achieved at FK and I hope you will find your experience of working here positive and rewarding.



FK Board of Directors
August 2023

SECTION TWO: TERMS & CONDITIONS

Unless stated otherwise, the contents of this handbook, together with your statement of Terms and Conditions of Employment form your Contract of Employment.

This handbook applies to all employees of the FK Group of Companies i.e. FK Construction, FK Projects, FK Build, Resolv. and FK Facades.

Within this handbook where we refer to the “Company”, we mean the FK Group of Companies.

Within this handbook where we refer to your “manager” or “head of department”, we mean the person to whom you report on either a day to day basis or from time to time.

If you are employed by more than one Group company, where we refer to your “manager” or “head of department”, we mean the person(s) to whom you report within each company and where we refer to “company” this should be interpreted as referring to each Group company that employs you.

This handbook supersedes and replaces all earlier versions issued. If there is a conflict between the terms and conditions of employment outlined in this handbook and your Terms and Conditions of Employment, the terms of the statement of Terms and Conditions of Employment will apply.

The Company reserves the right to make changes, where necessary, to the terms of your employment and you will be notified of any minor changes as and when they occur.

If any significant changes to your contract are proposed, you will be fully consulted and given as much advance notice as possible. No changes will be made unreasonably or without due regard for your personal circumstances.

Unless specifically stated otherwise, the terms, conditions and benefits described in this handbook apply equally to employees on a fixed term, temporary contract with the Company.

Job description

Your responsibilities will include, but are not necessarily limited to, those shown on your job description.

Throughout your career with the Company, you will be expected and encouraged to broaden your knowledge and experience and, from time to time, you may be asked to undertake new responsibilities with consequent amendments to your job title and/or job description.

Similarly there may be other circumstances whereby the Company needs to change your job title or to appoint someone else to work alongside you in a joint capacity. You will be consulted fully in advance of any proposed changes but your full co-operation is nevertheless expected.

Code of conduct

In later sections of the handbook, you will find a detailed explanation of the Company's policies and rules. However the rules and regulations themselves won't encourage either enthusiasm for your job or result in efficiency at work; what is important is the spirit in which you interpret and carry them out.

Your manager will give you day to day direction and instructions to enable you to do your job effectively. You work as a member of a team and you must therefore abide by certain principles and codes of conduct so that the business can operate smoothly, efficiently and in the best interests of all those concerned with it. Team working also means that from time to time you will be asked to undertake duties other than those for which you are primarily employed; your full co-operation is expected on these occasions.

The following informal code of conduct summarises what is expected from you to ensure the smooth running of the business:

- a) To work efficiently, conscientiously and safely;
- b) To behave courteously and respectfully in all of your dealings with customers, colleagues and visitors;
- c) To participate fully in all aspects of 'customer service' (including internally to your colleagues) and to co-operate with all reasonable management requests;
- d) To refrain from engaging in any threatening, intimidating or discriminatory behaviour and to report immediately any behaviour of this nature you may witness, whether from a colleague, customer or visitor;

e) To observe breaches and regulations relating to health and safety and to report to your manager any breaches of those rules or any potential workplace hazards;

f) To seek help with your job if you need it;

g) To arrive punctually for your working day and to maintain a satisfactory level of attendance; and

h) To treat the property of the Company and its employees, customers, visitors and suppliers with care and respect.

Place of work

Your normal place(s) of work is specified within your Terms and Conditions of Employment. However, reasonable mobility forms part of your contractual terms and conditions of employment and from time to time we may need you to work from an alternative location on a temporary or permanent basis. This may be due to the needs of the business, to fulfil your training needs or as a result of disciplinary action and your full co-operation will be sought and expected.

There may also be occasions when you will be required to stay away overnight; wherever possible you will be given reasonable prior notice of any assignments requiring overnight absence and consideration will always be given to your personal circumstances.

In all cases where a proposed change is to be made to your normal place of work on a longer term or permanent basis, you will be fully consulted and given as much notice as possible. No transfer will be made unreasonably and once again consideration will be given to your personal circumstances.

Homeworking

The Company has always taken a flexible approach to homeworking and the recent significant changes to everyone's working practices, brought about by the coronavirus lockdown, have demonstrated that this arrangement can work well for both you and for the Company.

Going forward, since the lockdown restrictions have been lifted, whilst we envisage that office-based working will still be the norm, we are happy to consider homeworking as a more regular option for those employees whose work can readily be undertaken away from the office or site.

On a general note, we have recognised the benefits to be gained from making greater use of the available technological options as a means of reducing unnecessary business travel and for making the most effective use of working time, particularly for employees who are not based in the Altrincham office. With this in mind, we will endeavour wherever possible to hold team meetings by video conference using a platform such as Skype for Business, with participants able to 'attend' the meeting from a client's site, from another FK office or from home, as appropriate.

Permission for homeworking

- 1) Please note that permission for home working must be sought (and obtained) from a director in advance and only in the most exceptional circumstances, such as severe travel disruptions due to bad weather, will it be permissible for you to request home working on the day itself.
- 2) Once you have obtained verbal go-ahead from the relevant director about working from home, you will need to submit a request through the People HR system. To do this, please select the date in question and highlight in the 'Other Event' category, which will then be sent through to your manager for formal sign-off. This should be done a week in advance.

Scheduling your work

- 3) Homeworking is based on trust and we expect you to demonstrate effective time management skills, the ability to work without close supervision, together with self-motivation and flexibility.
- 4) Whilst it is acceptable for you to work non-standard hours, should you prefer, and as long as the job gets done, when working from home it is nevertheless your responsibility to ensure that colleagues, together with clients, suppliers and other individuals, as appropriate, can contact you readily by telephone and by email during core business hours.
- 5) If at any time it becomes clear that you working from home is not meeting operational or client needs, or if the Company has reasonable grounds to believe that you may not be working diligently, conscientiously and for your full contractual hours for the day, we reserve the right to refuse any future request for homeworking.

Equipment

- 6) You will need to ensure that you have all the necessary resources to hand to undertake your work as normal, for example a fast and reliable internet connection, mobile telephone, laptop computer and documentation.
- 7) The Company will provide you, as a matter of course, with a laptop and/or tablet and a smartphone, for business purposes. You will be permitted to use this equipment whilst working from home. As appropriate, you will also be provided with a standard VPN access to the Company's system, docking station and mouse for your laptop and/or keyboard for a tablet. If further, specialist equipment is required, please speak with your manager in the first instance.
- 8) If you are working from home on a frequent basis, for example at least one day each week, the Company will provide you with a suitable office chair & monitor. This will be supplied and delivered by our normal office furniture supplier & IT.

Alternatively, if you would prefer to source your own chair, please provide your manager with the details, including specification and cost, before you go ahead with the purchase. Once we are satisfied that the furniture is suitable and meets the necessary health and safety requirements, you will be able submit an expense claim to the value of what the item would have cost through our office furniture supplier; if your chosen furniture is more expensive, you will need to meet the additional cost yourself.

- 9) Please note that all company equipment, including any office furniture, has been provided for business use only and it must not be used by a member of your household or family.
- 10) You are also responsible for the proper care and maintenance of any company property that has been assigned to you. If any equipment that has been entrusted to you is lost, stolen or damaged whilst in your care and the Company considers it to be wholly or partly your fault (for example as a result of negligence or wilful/malicious intent on your part) we will require you to pay for the cost of any repair or replacement, either in full or part. In this event we reserve the right to make a deduction from your salary or from any monies which are owed to you.

You may also face disciplinary action, up to and including summary dismissal for gross misconduct.

11) If any company property that is entrusted to you is stolen or damaged (for example water damage), you must immediately report this to your manager.

Similarly, if you are experiencing IT problems or faulty software, you must report it without delay.

12) Please refer to page 105 for further information about our policy regarding Company property and note the recent policy sent out referring to the Company Equipment Returns Policy, in regards to returning equipment if you leave the company.

Health and safety

13) The Company will assume responsibility for the safety and testing of any equipment we supply to enable you to work off-site, including from home. All electrical equipment will be Portable Appliance Tested (PAT) by [whom? prior to being issued to you. If necessary, PAT testing will also be performed on the power sources in your home, on a case-by-case basis.

14) It is then your responsibility to ensure that you follow the Working from Home Guidelines drafted by the QSHE department. If necessary, the QSHE team will assist you in meeting the health and safety requirements for homeworking, including:

- Recommendations on how to create a clear demarcation of your work area, which may involve you sending photographs of the area and your workstation to the QSHE team.
- How to complete a Working from Home Risk Assessment, and the Workstation Self-Assessment.

It is then your responsibility to adhere to and comply with any recommendations the QSHE team has given you.

Expenses

15) You will be responsible for meeting your normal household running costs whilst working from home, for example, utilities including but not limited to gas, electricity, water and broadband connectivity. We do not envisage that any other expenses will be reclaimable from the Company, other than a one-off claim for office furniture (see point 8 above).

Insurance

16) The Company will make any required notifications to our insurers. Please note, however, that the Company's insurance policy only covers furniture and equipment provided by the Company, and for work-related activities only.

17) It is at your discretion whether or not you notify your home insurance provider of your home working situation, if you believe this is a requirement of your policy (typically, this is unlikely to affect your insurance premium).

Email and internet use

18) Please be aware that the company's IT policy, including the use of email and internet, will continue to apply whilst you are working from home.

19) Where the Company has reasonable grounds to be concerned about your internet and/or email use whilst working from home, including the nature or extent of your use, we reserve the right to monitor your activities at any time subject to the Privacy Notice set out within the Employee Handbook. To this end, we may use monitoring and email blocking software, for example, to track the websites you have visited, and the time spent at these sites. You will not always be informed in advance of the monitoring activity. Please refer to page 45 of the Employee Handbook for further details of the company's IT policy.

Pay arrangements

You will normally be paid monthly, in arrears, on or around 24th of each month for the full calendar month; monthly salary is calculated as one twelfth of your annual salary. In respect of any part months worked, for example when you first join the Company or when you leave, salary is calculated and accrued on a daily basis.

If there are any adjustments to be made to your basic pay after the payroll cut off, for example if you are absent from work, the adjustment will be made in the following month's payroll run.

You will receive a payslip each month showing your gross basic pay and the net amount credited to your bank account, together with any holiday or sick

pay and any deductions which have been made, for example income tax, national insurance and any contributions you have made to your pension.

On your first day of employment with the Company, please give your P45 and your national insurance number to your head of department. The Company will use the PAYE income tax code as stated on your P45 (or as subsequently amended by the tax office) and it is important to ensure therefore that we have the correct tax code for you as soon as possible so that you are not under or over taxed.

In the unlikely event that, for reasons beyond the Company's control, salary is paid later than normal, we will notify you as soon as possible and will take all reasonable steps to prevent this from causing you undue financial difficulties. However your co-operation will be sought and any such late payment will not constitute a breach of contract.

During the course of the year the Company will provide the tax office with all relevant salary and benefits information. Shortly after the end of each tax year in March, the Company will provide you with a form P60, which summarises your salary payments and any tax, national insurance and pension deductions over the preceding tax year. The Company will also prepare and submit a form P11d for HM Revenue & Customs, which lists the benefits in kind you have received over the course of the preceding tax year, for example Company car.

Please keep these documents in a safe place as we are unable to issue you with a duplicate copy if you lose the original.

If you need to contact HMRC, the national telephone helpline number is: 0300 200 3300. The PAYE references for each company is listed below. When contacting the tax office, you will be asked to give your national insurance number and the Company's reference code, which can be found on your payslip or P60:

- FK Facades:
PAYE reference: 080 / F1525
- FK Construction:
PAYE reference: 120/ EB39261
- FK Projects:
PAYE reference: 120/GA82322

Deductions from pay

Your salary will normally be paid without any contributions other than those authorised by statute, for example income tax and National Insurance Contributions. However there may be occasions where the Company will need to make another deduction(s) from your salary and the circumstances under which this might happen are described below.

You are required to consent to any legitimate and reasonable deduction from your pay. In the event that you have insufficient salary to cover the monies owing, you will be required to make a payment to the Company by alternative means. However in the event of a significant deduction we may agree an appropriate re-payment period with you to avoid causing the possibility of any financial hardship.

The deductions we will make include:

- a) Those authorised by Courts, for example an Attachment Order;
- b) Those authorised by the Child Support Agency, for example a Deduction from Earnings Order;
- c) Those to which you have specifically signified your agreement in writing for example pension contributions, etc.;
- d) Any holiday taken in excess of your accrued entitlement;
- e) Any payment made to you by the Company in error, for example overpayment of salary or sick pay;
- f) The repayment of a loan or advance on salary;
- g) The re-imbusement of external training costs and/ or professional development fees should you leave the Company within a specified period immediately following the training;
- h) The cost of repairing or replacing equipment that has been damaged, lost or stolen as a result of wilful damage or negligence on your part. This includes, for example, company vehicle, laptop computer, mobile 'phone and items of PPE.
- i) The cost of a parking ticket or any fine associated with a road traffic offence incurred whilst you were driving and/or responsible for a company vehicle;
- j) Any other monies due from you to the Company, for example reimbursing the Company for any charges to your fuel card. Personal ID & eligibility to work.

Personal ID & eligibility to work

On joining the Company, you will be required to provide your National Insurance number, documentary proof of your age and a document that includes a recent photograph of you to confirm your identity.

This may take the form of, for example, a passport or birth certificate.

If you are a non UK national, our offer of employment is conditional upon you having permission to take up paid work in the UK. You are required therefore to provide documentary evidence confirming your eligibility to work in the UK. For nationals of other countries, including those within the British Commonwealth, you will need to provide a copy of your visa/work permit, details of the date when it expires and any restrictions that apply to the hours you are legally entitled to work.

Please note that it is your responsibility and not that of the Company to ensure that you have documentary evidence confirming your eligibility to work in the UK and that, where applicable, you apply to renew your visa/work permit in sufficient time before the current one expires.

Employment references, qualifications & security check

Employment references

Any offer of employment made by the Company is subject to the receipt of satisfactory references.

If this condition is not fulfilled to the Company's reasonable satisfaction within a reasonable time, your employment will be null and void and neither you nor the Company will have any further liability to the other, save for any outstanding salary and other payments due to you since you commenced employment, and any ongoing obligations you owe to the Company.

Upon commencing employment with the Company, we will therefore take up references from your two most recent employers. If you have not worked for two employers or if we are unable to obtain a reference from them, we will contact a character referee (who should be a respected member of the community who knows you well but who is neither a close friend nor a family member).

When you leave the Company, and if asked to do so by your future prospective employer, we will provide

a short, factual reference confirming your dates of employment and position held at the time of leaving. Employment references are given and received in the strictest confidence and the contents will not normally be divulged to you.

Please also note an employment reference can only be given, on behalf of the Company, by a director. No-one else is authorised to provide a reference (whether in writing or verbally) and a breach of this rule will be regarded as a serious disciplinary matter.

Qualifications

The nature of our business and the importance of your individual contribution to our business success are such that we require a high standard of work performance and professional diligence from you at all times. In providing you with employment as described in your job description, it is assumed that you have the requisite qualifications, skills, experience and general ability as you have declared - and that the particulars contained in any curriculum vitae you have supplied, including details of your qualifications, and all other representations you have made (whether verbal or in writing) to the Company or any recruitment consultancy in relation to your employment are true and not misleading.

During the course of your employment you are required to bring to the Company's attention any matter that may affect your ability to carry out your job duties in full and to a satisfactory standard.

Should you fail to do so, or if it is subsequently discovered that you have knowingly provided false or misleading information in order to secure employment or promotion, you will be subject to disciplinary action up to and including summary dismissal for gross misconduct.

It is a condition of your employment that, where it is relevant to the nature of your work, you are fully qualified to operate the appropriate vehicles (including company car) and/or machinery and equipment to perform your duties and that you are able to provide a copy of your licence and/or similar documentary evidence of your qualification. You will be asked to provide the original documentation confirming your qualification and/or licence on your first day of employment and the Company will retain a photocopy on your personnel file.

Please note that you will not be permitted to operate vehicles and/or machinery and equipment until your manager is satisfied that your qualification is valid and up to date. If there is a delay caused by your failure to provide the original documentation confirming your qualification and/or licence, you may be allocated alternative duties or sent home without pay.

Security check

Whilst the Company recognises the application of the Rehabilitation of Offenders Act 1974 in respect of spent convictions, employees may be required to disclose details of criminal convictions to the Company. Any details of criminal convictions will be handled and processed in accordance with the Privacy Notice. If you fail to disclose information or if you provide misleading or inaccurate information, the matter will be treated with utmost seriousness and may result in disciplinary action being taken against you, up to and including summary dismissal.

If it is relevant to your job role the Company also reserves the right, where appropriate, to require you to agree to an independent security check via the Disclosure and Barring Service (DBS). Please note that in the event that the security check discloses a conviction or caution, it will not automatically follow that your employment will be terminated; the Company will make a decision taking into consideration the nature of your conviction and the job duties you are undertaking. Again such personal data will be dealt with in accordance with the Privacy Standard.

Changes to personal details

The Company needs to ensure that it maintains up to date and accurate employment records; these records are confidential and will not be disclosed to any unauthorised person. Please inform the finance department immediately if any of the following personal details change:

- a) Your home address and/or your contact telephone number (including mobile telephone number);
- b) Your surname and/or marital status;
- c) Your bank details;
- d) Your tax code;

e) The name, address and contact telephone number of your next of kin or the person who you would like us to contact in the event of an emergency;

f) Your dependants and/or your beneficiaries;

g) Your professional and educational qualifications and any licence you may have to drive vehicles or operate machinery.

Under certain circumstances, by law you have the right to request access to the information held by the Company about yourself. This will be made available to you on request, together with a description of the purposes for which the Company keeps this information, and to whom it may be disclosed. Please refer to the Privacy Notice section of this handbook for further information. Periodically you will, in any event, be asked to check that the data held by the Company is accurate and up to date.

Hours of work

Your normal hours of work are stated in your Terms and Conditions of Employment. From time to time, you will need to change your start and finish times and/or the days you work each week. From time to time you may also need to work over and above your normal contract hours in order to complete your duties in full and depending on the nature of your job, this may mean working in the evening and/or at the weekend.

All employees are expected to comply with any reasonable request to work additional hours. Unless your Terms and Conditions of Employment state otherwise, you will not normally be paid for any additional hours worked.

In all cases where your hours are to be increased or decreased on a permanent basis, or there is a change to the days you work each week, you will be fully consulted and the Company will, in so far as is reasonably practicable, try to balance the needs of the business with the needs of individuals. You will be given notice before any changes take effect, unless you are happy to commence the new working arrangements straight away.

Any significant and permanent change to your hours of work will represent a change to your contract of employment and as such, you will be given a copy of

the Amendment to Details Form and/or issued with an amended statement of Terms and Conditions of Employment, showing the details which have changed.

Working time regulations

Your hours of work should not exceed 48 each week except on an occasional basis. However your agreement will be sought to work additional hours from time to time as required and as a precautionary measure, you are therefore asked to voluntarily opt out of the working time provisions.

You may subsequently withdraw your opt out agreement by tendering three months notice in writing.

Start & finish times

Punctuality is very important and the starting time for your agreed working day is the time when you are ready to start work, not the time when you arrive on the premises. We expect you therefore to arrive in sufficient time to ensure that you are ready to begin work as soon as your working day starts. If you are frequently late for work, the Company reserves the right to make deductions from your pay for any time not worked; you may also face disciplinary action.

Similarly you must not leave work prior to your agreed finishing time. In the event that you need to take time off work during normal hours, or to leave early in the event of an emergency, please ensure that you seek authorisation from your manager (or, if your manager is unavailable, from another senior manager) before leaving the premises and then inform him/her of your return.

Travelling time

Unless you are field-based and your nominated place of work within your Terms & Conditions of Employment is shown as your home, any time spent travelling to and from home and your normal place of work will not normally be regarded as working time. However time spent travelling to (or between) the client's site(s) or to a business meeting at an off site location will normally form part of your working hours.

If you are travelling on Company business you are expected to travel at such times and in such a manner as to arrive punctually and to complete your work in a timely manner.

Breaks

If your working day is six hours or longer you are entitled to an unpaid lunch break of one hour, to be taken between 12.00 noon and 2.00 pm or at a suitable alternative time during your working day, as agreed with your manager. Please note that the break cannot be taken either at the start or end of your working day or to amend your start and finish times. In practice, you will normally also have opportunities to take additional informal breaks from your workstation during the course of your day, for example to make a hot drink. This system is based on trust and we expect all employees to observe the spirit in which it is intended; anyone found to be abusing the system and taking an excessive number of breaks or breaks of an extended duration, without good reason, will be subject to disciplinary action.

Bank holiday working

Some departments or sites will open for business as usual on the statutory bank or public holidays and you will be expected to comply with any reasonable request to work on these days. In the event that you work on a bank holiday you will be given an alternative day off in lieu. Wherever possible, we will give you advance notice if it is anticipated that there will be a requirement for bank holiday working.

Probationary period

All employees will complete a probationary period when they first join the Company. Unless stated otherwise in your statement of Terms and Conditions of Employment, the probationary period will be three months.

During the probationary period your performance and conduct will be monitored and reviewed with you. Where necessary the Company reserves the right to extend your probationary period by up to a further three months, in which event you will be informed of the reason for the extension.

It is our policy always to offer support to employees who may be struggling with their work, particularly during their first few months with the Company. We recognise that some employees may take longer to settle into their job and in the event that your manager is concerned about your standard of performance or conduct, you will be counselled and where appropriate given further training or coaching.

We will only terminate your employment as a last resort where there has not been a satisfactory and sustained improvement in your work performance and/or conduct or where your manager believes that it is unlikely you will meet the standard or performance and/or conduct the job requires. In these circumstances your employment may be terminated either during or at the end of your probationary period, subject to one week's notice; please note therefore that the normal disciplinary procedure does not apply during the probationary period.

Leaving the Company

If you decide to leave the Company you will be asked to confirm your resignation in writing. All employees, including temporary staff employed on a fixed term contract, are entitled to receive, and are required to give, formal notice.

Your Terms and Conditions of Employment and/or your offer letter will specify both the notice you are required to give the Company if you wish to resign, and the notice we will give to you if your employment is terminated. Please note that the notice provision from the Company excludes circumstances where you are summarily dismissed for gross misconduct, where dismissal is without notice or pay in lieu of notice.

Unless agreed otherwise by a director, you will be required to give and to work your notice period in full unless, for example, it is agreed that you can use your outstanding, unused holiday entitlement during your notice period. Please note that if you are required to complete a project during your notice period, a request for holiday leave may be refused in which event any outstanding holiday entitlement will be paid in lieu with your final monies.

The Company reserves the right for all or part of your notice period to require you to carry out reasonable, specified duties other than your normal duties or to place you on "garden leave" during which time you will not be required to attend work – although you will need to make yourself available during normal working hours should your services be required.

Whilst on garden leave, you may be excluded from the Company's premises and instructed not to communicate with customers, fellow employees or other third parties, for example suppliers. During any period of exclusion you must return all property belonging to the Company.

Trade union membership

The Company does not recognise a trade union for the purposes of collective bargaining and there are no collective agreements in place with Trade unions that directly affect the terms and conditions of your employment. Membership of a trade union is a matter of personal choice for each individual.

SECTION THREE: EMPLOYEE BENEFITS

Holiday entitlement

The Company recognises the importance of holiday leave and you are encouraged to take this time away from the workplace to relax and refresh yourself.

All employees are entitled to paid holiday leave, including employees on a fixed term temporary contract of employment. The holiday year runs from 1st April to 31st March and your annual holiday entitlement is specified in your Terms and Conditions of Employment.

As a general guide, you will accrue holiday entitlement at the approximate rate of one twelfth of your annual entitlement for each month worked during the course of the holiday year. In respect of any part months worked, for example when you join or leave the Company, your holiday entitlement will be calculated pro rata, based on the number of days you have worked in the month in question.

Holiday rules

- 1) The minimum period of holiday leave is half a day and, under normal circumstances, the maximum period is two calendar weeks.
- 2) During your first three months of employment you will not normally be allowed to take holiday in excess of that accrued to date.
- 3) All holiday leave dates must be agreed by the Company before you make any booking or a holiday arrangement with family and friends. You are asked to make a formal written request for holiday, using the holiday booking form, and to wait for the holiday booking form to be authorised and a copy given to you, before you finalise your plans. You are asked to give as much advance notice as possible and in any event no less than twice as long as the holiday leave requested; for example if you wish to take a fortnight's holiday you must give a minimum of four weeks' notice.

4) Please note that if you take holiday leave which has not been authorised in advance and/or you fail to return to work at the end of your agreed holiday leave, you will be subject to disciplinary action up to and including summary dismissal for unauthorised absence.

5) The Company will make every reasonable attempt to accommodate your requested leave dates, however we reserve the right to refuse a holiday subject to the operational needs of the business. To ensure that we can provide adequate staffing cover for your department/site, you will not normally be permitted therefore to take a holiday at the same time as your immediate work colleagues and if several employees request a holiday at the same time it will be granted on a "first come first served" basis.

6) You will normally be asked to spread your holiday leave dates over the course of the year and to take some of your leave outside the peak holiday and trading periods. It is your responsibility and not that of your manager to plan your holiday dates and as a general rule you should aim to take half of your holidays during the first six months of the holiday year;

please do not leave your holidays until the end of the year as we may not be able to accommodate some or all of your requested dates and you will lose them.

7) The Company normally closes its offices, or operates a skeleton staff, over the Christmas and New Year period; we will publish the dates of the Christmas shutdown at least three months in advance and we reserve the right to ask you to set aside enough of your annual holiday entitlement to cover the closure. Typically this will up to five days.

8) You are encouraged to use your holiday entitlement in full. It is your individual responsibility to keep an accurate record of the holiday leave you have taken and your outstanding entitlement for the year.

9) Any unused leave remaining at the end of the holiday year will normally be lost; as such any outstanding holiday entitlement will not be carried over into the following year and it will not be paid in lieu. The only exception to this rule is where it has genuinely not been possible for you to take your holiday in full due to business reasons. In these circumstances, subject to prior agreement and authorisation from a director, you may carry forward up to five days holiday from your annual entitlement.

10) If you experience sickness or sustain an injury whilst on authorised paid holiday leave, your holiday entitlement will be preserved unless you were physically able to take your holiday as planned. You will however be asked to provide a valid medical certificate to confirm the nature of your illness or injury and when it first started. Please note that whilst you may be eligible to receive payment of Statutory Sick Pay (SSP) during a period of sickness that falls whilst you are on holiday, you will not normally be entitled to receive company sick pay even if your Terms and Conditions of Employment provide for this discretionary benefit. Please refer to pages 26 and 27 for further information about SSP rules and eligibility.

11) Should you take holiday leave which has not been authorised in advance, you will be subject to disciplinary action up to and including summary dismissal for unauthorised absence.

12) Upon leaving the Company any unused holiday entitlement accrued to date will be paid to you in your final monies; if you have taken more holiday at the time of leaving than you have accrued, the excess will be deducted from your final monies.

13) You may request to take some or all of your remaining holiday leave during your notice period and permission will normally be granted, subject to individual circumstances and the needs of the business. Please note that the Company reserves the right to require you to take any unused Company holiday entitlement during your notice period.

Pension

The Company operates a workplace pension scheme which provides a tax efficient way of saving a regular amount each month from your salary for your retirement i.e. provided the rules of the scheme are met, you will pay no income tax or national insurance on any monies you pay into your pension. You will be eligible to join the scheme once you have completed 3 months continuous service with the Company.

The current scheme provider is Royal London and further information is provided in their pension booklet. The Company reserves the right to change pension provider and/or to discontinue or to amend the terms of the pension scheme at any time at its sole discretion.

Westfield Health

Medical & dental cover

All permanent employees are eligible to apply for medical cover with Westfield Health's Advantage Corporate Health Cash Plan. The plan gives you money back towards the cost of your everyday healthcare expenses (up to set limits) such as new glasses or contact lenses, dental check ups, chiropody and therapy treatments. Further information, including a policy booklet, is available from the HR Department.

There is also the facility for you to extend the cover, at your own expense, to include your partner. By doing so, as a couple, if you have any dependent children they will be covered under both of your policies - effectively giving them double benefit allowances.

To contact Westfield Health, or to find out how to make a claim, visit www.westfieldhealth.com, click on 'My Westfield' and follow the instructions on screen.

Please note that it will be at the sole discretion of the Company which provider and/or which scheme is provided and the Company reserves the right to amend the terms of the scheme or to withdraw it completely at its sole discretion.

The Company also reserves the right to terminate your employment whether or not such termination has the effect of you losing the benefit of this cover.

Employee Advisory Service

The Company recognises that there may be occasions when you may need advice and/or assistance that cannot be provided by your manager or by a colleague or friend. We have therefore engaged the professional services of Westfield Health who provide a free telephone helpline giving you access to expert legal advice and counselling services, including help with:

- Emotional health issues (for example relationship problems and stress)
- Legal problems (including domestic and family law)
- Financial advice (in the event of debt related problems)
- Medical advice (for example advice about vaccinations and overseas travel)

The helpline is confidential and your details or the nature of your query(s) will not be divulged to the Company. The helpline number is 0114 230 2000 or alternatively you can email them at enquiries@westfieldhealth.com

Bonus scheme

The Company operates a bonus scheme which pays an annual bonus based on individual performance. The decision to award bonuses in any year will be made by the Company at its absolute discretion and payment of bonus in one year does not guarantee payment of bonus in future years.

Entitlement to a bonus is subject to your continued employment and will not be payable in the event that notice to terminate your employment has been given by you or the Company.

Please note that all bonus schemes are discretionary, non-contractual and will be subject to periodic review and change. The Company reserves the right, at its absolute discretion, to terminate or amend the bonus scheme without notice at any time, or to exclude you from participation in this or any other bonus scheme without giving any reason.

Business dress

As one of our employees you represent the Company and especially if you have regular face to face contact with customers, your appearance and conduct will affect the impression you make about yourself and the Company.

Whilst formal business attire is not required (except on occasions when you will be meeting with customers or attending external business meetings), you are nevertheless required to maintain a high standard of personal grooming and hygiene and to wear tidy, presentable, well laundered clothing which is appropriate to a work environment.

The Company will be the final arbiter of the appropriateness of an employee's attire. If you report for work failing to meet acceptable standards of grooming or cleanliness or if you are inappropriately dressed, you will be sent home without pay and asked to report back for work properly presented.

If you are provided with protective clothing and/or footwear for particular duties or when working in a particular part of the site, for example steel toe boots, high visibility vest and protective head gear, it must be worn as directed. Failure to do so will be regarded as a disciplinary offence.

If, due to normal wear and tear, you need to replace an item of PPE please speak with your manager; please note that it is not acceptable under any circumstances for you to take items of PPE from stock without prior management authorisation. If you need to replace any lost or damaged item(s) of PPE we reserve the right to make a deduction from your salary for the cost of the replacement item(s) if we have reasonable grounds to believe that the loss or damage was the result of carelessness, neglect or wilful damage on your part.

If you leave the Company, we reserve the right to ask you to return any protective clothing we have provided.

Refreshments

Drink facilities are provided for the convenience of all employees and during the course of your working day you may take advantage of the free beverages provided, including coffee, tea and water.

Please note that this system is based on trust and you are expected to comply with the principle that the number of short, unofficial breaks you take during the course of the working day to get a beverage is reasonable and that, having made the drink, you will return immediately to your work station to consume it. You must ensure however that any food or beverages are consumed out of sight of customers and visitors.

Please also ensure the facilities are left in a clean and tidy condition after use and used cups and mugs are returned to the kitchen area and not left in your work area.

Care must be taken when using hot or electrical equipment. Please note that for health and safety reasons personal, portable electrical appliances, for example a kettle or toaster must not be brought onto Company property.

Training & development

The Company is committed to the training and development of all employees to ensure that they have the necessary skills and knowledge to be able to carry out their duties effectively.

Furthermore it is Company policy to give every employee the opportunity to continually develop their skills and abilities to their full potential whether through attendance on external training courses or via coaching, mentoring or involvement in projects.

Your manager will normally assess your training needs

when you first join the Company and will provide you with the necessary support and instruction to help you perform your job well and where appropriate, to progress your career.

Performance Appraisal

As part of the ongoing process of review and development, all employees will have an annual appraisal discussion with their head of department.

An effective appraisal process has benefits for both you and the Company and you are asked therefore to prepare fully for the interview and take an active part in the process.

In the appraisal meeting, in conjunction with your manager, you will establish your key job responsibilities and priorities for the coming year. Clear and focused objectives will then be agreed which will enable your manager to evaluate your performance on an ongoing basis. This will in turn highlight your long term and short term training and development needs.

Professional qualifications

The Company is happy to support an employee who wishes to study for a further professional and/ or academic qualification, which is relevant either to their current role or to their personal development plan. As such we will consider contributing in part or full to the cost of any such course and you will also be advised of the amount of paid time off that you may be entitled to for exam leave (please see page 29 for further information regarding exam leave).

If you embark on a course of study which is sponsored by the Company, you will be asked to agree to reimburse the Company should you leave our employment either during the course of your study or within an agreed period of time thereafter.

The cost of any training will be recovered, as detailed in the table overleaf.

The cost of any training will be recovered as follows:

Period in which employment ends	Proportion of course fees payable
1st year after completion of the course	Whole course costs
2nd year after completion of the course	50%
3rd year after completion of the course	25%
4th year after completion of the course	Nil of the course

The monies you owe the Company by way of reimbursement of training costs will normally be deducted in whole or in part from your final salary, which for this purpose includes basic salary, holiday pay, sick pay, any payment in lieu of notice, any bonus or outstanding expenses or other payments due to you when your employment ends.

SECTION FOUR: GENERAL POLICIES & RULES

Sickness absence

The Company's sickness absence policy has been designed to allow you time off work where it is unavoidable and where the nature of your illness or injury genuinely prevents you from coming into work. We are happy to support an employee who is genuinely incapacitated for work through ill health but we regard malingering as serious misconduct.

In instances where you yourself are not ill or injured but where you need time off to look after a child or dependent family member who is, please speak to your manager immediately. We will view requests of this nature sympathetically and provided it is unavoidable we will make every reasonable attempt to accommodate your leave, subject to the operational needs of the business.

You are not entitled to claim sick pay during leave of this nature and it will therefore be unpaid (or may be taken from your annual holiday entitlement if your manager agrees to this). For further information about taking time off work for family reasons, please see the relevant section on page 39.

Notifying the Company if you are unwell

The Company has a formal sickness absence reporting procedure, which is explained below. To give the Company the opportunity to arrange cover for your absence, if you are ill or injured you must telephone your manager as soon as you know you won't be attending work and no later than one hour before your working day is due to start.

If your manager has not yet started work or is unavailable when you telephone you will be required to call again to speak to him/her in person or to a more senior manager in the Company. It is not acceptable to leave a message with another member of staff or to send an email or text message.

Only in exceptional circumstances where the nature or severity of your illness or injury makes it impossible for you to get to a phone, will it be permissible for a close relative or partner to call on your behalf.

During your absence you should continue to telephone your manager on a daily basis, until your manager agrees otherwise, to let the Company know of your progress and anticipated length of absence.

You will also be expected to maintain regular contact with the Company during any period of extended sickness absence (i.e. absence of more than one week) and normally we would ask you to telephone your manager once a week. It is not acceptable simply to submit a Fit Note from your doctor without also making contact with your manager. Should you need to seek further advice from your doctor as to whether you are fit to return to work, you will be asked to telephone your manager immediately following your doctor's appointment with an update.

Failure to comply with the sickness absence reporting procedure will result in company sick pay being withheld and/or in disciplinary action being taken up to and including dismissal.

Sick Pay

If you are off work due to illness or injury, you will normally be eligible to receive statutory sick pay (SSP) from the Company. However in addition to this we operate a discretionary company sick pay scheme for all employees upon successful completion of six months continuous service.

During the course of the sick pay year (i.e. 1st April to 31st March), you will be eligible to receive company sick pay if you are genuinely unable to come into work through unavoidable illness or injury. Company sick pay makes up the difference between any SSP payable and your normal basic salary (please note

that basic salary does not include, for example, any overtime or bonus payments).

The maximum company sick pay entitlement you may be eligible to each year is as follows:

Length of Service	Entitlement
Less than six months	Nil
Six months to one year	One week
One year and above	Four weeks
Five years or more	Twelve weeks

Please note that you do not have an automatic entitlement to receive company sick pay and payment is subject to certain qualifying criteria (see below for further details).

If, at the end of the sick pay year, you have exhausted your maximum entitlement to company sick pay and are still absent from work, you will not qualify for a renewed entitlement to company sick pay during your ongoing absence and the Company will not be obliged to make any further payments to you. Any new entitlement to company sick pay is normally only triggered once you have returned to work and sustained normal attendance for minimum of eight weeks.

However, in exceptional circumstances the Company may exercise its discretion to extend the payment of company sick pay to you (in whatever amount the Company may decide); in these circumstances please note that the payment of company sick pay may be varied or discontinued at any time and that a payment of discretionary company sick pay on one occasion does not guarantee similar discretionary payments on any future occasion.

If you are absent from work for any reason (excluding annual and public holidays) for a period or periods in excess of twenty four weeks in any period of 12 months the Company will be entitled to terminate your employment at any time by giving written notice; in this event notice will be deemed to have been given on the date specified in the dismissal letter.

Withholding sick pay

Sick pay (both SSP and company sick pay) may be withheld under certain circumstances, for example:

- a) Where the Company has reasonable grounds to believe that you are not genuinely incapacitated for work by illness or injury;
- b) Where the nature of your illness or injury is believed to be self inflicted, for example hangover, sunburn or sporting injury;
- c) If you fail to follow the correct sickness absence reporting procedure (see page 25 for further details) to give an explanation for your absence;
- d) If you fail to complete a self certification form or where necessary to provide a doctor's certificate (see below for further details);
- e) Where you are absent from work during disciplinary proceedings, citing sickness as the reason for absence (in these circumstances SSP is normally still payable but company sick pay will be withheld);
- f) Where you have failed to respond to a reasonable request for further information about your condition or prognosis, including refusing permission for a medical report (in these circumstances SSP is normally still payable but company sick pay will be withheld).

Sickness whilst on holiday

If you are ill or injured during a period of authorised holiday leave and you comply with the requirements of the Company's absence reporting procedure, including the provision of a valid medical certificate for the day(s) you were ill, the sick day(s) will normally be treated as sickness absence unless you were physically able to go ahead with your holiday, as planned. In this situation the corresponding period of holiday leave will be credited back to your annual entitlement.

Please note that whilst you may be eligible to receive payment of Statutory Sick Pay (SSP) during a period of sickness that falls whilst you are on holiday, you will not normally be entitled to receive company sick pay even if your Terms and Conditions of Employment provide for this discretionary benefit. Under SSP rules the first three days of any period of sickness absence are regarded as "waiting days" and, as such, are unpaid; eligibility for SSP therefore starts on the 4th day of absence.

GP Fit Notes

If your absence lasts for more than seven consecutive calendar days (including any days that you wouldn't normally work), you must provide a 'Statement of Fitness for Work' certificate (referred to as a Fit Note) from your GP, or from a hospital, to cover your absence from the 8th day onwards; backdated Fit Notes are not valid and will not be accepted.

It is your responsibility to ensure that a Fit Note is submitted to your manager either in person, by email or post, on time and as soon as it is issued. If you anticipate that you may require further time off work when your current Fit Note expires, it is essential that you contact your doctor's surgery in sufficient time to ensure that you can get an appointment before your current note expires.

Where sickness absence falls immediately before or after a holiday period (including a bank holiday) or a social event related to your work, the Company may ask you to provide a valid Fit Note from your GP irrespective of the duration of your absence.

We recognise that most GP surgeries are very busy and your doctor may therefore have only a few minutes in which to assess your stated condition in any detail. In a situation where the Company needs to ascertain further information we may ask for your permission to write to your GP for a detailed medical report.

Returning to work

On your return to work you will be required to complete a self certification form, giving the details of your illness or injury; this form is available from your manager. Please note that giving false information in order to receive sick pay is both unlawful and a breach of Company procedure and will lead to disciplinary action, up to and including summary dismissal for gross misconduct.

You will also be required to attend a return to work interview with your manager; under normal circumstances this will be on the first day of your return to work. If you wish, you may have a colleague with you at the meeting to act as a companion.

Please note that if you have been absent with an infectious or contagious disease such as rubella or hepatitis you will not be permitted to return to work without formal written clearance from your doctor.

Conduct whilst on sick leave

In all cases of sickness or injury which necessitates you taking time off work, it is expected that you will do your utmost to facilitate a speedy return to fitness and to work. In this regard, you are trusted to act sensibly and honestly. To help all employees understand what might raise doubts or queries in the mind of the Company concerning any sickness absence they may have (or self-certificates or Fit Notes they submit), we have drawn up some guidelines concerning acceptable conduct and activities during any periods of absence you may have due to sickness or injury. If you are absent from work due to sickness or injury, the Company would not normally expect you to:

- a) Participate in any sports, hobbies or social activities which are in any way inconsistent with your alleged illness or injuries, or which could aggravate the illness or injury, or which could delay your recovery;
- b) Engage in any work around the home which is inconsistent with your alleged illness or injuries or which could aggravate the illness or injury, or which could delay your recovery, for example home improvements or the like;
- c) Engage in any other activity which is inconsistent with the nature of your alleged illness or injuries (for example to be seen walking round town carrying bags of heavy shopping when you have an alleged back injury);
- d) Undertake any other employment whether paid or unpaid. If you declare yourself incapacitated from work in relation to your employment with the Company, it will not be deemed proper conduct for you to undertake any other duties or to work for another employer or in self employment whilst you are off sick. Clearly the Company would expect you to do everything possible to ensure you make a speedy recovery.

Disciplinary action

Under certain circumstances your sickness absence will be investigated as matter of course (see below) and you may also subsequently face disciplinary action:

- a) Where the Company has reasonable grounds to believe that you are not genuinely incapacitated for work by illness or injury;

- b) Where you have had repeated spells of persistent short term sickness absence for minor, unrelated conditions that cumulatively amount to ten days and/or three or more separate periods of sickness absence (whether self certified and/ or medically certificated) in a rolling six month period;
- c) Where you have failed to follow the sickness absence reporting procedure;
- d) Where you have failed to complete a self certification form or where necessary to provide a doctor's Fit Note;
- e) Where you have failed to respond to a reasonable request for further information about your condition or prognosis, including refusing permission for a medical report;
- f) Where you are absent from work during disciplinary proceedings.

Long term or persistent sickness absence

The Company will be sympathetic if you experience a serious illness or injury which results in you needing to take long term absence or repeated periods of absence from work. In this situation we may need to seek an expert medical opinion and may ask for your permission to contact your doctor for a detailed medical report and/or we may ask you to undergo an independent medical examination or occupational health assessment. Please refer to your Terms and Conditions of Employment for further information about the Company's contractual rights, together with your contractual obligations, as regards medical reports and examinations.

Information shared between you and your doctor is confidential. You will not be asked to divulge information of a personal or sensitive nature but we will need to know why you are absent and the extent to which the nature or severity of your condition incapacitates you for work. The Company will respect the confidentiality of all information relating to your sickness and we will ensure we comply with our responsibilities under the data protection legislation and the Access to Medical Records Act 1988.

The purpose of seeking expert advice is to help the Company to reach a fair and appropriate decision regarding your continuing employment by establishing such things as your anticipated length of absence, when

and if you are likely to be fit to resume your normal range of duties and whether you are likely to experience recurring problems in the future. Once we have done so, we can agree with you how best we can support you with a view to helping you return to work; your agreement and co-operation will therefore be sought in these circumstances.

If you are experiencing difficulty in returning to work either through illness, injury or disability, we will make every effort to accommodate you either on a temporary or permanent basis, for example making reasonable changes to your existing duties or working arrangements or moving you into a less physically demanding job. Whilst the Company reserves the right to terminate your employment on health grounds, we view this as the last resort once all other options have been explored.

In cases where your continuous absence exceeds four weeks, the Company reserves the right, where appropriate, to temporarily suspend certain employee benefits and/or the facilities associated with your work, for example company vehicle, company mobile phone or IT equipment. In doing so, the Company is in no way pre-empting the outcome of your ongoing absence and all benefits and facilities will be re-instated upon your return to work.

If you are in receipt of private medical insurance from the Company, we reserve the right to terminate your employment due to incapacity through ill health whether or not such termination has the effect of you losing this benefit.

Ill-health and disability

For the purposes of the Equality Act, a person is regarded as having a disability if they have a "physical or mental impairment which has a substantial and long term adverse effect on their ability to carry out normal day-to-day activities".

The effect of an impairment is deemed to be long term if it has lasted, or is likely to last, at least 12 months.

Normal day-to-day activities are defined as: mobility, manual dexterity, physical co-ordination, continence, ability to lift, carry or otherwise move everyday objects, speech, hearing or eyesight, memory or ability to concentrate, learn or understand, or perception of the risk of physical danger.

Before the Company takes any action regarding an employee's sickness absence, all reasonable

attempts will be made to determine whether they have a disability. In any circumstance where you believe that you may have a disability, you should inform a director immediately so that the Company may consider any reasonable steps to be taken and how best we can support you.

Where it is determined that you have a disability, it may be necessary to consider making a reasonable adjustment(s) to your working conditions and/or working arrangements. Additional consideration may be given, and exceptions made, in the application of procedures for short/frequent and long term sickness absence.

Medical appointments

Routine medical appointments to see your doctor or dentist should be made where possible outside your normal working hours. Where this is not practical you will be given reasonable paid leave. Except in cases of genuine emergency, you should give adequate prior notice of the appointment and be prepared to provide evidence of your appointment, if requested by the Company.

Please ask your manager for further information about time off for ante-natal appointments.

Time off for working parents

Useful information about all forms of leave for working parents can be found on the following government websites:

- Direct Government: www.direct.gov.uk
- HM Revenue & Customs: www.hmrc.gov.uk

Maternity

If you are pregnant please inform your manager straightaway. You will normally qualify for maternity leave irrespective of your length of service and will have the right to return to work in the same kind of job as you had before (or if this is not possible, to another suitable job on no less favourable terms and conditions). You may also have the right to receive maternity pay from the Company.

Please note however that if you are employed on a temporary fixed term contract your entitlements may be different.

Detailed information is available from the Finance Department regarding your maternity rights and

what you need to do, and when. The current statutory maternity provisions for eligible employees are set out below.

Maternity leave

- a) You will be entitled to take up to 52 weeks' maternity leave; this is comprised of 26 weeks' ordinary leave and 26 weeks' additional leave.
- b) The minimum period of leave you can take is two weeks; this means that you will not be allowed to return to work within the first two weeks following the birth of your baby.
- c) You can choose when to start your maternity leave. The earliest date your leave can commence is 11 weeks before your expected week of childbirth and the latest date is the day after you give birth; in practice however most women will want to start their leave a few weeks before the baby is due.
- d) If you subsequently decide to bring forward (or to delay) the start of your maternity leave you must give the Company at least 28 days' notice of your revised leave date.
- e) Please note that if you are absent from work for a pregnancy related illness after the start of the 4th week before your expected week of childbirth, your maternity leave will start automatically on the first day of sickness absence.
- f) Should you decide, either before or during your maternity leave, that you do not wish to return to work please notify your manager in writing. You will not forfeit or be asked to re-pay any of the statutory maternity pay to which you are entitled.
- g) If you wish to return from maternity leave earlier (or later) than originally planned, speak to your manager straightaway and confirm your intentions in writing, at least 8 weeks before you wish to return.

Maternity pay

- a) Provided you have 6 months' service or more at the beginning of the 15th week before your expected week of childbirth and your weekly salary is above the lower earnings level (which means that you pay national insurance on your earnings), you will be eligible to receive Statutory Maternity Pay (SMP) for a period of 39 weeks.
- b) If you have insufficient service to qualify for payment of SMP from the Company, we will

complete form SMP1 for you which will allow you to apply for a Maternity Allowance from the Department for Work & Pensions.

c) The first 6 weeks of SMP are paid at 90% of your normal weekly salary and the remaining 33 weeks are paid either at the standard rate of SMP (or 90% of your salary if this is less than the standard rate of SMP). Please note that SMP is subject to deductions for tax and national insurance, as normal.

d) If you are entitled to SMP you will receive the payment regardless of whether or not you wish to return to work after the birth of your baby.

Time off for ante-natal care

Once you have notified the Company that you are pregnant, you will be entitled to take reasonable paid time off work to attend ante-natal appointments as advised by your doctor, registered midwife or registered health visitor. Ante-natal care may include relaxation and parent craft classes that your doctor, midwife or health visitor has advised you to attend, in addition to medical examinations.

In order to be entitled to take time off for ante-natal care, you will be required to produce a medical certificate from your doctor, registered midwife or registered health visitor stating that you are pregnant. Except in the case of the first appointment, you should also produce evidence of each appointment, such as an appointment card.

You should endeavour to give your line manager as much notice as possible of ante-natal appointments and, wherever possible, try to arrange them as near to the start or end of the working day as you are able.

Sickness absence during pregnancy

If you are absent from work during your pregnancy due to sickness, you will receive company and/or statutory sick pay as normal, provided that you have not yet begun your maternity leave. If, however, you are absent from work due to a pregnancy-related illness after the beginning of the fourth week before your Expected Week of Childbirth, your maternity leave will usually start automatically.

Taking maternity leave

To be eligible for maternity leave and, where appropriate, maternity pay, you must satisfy certain conditions. These are to write to the Company, by

completing and submitting a Maternity Leave Form, no later than the 15th week before your baby is due, to tell us formally:

- a) That you are pregnant;
- b) Your expected week of childbirth i.e. the date when your baby is due;

Please note that you will be asked to provide a copy of your Maternity Certificate, Form MAT B1, as soon as it is issued by your doctor or midwife. This certificate confirms your expected week of childbirth. The Maternity Leave Form is available either from your manager or from the Finance Department.

- c) The date you wish to start your maternity leave.

Once you have notified the Company in writing that you are pregnant and told us when your baby is due, we will write to you within 28 days confirming your entitlements, including your provisional maternity leave dates.

During your maternity leave

During your maternity leave we will keep in touch with you as a matter of course. There is also the option, should you wish, to work up to ten days during your maternity leave period (known as “keeping in touch” days) which will enable you to come into work to keep abreast of news and any developments.

These ten days can either be worked in one block or taken as odd days, as convenient to the Company and yourself, and you will be paid for the days you work at your normal salary, without it affecting your maternity pay.

Please note however that the keeping in touch facility is designed to cover specific events that it would be beneficial for you to participate in, for example, a training day; it isn't intended to encourage someone on maternity leave to come into work for a routine shift.

You will also be invited to attend any key events that are taking place during your absence, including social events. Whilst we'd encourage you to participate wherever possible, your attendance at these events is nevertheless entirely voluntary. You will not be penalised for not having used the keeping in touch days.

Paternity leave

Paternity leave is designed to give expectant fathers leave to care for their baby and/or to support the mother following the baby's birth.

Detailed information is available from the Finance Department regarding your entitlement to paternity leave and paternity pay together with the rules regarding taking the leave.

The current statutory paternity provisions for eligible employees are set out overleaf.

Ordinary Paternity Leave

a) To qualify for Ordinary Paternity Leave you must:

- Be the baby's father or the husband, partner or civil partner of the baby's mother (partner means the person who lives with the mother and baby in an enduring family relationship but is not a relative of the mother. For simplicity the term 'father' will be used in this form to mean both biological father and partner);
- Have the main responsibility for the upbringing of the child (apart from the mother) and the request for leave is for the sole purpose of supporting the mother and caring for the newborn or adopted child;
- Have at least 26 weeks' continuous service with the Company at the beginning of the 15th week before the baby is due and then remain in continuous service with the Company until the baby is born;
- Comply with the notification provisions set out below.

b) If you meet all of the qualifying criteria set out above you will be eligible to take two weeks' Ordinary Paternity Leave around the time of the birth of your child.

c) You can start your Ordinary Paternity Leave on the day your child is born or alternatively you can choose the weeks you wish to take, provided it is within 56 days of the birth of your baby.

d) Ordinary Paternity Leave must be taken as either one week's leave or two consecutive weeks' and cannot be split into separate weeks or days' absence.

e) To take Ordinary Paternity Leave, you must:

- Supply documentary evidence of your wife's/partner's expected week of childbirth. This will normally take the form of a copy of her Form MAT B1 (also known as the Maternity Certificate);
- Give the Company 28 days' notice prior to taking paternity leave by completing and returning the Paternity Leave Form for Ordinary Paternity Leave. The Paternity Leave Form is available from the Finance Department.

Ordinary Statutory Paternity Pay

a) To qualify for Ordinary Statutory Paternity Pay (OSPP), you must have at least 26 weeks' continuous service with the Company at the beginning of the 15th week before your baby is due and then remain in continuous service with the Company until the baby is born.

b) Your weekly earnings must also be at or above the minimum Lower Earnings Level; this means that you need to earn sufficient to pay national insurance contributions on your earnings from the Company.

c) Ordinary Statutory Paternity Pay (OSPP) is payable whilst you are taking Ordinary Paternity Leave i.e. up to two weeks. OSPP is payable as either a fixed weekly rate set by the Government or at 90% of your normal weekly earnings, whichever is the lower amount.

Please refer the following website for details about the current rate of statutory paternity pay:
www.direct.gov.uk

d) Ordinary Statutory Paternity Pay is subject to PAYE and National Insurance deductions as normal.

Additional Paternity Leave:

a) To qualify for Additional Paternity Leave you must:

- Be the baby's father or the husband, partner or civil partner of the baby's mother (partner means the person who lives with the mother and baby in an enduring family relationship but is not a relative of the mother. For simplicity the term 'father' will be used in this form to mean both biological father and partner);
- Have the main responsibility for the upbringing of the child (apart from the mother) and the request

for leave is for the sole purpose of supporting the mother and caring for the newborn or adopted child;

- Have at least 26 weeks' continuous service with the Company at the beginning of the 15th week before the baby is due and then remain in continuous service with the Company until the baby is born;
- Show that the baby's mother is entitled to maternity leave and to Statutory Maternity Pay from their employer (or to Maternity Allowance from the Department for Work & Pensions).
- Comply with the notification provisions set out below.

b) If you meet all of the qualifying criteria set out above you will be eligible to take between two and 26 weeks' Additional Paternity Leave, to care for a child under the age of one, if the mother has returned to work (whether for her employer or in self employment) before the end of her maternity leave.

c) In these circumstances the mother must have at least two weeks of her statutory maternity leave remaining; if she has less than two weeks' leave remaining, you will not be eligible to take Additional Paternity Leave. Similarly if the mother decides not to return to work before the end of her statutory maternity leave you will have no entitlement to take Additional Paternity Leave.

d) Additional Paternity Leave must be taken in multiples of complete weeks and as one continuous period; it cannot be split into separate weeks' or days' absence. You can choose to start your Additional Paternity Leave at any point after your baby is 20 weeks old and it must be completed by the baby's first birthday.

e) To take Additional Paternity Leave, you must:

- Give at least eight weeks' notice of the proposed start and end date for your Additional Paternity Leave. This should be done by completing the Paternity Leave Form for Additional Paternity Leave, which can be obtained from the Finance Department;
- Supply documentary evidence of your wife's/ partner's expected week of childbirth (if this hasn't been provided already) plus evidence of the child's

actual date of birth. The latter will normally take the form of a copy of your child's birth certificate;

- Provide a signed declaration that you satisfy the eligibility requirements for Additional Paternity Leave in terms of your relationship with the child, the purpose for the leave and your responsibility for the child's upbringing.
- Provide a written statement from the child's mother setting out:
 - Her name, address and national insurance number;
 - Her intended return date to work from maternity leave;
 - A signed declaration that the information you have provided is correct and you are the only person exercising the right to take additional paternity leave in respect of the child;
 - Her consent to the Company processing this information.

Additional Statutory Paternity Pay

a) To qualify for Additional Statutory Paternity Pay (ASPP), you must have at least 26 weeks' continuous service with the Company at the beginning of the 15th week before your baby is due and then remain in continuous service with the Company until the baby is born.

b) Your weekly earnings must also be at or above the minimum Lower Earnings Level; this means that you need to earn sufficient to pay national insurance contributions on your earnings from the Company. Please note that Additional Statutory Paternity Pay is subject to PAYE and national insurance deductions as normal.

c) ASPP is payable as either a fixed weekly rate set by the Government or at 90% of your normal weekly earnings, whichever is the lower amount; please refer the following website for details about the current rate of ASPP: www.direct.gov.uk

d) ASPP is only payable during the period when the baby's mother would have been entitled to Statutory Maternity Pay (or to Maternity Allowance) and lasts therefore between two weeks and 19 weeks.

e) For the sake of clarity, please note that you may still take up to 26 weeks' Additional Paternity Leave even if your wife's/partner's unused maternity pay entitlement is less than this. In this scenario the balance of your Additional Paternity Leave period is unpaid.

Adoption leave

Adoption leave is designed to allow working parents who adopt a child through an approved adoption agency to take leave to care for the child. To qualify for adoption leave you must have worked for the Company for a continuous period of 26 weeks as at the week in which you are notified by the adoption agency of having been matched with the child for adoption.

Detailed information is available from the Finance Department regarding your entitlement to adoption leave and adoption pay together with the rules regarding taking the leave. The current statutory adoption provisions for eligible employees are set out below.

Statutory Adoption Leave

a) In order to qualify for the right to take adoption leave, you must be adopting a child through an approved adoption agency and must have worked for the Company for a continuous period of 26 weeks as at the week in which you are notified by the adoption agency of having been matched with the child for adoption.

Please note that the right to adoption leave is not available to foster parents who adopt a child they are fostering, or to step-parents who adopt their partner's child.

b) If you meet the eligibility criteria outlined above, you will be entitled to take up to 26 weeks' Ordinary Adoption Leave (OAL) and up to 26 weeks' Additional Adoption Leave (AAL), making a total of 52 weeks. Additional Adoption Leave begins on the day after Ordinary Adoption Leave ends.

c) You can start your adoption leave the day the child is placed with you for adoption or on a date that is up to 14 days before the expected date of placement.

d) You are permitted to bring forward, or to postpone, your adoption leave start date, provided you advise your manager in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. You should do this by completing a new Adoption Leave Form.

e) To take adoption leave, you must also satisfy the notification rules. This means you must inform your line manager in writing of your request for adoption leave no later than seven days after the date on which you receive notification of the match with the child from the adoption agency. You should complete an Adoption Leave Form, which is available from the Finance Department.

f) By completing and submitting the Adoption Leave Form you will comply with the requirement that you give the Company written details of:

- The date on which you were notified of having been matched with the child;
- The date the child is expected to be placed with you for adoption;
- The date from which you wish to start your adoption leave.

g) You will also be required to provide a copy of the matching certificate and adoption papers from the adoption agency as evidence of your entitlement to adoption leave.

h) If you wish to return from adoption leave earlier than originally planned, you should speak to your manager straightaway and confirm their intentions in writing, at least eight weeks before you wish to return.

Statutory Adoption Pay

a) During adoption leave, most employees will be entitled to receive Statutory Adoption Pay (SAP) for the first 39 weeks of the adoption leave period; the remaining 13 weeks' leave are unpaid. Statutory Adoption Pay is payable regardless of whether or not you intend to return to work after the adoption leave.

b) Statutory Adoption Pay is payable at a weekly rate set by the Government, or at 90% of your average weekly earnings if this is lower than the set weekly

rate. If you do not pay National Insurance contribution on your earnings from the Company you will not be eligible to receive Statutory Adoption Pay.

c) Statutory Adoption Pay is subject to PAYE and national insurance deductions, as normal.

Parental leave

If you have parental responsibility for a child under the age of five years, you may be entitled to take up to 18 weeks' unpaid leave (in total not each year). The leave entitlements are as follows:

For each child	18 weeks up to their 5th birthday
For each adopted child	18 weeks up to their 18th birthday or the 5th anniversary of their adoption, whichever comes first
For each child who qualifies for Disability Living Allowance	18 weeks up to their 18th birthday

Please note that if you have used some of the 18 weeks' parental leave entitlement with a previous employer, the time you have taken is carried forward and only the remaining number of weeks entitlement is available to you to take with FK, once you acquire the minimum period of qualifying service (see below).

To be eligible to take parental leave you must have a minimum of 12 months' continuous service with the Company and be a parent named on the child's birth certificate/adoption certificate or have legal parental responsibility for the child.

The leave is to be taken in blocks of one week and is restricted to four weeks in any calendar year. However if your child is disabled you can take the time off in days rather than weeks so for example, parental leave could be used for regular hospital visits.

If you wish to take parental leave please give as much advance notice as possible and no less than 21 days; however, we may need to ask you to postpone your leave by up to six months subject to the needs of the business.

Family & emergency leave

If you need time off urgently, for example in the event of the illness of a child/dependant relative or a domestic emergency, we will make every attempt to

Accommodate leave of absence. A dependant relative is defined as a partner, child or parent or someone who lives with you as part of your family, for example an elderly aunt or grandparent. In cases of illness or injury, or where care arrangements break down, a dependant may also be someone who reasonably relies on you for assistance - this may be where you are the primary carer or the only person who can help in an emergency.

Please note however that you do not have an automatic right to take time off in these circumstances and you will need to seek and obtain permission before taking time off.

The right to request time off for family emergencies is intended to allow you to deal with an unexpected or sudden family emergency and to make suitable longer term arrangements, as appropriate. If you know in advance that you will need to take time off, you should speak to your head of department about the possibility of taking holiday or unpaid leave.

In most cases the Company envisages that the

amount of family leave taken will be one or two days at most on each occasion. The leave requested should simply be enough to help you to cope with the immediate emergency, for example to source alternative child-care arrangements; this does not mean that you are entitled to take indefinite leave to care for your child until such time as they are able to return to school or nursery.

Examples of typical situations where family leave may be granted include:

- a) If a child or dependant family member is ill or has been involved in an accident, including where they are emotionally distressed as well as where injured physically;
- b) To deal with an unexpected disruption to or breakdown in care arrangements for a child, for example, when a childminder fails to turn up or is unwell or if your child's school or nursery is closed, perhaps due to snow or industrial action by staff;
- c) To deal with an unexpected disruption to or breakdown in care arrangements for a dependant elderly parent, for example if a nurse or carer fails to turn up or is unwell or if the day-care centre is closed;
- d) Settling a young child into a new school or dealing with an incident involving your child during school

hours, for example, if they have been involved in a fight or are being suspended from school.

If you are granted time off, it will normally be regarded as unpaid leave; alternatively the leave may be taken from your annual holiday entitlement if your head of department agrees to this.

Please note that you are not entitled to claim sick pay during family leave of this nature, even if you are taking leave to care for a child or dependant relative who is sick.

In the event of a family emergency occurring whilst you are at work, you must immediately inform your head of department of the nature of the emergency and seek permission to leave the workplace early.

In the event of an emergency occurring outside of your normal working hours, which will prevent you from reporting for work at their normal start time, you should contact your head of department at the earliest possible opportunity and as close to your normal start time as possible. You will be asked to provide a detailed explanation of the nature of the emergency, the reason for the requested leave and the likely period of absence. In all cases where family leave is requested, the Company reserves the right to ask you to provide supporting evidence of the family emergency.

Where the emergency family leave exceeds one day, you must report to your head of department, on a daily basis, to provide an update on the reason for your ongoing absence and when you expect to return to work. You must inform your manager as soon as possible of any change in the date of your anticipated return to work.

You are required to actively seek alternative longer- term care arrangements for the care of your child or dependant family member. Should it not be possible to make such arrangements within one or two days, you must contact your head of department and explain why further absence is required.

Authorisation of any continued absence will be at the absolute discretion of the Managing Director; if you fail to request permission for extended leave or if further leave is refused due to operational reasons and you do not return to work, your absence will be treated as unauthorised and the Company's disciplinary procedure may be invoked.

In the event of a dispute between you and your head of department about whether a particular situation falls under the terms of the family leave provisions, the Managing Director will be responsible for determining whether the request for time off relates to a genuine family emergency. The Managing Director's decision in this regard will be final.

Flexible working

If you have 26 weeks' continuous service or more with the Company (and you have not made another application to work flexibly during the previous 12 months), you are entitled to request that the Company considers allowing more flexible working arrangements, for example in the hours you normally work, your start and finish times and/or your place of work.

The Company will give fair and careful consideration to your request and wherever possible we will seek to accommodate your preference. We will make a decision within three months from the date on which you make your application (although this decision period may be extended if both parties agree).

Please note however that you do not have an automatic right to work flexibly – your right under the legislation is to request flexible working and the Company has the right to turn down your application on one (or more) of the following business grounds:

- The burden of additional costs;
- b) The detrimental effect it would have on our ability to meet customer demand;
- c) The detrimental effect it would have on quality standards;
- d) The detrimental effect it would have on performance;
- e) Our inability to reorganise work amongst existing staff;
- f) Our inability to recruit additional staff;
- g) An insufficiency of work available during the period when you propose to work;
- h) Planned structural changes.

You should make any application for flexible working in writing and date your letter, stating clearly that you are making a formal application under the statutory

right to request a flexible working pattern i.e. to vary the hours you work, and/or your start and finish times and/or your place of work (between your home and your normal place of work).

You should set out your proposal in detail, give details about how you want to work flexibly explaining what effect this may have on your department and how you think it could be accommodated. You should also specify a start date for the new arrangements, should they be agreed, giving your manager reasonable time in which to consider the proposal and reach a decision. Finally you must also state whether you have made a previous application for flexible working and, if so, the date it was made.

You will normally be invited to attend a meeting to discuss your application in more detail and at that meeting you have the right, should you wish, to be accompanied by a work colleague of your choice.

You may submit a further request, once 12 months have elapsed from your previous application.

If your application is granted, the change to your contractual terms is permanent and you have no automatic right to change back to your previous pattern of work unless the agreement was made for a temporary, specified period only.

Other leave

Compassionate leave

At the sole discretion of a director you may be given paid leave of absence as a result of the serious sudden illness, accident or death of an immediate family member (i.e. parent, grandparent, child, grandchild, sibling or spouse/partner).

If you wish to attend the funeral of an immediate family member you will normally be granted one day's compassionate leave; if you are also responsible, for example, for making the funeral arrangements and registering the family member's death, you may be granted compassionate leave of up to one week.

If you wish to take time off to attend the funeral of a friend or a family member other than those listed above, for example an aunt, uncle, cousin or a member of your spouse/partner's family, you will be asked to book a day's holiday or to take the time as unpaid leave.

Unpaid leave

In certain circumstances and at the sole discretion of a director, you may take unpaid leave, for example to supplement annual holiday entitlement. Any request for unpaid leave must be made as far in advance as possible – see also the earlier section on page 19 regarding holiday rules.

Exam leave

If you are studying for a professional or academic qualification which is relevant either to your current job role or your personal development plan, and which has been approved by the Company, you will be entitled to take paid time off for exam days. Any time you wish to take for study or revision purposes should be taken from your annual holiday entitlement.

The number of days paid exam leave will be agreed with you in advance and is subject to prior authorisation from a director.

Religious holidays

Wherever possible we will accommodate a request for leave in order to observe a religious holiday. A request should be made to your head of department at least four weeks prior to your proposed leave and you will be expected to use your annual holiday entitlement to cover the period of leave.

Should you have insufficient holiday entitlement remaining, unpaid leave may be granted at the discretion of your head of department.

Jury service

If you are called to serve as a juror you must notify your head of department as soon as possible, stating the period that you expect to be absent from work.

If you are not required at Court during any part of your period of jury service, you must return to work wherever this is reasonably practicable.

The Court will pay you an attendance allowance and it is your responsibility to claim this amount at the time, together with any subsistence and travelling allowance. Where appropriate the Company will make up any shortfall in your normal earnings whilst you are on jury service provided you submit a Jurors Leaflet (Form 5223) which is issued by the Court and shows your loss of earnings.

Public service

Before entering into public service, for example as a Justice of the Peace, a member of a local authority or school governor, you must first obtain the written approval of a director and provide full details of the appointment, including the approximate period(s) of absence required. For certain public duties there is a statutory right for you to take reasonable time off work, although there is no legal obligation for that time to be paid. Once again you must inform your head of department of any commitments and should agree with them whether this will be taken as paid or unpaid leave.

Volunteer Reserve duties

At the discretion of a director, you may be given unpaid leave of absence of up to two weeks to attend annual training duties as a volunteer with the armed services. The leave must be booked in advance and any additional leave required will normally be taken as part of your annual holiday leave entitlement.

Bad weather, disruptions to public transport and school closures

When you accept an offer of employment with FK it is expected that you will be able to travel to your normal place of work with ease and arrive on time. If you choose to live in an area with infrequent or unreliable public transport, or which is regularly affected by bad weather, it is your responsibility to ensure that your attendance and timekeeping will not be adversely affected.

If the Company has reason to believe that you have exploited the circumstances of bad weather, disruptions to public transport or disruptions to your childcare arrangements as an excuse to stay at home, the matter will be investigated and you may face disciplinary action.

During bad weather conditions, for example heavy snow, or when public transport is disrupted, for example due to a security alert or industrial action, you are still expected to make every reasonable effort to come into work – albeit we acknowledge that you may be unavoidably late – and we appreciate that the majority of staff will have the commitment to do so. Please note that the circumstances must not be exploited as an excuse to stay at home.

During bad weather or disruptions to public transport the following rules will apply:

- a) You are required to explore all alternative means of transport but should not risk your safety to get into work;
- b) If you arrive late for work and your head of department is satisfied that you were delayed through no fault of your own, you will be paid for the first hour of any absence;
- c) If you are genuinely unable to reach work you must telephone your head of department as soon as possible;
- d) If you do not attend work you will have no entitlement to be paid; however at the discretion of your head of department, you may choose to take the day as holiday;
- e) Homeworking will not be considered a reasonable alternative unless by exception for those employees whose job duties can reasonably be undertaken at home and he/she first seeks and obtains the prior authorisation of a director;
- f) If you are sent home early by your manager either because any work on-site has been stopped or to enable you to avoid any potentially treacherous travel conditions on your way home, you will be paid until the end of your normal shift; however lost overtime opportunities will not be reimbursed.

In situations where you cannot get into work because your child's school or nursery is closed due to snow (or if the childminder is inaccessible and/or cannot get to you) you are entitled to request to take reasonable unpaid family leave to deal with the emergency.

Please be aware that you are not permitted to bring your child into work if the child's school or nursery or childminder is unavailable due to bad weather.

Please refer to page 39 of this handbook for further information about family leave and the rules which apply.

Disciplinary procedure

We hope that all employees will enjoy working for the Company and in return will work to the best of their ability and will act in an appropriate and professional manner at all times.

In the event that we have reasonable grounds to be dissatisfied with either your conduct and/or work performance, the Company's procedure is based on the ACAS Code of Practice and is designed to provide a fair and consistent means of dealing with disciplinary problems and to provide an employee with the opportunity to improve their standard of performance or conduct.

The Company's disciplinary policy and procedure does not form part of your contract of employment and it may be changed by the Company at any time at its absolute discretion.

General principles

- 1) The procedure will apply to all employees within the Company, regardless of status or position held. It will also apply to individuals who are temporary employees of the Company by virtue of a fixed term contract. Sub-contracted staff will be considered employees of their agent who will be responsible for dealing with any disciplinary matters appropriately, in liaison with the Company where necessary. Freelance and self employed workers are not covered by this policy.
- 2) The Company will ensure that the disciplinary rules are applied fairly, reasonably and consistently whilst at the same time recognising that from time to time there may be mitigating circumstances which have an impact on the disciplinary decision made.
- 3) The purpose of the disciplinary procedure is not to punish an employee but to encourage an improvement in their standard of conduct and/or work performance.
- 4) At every stage in the procedure you will be advised in writing of the nature of the charges/allegations against you and you will be given the opportunity to state your case before any decision is made.
- 5) During an investigation or when conducting disciplinary proceedings (including an appeal), the Company will aim to deal with matters sensitively and with due respect for the privacy of all individuals involved. Employees must also maintain the confidentiality of any information communicated to them in connection with an investigation or with a disciplinary or appeal matter; this means that all

parties, including witnesses and companions, must treat as confidential any information given to them in the course of an investigation, including the identity of any employees under investigation.

- 6) You will not be permitted to make any electronic recordings of an investigative meeting, disciplinary or appeal hearing; similarly your representative, or any companion or witness who accompanies you to a meeting or hearing is also forbidden from making electronic recordings. In all cases this includes making covert recordings for example using a mobile telephone or similar device.
- 7) You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless, in the Company's discretion, we believe that a witness's identity should remain confidential.
- 8) Company sick pay will be withheld if you are absent from work during disciplinary proceedings, citing sickness as the reason for your absence.

Investigation & suspension

- 9) Before convening a formal disciplinary hearing, the allegation(s) or complaint(s) against you will be investigated thoroughly and promptly. The relevant facts will be collected and in some instances therefore it may be appropriate to hold an investigation meeting with you; at this meeting the allegations will be put to you and you will be asked for your comments and explanation.
- 10) Only once the initial investigation is complete (which may or may not include a formal investigation meeting with you) will the decision be made as to whether there are reasonable grounds to invoke the disciplinary procedure and to convene a formal disciplinary hearing.
- 11) In circumstances where it is appropriate and/or necessary to do so, you may be suspended from work on basic pay or moved temporarily to another post and/or location, either whilst an investigation is carried out or during disciplinary proceedings. You will be informed in writing of the reason(s) for your suspension and it will be kept to a minimum period, whilst allowing sufficient time for you to prepare yourself.

12) During the period of suspension you may be refused access to the Company's premises without the prior consent of the Company; you may also be subject to such other conditions as the Company may impose, for example you may be instructed to not have any contact with customers or suppliers or with your work colleagues, other than the person you wish to have accompany you to the disciplinary hearing to act as your companion.

13) Suspension will never be used as a punishment and is not in itself a disciplinary measure; it should not be regarded therefore as a presumption of guilt on your part or as a slur on your character.

Arrangements for a disciplinary hearing

14) The convening of a disciplinary hearing does not necessarily mean that disciplinary action will be taken. Disciplinary action will only be taken where appropriate and necessary and not until the matter has been investigated fully and objectively.

15) The Company will appoint a suitable senior person from within the organisation to conduct the disciplinary hearing. If it has been appropriate to hold an investigation meeting with you prior to invoking a formal disciplinary hearing, the Company will seek to ensure that, wherever possible, the person conducting the disciplinary hearing is not the same person who conducted the investigation meeting.

Please note however that in the case of relatively straightforward misdemeanours, for example alleged poor timekeeping, it will normally be your line manager who carries out both the preliminary investigation and any subsequent disciplinary proceedings.

However, in any event, the disciplining manager will conduct the proceedings in a neutral, objective and fair manner. In exceptional circumstances the Company may need to appoint an external person, for example an independent HR professional to conduct proceedings and/or to act as witness and note-taker, in which event you will be advised accordingly.

17) If you are required to attend a disciplinary hearing you will:

- a) Be informed in advance of the meeting, in writing, the full nature of the allegation(s) against you;
- b) Be given a copy of any documentary evidence the Company intends to rely on;

c) Be given at least 48 hours' notice of the hearing;

d) Be given the opportunity to state your case and to explain the circumstances surrounding the alleged offence;

e) Have the right to be accompanied by a work colleague or by an appropriate trade union officer to act as your companion. It is your responsibility to arrange for a companion to be present and whilst every reasonable effort will be made to arrange the interview for a date, time and venue which is convenient to all parties, it will nevertheless be your responsibility ultimately to make yourself available;

f) have the right to appeal against any disciplinary action taken against you, irrespective of whether this action takes the form of a formal warning or dismissal.

18) If you wish to have a companion present at the hearing, it is your responsibility to make the necessary arrangements. Whilst every reasonable effort will be made to arrange the hearing for a date, time and venue which is convenient to all parties, it will nevertheless be your responsibility ultimately to make yourself available.

19) You will be asked to inform the Company of the identity and status of your chosen companion in advance of the disciplinary hearing.

20) The Company will permit you to take reasonable paid time off during working hours if another Company employee requests that you act as their companion at an investigation meeting or disciplinary hearing.

21) You are required to take all reasonable steps to attend the hearing on the date specified. If you (or your chosen companion) is genuinely unable to attend the hearing, you should contact the person conducting the disciplinary hearing as soon as possible so that an alternative date and time can be scheduled. In these circumstances the hearing will be postponed for up to five working days from the day originally proposed by the Company.

22) If you are then genuinely unable to attend the re-arranged hearing through unforeseen circumstances that are completely beyond your control, the Company will re-arrange the hearing one final time. However, if you fail to attend the re-arranged

disciplinary hearing without good cause, the hearing will be held in your absence and a decision taken based on the evidence available.

23) Given the nature of the Company's activities, you may be required to attend an investigation meeting and/or a disciplinary hearing at a suitable alternative location to your normal place of work, including the Company's Head Office. In this event you will be reimbursed for any reasonable additional travel costs you incur and, in arranging the timing of the meeting, consideration will be given to the distance you may have to travel.

The stages of the disciplinary procedure

24) The typical stages of the disciplinary procedure are as follows:

- Stage 1 – Informal discussion
- Stage 2 – Formal verbal warning
- Stage 3 – First written warning
- Stage 4 – Final written warning
- Stage 5 – Dismissal

25) Please note that your conduct or performance on any one occasion will not be looked at in isolation but will normally be considered in the context of any similar, related past issues that have occurred within a relevant time period.

26) Dependant upon the severity of the offence the Company may deem it reasonable and appropriate to omit the early stages of the disciplinary procedure. In certain circumstances therefore the Company may therefore issue a formal First Written Warning or Final Written Warning for a first offence; however you will not normally be dismissed for a first offence, except in the case of gross misconduct (where the penalty is summary dismissal without notice or pay in lieu of notice).

27) If you are still within your probationary period, the Company reserves the right to foreshorten the normal disciplinary procedure, and where appropriate may dismiss you without prior formal warnings having been issued.

Disciplinary action

28) The outcome of the disciplinary hearing may be communicated to you verbally that day and then confirmed in writing; alternatively the disciplining

manager may decide to adjourn the hearing pending further, detailed consideration of the evidence and, where appropriate, further investigation. In the event of an adjournment, the disciplining manager will either reconvene the hearing at a later date to inform you of his/her decision or will write to you to inform you of the decision.

29) Every effort will be made to communicate the outcome of the disciplinary hearing in writing to you without unreasonable delay and we will keep you informed if for any reason it may take longer than two weeks from the date of the disciplinary hearing to communicate the disciplinary decision.

30) The warning will be confirmed in writing for you and will summarise the nature of the disciplinary offence. It will also explain what is now required of you and the timescale within which it is to be achieved. It will warn that further disciplinary action will be considered if a satisfactory improvement is not achieved and sustained or if there is a further breach of the Company's rules and procedures. It will also confirm your right of appeal.

31) A warning will be recorded on your personnel file; a verbal warning will remain on file for six months after which time it will expire and a written warning for 12 months (although in exceptional cases the period may be longer, in which event you will be advised accordingly).

32) If the required improvement in performance is not achieved and maintained, or if there is a further breach of the Company's rules and procedures, the disciplinary procedure will be invoked once again.

33) The Company reserves the right within the disciplinary procedure to take alternative disciplinary action as appropriate, including (but not limited to) suspension without pay or demotion and/or transfer with an attendant reduction in your status and pay and remuneration. This will normally only be considered:

a) As an alternative to dismissal, for example where there has been a substantial and/or sustained failure to meet the minimum standard of job performance or where the nature and severity of your misconduct makes it untenable for you to remain in your current position and/or location; or

b) Where it is determined that dismissal is an appropriate sanction but there are mitigating circumstances which may warrant you retaining your job.

In each of the above scenarios it is likely that you will be issued with a formal warning in addition to any other disciplinary sanction imposed.

Misconduct

34) If you have been counselled informally about conduct or behaviour which your manager regards as misconduct but the problem nevertheless persists, you will normally be issued with a formal warning. If you disregard the warning and the problem continues you may be issued with a further warning and may eventually be dismissed.

35) The following are examples of misconduct which will result in appropriate disciplinary action being taken; please note that some of the offences could warrant a first and/or final written warning, depending on the circumstances of the case and seriousness of the misdemeanour. The list is neither exhaustive nor exclusive:

- a) Persistent lateness or absence from work (“malingering”);
- b) Failure to follow the sickness absence notification rules;
- c) Failure to obey a reasonable instruction from your manager;
- d) A minor breach of Company rules or procedures;
- e) Negligence or carelessness which results in minor damage to property belonging to the Company, a customer, a colleague or a third party;
- f) Behaviour which is disruptive, rude or disrespectful, including the use of foul language;
- g) Inappropriate and/or unsuitable appearance and dress during working hours.

Gross misconduct

36) Where it is believed that you may have committed an act of gross misconduct, you will normally be suspended from work on basic pay whilst the Company investigates the alleged offence.

37) Once all of the evidence has been considered, including any representations you have made in your defence, you will be summarily dismissed where there is a

reasonable belief that you have committed an act of gross misconduct.

Summary dismissal for gross misconduct means that you will be dismissed without prior warnings having been issued and you will forfeit the right to notice or to pay in lieu of notice.

38) Although it is not possible to list all of the circumstances which may constitute gross misconduct, the following list provides examples of the types of misconduct which are considered serious enough to justify summary dismissal:

- a) Theft from or dishonesty in relation to the Company, its employees, customers, or a third party, including breach of the staff discount rules;
- b) Fraud or deliberate falsification of documentation for your own or another’s gain, for example sickness absence form or expense claim;
- c) Gross negligence which has or could have caused unacceptable loss, damage or injury to the company (including to its reputation and integrity), its employees, customers or a third party;
- d) Abuse of authority (or the Company’s authority) for personal gain or as a result of a gross error of judgement;
- e) Fighting and/or the use of threatening, abusive or offensive behaviour or language;
- f) Gambling on Company premises, including the taking and placing of bets;
- g) Sleeping on duty;
- h) Wilful misuse of or damage to the property or premises belonging to the Company, its employees, customers or a third party;
- i) Serious breach of the Company’s anti corruption and bribery policy;
- j) Conduct which is discriminatory or which amounts to bullying or harassment of other employees or workers, applicants for employment, or customers and visitors, whether the conduct is sexual, racial, disability related, related to sexual orientation, religious beliefs or age, or of any other serious breach of the Company’s equality policy;
- k) Serious breach of the Company’s social media policy;
- l) Serious breach of the Company’s health & safety rules and procedures, including smoking in a prohibited area;

- m) Serious breach of the Company's IT policies and procedures, including unauthorised access to confidential records held on computer;
- n) Serious breach of the Company's Privacy Standard;
- o) Making unauthorised use of or making unauthorised amendments to information stored on the Company's computers, computer software or computer hardware;
- p) Misusing the Company's computer system for example, by downloading, storing or forwarding pornographic or other offensive material by using the Company's computers or committing any other serious breach of the Company's e-mail and Internet use policy;
- q) Undertaking any activities outside of work that could be construed as representing a conflict of interests or which could potentially damage the Company's business and/or its reputation, without first attaining the formal written consent of the Managing Director;
- r) Acting in competition with the Company's business;
- s) Grossly unacceptable behaviour at a work related social function;
- t) Removal of Company property or equipment from the premises without prior permission;
- u) Presenting for work whilst under the influence of alcohol, drugs or other substances; possession and/or consumption of alcohol, illegal drugs or other substances on company premises or at a customer's work-site or supplier's premises or at a Company or corporate event.

Please refer to the Alcohol and Drugs Policy on page 79 for further information;

- v) Gross insubordination and/or wilful refusal to comply with a reasonable management instruction;
- w) Being charged with and/or convicted of a criminal offence which in the opinion of the Company demonstrates unsuitability for continuing in employment;
- x) Indecent or immoral behaviour whether inside or outside of work, which fundamentally breaches the working relationship of trust and confidence between employee and employer;

- y) Unauthorised disclosure of confidential or sensitive information in relation to the Company, its employees, customers or a third party;
- z) Unauthorised absence from work or from the Company's premises;
- aa) Knowingly providing false or misleading information at the time of applying for employment with the Company.

Capability

39) We recognise that there may be situations where you are not able to achieve the standards required for your job. This may be a temporary problem for example related to ill health or domestic problems or it could be a longer term issue perhaps where the needs and demands of the job have grown over time or now require a different skills set.

40) The Company will work with you to establish the underlying cause(s) and every effort will be made to find appropriate remedies to help you to improve your performance to the required standard and to sustain that improvement. Remedial action may take one or more forms including for example further training and/ or coaching and supervision from your manager or from an experienced colleague.

41) The Company will take a supportive and positive approach and you will be given regular, constructive feedback on your progress and a fair and appropriate period of time in which to improve. However where you have been unable to meet, or to sustain, the required standard of performance we may have no alternative other than to invoke the Company's normal disciplinary procedure and to use the procedure to manage the performance issues.

Appeals procedure

42) All employees have the right to appeal against a formal warning or dismissal if they believe that they have been treated unfairly in any way.

43) If you wish to appeal you must do so in writing, setting out clearly the grounds for your appeal. The appeal letter must then be sent within seven calendar days from your receipt of the letter confirming the disciplinary sanction, to the appeals manager named in the letter.

44) An appropriate senior person from within the Company will then be appointed to hear your appeal.

In exceptional circumstances we may need to appoint an external person, for example an independent HR professional to conduct proceedings and/or to act as witness and note-taker, in which event you will be advised accordingly.

45) You will be invited to attend an appeal hearing, the purpose of which will be to give you the opportunity to explain further why you believe the disciplinary action to be unfair.

46) You have the right to be accompanied at this meeting by a work colleague or appropriate trade union officer to act as your companion. Your companion will be permitted to address the meeting and to confer with you during the meeting but they will not be permitted to answer questions on your behalf. There is no facility for you to be represented by a solicitor or external advisor at an internal meeting of this nature.

47) The person who hears the appeal will be impartial; he/she will investigate the reason for disciplinary action being taken and consider whether it is fair and appropriate. The options open in response to your appeal are:

- a) To uphold the disciplinary action taken and thereby dismiss your appeal; or
- b) To reduce the level of disciplinary sanction imposed e.g. to commute a written warning to a verbal warning; or
- c) To hold that no offence has been committed and to reverse the disciplinary sanction. Any record of a disciplinary warning will be removed from your file.

48) The outcome of the appeal will be confirmed in writing as soon after the appeal has been heard as possible and the decision of the person hearing your appeal will be final.

Arrangements for an appeal hearing

49) If you wish to have a companion present at the appeal hearing, it is your responsibility to make the necessary arrangements. Whilst every reasonable effort will be made to arrange the hearing for a date, time and venue which is convenient to all parties, it will nevertheless be your responsibility ultimately to make yourself available.

50) The Company will permit you to take reasonable paid time off during working hours if another Company employee requests that you act as their companion at an appeal hearing.

51) You are required to take all reasonable steps to attend the appeal hearing on the date specified. If you (or your chosen companion) is genuinely unable to attend the hearing, you should contact the person hearing your appeal as soon as possible so that an alternative date and time can be scheduled. In these circumstances the hearing will be postponed for up to five working days from the day originally proposed by the Company.

52) If you are then genuinely unable to attend the re-arranged appeal hearing through unforeseen circumstances that are completely beyond your control, the Company will re-arrange the hearing one final time. However, if you fail to attend the re-arranged appeal hearing without good cause, it will be held in your absence and a decision taken based on the evidence available.

53) Given the nature of the Company's activities, you may be required to attend an appeal hearing at a suitable alternative location to your normal place of work, including the Company's Head Office. In this event you will be reimbursed for any reasonable additional travel costs you incur and, in arranging the timing of the meeting, consideration will be given to the distance you may have to travel.

Grievance procedure

The Company is aware that from time to time you may have a grievance about an aspect of your employment and the grievance procedure is therefore designed to deal with these problems fairly, objectively and as soon as possible.

We would strongly urge you in the first instance to first bring any complaint to the attention of your manager on an informal basis as potential issues can often be resolved quickly and amicably in a low key manner - and indeed the Company would rather that you raise the matter at a time when it is just a concern rather than allowing it to become a bigger and potentially more difficult issue to resolve.

At the very least you should meet with your manager to discuss the situation before raising a formal written grievance, unless your grievance is about something you believe your manager has done (or not done).

However if this route does not resolve your grievance, or if your grievance concerns your immediate line manager, you have the right to bring an issue formally to the Company's attention (please note that if you wish to register your dissatisfaction with any disciplinary action taken against you, you should use the disciplinary appeals procedure).

General principles

- 1) The Company's grievance policy and procedure does not form part of your contract of employment and it may be changed by the Company at any time at its absolute discretion.
- 2) The procedure will apply to all employees within the Company, regardless of status or position held. It will also apply to individuals who are temporary employees of the Company by virtue of a fixed term contract. Sub-contracted staff will be considered employees of their agent who will be responsible for dealing with any grievance matters appropriately, in liaison with the Company where necessary. Freelance and self employed workers are not covered by this policy.
- 3) If you are working your notice, or have left the Company within the last three months you still have the right to submit a grievance if you are unhappy about the way you believe you have been treated. In this event you are required to submit your grievance in writing and without delay, setting out the reason(s) why you feel aggrieved.

In these circumstances the Company may seek your agreement to modify the procedure used; for example, we may agree with you that your grievance is investigated and considered without the need for a formal grievance meeting. You should be assured however that regardless of the process agreed, your grievance will be handled fairly and appropriately and the outcome will always be communicated to you in writing.
- 4) During any investigation or when conducting a grievance meeting (including a grievance appeal meeting), the Company will aim to deal with matters

sensitively and with due respect for the privacy of all individuals involved. Employees must also maintain the confidentiality of any information communicated to them in connection with an investigation or with a grievance or appeal matter; this means that witnesses must treat as confidential any information given to them in the course of an investigation including the identity of any employees under investigation.

- 5) You will not be permitted to make any electronic recordings of an investigative meeting, grievance or appeal meeting. Similarly your representative, or any companion or witness who accompanies you to a meeting is also forbidden from making electronic recordings, including covert recordings for example using a mobile telephone or similar device.
- 6) If your grievance relates to the alleged conduct of an individual employee or to a group of employees, the employee(s) in question will normally be told the details of the grievance allegations against them together with the name of the person(s) bringing the complaint unless, in the Company's discretion, we believe that your identity should remain confidential.

Formal grievance procedure

The formal grievance procedure is designed to deal with employee grievances fairly, objectively and as soon as possible. The procedure is as follows:

- 7) If informal efforts to resolve your grievance prove unsuccessful, you should raise the matter formally and in writing with your head of department. Where the grievance concerns your head of department, you should address the grievance letter either to a director or to the Managing Director.
- 8) You are encouraged, within your grievance letter, to also put forward some proposals for bringing about a mutually satisfactory resolution to your grievance.
- 9) A suitable person will then be appointed to hear your grievance. Please note that this person may be external to the Company, for example an independent HR professional.
- 10) You will normally be invited to attend a formal meeting to discuss the issues raised. In preparation for the grievance meeting, the person hearing your grievance may carry out a preliminary investigation in advance of the meeting; he/she may also conduct further investigations following the grievance meeting before reaching a decision and providing you with a written response.

Arrangements for a grievance meeting.

- 11) If you are asked to attend a grievance meeting, you have the right to be accompanied by an appropriate fellow employee or appropriately qualified trade union officer of your choice. Your companion will be permitted to address the meeting and to confer with you during the meeting but they will not be permitted to answer questions on your behalf.
- 12) If you wish to have a companion present at the grievance meeting, it is your responsibility to make the necessary arrangements. Whilst every reasonable effort will be made to arrange the hearing for a date, time and venue which is convenient to all parties, it will nevertheless be your responsibility ultimately to make yourself available.
- 13) The Company will permit you to take reasonable paid time off during working hours if another Company employee requests that you act as their companion at a grievance meeting.
- 14) If you (or your chosen companion) are genuinely unable to attend the meeting, you should contact the person hearing your grievance as soon as possible so that an alternative date and time can be scheduled. In these circumstances the hearing will be postponed for up to five working days from the day originally proposed by the Company.
- 15) If you are then genuinely unable to attend the re-arranged grievance meeting through unforeseen circumstances that are completely beyond your control, the Company will re-arrange the meeting one final time. However, if you fail to attend the re-arranged meeting without good cause, it will be held in your absence and a decision taken in respect of your grievance based on the evidence available.
- 16) Given the nature of the Company's activities, you may be required to attend a grievance meeting at a suitable alternative location to your normal place of work including the Company's Head Office. In this event you will be reimbursed for any reasonable, additional travel costs you incur and, in arranging the timing of the meeting, consideration will be given to the distance you may have to travel.
- 17) The outcome of the grievance may be communicated to you verbally that day and then confirmed in writing or, alternatively it is more likely that the person hearing the grievance will decide

to adjourn the meeting pending further, detailed consideration of the evidence and, where appropriate, further investigation. In the event of an adjournment, the person hearing the grievance will either reconvene the meeting at a later date to inform you of his/her decision or will write to you to inform you of their decision.

18) In normal circumstances, the investigation and communication of the decision will be completed within 28 days of receipt of your written grievance. However in view of the Company's management structure and the limited resources open to it, it may take up to two weeks from the date of the grievance meeting for a grievance decision to be communicated to you in writing. Every effort will be made to do so without unreasonable delay and the Company will keep you informed if for any reason it may take longer than two weeks to communicate the outcome of your grievance.

Grievance appeals procedure

- 19) If you are not satisfied with the outcome of your grievance, you may appeal in writing within seven calendar days of receiving the written response, to the Managing Director.
- 20) The Company will appoint another suitable person to hear your appeal. In certain circumstances the Company may need to appoint an external person, for example, an independent HR professional to conduct proceedings and/or to act as witness and note-taker, in which event you will be advised accordingly.
- 21) The new appeals manager will normally invite you to a meeting to discuss the grounds for your appeal in more detail; alternatively, where the Company believes it appropriate and/or necessary to do so, the appeal may take the form of a review of the documentary evidence relating to the original grievance, including the investigation notes and any witness statements. In these circumstances you will not always be asked to attend a formal appeal hearing.
- 22) The appeals manager may carry out a preliminary investigation in advance of the appeal meeting; he/ she may also conduct further investigations following the meeting before reaching a decision and providing you with a written response.

23) At the grievance appeal meeting, you have the right to be accompanied by an appropriate fellow employee or by an appropriately qualified trade union officer of your choice to act as your companion.

24) If you wish to have a companion present at the grievance appeal meeting, it is your responsibility to make the necessary arrangements. Your companion will be permitted to address the meeting and to confer with you during the meeting but they will not be permitted to answer questions on your behalf. There is no facility for you to be represented by a solicitor or external advisor at an internal meeting of this nature.

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25) The Company will permit you to take reasonable paid time off during working hours if another Company employee requests that you act as their companion at a grievance appeal meeting.

26) You are required to take all reasonable steps to attend the grievance appeal meeting on the date specified. If you (or your chosen companion) are genuinely unable to attend the meeting, you should contact the person hearing your appeal as soon as possible so that an alternative date and time can be scheduled. In these circumstances the hearing will be postponed for up to five working days from the day originally proposed by the Company.

27) Given the nature of the Company's activities, you may be required to attend a grievance appeal meeting at a suitable alternative location to your normal place of work including, where appropriate, the Company's Head Office. In this event you will be reimbursed for any reasonable, additional travel costs you incur and, in arranging the timing of the meeting, consideration will be given to the distance you may have to travel.

28) If you are then genuinely unable to attend the re-arranged appeal hearing through genuinely unforeseen circumstances, which are completely beyond your control, the Company will re-arrange the hearing one final time. Whilst every reasonable effort will be made to re-arrange the hearing for a date, time and venue which is convenient to all parties, it will nevertheless be your responsibility ultimately to make yourself available.

29) If you fail to attend the re-arranged grievance appeal meeting without good cause, the meeting will be held in your absence and a decision taken based on the evidence available.

30) In normal circumstances, the investigation and communication of the decision will be completed within 28 days of receipt of your written grievance appeal. However in view of the Company's management structure and the limited resources open to it, it may take up to two weeks from the date of the appeal meeting for a grievance decision to be communicated to you in writing. Every effort will be made to do so without unreasonable delay and the Company will keep you informed if for any reason it may take longer than two weeks to communicate the outcome of your appeal.

31) This is the last stage in the grievance procedure and the decision taken by the person hearing your appeal will be final.

Equality at work

The Company is committed to ensuring equality of opportunity and fairness in all areas of employment and to valuing the diversity of our employees, customers and visitors. The Company's commitment lies at the heart of our promise to provide outstanding customer service by maintaining the highest standards of professional excellence.

We are committed to recruiting, training and promoting the best person for the job and encouraging all our employees to reach their full potential, regardless of age, disability, sex, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including nationality), religion or religious or other beliefs, sexual orientation, social or educational background or family or care responsibilities.

Employees and potential employees will not be disadvantaged by any conditions of employment or by job requirements that cannot be justified objectively on operational grounds. In respect of recruitment practices the Company will ensure that the assessment of whether someone is "suitably qualified" will only be made on the basis of their ability to do the job and selection will be made solely on merit. When interviewing, we will not use irrelevant

job requirements, subjective and/or personal opinion or traditional stereotyping i.e. assumptions about someone's ability based only on personal experience and beliefs.

All employees will have equal access to training and career development, to promotion, to pay and benefits and will be treated fairly and consistently in the application of the Company's disciplinary and grievance procedures.

We are also determined to create a working environment which is free from any form of discrimination, harassment or bullying and within which all individuals, including customers and visitors, are treated with respect, fairness and courtesy. You are required therefore to ensure that you do not harass or discriminate against people with whom you come into contact at work by your actions or behaviour – whether directly or indirectly, intentionally or unintentionally.

Special responsibility for the practical application of the Company's Equality Policy falls upon managers involved in the recruitment, selection, promotion, appraisal, training and performance management of their team.

Discrimination including bullying, harassment or the use of threatening and abusive language and/or behaviour will not be tolerated and the Company will aim at all times to provide a neutral working environment in which no one feels threatened or intimidated. Any employee who acts in a discriminatory manner will face disciplinary action, up to and including summary dismissal for gross misconduct.

Bullying & harassment

Harassment pollutes the working environment and can have a devastating effect on the health, confidence, morale and performance of those affected by it. It may also have a damaging effect on other staff not themselves the object of unwanted behaviour who are witness to it or who have knowledge of the behaviour. We believe that all employees are entitled to a working environment which respects their personal dignity and which is free from such objectionable conduct.

Harassment on the grounds of someone's age, disability, sex, sexual orientation, gender reassignment,

marriage and civil partnership, pregnancy and maternity, race (including nationality), religion or religious or other beliefs, is likely to constitute unlawful discrimination. The Company treats harassment as a disciplinary offence that may result in disciplinary action being taken up to including summary dismissal for gross misconduct depending on the seriousness of the offence.

Harassment can also give rise to criminal liability both on the part of the employee causing the harassment and on the part of the employer - please note that a single incident can amount to harassment if it is sufficiently serious.

It is very difficult to define bullying and harassment as they can take many forms, but in the main it takes the form of behaviour (whether verbal or otherwise) by one person to another that is unwelcome, uninvited and unreciprocated and which has the purpose or effect of either violating the victim's dignity or creating an intimidating, humiliating or offensive environment for them.

Examples of harassment and bullying include:

- a) inappropriate banter, for example of a sexual nature; use of sexual innuendo or telling 'jokes' with a sexual theme;
- b) telling jokes in poor taste that may cause offence or cruel or over repeated jokes about someone;
- c) sending text messages or posting unkind, malicious or overly personal comments on social media sites (for example Facebook and Twitter), the contents of which are, for example, hurtful or offensive or which contain sexist or racist opinions;
- d) insensitive pranks;
- e) shunning an employee, for example by deliberately excluding him or her from conversation or from social after-work gatherings;
- f) comments about colleagues that are patronising, belittling, offensive or intimidating;
- g) comments about someone's appearance, their body or the clothes they are wearing;
- h) leering or staring at someone's body;
- i) unwelcome sexual invitations, propositions or pressure for sexual activity;

- j) promises or threats concerning an employee's career prospects or conditions of employment in exchange for sexual favours;
- k) display of offensive or sexually explicit material or material with racial overtones (even if it is not directed at the complainant);
- l) unwanted physical contact, ranging from touching or brushing against another employee's body and/or caressing and hugging;
- m) threats of or actual physical violence;
- n) the use of obscene or foul language;
- o) unfair or impracticable work tasking.

Please note that this list is not exhaustive and other behaviour may constitute harassment.

Raising a complaint

If you believe that you are the victim of unlawful discrimination, for example bullying or harassment at work or if you are on the receiving end of threatening and abusive language and/or behaviour, whether from your manager, a colleague or subordinate, a customer or a third party - please seek confidential assistance from the Managing Director or from another director.

Your request for assistance will not result in any report to anyone within the Company, unless you agree.

Alternatively, if you prefer, you may speak directly to the perpetrator to explain that the behaviour is not welcome, that it offends you or makes you feel uncomfortable and that it interferes with your work. Where you find it too difficult or embarrassing to take up the matter yourself, a director will participate in an informal meeting between you and the individual concerned or will, at your request, approach the individual on your behalf.

This informal intervention will not normally result in any formal internal investigation or disciplinary action but rather it is intended to enable you to resolve the matter yourself without it going any further in the Company.

Where you believe that informal resolution is not appropriate, or where the outcome has been unsatisfactory, you have the right to raise a formal grievance to the Managing Director. If you wish, you can request help from the Company in preparing your complaint.

If you consider that you may have been subjected to conduct amounting to a criminal offence (such as a sexual assault), you are entitled to seek the assistance of a colleague to accompany you to make a formal complaint to a police officer or to provide you with any other assistance you may require. The assisting member of staff will inform your head of department of the outline circumstances of the case and if appropriate, will liaise with him/her to arrange special discretionary compassionate leave for you.

We recognise that it can take great courage and determination to make a complaint of this nature and the Company will take every reasonable step to protect you and to ensure that the situation does not arise again. Please note however that the Company views the making of a false and malicious allegation as a serious disciplinary matter.

If you believe that you are suffering from any form of retribution (including harassment, intimidation and victimisation) or if you are being treated less favourably in any way as a result of having raised your concerns you should speak to the Managing Director, or in his absence, with another director straightaway.

Investigation procedure

- 1) All complaints, whether formal or informal, will be treated seriously and investigations will be handled sensitively and discreetly and with due respect for the rights of both you and the alleged perpetrator.
- 2) A complaint will be thoroughly investigated as soon as is reasonably practicable. The investigation will be conducted in an independent and objective manner by someone unconnected with the allegations and at least of equal grade/status with the alleged perpetrator; alternatively the Company may appoint a suitable external party such as an independent HR professional to hear your grievance, to conduct the investigation and to make a decision regarding the outcome. Wherever possible, the investigation will be completed within two weeks of the complaint being made.
- 3) Anyone who is interviewed as part of the investigation process will be permitted to be accompanied by a friend, colleague or representative of their trade union or professional organisation.

- 4) The importance of confidentiality will be stressed to all those interviewed and everyone will be strictly required not to discuss the complaint with colleagues or friends. A breach of confidentiality may give rise to disciplinary action.
- 5) The investigation will focus on the facts of the complaint. Notes will be kept of all stages of the investigation and those interviewed will receive notes of the interview to agree. Parties will not be required to repeat distressing or embarrassing details any more than is necessary.
- 6) Wherever possible, consideration will be given to ensuring that you and the alleged perpetrator are not required to work together whilst the complaint is under investigation; where it is not practicable to offer alternative duties to one or other party, you will be given the option of remaining home on paid special leave.
- 7) You will be kept informed of the general progress of the process of investigation and will be informed whether the complaint has been upheld and is to result in disciplinary action. However please note that you will not be informed about the details of any disciplinary action that has been/will be taken as this will be a confidential matter between the employee in question and the Company.
- 8) Where your complaint is upheld, consideration will be given, wherever possible, to permitting you to choose whether you wish to remain in your current post or to transfer to another department. The Company will seek to ensure that you are not in any way penalised whether directly or indirectly for bringing a complaint and the situation will be monitored to ensure that the harassment has stopped.
- 9) Even where a complaint is not upheld, for example where the evidence is inconclusive, consideration will be given to putting in place arrangements which will enable the parties not to have to work together against the wishes of either party.

Texting colleagues

If you have access to your colleagues' (or to a customer's) personal mobile telephone numbers, you must treat this information with respect and observe the fact that it is confidential. If you abuse this information, for example to make nuisance calls

or to send inappropriate or offensive text messages, or if you disclose the telephone number to someone outside the Company without first obtaining your the express permission of the person to whom the number belongs, you may face disciplinary action up to and including summary dismissal for gross misconduct.

We are mindful of the fact that texting is a popular form of communication but we would ask you please to ensure that the language you use in any text messages you send to a colleague, or to a customer or third party, whether inside work or out of hours, is polite, inoffensive and appropriate. The use of swear words or sexual slang in a text message is not acceptable under any circumstances and will normally be regarded as a serious disciplinary offence.

Social media

We recognise that social media and networking websites have become a regular part of everyday life and that many people enjoy membership of sites such as Facebook and Twitter as a means of staying in touch with friends and family.

We also recognise that blogging, tweeting and participating in forums and on social websites can help us to work more flexibly and provide an opportunity to enhance the Company's reputation, to improve our customer relations and generally benefit the Company – provided it is done securely and according to company policy.

Unfortunately however, social networking can become a negative forum for complaining or gossiping and, in certain circumstances, can give rise to cyber bullying and the invasion of privacy. Similarly misuse of social media websites can, in certain circumstances, constitute a criminal offence or otherwise give rise to legal liability against you and the Company. It may also cause embarrassment to us and to our customers and suppliers.

The social media policy has been designed therefore to provide clear guidelines as to what the Company expects of you when using social media, to help you to make appropriate decisions about the use of social media and to help you to draw a distinction between your private life and your work life.

If you are a social media user, whether this is for recreational purposes or as part of your job role, it is your responsibility to ensure that you comply with this policy - you should therefore take the time to read and understand the policy as set out below.

The social media policy supplements the following Company policies, all of which can be found in this Employee Handbook:

- IT
- Privacy Standard
- Equality & Diversity
- Grievance
- Discipline

Please also refer to the sections within this handbook that explain the Company's confidentiality policy on page 49.

Reporting procedure and who to contact if you have a query

If you know of, or suspect, any use of social media by other members of staff that may breach this policy, for example activity that would be deemed distasteful, you should report immediately to your head of department or to a director.

Similarly if you notice any content posted on social media about the Company (whether complimentary or critical) other than official communiqués posted by the Company itself, please report it to your head of department or to a director.

If you feel that you have been harassed or bullied, or if you are offended by material posted or uploaded by a colleague onto a social media website, you should inform a director immediately.

You also have the right to raise a formal grievance in accordance with the Company's grievance procedure, further details of which can be found on page 36 of this handbook.

Any questions you may have regarding the content or application of this policy should be directed to a director.

General principles

A breach of this policy may result in disciplinary action being taken against you, up to and including summary

dismissal for gross misconduct. Disciplinary action may be taken regardless of whether the breach is committed during or outside of your working hours, and regardless of whether or not the Company's equipment or facilities are used for the purpose of committing the breach.

Where evidence of misuse is found we may undertake a more detailed investigation in accordance with the Company's disciplinary procedure and, if necessary, such information may be handed to the police in connection with a criminal investigation. Any member of staff suspected of committing a breach of this policy will be required to co-operate with the investigation, which may involve handing over relevant passwords and login details.

Social media should never be used in a way that breaches any of the Company's policies.

Your responsibilities as an employee are to ensure that you do not:

- a) Breach confidentiality;
- b) Breach any disciplinary rules;
- c) Defame or disparage the Company or its staff, customers or suppliers;
- d) Harass or bully other staff in any way;
- e) Breach our equality and diversity policy;
- f) Breach our Privacy Standard (for example never disclose personal information about a colleague online);
- g) Breach any other laws or ethical standards.

Monitoring the use of social media

For business reasons, and in order to carry out our legal obligations in our role as an employer, we will monitor the use of our systems including telephones, smartphones and computer systems, and any personal use of them by staff.

You should also be aware that your use of social media websites, whether or not accessed for work purposes and/or using the Company's systems and equipment, may be monitored in accordance with the Privacy Notice and, where breaches of this policy are found, action may be taken under the Company's disciplinary procedure up to and including summary dismissal for gross misconduct.

You may be required to remove internet postings (including personal 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 being taken against you.

Responsible use of Social media

This section has been written to provide all employees with common sense guidelines and recommendations for using social media responsibly and safely.

However if you are uncertain in any way about as to what you can and cannot say using social media, you should speak to your head of department or to a director before you say anything.

a) You should make it clear in social media postings that you are speaking on your own behalf. Write in the first person and use a personal email address (and not your work email address) when communicating via social media.

b) Ensure that you are always respectful in what you write. You should be aware that any disrespectful comments might be seen as libellous and could result in disciplinary action up to and including summary dismissal. If you feel even slightly uneasy about something you are about to publish, then you shouldn't do it. If in doubt, always discuss it with your head of department or a director first.

c) As a member of staff you have a responsibility to protect the Company's image and reputation and to act as an ambassador for FK. Be aware that your actions captured via images, posts or comments online can also reflect on us; be honest and open, but be mindful of the impact your contribution might make to people's perceptions of us as a company.

d) Don't be seduced by the informality of social media into making inappropriate comments or comments that others might find hurtful or offensive. Don't criticise your colleagues, the Company or its management team or our customers, suppliers, business partners and other stakeholders. Don't participate in gossip or make unkind comments about anyone that they may find hurtful or offensive.

e) Don't discuss colleagues, customers or suppliers without their prior approval and never publish anyone else's contact details.

f) Before making your first contribution on any social media site, observe the activity on the site for a while

before launching in yourself to get a feel for the style of contributions, the nature of the content and any 'unwritten' rules that other contributors might follow.

g) Always consider others' privacy and be careful and considerate; avoid discussing topics that may be inflammatory such as politics and religion. Avoid posting comments about sensitive business related topics such as our business performance; even if you make it clear that your views on such topics do not represent those of the organisation, your comments could still damage our reputation.

h) Never contribute to a discussion if you are angry or upset, return to it later when you can contribute in a calm and rational manner. Once the words are out there, you can't really get them back and once a heated discussion gets going, it can be hard to stop.

i) Don't upload, post, forward or post a link to any of the following types of material on a social media website, whether in a work related or personal capacity (please note that this list is not exhaustive):

- material that is abusive, offensive, obscene or discriminatory or that has a derogatory or defamatory content or that may cause embarrassment to us, our staff, customers, suppliers or business partners;
- Pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
- Material in breach of copyright or other intellectual property rights, or which invades the privacy of any person;
- Chain mail, junk mail, cartoons, jokes or gossip.

j) Don't reveal confidential, commercially sensitive Company information or confidential or sensitive information about any of our staff, customers, suppliers or business partners. If you are unsure whether the information you wish to share is confidential and/or commercially sensitive, you should discuss this with a director.

k) You are allowed to say that you work for FK, and you can discuss the Company and your work publicly but your profile name/title should not contain 'FK Construction' 'FK Projects' or 'FK Facades' in any form.

Always write in the first person, identify who you are and what your role is. You must also make clear

that the views you express are personal, and do not represent those of the Company; for example you could state, “the views in this posting do not represent the views of my employer”. Remember that even though you are acting in your own personal capacity, you are on show to your friends and anyone else who sees what you write, as a representative of FK.

l) Remember that the FK Group’s logos and trademarks may not be used without the prior written consent of the Managing Director. Furthermore you must not use the FK name, even informally and/or indirectly, to promote any personal business enterprise you may have outside of work.

m) We recognise that you may wish to use business networking sites in your own time however, under no circumstances must you upload any confidential Company information such as the names of customers onto your profile. All such information belongs to the Company and any attempt to use it in an improper manner will result in disciplinary action being taken against you.

n) If you want to start a blog but you feel there may be a possible conflict of interest, you should discuss it first with a director; we won’t unreasonably stop you, but we will want to discuss any potential risks to the Company. If you already have a blog like this, you should have already had this conversation. If you haven’t, then make sure you do.

o) Don’t upload, post or forward any content belonging to a third party unless you have that third party’s consent. It is acceptable to quote a small excerpt from an article, particularly for the purposes of commenting on it or criticising it. However, if you think an excerpt is too big, it probably is. Quote accurately, include references and when in doubt, link, don’t copy. Before you include a link to a third party website, check that any terms and conditions of that website permit you to link to it. All links must be done so that it is clear to the user that they have moved to the third party’s website.

p) Avoid publishing your contact details on a personal profile on a social media website where they can be accessed and used widely by people you did not intend to see them. You should also make sure that others cannot access any content, media or information from that profile that you are not happy

for them to see and/or which would undermine your position as an FK employee. When using social media sites, you should therefore consider changing the privacy settings on your profile so that only people you have accepted as friends can see your content and reviewing who is on your ‘friends list’ on your personal profile.

q) If you make a mistake in a contribution, be prompt in admitting and correcting it. Apologise if necessary. If you are posting to a blog, you may choose to modify an earlier post but make it clear that you have done so.

r) Always act in accordance with the Privacy Standard.

Personal use of social media sites during working hours

We permit the incidental personal use of social media subject to certain conditions set out below. However, this is a privilege and not a right; it must neither be abused nor overused and the Company reserves the right to withdraw its permission at any time at our sole discretion.

The following conditions must be met for personal use:

a) Use must take place either during your official designated breaks or before the start of your working day/after your working day has finished;

b) Use must comply with our policies including the Equality & Diversity Policy, IT Policy, Data Protection Policy, Confidentiality Policy and Disciplinary Policy.

IT policy

Most employees will have access to both the Company’s email and Internet facilities in order to carry out their work effectively. The following guidelines have been prepared to make users aware of the benefits of good practice and the pitfalls of bad habits or inappropriate use. Throughout this policy where we refer to emails we mean both internal and external email.

The policy applies to all staff, whether directly or indirectly employed or otherwise under the control of the Company and should be read in conjunction with the Privacy Notice. A breach of the IT policy may be regarded as a serious disciplinary offence and could result in disciplinary action being taken, up to and including summary dismissal.

Use of computer equipment

In order to safeguard the Company's computer and IT systems and equipment and to reduce the risk of damage, the following rules will apply:

- a) Only authorised employees will have access to the Company's IT systems and equipment. Unauthorised access to the computer system or, for example (but not limited to), to specific files, documents or programmes may result in disciplinary action up to and including summary dismissal;
- b) All new software must first be checked and its installation authorised by a director;
- c) All software used must be licensed for use by the Company (and where appropriate by individual users) and must be for a legitimate business application;
- d) No computer software or equipment may be copied, altered, deleted or removed from the Company's computer and IT systems without prior authorisation from a director. A breach of this rule could be regarded as serious misconduct and may result in disciplinary action up to and including summary dismissal.

Internet

The Internet facilities are available for you to use by reason of your employment and are intended for business use only. During normal working hours you are expected to dedicate your time and energies exclusively to your work and, except during designated breaks, you must not therefore:

- a) shop on-line, including but not limited to booking tickets for an event or holiday; or
- b) Access Social media platforms

The following activities are prohibited at any time whilst you are at work and apply to use of the Company's internet and email systems and to the use of any smart-phone equipment (or similar) whether your own or issued by the Company:

- a) browsing, accessing, downloading or uploading content from websites (or individual web pages) that contain obscene, explicit, offensive or illegal material,
- b) participating in online gambling activities; and
- c) Visit potentially dangerous websites that can compromise the safety of the business' network and computers and downloading files or software unless with the express permission of a director and where it is known to be safe to do so; and

d) Accessing, downloading or uploading films, music and other copyrighted material and software

e) Invade another persons privacy and sensitive information or post material and/or comments about your colleagues or about the Company or its customers, suppliers and visitors that might reasonably be considered to be inappropriate, offensive, defamatory, harassment or bullying or which might cause distress to the person(s) concerned. This includes material posted on social media sites.

Performing unauthorised or illegal actions, for example hacking, fraud, buying/selling illegal goods

Email

Any e-mail correspondence you send whether externally, or internally to colleagues within the Company, should be related primarily to your work. Whilst the Company is prepared to allow reasonable use of e-mail for private correspondence, it must be conducted outside normal working hours or during your designated lunch break or other authorised break.

Whilst the sending of internal emails within the Company is commonplace, please do not use this facility to communicate information of a trivial nature and you should ensure that you use it in a responsible and considered manner.

The general rules for use of the Company's computer system to send or receive emails are as follows:

- a) Email is an insecure system and content can easily be copied, forwarded and archived; as such you should not send any confidential information by email unless it is sent as an attachment and the attached document is first password protected. The password should not be included within the body of the email and must be communicated to the recipient via other means, for example a text message.
- b) Your email account should be password protected; keep this password confidential and do not divulge it to your colleagues. You should, however, be prepared to let your line manager have your password, immediately upon request, for example if you are leaving the Company.
- c) Under no circumstances should you access a colleague's email (including your manager's email account) unless expressly authorised to do so on that occasion and for a specific business purpose, for

example in a colleague's absence to check their inbox for urgent communication from a customer or supplier.

Unauthorised access to email accounts, or to unauthorised folders or emails within that account, will be regarded as a serious disciplinary offence. This includes forwarding or printing emails that are not addressed to you.

d) E-mail has the same permanence and legal status as written hardcopy documents, and may be subject to legal disclosure obligations in exactly the same way. Copies of e-mails may therefore have to be made available to third parties at some point in the future. The professional standards that apply to internal memos and external letters must also be observed for e-mail. E-mails to outside organisations have the same power to create a binding contract as other hardcopy documents.

Please consider very carefully the contents of all emails before you send them and ensure that they have been drafted with care, whether they are to be sent internally or externally. You must ensure, for example, that the content of all email correspondence is polite with no swearing or offensive or defamatory statements. The use of capital letters, other than to spell out a name, can be construed as shouting.

Please note that you are personally liable for all statements you make within an email and a breach of this rule could subject you personally and/or the Company to legal claims including claims for defamation or harassment.

e) You are also responsible for ensuring that copyright and licensing laws are not breached when composing or forwarding both external and internal emails and email attachments or when downloading information from the Internet. If in doubt, you should check with a director.

f) Do not use an image as your screen saver which could cause offence to your colleagues or to customers and visitors; similarly any passwords assigned to your PC or files held on it must not be lewd or offensive. Failure to comply with this rule may be regarded as a disciplinary offence.

g) You must not send or circulate e-mails containing material which could be offensive to your colleagues or to customers, suppliers or to third parties.

This includes any form of offensive or obscene videos or images. Similarly please tell your friends outside of work that you are not permitted to receive material of this nature. Failure to comply with this rule will be regarded as a serious disciplinary offence.

h) Anti-virus software is installed on each PC and all emails will automatically be virus checked. In the event of a virus being identified you will be unable to open the email and you should inform a director immediately; however as a standard precautionary measure, you should never open an attachment to an email from an unknown source.

Please be aware that is beyond the control of the Company to automatically monitor the general content of in-bound emails and/or to block their receipt. As such all employees must accept the risk that inbound emails may contain explicit or offensive material; if you receive such an email please notify a director immediately.

i) Please do not distribute electronic chain letters or sign up for junk mail or job searches.

j) When working remotely or offline, set up an automatic reply message informing people where you can be contacted or of your unavailability.

k) All emails sent internally and externally will include the companies signature footer automatically.

l) If you are sending out an e-mail which contains your views rather than Company's statements a disclaimer should be attached to the e-mail stating that they are your own views and not necessarily those of the Company.

Business mobile phones & tablets

The Company will provide you with a business mobile phone and tablet if your job role requires it; as such the mobile phone and tablet are provided on a job need basis and not as a perk or benefit. They remain the property of the Company at all times and must be returned immediately if requested.

If you leave the Company, you must return your mobile phone and tablet on or before your last day of work; please note that if you resign and are placed on garden leave, you may be asked to return your company mobile and tablet phone straight away.

The mobile phone and tablet are provided for conducting company business and should be used appropriately. Please note that you may not use a business mobile phone or tablet to send personal messages or to browse the internet or to call premium rate numbers or for any purpose other than legitimate business reasons.

You may however use your business mobile phone to make a reasonable level of private calls, for example if you are travelling on business and need to contact a partner or family member at a time when a landline is not available or would be a more expensive option (for example calls from a hotel). If there is any dispute between you and the Company as to what constitutes “reasonable” private use of your business mobile the Company’s position will take precedence.

Please note that our service provider issues itemised bills and if it is found that you have misused your business mobile phone or tablet you will be required to reimburse the Company for some, or all, of the invoiced amount. In this event we reserve the right to make a deduction from your salary or from any monies which are owed to you. You may also face disciplinary action.

Please also note that any apps you download onto your phone or tablet must be for legitimate business purposes only and any significant downloading of data must be discussed with a director and authorised in advance. A breach of this rule may lead to disciplinary action and we also reserve the right to deduct from your salary any charges we incur as a result of an unauthorised download you have made.

Any instances of theft, loss or damage to your business mobile phone or tablet must be reported to director or senior manager as soon as practicable. Instances of theft or attempted theft must also be reported to the police and a crime number obtained.

Please remember that the Company’s insurance cover may be invalidated if your mobile phone or tablet is left in a vehicle overnight or left in view when the vehicle is unattended during the day. If you take your mobile phone or tablet on an aircraft it should be carried as hand luggage and not placed in the hold.

Whilst travelling all items are to be taken into your hotel/private residence and not left in a vehicle even if

the car park is thought to be (or described as) secure.

You should make sure that at all times reasonable precautions are taken to ensure the safety, proper usage and care of your mobile phone and tablet. If your mobile phone or tablet is lost, stolen or damaged whilst in your care and the Company considers it to be wholly or partly your fault, we may require you to pay for its repair or replacement. In this event we reserve the right to make a deduction from your salary or from any monies which are owed to you.

If you have any queries around this or for more details please speak to the IT or HR Department and refer to the Mobile Phone and Tablet Policy.

Telephone calls at work & the use of private mobile phones

The Company’s telephones are provided for conducting company business and should be used appropriately. We understand that from time to time you may need to make or receive private telephone calls at work, but any use of company telephones must be reasonable and restricted to designated break times, unless in the case of emergency and/or with the prior permission of your manager.

Personal mobiles

During normal working hours your personal mobile phone must either be switched off or to the silent setting to avoid causing disruption or annoyance to your colleagues, visitors or customers.

You may only use your phone for personal matters, whether to make or receive a call, to check for messages or to send or receive text messages, or to use social media sites, during your official, designated break times.

All mobile phones

For health and safety reasons you are not permitted to use your mobile phone, whether to make or answer a call or to send or open a text message whilst operating machinery or driving a vehicle as this is extremely dangerous. You are therefore not permitted to carry your mobile phone about your person when operating machinery. A breach of this rule will normally be regarded as a gross misconduct offence.

If however you are driving on Company business and you have a suitable hands-free device fitted to

your phone or vehicle, which has been approved by the Company, you may make or answer incoming telephone calls provided the hands-free equipment is fully operational at the time. Calls should however be kept to a minimum.

Business mail

Your work address (including the Company's head office address) is to be used solely for the receipt of business mail, unless you have the express permission of your head of department to use the address for personal items, for example mail order goods. In order to ensure that incoming business mail is dealt with promptly and effectively, the Company reserves the right, where necessary, to open all mail addressed to its premises regardless of whether the item is addressed to a named employee and/or is marked private and confidential.

Confidentiality

In the course of your employment with the Company you may have access to confidential information about the operation of the business. Take great care, for example when posting comments on social media sites, not to disclose confidential or sensitive information, whether intentionally or accidentally. If you are in any doubt, do not disclose any information which you have acquired during or as a result of your work.

Any breach of confidentiality will be regarded as a serious disciplinary offence and if proven will result in disciplinary action being taken up to and including summary dismissal for gross misconduct. Please refer to your Terms and Conditions of Employment for further information about what we regard as confidential information and your contractual obligations as regards maintaining confidentiality of information.

Media relations

It is Company policy that only the Managing Director is authorised to speak to the media on any topic related to the business of the Company. Employees are not to make any comments to the media at any time and any request for a comment or a statement should be referred to your immediate manager or, in their absence, to the Managing Director.

Privacy Standard

FK Group of Companies (including other entities within the group of companies such as FK Construction, FK Facades and FK Projects) is committed to the protection of personal data. This policy outlines how we will use personal data and the reasons and steps we take to protect this data. This is an updated version of the data protection policy and sets out the legal principles and conditions that we follow in the handling, processing, transporting and storing of personal data.

Definitions

Automated Decision-Making (ADM): When a decision is made which is based solely on Automated Processing (including profiling) which produces legal effects or significantly affects an individual. The GDPR prohibits Automated Decision-Making (unless certain conditions are met) but not Automated Processing.

Automated Processing: Any form of automated processing of Personal Data consisting of the use of Personal Data to evaluate certain personal aspects relating to an individual, in particular to analyse or predict aspects concerning that individual's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements. Profiling is an example of Automated Processing.

Company: FK Group (including other entities within the group of companies).

Company Personnel: All employees, workers contractors, agency workers, consultants, directors, members and others.

Consent: Agreement which must be freely given, specific, informed and be an unambiguous indication of the Data Subject's wishes by which they, by a statement or by a clear positive action, signifies agreement to the Processing of Personal Data relating to them.

Data Controller: The person or organisation that determines when, why and how to process Personal Data. It is responsible for establishing practices and policies in line with the GDPR. We are the Data Controller of all Personal Data relating to our Company Personnel and Personal Data used in our business for our own commercial purposes.

Data Subject: A living, identified or identifiable individual about whom we hold Personal Data. Data Subjects may be nationals or residents of any country and may have legal rights regarding their Personal Data.

Data Privacy Impact Assessment (DPIA): Tools and assessments used to identify and reduce risks of a data processing activity. DPIA can be carried out as part of Privacy by Design and should be conducted for all major system or business change programs involving the Processing of Personal Data.

Data Protection Officer (DPO): The person required to be appointed in specific circumstances under the GDPR. Where a mandatory DPO has not been appointed, this term means a data protection manager or other voluntary appointment of a DPO or refers to the Company data privacy team with responsibility for data protection compliance.

EEA: The 28 countries in the EU, and Iceland, Liechtenstein and Norway.

Explicit Consent: Consent which requires a very clear and specific statement (that is, not just action).

General Data Protection Regulation (GDPR): the General Data Protection Regulation ((EU) 2016/679). Personal Data is subject to the legal safeguards specified in the GDPR.

Personal Data: Any information identifying a Data Subject or information relating to a Data Subject that we can identify (directly or indirectly) from that data alone or in combination with other identifiers we possess or can reasonably access. Personal Data includes Sensitive Personal Data and Pseudonymised Personal Data but excludes anonymous data or data that has had the identity of an individual permanently removed. Personal data can be factual (for example, a name, email address, location or date of birth) or an opinion about that person's actions or behaviour.

Personal Data Breach: Any act or omission that compromises the security, confidentiality, integrity or availability of Personal Data or the physical, technical, administrative or organisational safeguards that we or our third-party service providers put in place to protect it. The loss, or unauthorised access, disclosure or acquisition, of Personal Data

is a Personal Data Breach.

Privacy by Design: Implementing appropriate technical and organisational measures in an effective manner to ensure compliance with the GDPR.

Privacy Notices (also referred to as Fair Processing Notices) or Privacy Policies: Separate notices setting out information that may be provided to Data Subjects when the Company collects information about them. These notices may take the form of general privacy statements applicable to a specific group of individuals (for example, employee privacy notices or the website privacy policy) or they may be stand-alone, one time privacy statements covering Processing related to a specific purpose.

Processing or Process: Any activity that involves the use of Personal Data. It includes obtaining, recording or holding the data, or carrying out any operation or set of operations on the data including organising, amending, retrieving, using, disclosing, erasing or destroying it. Processing also includes transmitting or transferring Personal Data to third parties.

Pseudonymisation or Pseudonymised: Replacing information that directly or indirectly identifies an individual with one or more artificial identifiers or pseudonyms so that the person, to whom the data relates, cannot be identified without the use of additional information which is meant to be kept separately and secure.

Sensitive Personal Data: Information revealing racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health conditions, sexual life, sexual orientation, biometric or genetic data, and Personal Data relating to criminal offences and convictions.

Introduction

This Privacy Standard sets out how the FK Group of Companies (“we”, “our”, “us”, “the Company”) handle the Personal Data of our customers, suppliers, employees, workers and other third parties.

This Privacy Standard applies to all Personal Data we process regardless of the media on which that data is stored or whether it relates to past or present

employees, workers, customers, clients or supplier contacts, shareholders, website users or any other Data Subject.

This Privacy Standard applies to all Company Personnel (“you”, “your”). You must read, understand and comply with this Privacy Standard when processing Personal Data on our behalf and attend training on its requirements. This Privacy Standard sets out what we expect from you in order for the Company to comply with applicable law. Your compliance with this Privacy Standard is mandatory. Related policies are available to help you interpret and act in accordance with this Privacy Standard. You must also comply with all such related policies. Any breach of this Privacy Standard may result in disciplinary action.

This Privacy Standard (together with related policies) is an internal document and cannot be shared with third parties, clients or regulators without prior authorisation from the DPO.

Scope

We recognise that the correct and lawful treatment of Personal Data will maintain confidence in the organisation and will provide for successful business operations. Protecting the confidentiality and integrity of Personal Data is a critical responsibility that we take seriously at all times. The Company is exposed to potential fines of up to EUR20 million (approximately £18 million) or 4% of total worldwide annual turnover, whichever is higher and depending on the breach, for failure to comply with the provisions of the GDPR.

FK Group (including other entities within the group of companies which employ staff) is responsible for ensuring all Company personnel comply with this Privacy Standard and need to implement appropriate practices, processes, controls and training to ensure such compliance.

The DPO is responsible for overseeing this Privacy Standard and, as applicable, developing related policies. That post is held by Laura Keenan, HR Director, Laura.Keenan@fkgroup.co.uk.

Please contact the DPO with any questions about the operation of this Privacy Standard or the GDPR or if you have any concerns that this Privacy Standard is not being or has not been followed. In particular, you must always contact the DPO in the following circumstances:

- If you are unsure of the lawful basis which you are relying on to process Personal Data (including the legitimate interests used by the Company);
- If you need to rely on Consent and/or need to capture Explicit Consent;
- If you need to draft Privacy Notices or Fair Processing Notices;
- If you are unsure about the retention period for the Personal Data being Processed;
- If you are unsure about what security or other measures you need to implement to protect Personal Data;
- If there has been a Personal Data Breach;
- If you are unsure on what basis to transfer Personal Data outside the EEA;
- If you need any assistance dealing with any rights invoked by a Data Subject;
- Whenever you are engaging in a significant new, or change in, Processing activity which is likely to require a DPIA or plan to use Personal Data for purposes others than what it was collected for;
- If you plan to undertake any activities involving Automated Processing including profiling or Automated Decision-Making;
- If you need help complying with applicable law when carrying out direct marketing activities; or
- If you need help with any contracts or other areas in relation to sharing Personal Data with third parties (including our vendors).

Personal data protection principles

We adhere to the principles relating to Processing of Personal Data set out in the GDPR which require Personal Data to be:

- Processed lawfully, fairly and in a transparent manner (Lawfulness, Fairness and Transparency).
- Collected only for specified, explicit and legitimate purposes (Purpose Limitation).
- Adequate, relevant and limited to what is necessary in relation to the purposes for which it is Processed (Data Minimisation).
- Accurate and where necessary kept up to date (Accuracy).

- Not kept in a form which permits identification of Data Subjects for longer than is necessary for the purposes for which the data is Processed (Storage Limitation).
- Processed in a manner that ensures its security using appropriate technical and organisational measures to protect against unauthorised or unlawful Processing and against accidental loss, destruction or damage (Security, Integrity and Confidentiality).
- Not transferred to another country without appropriate safeguards being in place (Transfer Limitation).
- Made available to Data Subjects and Data Subjects allowed to exercise certain rights in relation to their Personal Data (Data Subject's Rights and Requests).

We are responsible for and must be able to demonstrate compliance with the data protection principles listed above (Accountability).

Lawfulness, fairness, transparency

Personal data must be processed lawfully, fairly and in a transparent manner in relation to the Data Subject.

You may only collect, Process and share Personal Data fairly and lawfully and for specified purposes. The GDPR restricts our actions regarding Personal Data to specified lawful purposes. These restrictions are not intended to prevent Processing, but ensure that we Process Personal Data fairly and without adversely affecting the Data Subject.

The GDPR allows Processing for specific purposes, some of which are set out below:

- The Data Subject has given his or her consent;
- The Processing is necessary for the performance of a contract with the Data Subject;
- To meet our legal compliance obligations;
- To protect the Data Subject's vital interests.
- To pursue our legitimate interests for purposes where they are not overridden because the Processing prejudices the interests or fundamental rights and freedoms of Data Subjects. The purposes for which we process Personal Data for legitimate

interests need to be set out in applicable Privacy Notices or Fair Processing Notices; or

- You must identify and document the legal ground being relied on for each Processing activity.

Consent

A Data Controller must only process Personal Data on the basis of one or more of the lawful bases set out in the GDPR, which include Consent.

A Data Subject consents to Processing of their Personal Data if they indicate agreement clearly either by a statement or positive action to the Processing. Consent requires affirmative action so silence, pre-ticked boxes or inactivity are unlikely to be sufficient. If Consent is given in a document which deals with other matters, then the Consent must be kept separate from those other matters.

Data Subjects must be easily able to withdraw Consent to Processing at any time and withdrawal must be promptly honoured. Consent may need to be refreshed if you intend to Process Personal Data for a different and incompatible purpose which was not disclosed when the Data Subject first consented.

Unless we can rely on another legal basis of Processing, Explicit Consent is usually required for Processing Sensitive Personal Data, for Automated Decision-Making and for cross border data transfers. Usually we will be relying on another legal basis (and not require Explicit Consent) to Process most types of Sensitive Data. Where Explicit Consent is required, you must issue a Fair processing Notice to the Data Subject to capture Explicit Consent.

You will need to evidence Consent captured and keep records of all Consents so that the Company can demonstrate compliance with Consent requirements.

Transparency (notifying data subjects)

The GDPR requires Data Controllers to provide detailed, specific information to Data Subjects depending on whether the information was collected directly from Data Subjects or from elsewhere. Such information must be provided through appropriate Privacy Notices or Fair processing Notices which must be concise, transparent, intelligible, easily accessible, and in clear and plain language so that a Data Subject can easily

understand them.

Whenever we collect Personal Data directly from Data Subjects, including for human resources or employment purposes, we must provide the Data Subject with all the information required by the GDPR including the identity of the Data Controller and

DPO, how and why we will use, process, disclose, protect and retain that Personal Data through a Fair Processing Notice which must be presented when the Data Subject first provides the Personal Data.

When Personal Data is collected indirectly (for example, from a third party or publically available source), you must provide the Data Subject with all the information required by the GDPR as soon as possible after collecting/receiving the data. You must also check that the Personal Data was collected by the third party in accordance with the GDPR and on a basis which contemplates our proposed Processing of that Personal Data.

Purpose limitation

Personal Data must be collected only for specified, explicit and legitimate purposes. It must not be further processed in any manner incompatible with those purposes.

You cannot use Personal Data for new, different or incompatible purposes from that disclosed when it was first obtained unless you have informed the Data Subject of the new purposes and they have consented where necessary.

Data minimisation

Personal Data must be adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed.

You may only process Personal Data when performing your job duties requires it. You cannot Process Personal Data for any reason unrelated to your job duties.

You may only collect Personal Data that you require for your job duties: do not collect excessive data. Ensure any Personal Data collected is adequate and relevant for the intended purposes.

You must ensure that when Personal Data is no longer needed for specified purposes, it is deleted or anonymised in accordance with the Company's data

retention guidelines.

Accuracy

Personal Data must be accurate and, where necessary, kept up to date. It must be corrected or deleted without delay when inaccurate.

You will ensure that the Personal Data we use and hold is accurate, complete, kept up to date and relevant to the purpose for which we collected it. You must check the accuracy of any Personal Data at the point of collection and at regular intervals afterwards. You must take all reasonable steps to destroy or amend inaccurate or out-of-date Personal Data.

Storage limitation

Personal Data must not be kept in an identifiable form for longer than is necessary for the purposes for which the data is processed.

You must not keep Personal Data in a form which permits the identification of the Data Subject for longer than needed for the legitimate business purpose or purposes for which we originally collected it including for the purpose of satisfying any legal, accounting or reporting requirements.

The Company will maintain retention policies and procedures to ensure Personal Data is deleted after a reasonable time for the purposes for which it was being held, unless a law requires such data to be kept for a minimum time. You must comply with the Company's guidelines on Data Retention.

You will take all reasonable steps to destroy or erase from our systems all Personal Data that we no longer require in accordance with all the Company's applicable records retention schedules and policies. This includes requiring third parties to delete such data where applicable.

You will ensure Data Subjects are informed of the period for which data is stored and how that period is determined in any applicable Privacy Notice or Fair Processing Notice.

Security integrity and confidentiality

Protecting Personal Data

Personal Data must be secured by appropriate technical and organisational measures against unauthorised or unlawful Processing, and against accidental loss, destruction or damage.

We will develop, implement and maintain safeguards appropriate to our size, scope and business, our available resources, the amount of Personal Data that we own or maintain on behalf of others and identified risks (including use of encryption and Pseudonymisation where applicable). We will regularly evaluate and test the effectiveness of those safeguards to ensure the security of our Processing of Personal Data. You are responsible for protecting the Personal Data we hold. You must implement reasonable and appropriate security measures against unlawful or unauthorised Processing of Personal Data and against the accidental loss of, or damage to, Personal Data. You must exercise particular care in protecting Sensitive Personal Data from loss and unauthorised access, use or disclosure.

You must follow all procedures and technologies we put in place to maintain the security of all Personal Data from the point of collection to the point of destruction. You may only transfer Personal Data to third-party service providers who agree to comply with the required policies and procedures and who agree to put adequate measures in place, as requested.

You must maintain data security by protecting the confidentiality, integrity and availability of the Personal Data, defined as follows:

- Confidentiality means that only people who have a need to know and are authorised to use the Personal Data can access it.
- Integrity means that Personal Data is accurate and suitable for the purpose for which it is processed.
- Availability means that authorised users are able to access the Personal Data when they need it for authorised purposes.

You must comply with all applicable aspects of our Information Security Programme where appropriate, or comply with and not attempt to circumvent the administrative, physical and technical safeguards we implement and maintain in accordance with the GDPR

and relevant standards to protect Personal Data.

Reporting a Personal Data Breach

The GDPR requires Data Controllers to notify any Personal Data Breach to the applicable regulator and, in certain instances, the Data Subject.

We have put in place procedures to deal with any suspected Personal Data Breach and will notify Data Subjects or any applicable regulator where we are legally required to do so.

If you know or suspect that a Personal Data Breach has occurred, do not attempt to investigate the matter yourself. Immediately contact the person or team designated as the key point of contact for Personal Data Breaches being either the DPO, the information technology or security department, the legal department or other department if previously specified. You should preserve all evidence relating to the potential Personal Data Breach.

Transfer limitation

The GDPR restricts data transfers to countries outside the EEA in order to ensure that the level of data protection afforded to individuals by the GDPR is not undermined. You transfer Personal Data originating in one country across borders when you transmit, send, view or access that data in or to a different country.

You may only transfer Personal Data outside the EEA if one of the following conditions applies:

- The European Commission has issued a decision confirming that the country to which we transfer the Personal Data ensures an adequate level of protection for the Data Subjects' rights and freedoms;
- Appropriate safeguards are in place such as binding corporate rules (BCR), standard contractual clauses approved by the European Commission, an approved code of conduct or a certification mechanism, a copy of which can be obtained from the DPO;
- The Data Subject has provided Explicit Consent to the proposed transfer after being informed of any potential risks; or
- The transfer is necessary for one of the other

reasons set out in the GDPR including the performance of a contract between us and the Data Subject, reasons of public interest, to establish, exercise or defend legal claims or to protect the vital interests of the Data Subject where the Data Subject is physically or legally incapable of giving Consent and, in some limited cases, for our legitimate interest.

If applicable you must comply with the Company's guidelines on cross border data transfers.

Data Subject's rights and requests

Data Subjects have rights when it comes to how we handle their Personal Data. These include rights to:

- Withdraw Consent to Processing at any time;
- Receive certain information about the Data Controller's Processing activities;
- Request access to their Personal Data that we hold;
- Prevent our use of their Personal Data for direct marketing purposes;
- Ask us to erase Personal Data if it is no longer necessary in relation to the purposes for which it was collected or processed or to rectify inaccurate data or to complete incomplete data;
- Restrict Processing in specific circumstances;
- Challenge Processing which has been justified on the basis of our legitimate interests or in the public interest;
- Request a copy of an agreement under which Personal Data is transferred outside of the EEA;
- Object to decisions based solely on Automated Processing, including profiling (ADM);
- Prevent Processing that is likely to cause damage or distress to the Data Subject or anyone else;
- Be notified of a Personal Data Breach which is likely to result in high risk to their rights and freedoms;
- Make a complaint to the supervisory authority;
- In limited circumstances, receive or ask for their Personal Data to be transferred to a third party in a structured, commonly used and machine readable format.

You must verify the identity of an individual requesting

data under any of the rights listed above (do not allow third parties to persuade you into disclosing Personal Data without proper authorisation).

You must immediately forward any Data Subject request you receive to your line manager or DPO and comply with the company's Data Subject response process.

Accountability

The Data Controller must implement appropriate technical and organisational measures in an effective manner, to ensure compliance with data protection principles. The Data Controller is responsible for, and must be able to demonstrate, compliance with the data protection principles.

The Company must have adequate resources and controls in place to ensure and to document GDPR compliance including:

- Appointing a suitably qualified DPO (where necessary) and an executive accountable for data privacy;
- Implementing Privacy by Design when Processing Personal Data and completing DPIAs where Processing presents a high risk to rights and freedoms of Data Subjects;
- Integrating data protection into internal documents including this Privacy Standard, related policies, Privacy Notices or Fair Processing Notices;
- Regularly training Company Personnel on the GDPR, this Privacy Standard, related policies and data protection matters including, for example, Data Subject's rights, Consent, legal basis, DPIA and Personal Data Breaches. The Company must maintain a record of training attendance by Company Personnel;
- Regularly testing the privacy measures implemented and conducting periodic reviews and audits to assess compliance, including using results of testing to demonstrate compliance improvement effort.

Record keeping

The GDPR requires us to keep full and accurate records of all our data Processing activities.

You must keep and maintain accurate corporate records reflecting our Processing including records of Data Subjects' Consents and procedures for obtaining Consents in accordance with the Company's record keeping guidelines.

These records should include, at a minimum, the name and contact details of the Data Controller and the DPO, clear descriptions of the Personal Data types, Data Subject types, Processing activities, Processing purposes, third-party recipients of the Personal Data, Personal Data storage locations, Personal Data transfers, the Personal Data's retention period and a description of the security measures in place. In order to create such records, data maps should be created which should include the detail set out above together with appropriate data flows.

Training and auditing

We are required to ensure all Company Personnel have undergone adequate training to enable them to comply with data privacy laws. We must also regularly test our systems and processes to assess compliance.

You must undergo all mandatory data privacy related training and ensure your team undergo similar mandatory training in accordance with the Company's mandatory training guidelines.

You must regularly review all the systems and processes under your control to ensure they comply with this Privacy Standard and check that adequate governance controls and resources are in place to ensure proper use and protection of Personal Data.

Privacy by Design and Data Protection Impact Assessment (DPIA)

We are required to implement Privacy by Design measures when Processing Personal Data by implementing appropriate technical and organisational measures (like Pseudonymisation) in an effective manner, to ensure compliance with data privacy principles.

You must assess what Privacy by Design measures can be implemented on all programmes/systems/ processes that process Personal Data by taking into account the following:

- The state of the art;
- The cost of implementation;

- The nature, scope, context and purposes of Processing; and
- The risks of varying likelihood and severity for rights and freedoms of Data Subjects posed by the Processing.

Data controllers must also conduct DPIAs in respect to high risk Processing.

You should conduct a DPIA (and discuss your findings with the DPO) when implementing major system or business change programs involving the Processing of Personal Data including:

- Use of new technologies (programmes, systems or processes), or changing technologies (programs, systems or processes);
- Automated Processing including profiling and ADM;
- Large scale Processing of Sensitive Data;
- large scale, systematic monitoring of a publicly accessible area.

A DPIA must include:

- A description of the Processing, its purposes and the Data Controller's legitimate interests if appropriate;
- An assessment of the necessity and proportionality of the Processing in relation to its purpose;
- An assessment of the risk to individuals;
- The risk mitigation measures in place and demonstration of compliance.

Automated Processing (including profiling) and Automated Decision-Making

Generally, ADM is prohibited when a decision has a legal or similar significant effect on an individual unless:

- A Data Subject has Explicitly Consented;
- The Processing is authorised by law; or
- The Processing is necessary for the performance of or entering into a contract.

If certain types of Sensitive Data are being processed, then grounds (b) or (c) will not be allowed but such Sensitive Data can be Processed where it is necessary (unless less intrusive means can be used) for substantial public interest like fraud prevention.

If a decision is to be based solely on Automated Processing (including profiling), then Data Subjects must be informed when you first communicate with them of their right to object. This right must be explicitly brought to their attention and presented clearly and separately from other information. Further, suitable measures must be put in place to safeguard the Data Subject's rights and freedoms and legitimate interests.

We must also inform the Data Subject of the logic involved in the decision making or profiling, the significance and envisaged consequences and give the Data Subject the right to request human intervention, express their point of view or challenge the decision.

A DPIA must be carried out before any Automated Processing (including profiling) or ADM activities are undertaken.

Where you are involved in any data Processing activity that involves profiling or ADM, you must comply with the Company's guidelines on profiling or ADM.

Direct marketing

We are subject to certain rules and privacy laws when marketing to our customers.

For example, a Data Subject's prior consent is required for electronic direct marketing (for example, by email, text or automated calls). The limited exception for existing customers known as "soft opt in" allows organisations to send marketing texts or emails if they have obtained contact details in the course of a sale to that person, they are marketing similar products or services, and they gave the person an opportunity to opt out of marketing when first collecting the details and in every subsequent message.

The right to object to direct marketing must be explicitly offered to the Data Subject in an intelligible manner so that it is clearly distinguishable from other information.

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A Data Subject's objection to direct marketing must be promptly honoured. If a customer opts out at any time, their details should be suppressed as soon as possible. Suppression involves retaining just enough

information to ensure that marketing preferences are respected in the future.

If applicable, you must comply with the Company's guidelines on direct marketing to customers.

Sharing Personal Data

Generally we are not allowed to share Personal Data with third parties unless certain safeguards and contractual arrangements have been put in place.

You may only share the Personal Data we hold with another employee, agent or representative of our group (which includes our subsidiaries and our ultimate holding company along with its subsidiaries) if the recipient has a job-related need to know the information and the transfer complies with any applicable cross-border transfer restrictions.

You may only share the Personal Data we hold with third parties, such as our service providers if:

- They have a need to know the information for the purposes of providing the contracted services;
- Sharing the Personal Data complies with the Privacy Notice provided to the Data Subject and, if required, the Data Subject's Consent has been obtained;
- The third party has agreed to comply with the required data security standards, policies and procedures and put adequate security measures in place;
- The transfer complies with any applicable cross border transfer restrictions;
- A fully executed written contract that contains GDPR approved third party clauses has been obtained.

If applicable, you must comply with the Company's guidelines on sharing data with third parties.

Changes to this Privacy Standard

We reserve the right to change this Privacy Standard at any time without notice to you so please check back regularly to obtain the latest copy of this Privacy Standard. We last revised this Privacy Standard in August 2018.

This Privacy Standard does not override any applicable national data privacy laws and regulations in countries where the Company operates.

Privacy Notice: Employees and Workers

FK Group of Companies (including other entities within the group of companies which employ staff such as FK Construction, FK Facades and FK Projects) is committed to protecting the privacy and security of your personal information.

This Privacy Notice describes how we collect and use personal information about you during and after your working relationship with us, in accordance with the General Data Protection Regulation (GDPR).

It applies to all employees and workers.

FK Group (including other entities within the group of companies which employ staff) is a “data controller”. This means that we are responsible for deciding how we hold and use personal information about you.

We are required under data protection legislation to notify you of the information contained in this Privacy Notice.

This notice applies to current and former employees and workers. This notice does not form part of any contract of employment or other contract to provide services. We may update this notice at any time but if we do so, we will provide you with an updated copy of this notice as soon as reasonably practical.

It is important that you read and retain this notice, together with any other Privacy Notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are aware of how and why we are using such information and what your rights are under the data protection legislation.

Data Protection Principles

We will comply with data protection law. This says that the personal information we hold about you must be:

1. Used lawfully, fairly and in a transparent way.
2. Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
3. Relevant to the purposes we have told you about and limited only to those purposes.
4. Accurate and kept up to date.
5. Kept only as long as necessary for the purposes we have told you about.
6. Kept securely.

The kind of information we hold about you Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

There are “special categories” of more sensitive personal data which require a higher level of protection, such as information about a person’s health or sexual orientation.

We will collect, store, and use the following categories of personal information about you:

- Personal contact details such as name, title, addresses, telephone numbers, IP addresses and personal email addresses.
- Date of birth.
- Gender.
- Marital status and dependants.
- Next of kin and emergency contact information.
- National Insurance number.
- Bank account details, payroll records and tax status information.
- Salary, pension and benefits information.
- Applications for annual leave and details of annual leave accrued and taken.
- Start date and, if different, the date of your continuous employment.
- Leaving date and your reason for leaving.
- Location of employment or workplace.
- Copy of driving licence/passport.
- Recruitment information (including if appropriate copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process).
- Time of entry/exit and/or clocking in/out data is collect on site.
- Employment records (including job titles, work history, working hours, holidays, training records and professional memberships).
- Pay history.

- Details relating to Maternity, Adoption or Shared Parental Leave.
- Details relating to compassionate leave.
- Performance information including appraisals.
- Disciplinary and grievance information including warnings.
- CCTV footage and other information obtained through electronic means such as swipe card records.
- Information from any random check or search carried out on persons, property or vehicles. Information about your use of our information and communications systems.
- Photographs.

We may also collect, store and use the following “special categories” of more sensitive personal information:

- Information about your race or ethnicity, religious beliefs, sexual orientation and political opinions.
- Information about your health, including any medical condition, health and sickness records, including details of any absences (other than holidays) from work including time on statutory parental leave and sick leave.
- Information about criminal convictions and offences.

How is your personal information collected?

We collect personal information about employees, workers and contactors through the application and recruitment process, either directly from candidates or sometimes from an employment agency or background check provider. We may sometimes collect additional information from third parties including former employers, credit reference agencies or other background check agencies.

We will collect additional personal information in the course of job-related activities throughout the period of you working for us.

How we will use information about you

We will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:

1. Where we need to perform the contract we have entered into with you.

2. Where we need to comply with a legal obligation.

3. Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.

We may also use your personal information in the following situations, which are likely to be rare:

1. Where we need to protect your interests (or someone else’s interests).

2. Where it is needed in the public interest.

Situations in which we will use your personal information

We need all the categories of information in the list above primarily to allow us to perform our contract with you and to enable us to comply with legal obligations. In some cases we may use your personal information to pursue legitimate interests of our own, provided your interests and fundamental rights do not override those interests. The situations in which we will process your personal information are listed below.

- Making a decision about your recruitment or appointment.
- Determining the terms on which you work for us.
- Checking you are legally entitled to work in the UK.
- Paying you and, if you are an employee or deemed employee for tax purposes, deducting tax and national insurance contributions (NICs).
- Carrying out induction processes.
- Providing the following benefits to you such as enrolling you into life insurance where applicable.
- Enrolling you in a pension arrangement in accordance with our statutory automatic enrolment duties or where appropriate a pension arrangement operated by us.
- Administering the contract we have entered into with you.
- Business management and planning, including accounting and auditing.
- Conducting performance reviews, managing performance and determining performance requirements.
- Making decisions about salary reviews and compensation.

- To determine entitlement and administer any Maternity, Adoption or Shared Parental Leave.
- Assessing qualifications for a particular job or task, including decisions about promotions.
- Gathering evidence for possible grievance or disciplinary hearings.
- Making decisions about your continued employment or engagement.
- Making arrangements for the termination of our working relationship.
- Education, training and development requirements
- Dealing with legal disputes involving you, or other employees, workers and contractors, including accidents at work.
- Ascertaining your fitness to work.
- Managing sickness absence.
- Complying with health and safety obligations.
- To prevent fraud.
- To monitor your use of our information and communication systems to ensure compliance with our IT policies
- To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution.
- Equal opportunities monitoring.

Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal information.

If you fail to provide personal information

If you fail to provide certain information when requested, we may not be able to perform the contract we have entered into with you (such as paying you or providing a benefit), or we may be prevented from complying with our legal obligations (such as to ensure the health and safety of our workers).

Change of purpose

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another

reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

How we use particularly sensitive personal information

“Special categories” of particularly sensitive personal information require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal information. We may process special categories of personal information in the following circumstances:

1. In limited circumstances, with your explicit written consent.
2. Where we need to carry out our legal obligations or exercise rights in connection with employment.
3. Where it is needed in the public interest, such as for equal opportunities monitoring or in relation to our occupational pension scheme.

Less commonly, we may process this type of information where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else’s interests) and you are not capable of giving your consent, or where you have already made the information public.

Our obligations as an employer

We will use your particularly sensitive personal information in the following ways:

- We will use information relating to leaves of absence, which may include sickness absence or family related leaves, to comply with employment and other laws.
- We will use information about your physical or mental health, or disability status, to ensure your health and safety in the workplace and to assess your fitness to work, to provide appropriate workplace adjustments, to monitor and manage sickness absence and to administer benefits including statutory maternity pay, statutory sick pay, pensions and permanent health insurance.

- We will use information about your race or national or ethnic origin, religious, philosophical or moral beliefs, or your sexual life or sexual orientation, to ensure meaningful equal opportunity monitoring and reporting.

Do we need your consent?

We do not need your consent if we use special categories of your personal information in accordance with our written policy to carry out our legal obligations or exercise specific rights in the field of employment law. In limited circumstances, we may approach you for your written consent to allow us

to process certain particularly sensitive data such as applying for a medical report. If we do so, we will provide you with full details of the information that we would like and the reason we need it, so that you can carefully consider whether you wish to consent. You should be aware that it is not a condition of your contract with us that you agree to any request for consent from us.

Information about criminal convictions

We may only use information relating to criminal convictions where the law allows us to do so. This will usually be where such processing is necessary to carry out our obligations and provided we do so in line with our privacy standard.

We are entitled to carry out a criminal records check in order to satisfy ourselves that there is nothing in your criminal convictions history which makes you unsuitable for a role. In particular where we are legally required by clients to carry out criminal record checks for those carrying out roles at their sites, or where the location of work requires such checks, such as a police station or a power plant.

Less commonly, we may use information relating to criminal convictions where it is necessary in relation to legal claims, where it is necessary to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

We will only collect information about criminal convictions if it is appropriate given the nature of the role and where we are legally able to do so. Where appropriate, we will collect information about criminal convictions as part of the recruitment process or we may be notified of such information directly by you in the course of you working for us. Usually information

about criminal convictions will only be required where it is stated as necessary to attend a client site, such as work on a power station, a school or a police station for example.

We are allowed to use your personal information in this way to carry out our obligations. We have in place an appropriate policy and safeguards which we are required by law to maintain when processing such data.

Automated decision-making

Automated decision-making takes place when an electronic system uses personal information to make a decision without human intervention. We are allowed to use automated decision-making in the following circumstances:

1. Where we have notified you of the decision and given you 21 days to request a reconsideration.
2. Where it is necessary to perform the contract with you and appropriate measures are in place to safeguard your rights.
3. In limited circumstances, with your explicit written consent and where appropriate measures are in place to safeguard your rights.

If we make an automated decision on the basis of any particularly sensitive personal information, we must have either your explicit written consent or it must be justified in the public interest, and we must also put in place appropriate measures to safeguard your rights.

You will not be subject to decisions that will have a significant impact on you based solely on automated decision-making, unless we have a lawful basis for doing so and we have notified you.

We will automatically undertake a risk assessment of all employees under the age of 18, however this does not have a significant impact on you other than to ensure that employees are sufficiently safe when performing their role. The basis of this is to protect employees, and you can ask for this decision to be reviewed by your line manager.

Also in line with our obligations, employees under the age of 22 are not automatically enrolled into a pension scheme in accordance with statutory guidance.

Enrolment will only occur if you are so entitled based on your earnings and you inform us that you want to opt into the scheme.

We do not envisage that any other decisions will be taken about you using automated means, however we will notify you in writing if this position changes.

Why might you share my personal information with third parties?

We will share your personal information with third parties where required by law, where it is necessary to administer the working relationship with you or where we have another legitimate interest in doing so. We may share data with other group companies such as FK Group where it is appropriate and necessary to do so, and where appropriate security measures are in place.

Which third-party service providers process my personal information?

“Third parties” includes third-party service providers (including contractors and designated agents). The following activities are carried out by third-party service providers: payroll, pension administration, benefits provision and administration, and IT services. The following third-party service providers process personal information about you:

- Sage
- People HR
- Pareto
- Westfield Health
- Perkbox
- Apple Child Care
- Royal London
- Business Collaborator
- Vehicle Consulting
- Halliwell Jones BMW
- Auto Desk CAD License
- Training Providers – refer to the QSHE department for up to date list.

How secure is my information with third-party service providers and other entities in our group? All our third-party service providers and other entities in the group are required to take appropriate security measures to protect your personal information in line with our policies. We do not allow our third-party service providers to use your personal data for their

own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

What about other third parties?

We may share your personal information with other third parties, for example in the context of the possible sale or restructuring of the business. In this situation we will, so far as possible, share anonymised data with the other parties before the transaction completes. Once the transaction is completed, we will share your personal data with the other parties if and to the extent required under the terms of the transaction.

We may also need to share your personal information with a regulator or to otherwise comply with the law. This may include making returns to HMRC.

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Transferring information outside the EU

We do not envisage that we will transfer any information outside of the EU, however we will notify you in writing if this position changes.

Data security

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

Data retention

How long will you use my information for?

We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. Details of retention periods for different aspects of your personal information are set out in our Employment Records retention guidelines. To determine the appropriate

retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances we may anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you. Once you are no longer an employee or worker of the company we will retain and securely destroy your personal information in accordance with our Employment Records retention guidelines.

Rights of access, correction, erasure, and restriction

Your duty to inform us of changes

It is important that the personal information we hold about you is accurate and current. Please keep us informed of any changes to your personal details during your working relationship with us.

Your rights in connection with personal information

Under certain circumstances, by law you have the right to:

- Request access to your personal information (commonly known as a “data subject access request”). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
- Request correction of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- Request erasure of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).
- Object to processing of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to

object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes.

- Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- Request the transfer of your personal information to another party.

If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact the HR Department in writing.

No fee usually required

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

Right to withdraw consent

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact the HR Department.

Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

Data privacy manager

We have appointed a data privacy manager to oversee compliance with this Privacy Notice. If you have any questions about this Privacy Notice or

how we handle your personal information, please contact the data privacy manager. You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues.

Changes to this Privacy Notice

We reserve the right to update this Privacy Notice at any time, and we will provide you with a new Privacy Notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

If you have any questions about this Privacy Notice, please contact the HR Department.

Intellectual property

One of the key reasons for the success of the FK Group of Companies is the quality and innovation of the envelope solutions we design and deliver to our clients. As such we will rigorously enforce our intellectual property rights at all times – both during and after your employment with the Company.

By statute and common law certain inventions, discoveries, improvements, copyright design, etc are the property of the Company. In addition, all confidential information relating to the Company must be treated as the property of the Company and must not be divulged to any person inside or outside the Company who should not rightly have possession of it. Such information includes trading and commercial plans or marketing details, names, addresses and confidential information of customers, partners or employees and information concerning pricing, products and services that are being developed.

Trademarks, service marks and copyrights:

No employee may negotiate or enter into any agreement respecting the Company's trademarks, brand identity or logos without first consulting the Managing Director. The Company also respects the trademark rights of others and any proposed name of a new Company product, financial instrument, or service intended to be sold or rendered to customers must be submitted to the Managing Director for clearance prior to its adoption and use. Similarly, using the trademark or service mark of another company, even one with whom the Company has a business relationship, always requires clearance or approval by the Managing Director to ensure that the use of that other company's mark is proper.

You must avoid the unauthorised use of the copyrighted materials of others and should confer with a director if you have any questions regarding the permissibility of photocopying, excerpting, electronically copying, or otherwise using copyrighted materials. In addition, simply because material is available for copying, such as material downloaded from the Internet, it does not mean that it is automatically permissible to copy or re-circulate it. All copies of work that is authorised to be made available for ultimate distribution to the public, including all machine readable works such as computer software, must bear the prescribed form of copyright notice.

The Company is entitled to all rights in ideas, inventions, and works of authorship relating to its business, that are made by employees during the scope of their employment with the Company or using the resources of the Company. Employees are required to promptly disclose all development ideas to their manager, and to execute the necessary documentation to transfer all rights to the Company to evidence its ownership, or to obtain legal protection for it.

All papers, records, photographs and preparations relevant to employment which are made by employees or which come into their hands remain the property of the Company and must be returned on termination of employment.

During your employment with the Company or at any time after leaving, you must not knowingly commit any act or omission which adversely affects any of these intellectual property rights. Any violation of the Company's intellectual property rights by you will normally be regarded as gross misconduct and/or may result in legal proceedings being brought against you.

Intellectual property rights include but are not limited to:

- Letters
- Copyrights (including design copyright applications for any of the foregoing and the right to apply for them in any part of the world)
- Data base rights
- Registered and unregistered design rights
- Registered and unregistered trade marks

- Patents
- Designs
- Processes
- Formulae
- Utility models
- Discoveries
- Creations
- Inventions or improvements upon or additions to an invention
- Marketing materials and the Company's brand identity, including packaging materials
- Goodwill
- Know-how
- Confidential information
- Moral rights
- Any research effort relating to any of the above mentioned moral rights and any similar rights in any country.

The above, including all other commercial and intellectual property rights, belong solely to the FK Group of Companies. Upon leaving the Company you have no rights or entitlements in relation to any of these materials, irrespective of whether or not you contributed to designing and developing them during the course of your work.

During your employment with the Company or at any time after leaving, you must not knowingly commit any act or omission which adversely affects any of these intellectual property rights. Any violation of the Company's intellectual property rights by you will normally be regarded as gross misconduct and/or may result in legal proceedings being brought against you.

Whistleblowing

The Company seeks to conduct itself honestly and with integrity at all times and we are committed to the highest standards of service delivery to our customers and to transparency and accountability in all of our activities. As an employee you have an important role to play in achieving this commitment.

However, we acknowledge that all organisations face the risk of their activities going wrong from time to

time, or of unknowingly harbouring malpractice. We believe we have a duty to take appropriate measures to identify such situations and to attempt to remedy them. On this basis, you are encouraged to raise any genuine concerns you may have about malpractice in the workplace, taking reassurance in the knowledge that the Company will protect you from reprisals, including victimisation and dismissal.

Please be aware that if you fail to report your suspicions you may become implicated in wrongdoing, which will be regarded as a serious matter. We do expect therefore that if you have

Some examples of whistleblowing include the exposure of actual or suspected:

- a) Criminal activity;
- b) Fraud or corruption, for example offering or accepting a bribe;
- c) Wilful deception or dishonesty in relation to the delivery of customer services;
- d) Breaches of legislation, for example the Data Protection Act;
- e) Abuse of authority (or the Company's authority) for personal gain or in breach of the Company's policies and procedures;
- f) Health and safety issues, for example the inadequate maintenance of plant and machinery that puts the safety of employees, subcontractors, customers or members of the public at risk;
- g) Environmental issues, for example the illegal dumping of toxic waste or failure to prevent toxic substances leaking into the atmosphere or water sources;
- h) Physical, sexual or emotional abuse of a colleague or customer (please note that if you personally are the victim of abuse you should raise the matter immediately using the Company's grievance procedure).

The Company's whistleblowing policy is based on the Public Interest Disclosure Act and covers all UK employees. It is intended to provide the means for you to raise any genuine concerns you may have about actual or suspected impropriety, wrongdoing or malpractice within the Company at an early stage and in the right way. Given that the "whistleblowing"

procedures are in place, it is reasonable to expect employees to use them in the first instance rather than to air their complaints outside the Company.

The procedure applies in all cases where you have genuine concerns, regardless of where in the Company this may be and whether the information involved is confidential or not. It should be emphasised however that this policy is not designed for employees to question the financial or business decisions taken by the Company.

If you are concerned or wish to complain about a matter which affects you directly and personally, you should therefore use the Company's grievance procedure rather than the whistleblowing procedure.

In some cases there may be an overlap between a whistleblowing concern and a grievance, for example a health and safety matter where the risk also affects you.

Please note however that the whistleblowing procedure cannot be used to raise a backdoor grievance relating to a personal matter which has already been investigated and dealt with under the Company's grievance procedure.

Similarly it should not be used to reconsider any matters which have already been addressed under the Company's disciplinary (or other) procedure.

Support for Whistleblowers

We recognise that it takes great courage and determination to make a disclosure of this nature. The Company is therefore wholly committed to offering long term and ongoing support to whistleblowers who have a genuine belief in the authenticity of the information being disclosed and who are acting in good faith and not for personal gain. In these circumstances you will be fully protected both in law and by the Company's whistle-blowing policy, from dismissal or being subjected to any detriment, even if it is later found that you were mistaken.

'Detrimental treatment' includes dismissal, disciplinary action, threats or other unfavourable treatment such as being purposely excluded from meetings, conversations and events that under normal circumstances you would expect to participate in.

Please note however that this protection does not apply to someone who maliciously raises a concern

that they know is untrue. Malicious allegations of this nature will be regarded as a serious disciplinary matter.

Once a disclosure is made, the Company will appoint a senior manager to act as your key contact to keep you up to date with the progress of the investigation and to provide any specific support that you may need.

If you believe that you are suffering from any form of reprisal (including harassment, intimidation and victimisation) or if you are being treated less favourably in any way as a result of having raised your concerns, you should speak with your allocated senior manager or a director straightaway. You also have the right to raise a grievance.

Anyone who victimises or retaliates against a colleague who has raised a concern under this policy will be subject to disciplinary action, up to and including summary dismissal for gross misconduct.

Confidentiality

Every effort will be made to keep your identity confidential, at least until any formal investigation is under way. In order not to jeopardise the investigation into the alleged malpractice, you will also be expected to keep the fact that you have raised a concern, the nature of the concern and the identity of those involved confidential.

There may be circumstances in which, because of the nature of the investigation or disclosure, it will be necessary to disclose your identity. This may occur in connection with associated disciplinary or legal investigations and proceedings. If in our view such circumstances exist, we will make efforts to inform you that your identity is likely to be disclosed.

If it is necessary for you to participate in an investigation, the fact that you made the original disclosure will, so far as is reasonably practicable, be kept confidential and all reasonable steps will be taken to protect you from any victimisation or detriment as a result of having made a disclosure. It is possible, however, that your role as the whistleblower could still become apparent to third parties during the course of an investigation.

Equally, should an investigation lead to a criminal prosecution, it may become necessary for you to

provide evidence or be interviewed by the police. In these circumstances, again, the implications for confidentiality will be discussed with you.

Anonymous reporting

You have the right to submit an anonymous concern however we would encourage you to be open about your identity as anonymous disclosures are very difficult to act upon as there may be little or no corroborated evidence to substantiate the allegations. Proper investigation may prove impossible if the investigator cannot obtain further information from you, give you feedback or ascertain whether your disclosure was made in good faith. As such the Company does not encourage anonymous reporting as we believe it is more appropriate for individuals to come forward openly with their concerns.

Nevertheless the Company will take any disclosure seriously and we will investigate the matter thoroughly and objectively before making a final assessment. If we receive an unsupported, anonymous disclosure it will be treated with caution but may be pursued further, at the discretion of the Company, if we believe that there may be some substance to the allegations.

Procedure for raising a concern

Normally, as a first step, you should raise your concern with your head of department or a director as soon as you become aware or suspect that something untoward is occurring. However, dependent on the potential seriousness of the issue(s) concerned and who is involved, it may be appropriate for you to make your disclosure directly to a director and you are permitted therefore to by-pass the line management structure. Where appropriate this may mean taking your concerns directly to the Managing Director.

In exceptional circumstances where it would be inappropriate to approach either your line manager or a director you may raise the matter directly with the QSHE Manager.

You may raise your concern verbally or in writing and should include full details and, if possible, supporting evidence. You must state that you are using the Whistleblowing Policy and specify whether or not you wish your identity to be kept confidential.

Investigation procedure

- 1) If you have any personal interest in the matter you have raised you must disclose this at the outset.
- 2) Your disclosure under this policy will be acknowledged in writing, including confirmation that the matter will be investigated and that the Company will get back to you in due course.
- 3) A suitable person will be identified to oversee and manage the disclosure. This will be someone who is in a position to take any necessary action as an outcome.
- 4) In most instances, there will be an initial assessment to determine whether there are grounds for a more detailed investigation to take place or whether the disclosure is, for example, based on erroneous information.
- 5) If it is deemed necessary to investigate fully, a suitable individual will be instructed to act as an investigating officer (i.e. to conduct an investigation into your disclosure); he/she will have had no previous involvement in the matter.
- 6) The length and scope of the investigation will depend on the subject matter of the disclosure. The investigation will be undertaken as quickly as possible without affecting the quality and depth of the investigation and we will aim to start the investigation within two weeks of you making the disclosure. The allegations will be fully investigated with the assistance, where appropriate, of other individuals within the Company and/or external bodies, for example the Company's auditors.
- 7) You may also be asked to provide more information during the course of the investigation. If you have asked to remain anonymous, care will be taken to respect this request.
- 8) As soon as is practically possible, a written acknowledgement of the concern will be sent to you as the complainant and thereafter, subject to any legal limitations, the investigating officer will report back to you in writing with the outcome of the preliminary enquiries/investigation, as appropriate, and on the action that is proposed.

9) If a full investigation has been deemed necessary, a judgement concerning the validity of the complaint will be made by the investigating officer. The judgement will be detailed in a written report containing the findings of the investigation and reasons for the judgement. The investigation report will be passed to the person managing the disclosure for his/her review (and to the Board of Directors as appropriate). The person managing the disclosure will then decide what action, if any, to take.

10) If the complaint is shown to be justified, appropriate action will be taken. This could involve invoking the Company's disciplinary procedure for the alleged perpetrators, and/or informing the relevant external authorities if there is evidence to suggest criminal activity, for example fraud or theft. In this event the Company will ensure that any internal procedures do not hinder a formal police investigation. We will endeavour to inform you if a referral to an external authority is about to or has taken place, although we may need to make such a referral without your knowledge or consent if we consider it appropriate.

11) If it is found that there is insufficient evidence of malpractice, or if the actions of the individual(s) are not considered serious enough to warrant disciplinary action, it may be more appropriate for the investigating officer to take a more informal approach to dealing with the matter.

12) You will receive written notification of the outcome of the investigation, although you may not receive all the details or a copy of the investigating officer's report. You will not be told whether or not the disciplinary procedure is being invoked with the alleged perpetrators as this information is a confidential matter between the Company and the employees concerned.

13) If you are not satisfied that your concern is being properly dealt with by the investigating officer, or if you are not satisfied with the response you have received, you should raise the matter in the first instance with the QSHE Manager or with the Company Secretary outlining your reasons.

14) If the investigation finds the allegations unsubstantiated and all internal procedures have

been exhausted but you are not satisfied with the outcome of the Company's investigation, the Company recognises that you have the lawful right to raise the matter with the appropriate external body or agency, for example the police, the Environment Agency or the Health & Safety Executive.

Corrective action and compliance

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If appropriate, a copy of the investigation report will be passed to the Company's auditors to enable a review of the Company's internal procedures.

As part of the investigation into disclosures made under this policy, recommendations for change will also be invited from the investigating officer to enable the Company to minimise the risk of the recurrence of any malpractice or impropriety which has been uncovered.

The QSHE manager will be responsible for reviewing and implementing these recommendations in the future and for reporting on any changes required to the main board.

Anti-corruption & bribery (Ethical Conduct)

It is Company policy to conduct all of our business activities in an honest and ethical manner and the directors are committed to ensuring that business is conducted without bribery. They believe the risk is however small given that the Company operates within the UK and with established customers and suppliers and that due diligence is conducted on those that are new to the Company.

We nevertheless take a zero tolerance approach to bribery and corruption and we are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and to enforcing effective systems to counter bribery. The policy therefore has the full and unequivocal support and commitment of the Managing Director, the directors and the senior management team.

The Company takes its legal responsibilities very seriously. Both the Company and its workers have individual liabilities under the Bribery Act 2010 and the directors and officers of a company may be found

guilty of bribery offences if they are implicated either actively or passively. The Company will therefore ensure that briefing on this policy, and our associated whistleblowing policy, will form part of the induction process for all new employees. Existing employees should ask their head of department if they are unsure of how to implement and adhere to this policy.

Any employee who breaches this policy will face disciplinary action, up to and including summary dismissal for gross misconduct. Any worker, including for example a subcontractor, consultant, freelance agent or supplier who is found to have breached this policy will normally have his/her contract with the Company (including any informal arrangement for the supply of goods and services) terminated with immediate effect.

Furthermore, an individual who is found to have committed an act of bribery and/or corruption will face up to ten years' imprisonment and, if the Company is found to have taken part in the act of bribery and/or corruption – or has failed to take reasonable steps to prevent it – we could face an unlimited fine, adverse publicity and potential damage to our reputation.

A copy of the Company's full anti-corruption and bribery policy, which includes detailed information about our expectations and requirements from our suppliers, is available from the QSHE Manager.

A definition of bribery

A bribe is defined in law as an inducement or reward that is offered, promised or provided in order to gain a commercial, contractual, regulatory or personal advantage. The Bribery Act 2010 lists four main offences:

- a) Giving a bribe;
- b) Receiving a bribe;
- c) Bribing a foreign public official;
- d) The corporate offence of failing to prevent bribery by an associated person for the Company's benefit.

It is not acceptable for the Company (or for someone acting on its behalf) or for you as an individual 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 a business advantage already given;

- b) Give, promise to give or to offer a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine or procedure;
- c) Accept payment from a third party that you know (or suspect) has been offered with the expectation that it will obtain a business advantage for them;
- d) Accept a gift or hospitality from a third party if you know (or suspect) that it has been offered or provided with an expectation that a business advantage will be provided by us in return;
- e) Threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy or the Company's whistle-blowing policy;
- f) Engage in any activity that may lead to a breach of this policy.

Areas of risk

We have identified that the following are particular risks for our business:

- a) Backhanders i.e. unofficial cash payments from suppliers or potential suppliers (including subcontractors);
- b) Overly lavish and/or disproportionately generous offers of hospitality to FK employees from suppliers or potential suppliers, for example offers of an expenses paid holiday in a property owned by the supplier;
- c) Off the record offers to FK employees of free building/renovation work to their home from suppliers or potential suppliers, for example offers of a free (or overly generously discounted) fitted kitchen, bathroom, extension or conservatory;
- d) Overly lavish and/or disproportionately generous offers of hospitality by FK employees to a customer or potential customer, for example an all-expenses paid trip to a major sporting event overseas such as the football World Cup;
- e) Offers of adult entertainment given to FK employees by a supplier or a potential suppliers (including subcontractors) or made by an FK employee to a customer or potential customer;

To address those risks we have taken the following steps:

- a) We will introduce an approved supplier listing of trusted suppliers and contractors and will only place orders with an approved supplier;
- b) We will have formal written agreements in place with all our suppliers, contractors etc;
- c) We will put in place a formal purchase order system for all supplier invoices;
- d) We will implement a robust system to monitor and report on all employee expense claims and requests for payments to third parties; this will be controlled by the Finance Director and Company Accountant;
- e) We will distribute this policy statement to all our customers, suppliers, potential suppliers, subcontractors, consultants, agents and to our business partners.

Gifts and corporate hospitality

The provision of gifts and corporate hospitality is a relatively common business practice and it is not in itself unlawful. However gifts, hospitality and political or charitable donations will be regarded as bribes if they are given or received with the intention of influencing business decisions. This policy does not therefore prohibit normal and appropriate hospitality (given and received) to or from third parties.

The giving and receiving of gifts is not prohibited if the following conditions 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 in explicit or implicit exchange for favours and benefits;
- b) It complies with local law;
- c) It is appropriate in the circumstances, and taking into account the reason for the gift, it is of an appropriate type and value and is given at an appropriate time. An example here would be a small gift given to a customer or supplier at Christmas;
- d) It is given in the Company's name and not in your name;
- e) It is given openly, not secretly;

f) The frequency and scale of hospitality offered is managed openly and with care and is not greater than the recipient's employer is able to reciprocate;

g) No gift should be offered to, or accepted from government officials or representatives or from politicians or political parties without the express prior approval of the Managing Director.

Gifts, tips and offers of hospitality from customers

You may accept moderate hospitality offered by a business contact, where it would be seen as an acceptable part of our business relationship with them. However you should not allow a position to be reached whereby your acceptance might be perceived by others to have influenced a decision or lead to allegations of conflict of interest. Moderate hospitality may be deemed to become excessive or perceived to be influencing when it is offered on a regular basis, for example frequently having lunch or dinner with the same supplier or contact.

Invitations from third parties to modest corporate entertainment events may be accepted if there is clear benefit to the Company, for example to build supplier relationships or to network with contacts. Invitations should not be accepted if the event is overseas or includes an overnight stay or adult entertainment. You must never accept hospitality whilst you are in the process of negotiating a contract with a third party.

An invitation that includes your spouse or partner may be accepted provided you have sought and obtained written approval in advance from a director. An email will suffice as a written record. The invitation must also meet the criteria outlined above and incur no additional cost to the Company, for example overnight accommodation.

If you are offered a gift by a supplier (for example a business diary or calendar, a box of chocolates or bottle of wine at Christmas) or hospitality at a sporting event, you must declare it and provide a written record to the Company Accountant regardless of the value of the gift or hospitality offered or received. Business gifts other than items of very small intrinsic value should not be accepted.

Hospitality and entertaining customers and suppliers

Hospitality and entertainment is only to be provided for business critical contacts and where it serves a legitimate business purpose and is offered openly in the normal course of business to promote good relations, to better present our products and services and/or to mark special occasions.

However, lavish or excessive entertainment may be perceived as compromising or intended to improperly influence the recipient and so may not be offered or accepted. Moderate hospitality may be deemed to become excessive or perceived to be influencing when it is offered on a regular basis, for example frequently offering lunch or dinner to the same individuals or contacts.

It is your responsibility therefore to ensure that the entertainment or hospitality offered is moderate, reasonable and proportionate to the circumstances and the Company's business relationship with the recipient(s). When planning to entertain a business contact(s), you should always discuss the business purpose and level of expenditure in advance with a director. Hospitality should never be offered to a business contact during contract negotiations.

Entertainment that is beyond the means of the recipient to provide for him or herself may create an actual or apparent conflict of interest and will not be considered moderate and reasonable.

Hospitality should therefore be appropriate to the role and level of an individual in the organisation. Please note that it is never acceptable to offer any form of adult entertainment.

Alcohol must not be served at meetings, restaurant meals or events during normal working hours; at events outside of normal working hours, alcohol (usually wine or beer) may be provided for the party(s) being entertained provided it is moderate in both price and quantity.

All claims for hospitality made via expenses must include the following information:

- a) Details of the amount and nature of the hospitality
- b) The name and employing company of all attendees, including staff and external clients;
- c) The business reason for the hospitality.

Facilitation payments and kickbacks

A facilitation payment is typically a small, unofficial "grease" payment made to a government official, for example a customs officer or immigration official, to ensure that they perform their duty either more promptly or at all.

A kickback payment is typically a payment made in return for a business favour or advantage; for example a contractor or supplier may pay a kickback to another contractor or supplier who introduces and/or recommends them to one of their customers or clients. Kickback payments have been fairly commonplace in the past and would previously have been regarded as an "above board" and legitimate business practice.

For the avoidance of any doubt, the Company does not make, and will not accept, facilitation payments or kickbacks of any kind.

If you are asked to make a payment on the Company's behalf you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment and if you have any suspicions, concerns or queries regarding a payment you should raise them immediately with a director. Please refer to the section below for further details of your individual responsibilities as regards record keeping.

You must avoid engaging in any activity that might lead to, or suggest, that a facilitation or kickback payment will be accepted by the Company.

Donations

From time to time the Company will make charitable donations, ensuring first that they are legal and ethical. From time to time we may also host or participate in corporate entertainment or charity events; please note that in these circumstances no-one other than a director may authorise a charitable donation, including the donation of items or monies to be offered as a prize, or the sponsorship of an external event.

Your responsibilities

We expect our employees not to mislead each other or indeed suppliers or clients alike, or to take advantage of genuine errors made by any party.

Where errors occur in the workplace, actions will be taken to remedy the situation, minimising impacts of any false information or error in regard to any party involved.

As regards your specific individual responsibilities:

- 1) You must ensure that you read, understand and comply with this policy at all time. We regard the prevention, detection and reporting of bribery and other forms of corruption as being a shared responsibility between the Company and all of those working for us or under our control. You are therefore also required to avoid any activity that might lead to, or to suggest, a breach of this policy.
- 2) You must declare any personal interest which may affect or be seen by others to affect your impartiality in any matter relevant to your duties at work.
- 3) We also expect you to act impartially and objectively at all times, to keep an unimpeachable standard of integrity in all business relationships and to foster the highest possible standard of professional competence in all your activities. When issuing competitive tenders to subcontractors, we expect you to adopt best practice, judging bids on the merits of their competitive offerings. This may involve keeping written records where appropriate to demonstrate that your actions have been fair and above reproach.
- 4) To respect the confidentiality of information received in the course of your work, which should never be used for personal gain. Information given in the course of duty should be honest and clear.
- 5) If you believe or suspect that action has been taken, or may be taken, that breaches or conflicts with this policy it is your responsibility to notify your manager or a director straightaway. For example if a supplier (or a potential supplier) offers you something to gain a business advantage with us, you should report it immediately. Suppliers include not only those businesses that provide the products, plant and equipment we use on-site but also items such as IT equipment, stationery and utilities together with services such as legal and HR advice, training, recruitment advertising and the supply of agency staff.

Record keeping (including expense claims)

The Company has implemented appropriate internal controls and will keep detailed financial records which

will evidence the business reason for any payments made to a third party. You must declare and provide a written record of all hospitality or gifts accepted or offered; this record must be submitted to the Company Accountant and it will be subject to senior management review at regular intervals.

You must ensure that all expense claims relating to hospitality, gifts or expenses incurred in connection with third parties are submitted in accordance with the Company's expense policy. Specifically, the expense claim should record the reason for the details of the amount and nature of the hospitality, the name and employing company of all attendees, including staff and external clients and the business reason for the hospitality.

Raising a concern

The Company recognises that if this policy is to be effective, employees and workers should have the means to raise any concerns and to report actual or suspected violations at the earliest opportunity and via a means where they can do so in confidence and without risk of reprisal. We ask therefore that you raise any concerns you may have about any issue or suspicion of malpractice at the earliest possible stage.

If you fail to report your suspicions you may become implicated in the wrongdoing, which will be regarded as a serious matter. We do expect therefore that if you have a serious concern(s), you will come forward and voice that concern as soon as possible using the procedure set out in the Company's whistleblowing policy which can be found on page 65 of this handbook.

If you are unsure about whether a particular act, or suspected act, constitutes bribery or corruption, or if you have any other queries, you should raise them with your head of department or with a director. It is important that you tell your head of department or a director as soon as possible if:

- a) You are offered a bribe by a third party;
- b) You are asked to make an unusual payment to a third party;
- c) You suspect that either of the above may happen in the future.

You should also report it straightaway if you believe that you are a victim of another form of unlawful activity.

We recognise that individuals who refuse to accept an offer or a bribe, or those who raise concerns or report another's wrongdoing, may be worried about possible repercussions. The Company is wholly committed to offering long term and ongoing support to anyone who raises genuine concerns in good faith under this policy and to ensuring that no-one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption. 'Detrimental treatment' includes dismissal, disciplinary action, threats or other unfavourable treatment such as being purposely excluded from meetings, conversations and events that under normal circumstances you would expect to participate in.

If you have a genuine belief in the authenticity of the information being disclosed and you are acting in good faith and not for personal gain, you will be fully protected, both in law and by the Company's whistleblowing policy even if it is later found that you were mistaken. Please note however that this protection does not apply to someone who maliciously raises a concern that they know is untrue. Malicious allegations of this nature will be regarded as a serious disciplinary matter.

If you believe that you are suffering from any form of retribution (including harassment, intimidation and victimisation) or if you are being treated less favourably in any way as a result of having raised your concerns you should speak with a director straightaway. You also have the right to raise a grievance; please refer to page 52 for further information about the Company's grievance procedure.

Company property

If the Company has provided you with equipment of any sort, including (but not confined to) laptop and IT equipment, mobile phone, uniform and PPE, keys to the premises, computer disks, documentation etc. It has been on the basis that the equipment is required to enable you to carry out your duties effectively rather than as a benefit or "perk" of the job.

As such you have no contractual entitlement to any Company property you have been allocated

and all such equipment remains the property of the Company. The Company reserves the right in its absolute discretion to withdraw the use of Company property from you at any time without giving any reason and without compensation.

Any Company property provided to you will be for business use only and unauthorised possession, mistreatment (whether direct or indirect) or improper use of the property may result in disciplinary action, up to and including summary dismissal for gross misconduct. Please see below for further information about your responsibilities for the proper care and maintenance of any Company property assigned to you; for these purposes please be aware that Company property includes sensitive and/or confidential information about the Company and (but not restricted to) its employees, directors, suppliers, clients, subcontractors and business partners.

You are not permitted to remove material or equipment of any kind from the Company or any other place of work without prior written permission. The Company's time, material and/or equipment must not be used for unauthorised work.

On leaving the Company you must immediately, upon request, return all the Company's books, documents, keys, equipment and the like which may have been entrusted to you for the purpose of your employment. You will also be asked to provide details of any passwords used to access your computer and/or individual documents held electronically.

Theft, loss and/or damage to company property All instances of theft, loss or damage must be reported to your head of department or to a director as soon as practicable. Instances of theft or attempted theft must also be reported to the police and a crime number obtained.

Please remember that the Company's insurance cover may be invalidated if equipment such as a laptop or mobile phone is left in a vehicle overnight or left in view when the vehicle is unattended during the day. Such equipment, if taken on an aircraft, should be carried as hand luggage and not placed in the hold. Whilst travelling all items are to be taken into your hotel/private residence and not left in the hotel car park even if this is thought to be or described as) secure.

You should make sure that at all times reasonable precautions are taken to ensure the safety, proper usage and care of items belonging to the Company. If any equipment or books, computers, telephones, software etc entrusted to you are lost, stolen or damaged whilst in your care and the Company considers it to be wholly or partly your fault (for example as a result of negligence or wilful/malicious intent on your part) we may require you to pay for meet the cost of any repair or replacement, either in full or part. In this event we reserve the right to make a deduction from your salary or from any monies which are owed to you. You may also face disciplinary action.

Returning company property

There are 2 options for returning your company vehicle/ IT / phone equipment - please see below.

Option A

An amount of £1000 will be withheld from your final salary and will be released within 3 working days, pending satisfaction that your company vehicle and IT equipment has been returned undamaged.

If your company Vehicle/ IT/ Phone equipment is damaged, monies will be deducted from this withheld amount, up to a maximum of £500 per vehicle/ IT/ phone.

If your company vehicle has been damaged since you have been the registered driver, you have the opportunity to have repairs done yourself as long as the business has been provided with a 30 day guarantee of works by your chosen body shop.

The company's recommended body shop is Car Body Solutions.

Option B

If you are able to continue to work your notice without the use of your company car, you can return your company vehicle prior to the 18th of the month, when the payroll is closed off, to avoid this £500 being withheld for your company vehicle, just the £500 for your IT/ Phone.

If you have any queries regards the above policy, please speak to the IT team of our HR department.

Cars

If you are required to drive on company business you will first need to confirm that you have a full, valid UK driving licence and you will be asked to provide

a copy for the Company when you first commence employment, together with a copy of your current insurance documents. At annual intervals thereafter you will be required to provide an up to date copy of your insurance documents and your licence showing any motoring convictions, endorsements etc.

You are also responsible for renewing your licence, as appropriate

The Company reserves the right to change the provisions of the car policy periodically in response to business needs.

Please also note that the Company will withdraw the provision of the company car/vehicle in the following circumstances:

- a) Where a company car/vehicle has been given on the basis of job need as opposed to an employee benefit (i.e. a 'perk') and the nature of your job changes such that there is no longer a requirement for you to travel on business to perform your duties. In these circumstances there is no entitlement to receive a compensatory payment or adjustment to salary;
- b) If you are charged with and/or convicted of a driving offence, or disqualified from driving, or otherwise fail to maintain a valid current driving licence entitling you to drive on public roads in the United Kingdom.

Please also note that if you are disqualified from driving, and driving on public roads forms as essential part of your job duties, your employment may be terminated, without notice or payment in lieu of notice, if we are unable to move you into a suitable alternative post for the duration of the driving ban.

Driving on company business: general rules for all drivers

The following rules apply at all times for anyone driving on company business regardless of whether or not you have a company vehicle or you are using your own vehicle. A breach of one or more of the rules will be regarded as a serious disciplinary matter and will result in disciplinary action being taken up to and including summary dismissal:

- 1) Each month you will be required to submit a mileage record providing details of the business mileage travelled and you will be reimbursed for all legitimate and reasonable business mileage you incur, together with the cost of any congestion charges or toll fees you incur whilst driving on company business.

- 2) It is your responsibility to take good care of the vehicle and to ensure that it is clean and presents a favourable image to clients and potential clients. You must also ensure that it is maintained in a good and roadworthy condition and that the provisions of any policy of insurance relating to the car are observed.
- 3) You must never drive the vehicle in an unsafe manner or condition and it is your responsibility to comply with road traffic law at all times. You will be personally responsible for paying any penalty fines associated with a road traffic offence you have committed that the Company may incur, including speeding fines and parking tickets.
- 4) It is also your responsibility when parking the vehicle, to ensure that it is left in a secure and legal position. If, by your actions, the Company incurs a parking fine or a fee for the release of a vehicle that has been clamped or towed away, these monies will be deducted from your salary.
- 5) You must not carry unauthorised goods or passengers in a company vehicle or use the vehicle in any way for personal gain, for example you (or a family member) using the car out of hours to operate as a courier for a home delivery network;
- 6) You must ensure that all passengers wear seatbelts, use child restraints (if appropriate) and, if it is a company vehicle, that no-one smokes in the car;
- 7) You must notify the Company immediately in the event of any change to the status of your driving licence, including any penalty points you incur, and/ or any summons you receive which may lead to your conviction.
- 8) You must inform the Company immediately if you are charged with and/or convicted of a driving offence or disqualified from driving or otherwise fail to maintain a valid current driving licence entitling you to drive on public roads in the United Kingdom.
- 9) You are required to advise the Company straightaway if you are involved in any prosecution for a road traffic offence whether as a defendant or a witness.

Use of mobile phones whilst driving: rules for all drivers

Mobile phones must not be used whilst you are driving as it is an offence to use a handheld mobile

unless the vehicle is stationary with the engine switched off. A breach of this rule will be regarded as a serious disciplinary matter and may result in disciplinary action being taken.

You must therefore observe the following rules:

- 1) Do not hold a handheld phone (or similar device) at any point during the making or receiving of calls or engage in interactive communication whilst driving.
- 2) To make or receive a call on a handheld phone pull off the road when it is safe to do so and park with the vehicle engine switched off. Making or receiving a call whilst stationary for example at traffic lights or in traffic congestion is still an offence. The one exemption from the above is in the event of a genuine emergency, where you need to call 999 in circumstances where it is unsafe or impractical to pull over.
- 3) A hands-free phone (i.e. one that can be operated without holding it in any way e.g. via a cradle or a voice/button activated earpiece) may be used whilst driving but any such calls should be kept to a minimum. You are also required to ensure that you have proper control of your vehicle at all times whilst using your mobile phone whilst driving.
- 4) If you are required to drive on Company business it is your responsibility as the driver to ensure that you have the correct hands free equipment fitted to your car. The Company will normally reimburse you for the cost of the equipment and its installation.
- 5) If your hands-free equipment is faulty please divert your phone to voicemail on commencement of your journey. If you are on a long journey you should arrange to pick up your messages on your rest breaks.
- 6) The penalty for breach of the legislation is a fine and/or a fixed penalty. In the event that you receive a fine it will be your responsibility and not that of the Company to make payment accordingly.

Use of your own car on company business You may only use your own car on company business with the prior approval of the Company and you are responsible for ensuring that the vehicle is adequately insured for business use. You will be entitled to claim reimbursement of any reasonable business mileage incurred, in accordance with the Company's expense policy, and upon submission of an itemised claim form and valid VAT receipts.

Company vehicles: general

- 1) The Company will be responsible for the payment of all reasonable standing and running costs of the car, including insurance, tax, MOT, maintenance and repair. All maintenance and repair should be carried out at a company approved garage. Failure to comply with this will result in the Company only reimbursing reasonable market rates for repairs.
- 2) You are responsible for ensuring that only the correct type of fuel and approved oil grade are used in the vehicle. In the event that the use of incorrect fuel results in significant damage to a company vehicle or we incur extensive costs to recover the vehicle, we reserve the right to recover the cost in full or part if there are reasonable grounds to believe that this was the result of carelessness or negligence on your part. You may also face disciplinary action.
- 3) Please note that only authorised employees can use a company vehicle. Authorised drivers are normally all employees of the Company who meet the following criteria:
 - Are age 21 years or more;
 - Hold a full UK driving licence;
 - Have been given express, prior permission to drive a company vehicle by a director;
 - Have given full details of any motoring convictions they may have or have had in the past five years to the Company.
- 4) At the Company's discretion you may use a company vehicle for reasonable private use provided you first seek and obtain authorisation from your head of department (please note however that permission for such personal use may be withdrawn at any time). It will be your responsibility to pay all expenses directly connected with the private use of the car with the exception of fuel for private mileage if you receive this employee benefit.
- 5) If you wish to take a company vehicle abroad, for example on holiday, you must first seek and obtain the express permission of a director.
- 6) The Company will permit the reasonable personal use of the car by your spouse or partner. You are responsible however for ensuring that your spouse or partner meets any requirements of the Company's current insurance policy, that he/she is fit and legally

qualified to drive and that they use the car in a responsible and lawful manner. You will be required to provide a copy of spouse or partner's driving licence each year and you must notify the Company immediately in the event that your spouse or civil partner ceases to be fit or legally qualified to drive.

7) You must return the car, its keys and all documents relating to it to the Company's offices (or such other place as we may reasonably stipulate) immediately upon the termination of your employment or upon you becoming no longer legally entitled to drive.

Company vehicles: accidents and incidents

8) You must report immediately any incident or accident that occurs whilst you are driving a company vehicle regardless of whether or not you or a fellow road user/pedestrian sustain an injury or there is damage to a vehicle or to property.

9) If you are involved in a road traffic accident you must stop at the scene. Please ensure that the vehicle is safe and remove yourself from any further risk; telephone the emergency services if required.

10) Please obtain the name and address of any witnesses and if a third party is involved obtain their insurance details. Avoid admitting any liability and don't get involved in an argument. Contact the Company as soon as possible, by telephone if necessary.

11) Where the Company has reasonable grounds to believe that the accident was your fault (either in full or part) we reserve the right, at our absolute discretion, to recover the insurance excess or the full cost of repairs from you.

Company vehicles: windscreen breakages

In the event of a windscreen breakage, you must have it replaced by the approved supplier. A list of depots and emergency numbers should always be carried in the vehicle. A 24 hour service is always available throughout the year so there should be no reason for not using this service.

Company vehicles: accessories

No additional accessories may be fitted to the vehicle without written authority from the Company. If such written authority is given, it is your responsibility to ensure that only approved accessories are fitted in a professional workmanlike manner in accordance with the vehicle manufacturer's recommendations.

On return of the vehicle, accessories fitted at your request must either be left in situ or else damage arising from the fitting made good at your expense.

Company vehicles: fines

Any fines or prosecutions arising from any motoring offence, either moving or static, will be your responsibility and not that of the Company.

Notices relating to such fines received by the Company will be passed to the employee responsible. Any unpaid fines will be settled by the Company on receipt of the first reminder and the amount deducted from any monies, including pay and expenses, due to you. In this event, the Company will also charge you an administration fee of 50% of the fine (subject to a minimum administration fee of £5)

Company vehicles: electric cars

If you leave the business within 12 months of having an electric charge point installed at your home, you will be liable to pay the full costs incurred by the Company.

Expenses

The Company will reimburse you for all reasonable business expenses incurred. Please note that the expense policy is discretionary and does not form part of your contractual terms and conditions of employment; the policy may be amended or revised at any time at the Company's absolute discretion.

The submission of a false or exaggerated expense claim will be regarded as a serious disciplinary offence and will result in disciplinary action being taken up to and including summary dismissal for gross misconduct.

General rules

- 1) You are expected to settle all expenses directly and not request that the third party charge the expense directly to the Company. The only exception is air travel, which will normally be arranged and paid for by the Company.
- 2) If two or more employees are participating in a business activity, including staff entertainment events, where legitimate expenses will be incurred, for example team lunches and drinks, the senior employee must pay unless circumstances warrant otherwise. Similarly, when two or more employees

travel or entertain together, the senior employee should reclaim any common expenses, such as meals, on their expense form, unless circumstances warrant otherwise.

- 3) If it is likely that an individual expense may exceed £150, for example hotel accommodation or rail ticket, you must first seek and obtain authorisation from a director before making any purchase or reservation which is non-refundable.
- 4) The following expense items will always require the pre-approval of a director:
 - Meeting room hire
 - Airfares
 - Car hire
 - Customer or supplier gratuities and gifts
 - Professional subscriptions
- 5) The following items will not normally be reclaimable as expense items:
 - Staff entertaining, including meals and refreshments (unless expressly pre-approved by a director)
 - Staff gratuities and gifts, including birthday gifts and leaving presents
 - Entertaining spouse/partner/family members or friends
- 6) Expense claims can only be authorised by a director or by your head of department. All claims must be submitted promptly to the Finance Department, using the expenses app on your phone. Please note that we will only reimburse actual expenses incurred; estimated expenses will not be accepted. Expense claims, once authorised, will normally be paid within three working days.
- 7) A VAT receipt must be obtained for all business expenditure, with the exception of business mileage claims. Please ensure that when making a claim you attach a receipt for each separate item showing a VAT number (or equivalent) as this enables the Company to make a claim for any recoverable VAT. Even if the expense was incurred overseas it is still important to enter the VAT equivalent number as the Company can make a claim for recoverable overseas VAT.

- 8) Final approval of expenses rests with the Managing Director whose decision will be final.
- 9) You should not allow your expense claims to build up and claims should be submitted therefore on a monthly basis. Only with the explicit approval of the Managing Director will the Company process expense claims older than 60 days.

Daily subsistence allowances

- 10) Subsistence claims for meals whilst you are working away from your normal place of work are no longer permissible, unless you are also required to stay overnight.
- 11) If you are required to work away from your normal place of work, and stay overnight, you can claim a daily subsistence allowance of up to £25.00 to cover lunch, breakfast and evening meal (the allowance is £10.00 on a Friday to reflect the early finish time).
- 12) The subsistence allowance must be accompanied by a receipt(s) showing the date to which it applies. Please note that alcoholic beverages are not reclaimable as an expense item.

Overnight hotel accommodation

- 13) If you are required to stay away from home on business overnight hotel accommodation should be booked through the Company (currently bookings are handled by FK's administration team). Please note however that you may be expected to travel home if the journey time is less than two hours (for a single journey) and/or if you are less than 100 miles from home, and the cost of travel is less than the cost of the hotel accommodation.
- 14) Accommodation will be booked at a Premier Inn (or similar) and you are asked to plan ahead wherever possible so that rooms can be pre-booked or block-booked to take advantage of any discounted rates available. Alternatively, if it is practical for you to stay with friends or family overnight, and you would prefer to do so, you may claim a £50.00 per night allowance, inclusive of any meals.
- 15) You may not travel to a destination and claim overnight accommodation the day before a meeting unless same day travel is impractical.
- 16) Whilst staying away overnight on business in a hotel, breakfast and dinner are reclaimable, subject to the daily allowances set out in point 11 above.

Security

All employees are expected to be alert and conscientious regarding Company security. Please ensure that you make yourself aware of the security arrangements in operation in your building/site, including the emergency evacuation procedure; observing security procedures and co-operating fully with any requests from management in this respect will minimise the risk of things like theft, malicious damage or threats to your safety or that of your colleagues, customers and visitors.

If you are entrusted with keys to company premises, vehicles, cupboards or other property you should always keep them on your person or leave them in a secure, designated location. Never leave keys lying around or give them to another person unless specifically authorised to do so by a director.

All employees have a duty to report any act of theft, dishonesty, malicious damage or threats made to or by a member of staff, customers or third party, which they know about (or suspect may have happened) regardless of who is involved. In this event please speak immediately to your head of department, or in their absence, to another senior manager or director.

A breach of the Company's security policy and procedure as explained above, including any loss sustained by the Company as a result of your negligence, will be regarded as a serious disciplinary offence and if proven, will result in disciplinary action being taken up to and including summary dismissal for gross misconduct.

Parking

The Company provides car parking facilities at its offices for use by employees and visitors. To avoid causing an obstruction and/or the risk of accident or collision, all vehicles must be parked in a designated parking area at all times. The Company does not accept any liability for damage to, loss from or theft of private vehicles regardless of how the damage, loss or theft may have been caused.

Personal belongings

The Company cannot accept responsibility for your personal property. You should therefore take sensible precautions to safeguard your belongings while you are working; please do not bring valuables or large

sums of money to work with you and do not leave any personal possessions or valuables unattended on the company premises or in company vehicles. Any damage or loss to your personal belongings should be reported to your head of department immediately.

Right of search

In order to safeguard the security of the Company's property together with that of its employees, customers and visitors, we reserve the right to search your personal belongings (including but not confined to your bag, purse/wallet, pockets and any vehicle you have with you).

You will always be asked to be present during any search of your property and you may, if you wish, have a fellow employee accompany you as a witness. You will not be required to submit to a search of clothing other than outer garments, for example coat or jacket. A more thorough search of clothing may however be undertaken by the Police where there are reasonable grounds to believe that you may have misappropriated property or have illegal substances concealed about your person.

The request that you submit to a search does not imply any dishonesty or wrongdoing on your part. You will be expected to comply with any management request to search your belongings and an unreasonable refusal of your part will normally be regarded as a disciplinary offence and may result in disciplinary action being taken up to and including summary dismissal for gross misconduct.

Surveillance

To protect our employees, customers and visitors and the Company's premises we reserve the right to undertake surveillance, including the installation of CCTV cameras, where there are reasonable grounds to do so. This is in accordance with the Privacy Notice.

This includes for example incidents of suspected theft, assault or acts of vandalism. Please be aware that you will not always be informed in advance of the surveillance activity.

Visitors

Visitors should not be allowed to wander around unaccompanied and must be informed of any health and safety requirements in force in the areas you may take them in to. Any employee wishing to bring guests

into the staff-only areas of the Company's premises, particularly in the case of children, must obtain prior permission from their head of department.

Police or court action

You are required to inform your head of department immediately if the Police declare that they will be taking action against you, irrespective of whether the alleged offence took place at work or in your own time. In these circumstances it does not necessarily mean that the Company will take disciplinary action against you and each case will be viewed on its own merits.

However if you seek to conceal any police or court action, this will be viewed as a serious disciplinary matter and will result in disciplinary action being taken up to and including summary dismissal for gross misconduct.

Lost property

Any 'lost' property found on the premises, including items which may have been left by a customer or visitor must be handed immediately to your head of department.

Buying or selling of goods

You are not permitted to buy or sell goods on your own behalf on company premises or during working hours.

Alcohol and drugs at work

The Company's policy on drugs and alcohol is designed to promote a healthy and safe environment for employees, contractors, clients and any third parties with whom we come into contact, including members of the public. It also aims to ensure that we maintain a positive public image and comply with health and safety legislation and criminal law.

We operate this policy regarding employees' use of alcohol, drugs and substances of abuse in that, workers should not, at any time in their work, be affected by alcohol, drugs or substances of abuse.

For the avoidance of any doubt, the Company has a zero tolerance policy regarding the abuse or misuse of alcohol or drugs by our workers.

Specifically the purpose of this policy is to:

- a) Prevent risks of accidents to employees, contractors, clients and anyone else who might be affected by such abuses; and

b) Alert workers to the risks associated with heavy or inappropriate drinking, recreational drug taking or substance abuse and to promote a progressive change of attitudes towards alcohol, drugs and substance abuse;

c) Explain our approach to screening and how and when disciplinary measures will be taken;

d) Protect the Health, Safety and Welfare of our workers by making information, counselling and rehabilitation programmes available to those coming forward with an alcohol, drugs or substance abuse problem.

The scope of the policy

This policy covers all individuals working at all levels and grades within the company, including directors, senior managers, employees (both permanent and temporary), trainees, together with any casual or agency staff or freelance and self employed contractors working either on Company premises or a client's premises. Collectively we will use the term 'workers' within this policy to mean everyone listed above.

Where subcontractors or sub-contracted staff are required to work at company premises or at a client's work site, they are required to abide by the rules and standards set out in this policy document at all times. Sub-contracted staff will however be considered employees of their agent who will be responsible for putting in place appropriate rehabilitation support or for dealing with any disciplinary matters appropriately, in liaison with the Company where necessary.

The policy covers the misuse of illegal drugs and alcohol and also the use of prescription drugs (where the latter has a detrimental affect on your performance and/or conduct at work).

General principles

The consumption of alcohol and/or drugs impairs work performance and productivity and may have a detrimental affect upon your attendance at work. It also increases health and safety risks for you personally and for other people with whom you come into contact.

The Company distinguishes between the use of alcohol and drugs in the workplace which will be regarded as a disciplinary offence and treated

appropriately and sickness arising out of alcohol or drug problems. However you should be aware that abuse of alcohol or drugs in the workplace is likely to lead to dismissal.

The Company has in place a programme of workplace screening and testing for alcohol and drugs, which will be undertaken by Screen Safe UK using tests that conform to industry best practise, and detailed below. If a worker tests positive for drugs (which can include prescription medication if it contains one or more of the active ingredients also found in illegal, recreational drugs) and/or alcohol they will be suspended from work pending further investigation.

However, if at any time we have reason to believe (or to suspect) that your performance or conduct is being adversely affected by alcohol or drug use, regardless of whether or not you have been tested and returned a positive test, we reserve the right to suspend you on medical grounds, if appropriate.

We may also ask you to give your consent for the Company to request a medical report from your own GP or to refer you for an independent medical examination and assessment. However please note that in certain circumstances you may face disciplinary action up to and including summary dismissal; please refer to the 'disciplinary action' section below for further details.

We will always seek first to support an employee who has a drug or alcohol dependency problem and we will pursue options with you for your rehabilitation, putting in place a rehabilitation programme. However, if you refuse to co-operate with these measures, and/ or if you do not demonstrate and sustain the required improvement in performance and conduct you may face disciplinary action, up to and including dismissal.

As regards your responsibilities, it is expected that you will:

a) Report for work, and remain throughout the working day, in a fit and safe condition to undertake your duties and not be under the influence of alcohol or drugs;

b) Notify your manager immediately if you have been prescribed medication by a doctor and/or if you are taking over the counter medication and your doctor or a pharmacist or the guidance notes accompanying

the medication advises that you may experience symptoms which could affect your ability to do the job safely and effectively (see below for further details);

c) Present a professional, courteous and efficient image to those with whom you come into contact at all times and adopt a responsible attitude towards drinking and taking prescribed and over-the-counter drugs;

d) Co-operate with any support and assistance provided by the Company to address an alcohol or drug misuse problem;

e) Report any known or suspected breaches of the policy by others to a senior manager; never cover up for a colleague who has an alcohol-or drug-related problem but instead encourage the individual to seek help. Please note however that if you knowingly make a false and malicious report that another worker is misusing alcohol or drugs, you may face disciplinary action;

f) Ask for help from the Company if you recognise that you have a problem with alcohol or the use of drugs (whether prescription drugs or recreational drugs) where you will be supported by relevant counselling and rehabilitation;

Prescription drugs & over the counter medication: Please be aware that certain prescription drugs, and over the counter medication bought from the chemist, can impair your performance and also present a risk to your safety and that of the people with whom you come into contact at work. You may also test positive for drugs in a screening test, which will automatically trigger your suspension from work whilst we send the test sample for further laboratory analysis.

The safety risk is particularly serious if, for example, you are operating machinery or working at heights and to avoid any unnecessary risk, it is your responsibility to ensure that you are fit for work whilst taking any medication. With this in mind, when your doctor prescribes you any medication, you must tell the doctor what job you do and ask him/her if there are any side-effects associated with the medication that means it could be unsafe for you to continue to undertake your normal duties whilst you are taking the medication.

Similarly if you buy any over the counter medication, you must ask the pharmacist if there are any side-

effects associated with the medication that means it could be unsafe for you to continue to undertake your normal duties whilst you are taking the medication. Please also ensure that you read carefully the guidance notes that come with the medication (typically the notes are printed on a sheet that you'll find folded inside the box).

If your doctor or pharmacist tells you that you may experience symptoms which could affect your ability to do your job safely and effectively, or if the guidance notes accompanying the medication warn you that this may be a possibility, you must tell your Line Manager immediately and before you start work. In these circumstances we will endeavour to find you alternative work that can be done safely. The sort of symptoms that you need to look out for include, but are not limited to, drowsiness, nausea (feeling sick), dizziness and loss of concentration.

Disciplinary action:

You will be suspended and sent home and may face disciplinary action, up to and including summary dismissal for gross misconduct if the Company has reasonable grounds to believe that you:

- a) Have presented for work under the influence of alcohol, illegal drugs or substances;
- b) Have presented for work when unfit through the use of prescribed drugs unless agreement has first been obtained from your manager and appropriate work can be allocated;
- c) Have consumed alcohol whilst at work (this includes during any meal or rest breaks regardless of whether this was spent in the workplace or off site);
- d) Have consumed or inhaled illegal drugs or substances whilst at work (this includes during any meal or rest breaks regardless of whether this was spent in the workplace or off site);
- e) Are in possession of alcohol on company premises or a client's work-site. Please note that you should avoid bringing alcohol on site even if it is intended for consumption after work, for example a bottle of wine to celebrate a birthday or anniversary. In exceptional circumstances where this is unavoidable you must leave the sealed bottle or container with the Site/ Operations Manager (or with your head of department if you work in Head Office) for safekeeping until the end of your shift.

- f) Are in possession of, or are selling, illegal drugs or substances at work;
- g) Have offered alcohol, illegal drugs or substances to a client, contractor or third party;
- h) Have been convicted of any criminal offence connected with drugs whilst in our employ, regardless of whether the offence took place inside or outside the workplace.

Screening and testing

The Company has in place a programme of screening to:

- a) Detect the use of alcohol and/or drugs by both existing and potential employees and subcontractors;
- b) Detect the use of alcohol and/or drugs by a person(s) involved in an incident where there are grounds to suspect that the actions of the person(s) led to or caused such incident;
- c) Detect the use of alcohol and/or drugs where abnormalities of behaviour prompt management intervention (this may include a request for screening).

The screening for alcohol and/or drugs will be undertaken by an independent third party, Screen Safe UK. The level of drug/alcohol required to return a positive test is that set by medical professionals and is understood to be sufficiently high to negatively affect the performance of an individual.

For alcohol, the level to return a positive return will be that set by Network Rail (the Network Rail test standard has been selected by the Company as one that has been set and used extensively in an industry which is similarly high risk to ours and which has been identified as representing best screening/testing practise).

The screening will be carried out at the workplace and the initial test will be an "instant drug screen (for 12 drugs) and an evidential breathalyser test". Should the test return a positive result then, in the case of drugs, a urine sample will be sent for laboratory confirmation analysis. Should the evidential breathalyser return a positive result then a second test will be carried out on site.

On being informed of a positive test, we will suspend the worker from our sites and offices, including client's premises, pending the results of the second tests.

If you are suspended from work for being considered to be under the influence of, or having consumed drugs and/or alcohol, you will be advised that you should not drive; you will be responsible for making alternative travel arrangements.

On being informed of the results of second tests the actions below will be followed:

- a) For a negative test: the individual will be informed and the screening company asked to provide an explanation, with further action depending on their explanation;
- b) For a positive test: for employees of the Company, a rehabilitation programme will be produced, with each case treated on its merits. The programme, which will include further screening, will be produced in consultation with you, your line manager, the QSHE Manager and a director. You may not be allowed back to your place of work until you are able to return a negative test from an accredited screening company;
- c) Future screening of employees may result in an individual returning a positive result on a separate occasion. Should this occur and the Company has not been informed of an ongoing problem the individual will not be allowed work on a site or in an office.

Support & assistance

We will offer assistance to an employee who volunteers an acknowledged alcohol and/or drug problem. However any such problem must be brought to management's attention before any incident occurs or there is another cause that elicits the need for a drug and alcohol test. Please note that a late admission of a problem will not be taken into account as a mitigating factor during any disciplinary proceedings. Within the provisions of this policy employees should note that:-

- a) Leave may be taken, if necessary, to undergo counselling and such leave will be treated as sickness absence;
- b) Referral to counselling will not affect your present job unless you are unfit to fulfil the duties of your post;
- c) Your normal promotional prospects will be unaffected following successful resolution of the problem.

If you are referred for counselling as part of the rehabilitation programme, we will respect the confidential relationship between you and the counselling agency, subject to the provision of reports on your attendance, participation and general progress as per the agreement with the agency. Any records we keep about alcohol, drugs or substance abuse problems will be treated with the strictest confidence.

In the event that you experience a relapse and there is a recurrence in the alcohol and/or drug problem, or there are further conduct or performance difficulties during or following the period of referral, each case will be treated on merit.

Smoking at work

The Company has taken positive steps to provide a healthy and safe working environment for employees, customers and visitors. Smoking therefore is not permitted on company premises or in company vehicles at any time. This includes all forms of cigarettes and e-cigarettes with vape liquid.

You may stand outside the building to smoke during your designated breaks, provided there is no risk of smoke drifting back into the building and you are out of sight of customers and visitors. Please ensure that all cigarettes are extinguished properly and disposed of in the appropriate receptacle provided, for example sand bucket.

Behaviour at work related social functions & whilst away on business

During the course of the year there may be a number of company social functions or occasions where you are socialising with, for example, colleagues, customers or suppliers. Similarly there may be occasions where you are required to stay in a hotel overnight on business.

By their very nature the atmosphere at on occasions such as these will be less formal than during normal working hours and we hope that you will relax and enjoy yourself. However please remember that you are nevertheless expected to behave in an appropriate manner and one which respects the fact that you are socialising with work colleagues and/or are representing the Company.

The Company will not tolerate any of the following types of behaviour whilst at a work related social function or whilst you are away on business; please note that this list is for illustrative purposes only and is not intended to be exhaustive:

- a) Wilful damage to property or premises;
- b) Fighting or physical assault;
- c) The use of threatening, abusive, lewd or offensive behaviour or language;
- d) The harassment or pestering of a colleague, customer or supplier;
- e) The taking or possession of illegal drugs;
- f) Dangerous horseplay, extreme inebriation through alcohol or any conduct which undermines your professional credibility or which brings the Company name into disrepute.

A breach of this policy will be regarded as a serious disciplinary matter and will lead to disciplinary action being taken, up to and including summary dismissal.

Commitments outside work

During your employment with the Company you must not engage in any activity that may mean you cannot give your full attention to your duties with the Company. You must not therefore undertake any other paid (or unpaid) employment without the prior written consent of a director.

Similarly you must not engage in any other commitment outside work, for example business, sporting or social activities which:

- a) May have an adverse effect on your attendance;
- b) May have an adverse effect on your ability to work shifts and/or undertake your job duties effectively;
- c) Could damage the Company's image or reputation;
- d) Could create a conflict of interest.

Where the Company has reasonable grounds to believe that your employment elsewhere or another commitment outside work is creating a genuine problem, we reserve the right to ask you to choose between your employment with us and the other outside commitment.

Should you fail to choose between your employment with us and your other commitment, or if you fail to declare that you are working for another employer, you may face disciplinary action up to and including dismissal from the Company.

Working with relatives & personal relationships at work

The Company is aware that in some instances an employee may have a partner or relative(s) who also works for us. To safeguard against potential problems, it is Company policy that there should be no direct reporting relationship between partners or family members.

Whilst the Company does not encourage personal relationships between work colleagues we recognise that, from time to time, this is nevertheless inevitable. As such the Company is happy to accommodate the relationship provided it does not in any way interfere with the proper running of the business or present a conflict of interests.

If problems arise at work as a result of you working with a family member or partner and such problems are persistent and insurmountable and pose a significant disruption to the business, the Company reserves the right, if all other options fail, to transfer or to dismiss one or both parties concerned.

If you are working with a family member or partner please remember that you are still bound by the Company's confidentiality policy – please refer to page 70 for further details.

Redundancy, layoff & working shorter hours

It is the Company's policy to maintain the job security of all employees, wherever practicable. Redundancy dismissal is therefore regarded as very much a last resort and in the event of a downturn in business that means there is a reduction in work, where appropriate, we will consider putting some, or all, employees on shorter working hours or laying them off without pay.

The Company therefore reserves the contractual right, where necessary, to reduce your hours of work (and also your pay), or to lay you off work without pay, other than a statutory guarantee payment.

The Company also reserves the right to select the employees best suited to carry out whatever work is available. Employees who are laid off or who are working shorter hours than normal must still make themselves available for work as and when required.

A period of layoff or short time working will not normally affect your continuity of service.

If redundancy dismissal seems unavoidable the Company will consult with you giving as much advance notice as possible. The consultation period will allow you to put forward your suggestions as to how redundancy can be avoided.

If the Company needs to make compulsory redundancies, we will adopt fair, consistent and objective selection criteria (which may be modified on each occasion to meet the specific circumstances).

The selection criteria will be applied consistently and even-handedly and typically employees will be assessed in respect of their standard of performance, skills, experience and qualifications together with their flexibility, conduct, attitude, timekeeping and attendance and any relevant disciplinary warnings that are still live.

Where an employee is facing redundancy, where-ever possible we will seek to redeploy him/her into another job. If you are offered a reasonable suitable alternative position you will be expected to accept it, subject to a minimum trial period of four weeks. In certain circumstances i.e. where a significant degree of re-training is required, we may seek your agreement that it is appropriate to extend the redundancy trial period beyond the statutory four weeks, for the benefit of both parties.

If redundancy dismissal is unavoidable, you would be covered by the statutory redundancy provisions and may be eligible to receive a redundancy payment, which is determined by your age and length of service at the time of leaving.

Retirement

The Company no longer has a normal retirement age. However at or around your 64th birthday the Company will meet informally with you to discuss what if any proposals you may have to retire and if so when, so as to make suitable arrangement for succession planning and generally to ensure business continuity.

Subject at all times to your ability to continue to satisfactorily perform your role, the Company fully respects your right to continue working and we will not exert any pressure on you to retire at any age.

The Company retains the discretion to approve retirement on medical or other grounds.