

PITKIN AND RUDDOCK LTD GROUP



Staff Handbook

Revised Edition August 2018

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INTRODUCTION

Welcome to the Pitkin and Ruddock Ltd Group Staff Handbook

Our aim in producing this document was to create a one-stop information point where you would be able to access all the information you are likely to need in relation to your employment with us. The Handbook and corresponding policy documents form part of your contract of employment with the PITKIN AND RUDDOCK LTD GROUP.

The document gives an overview of the terms and conditions of your employment, and outlines what you can expect from us as your employer. In return we ask you for a high degree of commitment, dedication and loyalty to help us achieve the aims and objectives of the Company.

I hope you find this a useful guide during your employment with us. However if you are unable to find the answer to your question here, please feel free to contact your line manager who will certainly be able to find an answer for you.

Signed: *S. J. Ashford*

Finance Director Name: SARAH-JANE ASHFORD

Date: August 2018

SECTION 1- TERMS AND CONDITIONS OF EMPLOYMENT

DISCIPLINARY POLICY & PROCEDURES

The Company has a non-contractual Disciplinary policy and procedure, details of which can be found in Section 3 page 12.

DISCLOSURE AND BARRING SERVICE (DBS)

Since March 2002, the Criminal Records Bureau (renamed as the Disclosure and Barring Service in December 2012), has enabled employers to check the criminal records of employees and potential employees, in order to ascertain whether or not they are suitable to work with vulnerable adults and children. For individuals working in certain positions, a valid DBS disclosure is a legislative requirement. As this information comes under the “special category” personal data in the General Data protection Regulation being introduced on 25th May 2018 throughout Europe and the UK Data protection Act 2018 more information on how we handle this sensitive personal data is set out in the GDPR Privacy notice for staff issued in May 2018. A copy of this non contractual Privacy notice is attached at Appendix two to this handbook for information purposes.

New safeguarding regulations introduced in October 2009 place an obligation on employers, social services and professional regulators to notify the DBS of relevant information. This obligation ensures that individuals who pose a threat to vulnerable groups can be barred from working with them. The requirements for DBS Disclosures and the different levels vary from organisation to organisation, depending on the sector and the employees' individual job role.

On occasions we are asked by clients to provide employees who have been DBS checked and should this arise we would ask you to go through the required checking process.

HOLIDAYS

The holiday year runs from 1st January to 31st December each year. During the holiday year in which you commence employment you shall be entitled to 1/12th of the full entitlement for each complete month of service prior to the holiday year end.

In addition to the annual holiday, you shall be entitled to the normal statutory or public holidays. In the event of termination of employment payment will be made for all unused holiday entitlement less 1/12th of the annual entitlement for each complete calendar month of service remaining.

Where your employment is terminated because of gross misconduct or where the full contractual notice period is not given, unused accrued holiday pay will not be paid.

Unused holiday cannot be carried forward from one year to the next without the approval of the management. In the event that management agree to any carry over, any such holiday days must be taken before the end of March in the following year.

All holiday requests must have management approval.

In the event of too many people requiring holiday at the same time, which could seriously affect the Company's operations, the requests will be dealt with on a first come first served basis.

For details of sickness whilst on holiday and the associated pay arrangements please see the Sickness section on page 8.

INTELLECTUAL RIGHTS

All notes or memoranda relating to any matter within the scope of the business of the Company or any of its dealings or affairs shall be and remain the property of the Company and you shall not, either during your employment or subsequently, disclose, use or permit to be used any such notes or memoranda, otherwise than for the benefit of the Company, and all such notes or memoranda shall be left on the Company's premises upon the termination of your employment. You shall not, during the continuance of your employment or at any time after the termination thereof, disclose or use any of the secrets, confidential information or financial or trading information relating to the Company or its customers in any manner whatsoever save as shall be reasonably necessary for the promotion of the business of the Company.

Any and all improvements or inventions made by you during your employment with the Company shall be the property of the Company and you will sign all documents required to transfer title in such invention to the Company without any additional compensation or payment to that provided for, except inventions made by you in fields, either directly or indirectly, unrelated to the activity of the Company past or present. This does not prejudice any rights granted under the Patents Act 1977 and subsequent 2004 Patents Act.

LONG SERVICE AWARD

To acknowledge and reward those who give long service to the company the following scheme will give additional paid holiday entitlement as follows: -

Up to 5 years' service	Standard holiday
5 to 10 years' service	23 days paid holiday
Over 10 years' service	25 days paid holiday

Service for this scheme will start at an employee's 21st birthday, and will be based on whole years as at the 1st January in any holiday year.

NOTICE PERIODS

For weekly and monthly paid employees your employment will be subject to the following statutory minimum periods of notice:

After 4 weeks employment	1 weeks' notice.
After 2 years employment	1 week for each year of employment.
After 12 years employment	12 weeks' notice.

You will be required to give like periods of notice to the Company if you wish to terminate your employment. Notice should be given in writing to your departmental Manager. By mutual agreement these periods of notice may be waived.

PAY

Subject to approved holidays or absence, overtime rates of pay shall only be paid after the normal daily and weekly working hours have been worked in any one normal working week, i.e. 8 hours in any day and 40 hours in any week. For salaried staff, overtime to complete work may be required but will not be paid. The rates below do not apply where agreement has been reached between your Manager and yourself regarding the rate of pay to be paid for a specific project or time period. The Working Time Regulations require employees working for periods 6 hours or longer to take a 20 minute break, therefore we require employees to take their 30 minute lunch break when working for these periods of time.

Monday to Friday subject to the above, overtime at the rate of time and a half will be paid from 5.00 P.M. to 8.30 A.M, the standard hours of work being from 8.30 A.M. to 5.00 P.M for weekly paid staff. Where working continues beyond 12.00 P.M. midnight, those hours worked after midnight up until 6.00 A.M. will be allowed as paid time off the following day. Subject to

agreement and at management discretion these hours will be paid at normal time.

Saturday subject to the above, double time will be paid from 12.00 P.M. midnight Friday until 6.00 A.M. Saturday and overtime at the rate of time and a half will be paid from 6.00 A.M. to 12.00 P.M. midnight Saturday.

Sunday subject to the above, overtime at the rate of double time will be paid from 12.00 P.M. (midnight) Saturday to 12.00 P.M. (midnight) Sunday.

Bank Holidays subject to the above, hours worked from 12.00 P.M. midnight at the start and 12.00 P.M. midnight at the end of a bank holiday will be paid at the rate of double time and a day (time) in lieu. If less than 8 hours are worked, at management discretion, these hours will be paid at normal time.

Example 1.

8 hours worked on a Bank holiday 32 hours worked during the remainder of the week. Pay would be 8 hours double time and 32 hours normal time and a day's holiday in lieu of the Bank holiday to be taken with agreement.

Example 2.

3 hours worked on a Bank holiday 32 hours worked during the remainder of the week. Pay would be 3 hours double time and 37 hours normal time 3 hours as paid time off during that week. At management discretion these hours will be paid at normal time.

Deductions from Pay

The Company reserves the right, and by signing your contract of employment, you hereby agree, under the terms of the Wages Act and any subsequent legislation, that the Company may deduct from any pay due to you such amounts of overpayment of salary, overtime, bonuses or commissions, excessive holiday days taken whilst in service or at the time of leaving the Company, any fines or damages levied against you as a result of your negligence with equipment or vehicles and amounts due for training costs under training contracts. Also the Company will not accept any liability or responsibility for the payment of any traffic offence fines levied against you.

PENSION SCHEME

The Government introduced a new National pension scheme in October 2012. Since then every Company in the UK has progressively been required to enrol its employees in the new scheme or into an existing scheme which meets the new schema regulators' approval.

Pitkin and Ruddock have consequently introduced a new scheme, details of which are available from the Finance Director. As of the 6th April 2018 the contributions to this scheme are 2% from the employer and 3% from the employee for any enrolled employee.

BUPA

There is a voluntary Company BUPA health care scheme which you will be able to join after 6 months service subject to a medical examination.

PERFORMANCE REVIEWS

Day to day performance assessment

Assessment of performance is an ongoing duty of the Company's Managers. Should your Manager have any concerns about your conduct, capability etc, these matters would be brought to your attention at an early date and may result as disciplinary action being taken against you.

Formal performance reviews

Your performance will be assessed on a continuing basis by your manager whilst at work and the Company reserves the right to undertake formal performance reviews during the year. Any such formal reviews may result in an increase in your salary, however this is not guaranteed as a matter of course as a result of any review.

You will be given prior notice to the date of any formal performance review in order that you can prepare yourself for such a meeting. Attendance at these formal reviews is obligatory and unless there are exceptional circumstances you will not be entitled to be accompanied by a colleague or Trades Union representative.

RESTRICTIONS

You shall not, during the continuance of your employment or for three months after the termination of your employment, howsoever terminated, within your usual area of operation or the one to which you were assigned for the majority of the last three months prior to the termination of your employment, either on your own account or jointly with or as agent for any person, firm or company, whether directly or indirectly, endeavour to solicit orders or custom from, or to interfere with or entice away any employee, firm or customer who had been a customer of or was in the habit of dealing with the Company at any time during the period of your employment with the Company, or within a period of three months immediately preceding the date of termination thereof whichever is the shorter.

RETIREMENT

Details of the Company's Retirement Policy are to be found in Section 3 page 24.

SHORTAGE OF WORK

Where there is a shortage of work, for whatever reason, the Company will make every endeavour to maintain employment for all employees by going on to short time working or suspension from work without pay, or by use of the statutory guarantee pay scheme.

Where this is done, the Company will follow the current employment legislation.

Where the Company are forced to reduce manning levels, the following selection procedure will be used.

Suitable volunteers will be asked for. However the Company reserves the right to make the final decision in accepting or rejecting any such applications.

If necessary, selection will then be made on the basis of an assessment of relative capabilities, performance, service length, conduct, reliability, attendance record and suitability for remaining work.

The major consideration however must be the future viability of the Company.

SICKNESS & ABSENCE

You must notify a Manager of the reason for your absence by 9.15 a.m. on the first day of that absence. If the reason for your absence is sickness you may, if you wish tell your Manager and colleagues what the sickness condition is. Should you not choose to declare the sickness reason to your manager you should in any event advise the Data Controller Sarah Jane Ashford who will keep this reason private from any other person. Fit notes should for the same reason be sent to the Data Controller if you have elected to keep the reason for your sickness from your Manager and colleagues. You must state the reason for your absence and when you hope to return to work. Thereafter you must continue to notify a Manager of your absence on a regular basis unless you have submitted a Doctor's Fit Note. You must report to a Manager immediately on return to work at which time you will be required to complete a Self-Certification form and return this to your manager within 7 days. In the event of that absence exceeding seven continuous days due to sickness or injury, you must submit a Fit Note as soon as possible. On receipt of a Fit Note, if it states that you may be fit to work we will discuss with you the options available. The Company however reserves the right not to allow you to return if suitable work cannot be identified, or if suitable work adjustments cannot be made.

Failure to follow the above rules could result in any payment from the Company, including Statutory Sick Pay, being withheld and disciplinary action being taken against you.

The Company reserves the right to arrange for a Medical Examination by an Independent Medical Examiner, or to request a report from your own Doctor/Specialist, in order to ensure that you are fit to continue or undertake your job, or to determine your current state of health. Full consultation will take place with you in this event. You are entitled to see a copy of a report from an independent examiner should you so wish.

Company Sick Pay

Company sick pay will be at the discretion of management and will not be unreasonably withheld. To qualify, you must have had at least 6 months service with the company and have complied with the requirements on notification of absence and the provision of medical certificates.

For weekly staff the maximum entitlement is: -

0 - 6 months service.	SSP only (the first 3 days of any sickness absence will not attract SSP)
6 months - 1 years' service	2 weeks basic pay.
1 - 3 years' service	4 weeks basic pay.
more than 3 years' service	8 weeks basic pay.

For salaried staff the maximum entitlement is: -

0 - 6 months service.	SSP only (the first three days of any sickness absence will not attract SSP)
6 months - 1 years' service	1 month salary.
1 - 3 years' service	2 months' salary.
More than 3 years' service	6 months' salary

Where the company makes payment during sickness this includes any entitlement to Statutory Sick Pay.

In the event of medically certificated absence from work due to sickness or accident at work you are entitled to the payment shown above. Where the absence is due to an accident at work, the accident must be reported within 24 hours and the usual 2 waiting days will not apply. If an accident at work is not reported within 24 hours of the incident then it will be deemed not to have occurred at work. Where the above contractual benefit is exhausted, any remaining entitlement to Statutory Sick Pay will be made in accordance with current legislation.

Sickness Trigger points

The Company reserves the right to monitor the number of days absent through sickness, or any other reason, using a scheme based upon the number of total days absence in a given period. The Company reserves the right to exercise discretion in any such scheme where disabled employees' health or conditions suggest reasonable adjustments to working patterns or attendance should be made.

Holidays lost through sickness

Any days of holiday lost through sickness will be restored to the level of entitlement applicable before the period of sickness, subject to satisfactory proof of such sickness being obtained by the Company.

In the case of extended sickness absence, notably long term sickness absence usually of one year or more, the Company will allow the absentee to take their accrued annual leave at a later date if the absence period in question is supported by full medical knowledge and opinion.

Statutory Sick Pay (SSP)

Where you are entitled to company sick pay, you will in effect be paid your basic pay and this

will include any entitlement to SSP. Company sick pay is paid after 2 working days for all weekly paid staff unless due to an accident at work when it is paid immediately subject to the above limits (the first day of company sick pay does not include SSP).

In cases where you frequently have time away from work for reasons of sickness, the Company reserve the right to have you submit to a medical examination by the Company doctor or by an independent medical adviser. In which case a copy of the report will be sent to your own doctor, in addition to being supplied to the management, where you so wish. You will be asked to sign a copy of the Access to Medical Reports form. This form gives your permission for the Company to seek details of your medical condition from a Doctor or Specialist and gives you the right, if you so wish, to request a copy of the Medical report before it is sent to the Company. The company's absence record procedure is in accordance with the Government's guidelines, but for the sake of clarification it is also stated here that to qualify for sickness pay, a self-certification form is required to cover any day's absence. Upon your return to work you must hand in a self-certification form to your manager, if you do not want to declare to your manager what the sickness is please put the form in an envelope for the attention of Sarah-Jane Ashford.

You have the right to statutory sick pay for up to 28 weeks in any period of sickness, where you fulfil the following conditions: -

- Have been sick for 4 or more consecutive days.
- Your earnings are above the lower earnings limit for at least the last 8 weeks.
- You can produce evidence of sickness.
- You are still in the Company employ at the time of the 8th day of your illness absence.
- The Company will require medical evidence of your illness from the eighth day of your illness.
- You have not already used up your 28 week entitlement and your linked period of incapacity for work has not exceeded 3 years.

TIME OFF WORK

Where you are obliged to attend for jury service or hold any of the following public positions and military service you should talk to your Manager about pay and leave arrangements:

- Justices of the peace.
- Councillors.
- Members of a statutory tribunal.
- Member of a health authority. School governor, etc.

SECTION 2 - COMPANY RULES

General Rules

The following general rules apply within the Company and if you are in breach of any of them disciplinary action may be taken against you;

- You are expected to be punctual at your place of work and lateness can result in disciplinary action.
- The consumption of alcohol or non-prescription drugs or solvents drugs on the Company's or its Clients' premises are not permitted. If you are considered to be under the influence of drink, drugs or solvents, you will be suspended from work and will be subject to disciplinary action. Please see our Drugs & Alcohol Policy, Section 3 page 15.
- You are expected to keep personal telephone calls to a minimum and such calls should only be for matters of urgency and with the prior approval of a Director. This applies to incoming and outgoing calls using Company telephones. Personal mobile telephones should not be

used for personal calls or messaging or switched on whilst working other than in exceptional circumstances.

- Use of Company address, stationery or mailing systems is prohibited.
- Misuse of the Company's computer and e-mail systems will be dealt with as a disciplinary matter. The Company reserves the right to monitor email traffic to ensure that the system is not being abused especially where concerns arise, that improper messages are being sent to or received from other employees or third parties.
- You must not download any software from the Internet without the prior authority of a Director. Misuse of the Company's Internet facility will be dealt with as a disciplinary matter. This includes accessing or downloading inappropriate material such as pornographic or other material that could cause offence.
- You must not use any removable storage media on a Company computer system without it first being virus checked by an authorised person within the Company. No unauthorised software must be introduced onto a Company Computer System and no software must be copied or removed from a Company Computer System without the prior authority of a Director. Disciplinary action will be taken against you if you are found to be in breach of these rules.
- You are reminded that when working on client sites the way you conduct yourself is a reflection of the Company. You should, therefore, conduct yourself in a proper and business-like manner at all times.
- Owing to the nature of your work, you are expected to dress in a neat and business-like manner in order to maintain the professional image of the Company.
- In the interests of safety and security no personal visitors are allowed beyond the reception area without prior management approval.
- You must at all times keep your personal details including next of kin up to date in order that we can effectively run such things as payroll and employee communications. The Company accepts no responsibility for misdirected communications resulting from inadequate or out of date personal details information.
- You must not use the Company's mailing systems for personal correspondence.

Misconduct Offences

You should note that the following lists are not exhaustive.

The following are examples of misconduct offences that would render you liable to disciplinary action;

- You must not endanger the health and safety of any other employee whilst at work.
- Where you are issued with any protective and/or safety clothing, equipment etc. you must use it at all times as instructed.
- Accidents, no matter how slight, must be reported immediately.
- You must, at all times, create and maintain a safe working environment within your place of work.
- You must observe all rules dealing with smoking and fire hazards.
- You must at all times be punctual and work to the hours defined in your contract of employment.
- You must not leave your place of work before your normal finishing time without permission.
- Persistent lateness will be considered a breach of your contract of employment.
- You are expected to show the skill or aptitude required for the job, particularly where those skills were claimed at the time of you commencing the job.
- You must act wholeheartedly in the interests of the Company at all times.
- You should acquaint yourself with all authorised notices displayed within your place of work.
- You must be prepared to undertake reasonable duties other than those for which you have been specifically employed.
- You must contact the Company as soon as possible on the first day of any absence.
- It is your responsibility to keep the Company informed of the reason for the absence and of the likely return date.
- Persistent absenteeism that appears to be unreasonable will not be acceptable.

- You must inform the Company if you contract a contagious or otherwise injurious illness.
- You are not permitted to remove any material or equipment from your place of work without prior permission.
- You must not use Company time, material or equipment for unauthorised work.
- You must at all times follow Company working or operating procedures. Where you drive a Company vehicle you must observe all Company operating procedures such as regular checks on tyre pressures, fuel, oil, water, lights, battery levels, securing and safeguarding loads etc. Any defects or problems must be reported immediately.
- You must report any convictions for driving offences and / or endorsements.
- You will be held responsible for any fines incurred through the wrongful or illegal use of the vehicle.
- You must not carry unauthorised passengers or use the vehicle for personal gain without permission.
- You must not bully, harass or otherwise demean other employees

The following are examples of Gross Misconduct offences that would render you liable to summary dismissal, i.e. Dismissal without notice:

- Fighting, physical assault or dangerous horseplay.
- Failure to carry out a direct instruction from a member of Company Supervision or Manager during working hours.
- Failure to comply with any client requirements whilst working on client sites. This requirement includes complying with any health and safety, hygiene regulations on food sites and other statutory requirements. Our general policy on hygiene on food sites is set out in Section 3 page 22 of the Staff handbook.
- The use of excessive bad language or aggressive behaviour on Company premises or in front of Customers.
- Theft of Company property.
- Wilful and/or deliberate damage to Company property.
- Serious incapability through alcohol or being under the influence of illegal drugs.
- Loss of driving licence on conviction where driving is all or an essential part of your job.
- Seriously endangering the health and safety of another person at your place of work.
- Passing on confidential information which is, or could be, damaging to the Company's business.
- Deliberately falsifying official Company records.
- Receiving bribes to effect the placing of business with a supplier of goods or services.
- Immoral Conduct.

SECTION 3- COMPANY POLICIES

ANTI-BRIBERY & ANTI-CORRUPTION POLICY

Bribery is defined as the giving or promising of a financial or other advantage to another party where that advantage is intended to induce the other party to perform a particular function improperly, to reward them for the same, or where the acceptance of that advantage is in itself improper conduct.

Bribery is also deemed to take place if any party requests or agrees to receive a financial or other advantage from another party where that advantage is intended to induce that party to perform a particular function improperly, where the acceptance of that advantage is in itself improper conduct, or where that party acts improperly in anticipation of such advantage.

The Company is committed to the practice of responsible corporate behaviour and to complying with all laws, regulations and other requirements which govern the conduct of our operations and the Company is fully committed to instilling a strong anti-corruption culture and is fully committed to compliance with all anti-bribery and anti-corruption legislation including, but not limited to, the Bribery Act 2010 ("the Act") and ensures that no bribes or other corrupt payments, inducements or

similar are made, offered, sought or obtained by us or anyone working on our behalf.

For employees of the Company, failure to comply with this Policy and/or with the Act may result in disciplinary action which may include dismissal and criminal penalties under the Act which may result in a fine and/or imprisonment for up to 10 years.

ASSOCIATED WORK

You shall not be associated in any capacity with a business that carries out work of a similar nature to the Company's without the prior written approval of a Director. Subject to the above provisions, if you choose to take up any associated or non-associated additional employment outside your normal working hours you should notify a Director. This additional employment will be accepted by the Company unless it is felt the employment will have an adverse effect on the performance of your normal duties with the Company.

Disclosure of information

You shall not directly or indirectly disclose to any unauthorised person any knowledge or information of a sensitive or confidential nature relating to the Company's business, or the business of any of its clients. You will not use for your own purposes or profit, or for any purposes other than those of the Company, any information of a sensitive or confidential nature which you may acquire in relation to the Company's and/or its customers' business.

The rules concerning disclosure of information apply both during and after your employment with the Company and are as stated here and explained fully in your main statement of terms and conditions.

COMPANY PROPERTY POLICY

All records, papers, working notes, and other items relating in any way to the business of the Company and its customers and held by you or under your control whilst employed by the Company shall be, and shall remain the property of the Company and you must return to the Company as required but in any event at any time and (whether demanded or not) on termination of this employment and you shall not retain copies thereof in any form.

If you are issued with tools or any other equipment by the Company in order to undertake your job these must be kept in a good condition and returned to the Company if requested or in any event on the termination of your employment. The Company reserves the right to deduct from any monies owed to you the cost of replacing or repairing any items which are either not returned, reported lost, or are returned in a damaged condition.

COMPASSIONATE POLICY

The Company will look favourably at any requests for compassionate leave. Full details of the policy are available from the Finance Director and relate primarily to requests for compassionate leave in respect of immediate family.

DATA PROTECTION

Please see the non-contractual Policy statement which is included in the Appendices, at Appendix 1

DISCIPLINARY POLICY AND PROCEDURES

Procedure

No disciplinary action will be taken against you until the case has been fully investigated.

At every stage in the procedure you will be advised of the nature of the complaint against you and will be given the opportunity to state your case before any decision is made.

At all but the informal stages of the procedure, you will have the right to be accompanied by a work colleague, or where a Trade Union has been accepted as having negotiating rights, a shop steward or other Union representative during the disciplinary interview.

Minor faults will be dealt with informally but where the matter is more serious the following procedure will be used:

Stage One - Verbal Warning

If conduct or performance does not meet acceptable standards you will normally be given a formal VERBAL WARNING. You will be advised of the reason for the warning, that it is the first stage of the disciplinary procedure and of your right of appeal. A brief note of the verbal warning will be kept for the duration of the warning but it will be spent after six months, subject to satisfactory performance and conduct.

Stage Two - Written Warning

If the offence is a serious one or if a further offence has occurred, a WRITTEN WARNING will be given to you by the Supervisor or Manager but it will be disregarded after nine months and the warning letter will be deleted. However, the fact that a written warning was given may be retained and passed to the Data Controller. This will give details of the complaint, the improvements required and the time scale. It will warn that action under Stage Three will be considered if there is no satisfactory improvement and will advise of the right of appeal. A copy of this written notice will be kept by the Supervisor but it will be disregarded after nine months subject to satisfactory conduct and performance. A copy will be given to you.

Stage Three - Final Written Warning

If there is still a failure to improve, and conduct or performance is still unsatisfactory, or if the misconduct is sufficiently serious to warrant only one written warning but insufficiently serious to justify dismissal (in effect both first and final written warning), a FINAL WRITTEN WARNING will normally be given to you. This will give details of the complaint, will warn that dismissal will result if there is no satisfactory improvement and will advise you of the right of appeal. A copy of this final written warning will be kept by the Supervisor or Manager but it will be disregarded after nine months and the warning letter will be deleted. However, the fact that a written warning was given may be retained and passed to the Data Controller but it will normally be spent after 12 months subject to satisfactory conduct and performance. A copy of the final warning will be given to you.

Stage Four - Dismissal

If conduct or performance is still unsatisfactory and you still fail to reach the prescribed standards, DISMISSAL will normally result. Alternatively where it is possible and reasonable to do so an employee may be demoted as an alternative to dismissal. Only the appropriate Director can take the decision to dismiss.

You will be provided, as soon as reasonably practicable, with written reasons for dismissal, the date on which your employment will terminate and your right of appeal.

Appeals procedure.

If you wish to appeal against any disciplinary action taken against you, you should notify the Managing Director either verbally or in writing, within two working days of the action complained of. The Managing Director's decision is final.

If you are unhappy with any disciplinary action taken against you (other than a verbal warning) you should raise the matter in accordance with the Company Appeal Procedure. Throughout the appeal procedure, you have the right to be accompanied by a working colleague, if you so wish.

Further offences

Should there be any further future offences of e.g. either capability, conduct, gross misconduct, even when previous warnings have become spent, the Company reserves the right to take such offences into account in any further disciplinary hearings and any subsequent disciplinary decisions.

Grievance procedure.

Any grievances relating to your employment should be discussed with your immediate superior. If you are not satisfied with the result of such discussion, then you may appeal to your Manager or in the event of still further dissatisfaction, to the Managing Director. The person appealed to will give careful consideration to the grievance, through an investigation where necessary, the matter will be considered and a decision given. You will be notified of his decision.

You have the right to be accompanied by a working colleague, throughout the grievance procedure.

An appeal may be made at this point if the employee is dissatisfied with the initial decision and then the matter will be referred to the Managing Director, who after having listened to the appellant, given further thought and possibly more investigation will give a decision which will be final and binding upon the parties to the grievance.

DRESS AND APPEARANCE POLICY

The Company wishes to portray a professional business image to its clients, customers, suppliers and other business contacts at all times. As a result, it operates minimum standards of dress and appearance, which require employees to dress in a manner that is suitable and appropriate to the Company's business both within the workplace and when representing the Company.

This policy is not exhaustive in defining acceptable and unacceptable standards of dress and appearance and employees must therefore use common sense in adhering to the principles underlying the policy.

Special reference should be made additionally to the Health Surveillance & Food Safety Policy for any employees called to work in such environments.

Dress and appearance

Employees must comply with a dress code

All employees are required to be neat, clean, well-groomed and presentable whilst at work, whether working on the Company's premises or elsewhere on Company business.

If, as part of your job duties, you come into contact with the Company's clients or customers or members of the public, you must adhere to the following minimum dress and appearance standards:

- Pitkin and Ruddock Ltd issue weekly staff with corporate clothing which should be worn at all times. It is your own responsibility to ensure that this clothing is kept clean and in a good state of repair.
- Hair should be kept neat and well-groomed and hairstyles and hair colours should be conventional.
- Jewellery should be kept to a minimum and should be conventional and you should not wear more than one set of earrings. Any earrings worn must be small and unobtrusive.
- Nose rings, eyebrow rings and other facial or visible piercings are prohibited.
- Tattoos should be kept covered and should not be visible.

If your job does not bring you into contact with the Company's clients or customers or members of the public, you are permitted to wear more casual clothing to work, subject always to the requirement to wear appropriate PPE clothing and equipment, but the following are still classed as unacceptable attire for all employees:

- Jeans, leggings, combat trousers or torn trousers.
- Shorts or miniskirts.

- Sports clothing, for example tracksuits and football shirts.
- T-shirts and vest tops.
- Low cut or transparent tops.
- Tops with slogans or symbols that could cause offence.
- Clothing in a poor state of repair.
- Excessive or unconventional jewellery.

Employees who are required to wear protective clothing and equipment

Employees who occupy roles that require protective clothing or personal protective equipment under the Personal Protective Equipment (PPE) at Work Regulations 1992 (as amended), such as safety shoes, hard hats, gloves and respirators, are required to wear this clothing whilst at work, whether working on the Company's premises or elsewhere on Company business, whenever required by law or by Company rules. Any personal protective equipment will be supplied and maintained by the Company and it remains the property of the Company. Employees must therefore take care of the personal protective equipment and return it in good condition on the termination of employment. In the event that you fail to return your personal protective equipment in good condition or at all on termination of employment, or you lose or damage your personal protective equipment during employment, the replacement cost of your personal protective equipment may be deducted from your final salary payment, or from your next salary payment. This deduction provision forms part of your contract of employment.

If your job brings you into contact with machinery or involves working with food or with children or vulnerable adults, for health and safety and/or hygiene reasons your hair must be kept short or tied back at all times (and covered if working with food) and you must not wear jewellery other than a wedding ring.

Finally, the Company accepts that members of certain ethnic or religious groups are subject to strict religious or cultural requirements, or may have particular religious or cultural preferences, in terms of their clothing and appearance. The Company recognises the diversity of religions and cultures of its employees and will take a sensitive approach when this affects dress and uniform requirements. Subject to necessary health and safety, hygiene and security requirements and other similar considerations, the Company will not insist on dress rules which run counter to the cultural norms or the religious or cultural preferences of such employees. If you are uncertain whether a particular item of clothing is acceptable or not, please speak to a Director.

Personal hygiene

In addition to the minimum standards of dress and appearance set out above, all employees are required to take all reasonable steps to maintain acceptable levels of personal hygiene. This includes ensuring that you do not have body odour, dirty or stale-smelling clothing, dirty hair or bad breath whilst at work, whether working on the Company's premises or elsewhere on Company business. Poor personal hygiene can result in an unacceptable working environment for other employees, given the close proximity in which you have to work, and it can create a negative image of the Company when dealing with clients, customers, contractors or suppliers.

You must also refrain from wearing excessively strong smelling aftershaves or perfumes as these can be equally unacceptable to third parties.

The Company accepts that, occasionally, a problem of body odour or bad breath may be as a result of a health or medical issue and may not always be due to a lack of personal hygiene. In this case, you should seek medical advice from your doctor and follow that advice.

Policy compliance

If you fail to comply with the above rules, this will be dealt with in accordance with the Company's disciplinary procedure. In addition, depending on the circumstances of the case, you may be required to go home and change your clothing or bathe. If this happens, you have no right to be paid for the period of your absence from work.

DRIVING POLICY

Drivers' Personal responsibilities

If you are provided with a car, this vehicle will be available for reasonable private use. You are responsible for ensuring that the vehicle is maintained in a clean and tidy appearance in your own time. If you are provided with a service vehicle, then this is not available for private use. You are responsible for ensuring the vehicle is maintained in a roadworthy condition; reporting to the Company any defects so that the Company may rectify these.

The above is conditional on you doing nothing which would avoid or prejudice any policy of insurance taken out by the Company, in respect of you or the vehicle, or cause an increase in the amount of the premium to the effect that if you cause an increase in the premium, you will pay the additional amount of the premium.

See also the Drivers Handbook for more detailed information.

DRUGS AND ALCOHOL POLICY

Pitkin and Ruddock Ltd is a responsible employer and we take our obligations to our employees seriously. This is why we have developed this Policy. Employees who develop alcohol, drug and solvent abuse related problems cause harm to themselves, to their families and others and impair their performance. By signing your contract of employment you hereby agree to comply with any site specific request for drug testing.

Aims of the Policy

This Policy aims to:

- Promote awareness of alcohol, drug and solvent related problems and addiction
- Encourage a sensible approach to drinking alcohol
- Ensure that Pitkin and Ruddock Ltd complies with its legal obligations
- Indicate restrictions on drinking alcohol and the taking of some prescribed and non-prescribed drugs or solvents at work or in Company vehicles
- Protect employees from the dangers of abuse of alcohol, drugs or solvents
- Support employees with related problems

Alcohol and drug misuse have serious implications for users and for their work, particularly with machinery or in hazardous situations such as those we carry out on a regular basis.

In the workplace alcohol, drug or solvent abuse can take two different forms;

- Occasional inappropriate use
- Consistently inappropriate use

Problems arising from the first category are more likely to be cases of misconduct whilst the second will be more likely to involve long term health and performance issues. Employees are encouraged to seek assistance from within the organisation if they believe that they have a problem with alcohol or drugs.

Employees should be aware that fellow workers affected by alcohol or drugs can be a serious hazard to themselves, other employees or others.

Where employees are concerned about the welfare of others within the organisation, they are encouraged to advise their line manager or another appropriate person within the organisation of their concerns.

All such reports will be treated in a confidential manner.

Managers are required to make a note of employees who show symptoms of alcohol or other intoxication when at work. These symptoms can include:

- the smell of alcohol.
- slurred speech.
- unusual lack of co-ordination.
- changes in behaviour, particularly aggression.
- frequent absences on Mondays and Fridays.
- unusually high rates of absenteeism
- unkempt appearance/lack of hygiene.
- spasmodic work patterns and lower productivity; or
- poor relations with others.

Alcohol should not be consumed on the premises at any time, nor should employees consume alcohol during working hours. Also they should not present themselves for work or be incapable of work through the consumption of alcohol, taking of non-prescribed drugs or having used solvents.

Anyone found taking alcohol or drugs or using solvents on the premises will be considered guilty of gross misconduct and will be disciplined accordingly.

Anyone found to be intoxicated by alcohol or drugs on the premises will be removed from the premises.

He or she will be considered guilty of gross misconduct and will be disciplined and if found guilty of gross misconduct may face summary dismissal accordingly.

Anyone driving while on company business while affected or intoxicated by alcohol or drugs or solvents will also be considered guilty of gross misconduct and will be disciplined accordingly.

Here it should be noted that some prescribed drugs may mean that you are over the allowed limit levels for driving. Should you be in any doubt about such prescribed drugs you should talk to your Manager and your Doctor as Police officers have the power to arrest and charge you when found to be driving in such circumstances.

The Company will use a particular procedure in a constructive and sympathetic manner to make known to employees where they may seek more information or help with alcohol, drug and solvent related problems.

EMPLOYEE PROPERTY POLICY

The Company does not accept any liability for the loss of, or damage to your property brought onto the Company's premises or the premises of its clients whatever the cause, although investigations will be carried out on matters brought to the Company's notice. If you bring a motor vehicle or cycle onto Company premises, it must be parked in the authorised parking area. Such vehicle or cycle is parked entirely at your risk and the Company accepts no liability in respect of damage to or loss from such vehicle or cycle.

EQUAL OPPORTUNITIES AND DIVERSITY POLICY

The Company is committed to achieving a working environment which provides equality of opportunity and freedom from unlawful discrimination on the grounds of race, sex, pregnancy and maternity, colour, nationality, ethnic origin, gender, marital or civil partnership status, disability, religion or beliefs, age or sexual orientation. This policy aims to remove unfair and discriminatory practices within the Company and encourage full contribution from its diverse community. This company is committed to actively opposing all forms of discrimination.

Objectives of this Policy.

To reduce, stop and prevent all forms of discrimination in line with the Equality Act 2010

To ensure that recruitment, promotion, training, development, assessment, benefits, pay, terms and conditions of employment, redundancy, dismissals and service provision are determined on the basis of capability, qualifications, experience, skills and productivity.

Designated Person.

Sarah-Jane Ashford, Finance Director. Contact Telephone Number 01502 563629.

Definition of Discrimination.

Discrimination is unequal or differential treatment which leads to one person being treated more or less favourably than others are, or would be treated in the same or similar circumstances on the grounds of race, sex, pregnancy or maternity, colour, nationality, ethnic origin, gender, marital or civil partnership status, disability, religion or beliefs, age or sexual orientation. Discrimination may be direct or indirect.

Types of Discrimination.

Direct Discrimination: This occurs when a person or a policy intentionally treats a person less favourably than another on the grounds of race, colour, nationality, ethnic origin, gender, marital status, disability, religious beliefs, age or sexual orientation.

Indirect Discrimination: This is the application of a policy, criterion or practice to a person which the employer would apply to others but which is such that:

- It is detrimental to a considerably larger proportion of people from the group that the person the employer is applying it to represents;
- The employer cannot justify the need for the application of the policy on a neutral basis; and
- The person to whom the employer is applying it suffers detriment from the application of the policy.

Unlawful Reasons for Discrimination.

Gender or marital or civil partnership status, age, disability, race, sex, pregnancy or maternity, colour, nationality and ethnic origin, sexual orientation and religion or belief.

Reasonable Adjustments.

The Company will make reasonable adjustments to facilitate the employment of a disabled person, or of a person who is temporarily unable to perform their duties to their full capacity as a result of illness, disease or accident.

Responsibility for the Implementation of this Policy.

The co-operation of all employees is essential for the success of this Policy. However, the ultimate responsibility for achieving the Policy objectives and ensuring compliance with relevant Legislation and Codes of Practice, lies with the Company.

The Extent of the Policy.

The Company seeks to apply this Policy in the recruitment, selection, training, appraisal, development and promotion of all employees.

The Company seeks to ensure that all sub-contractors and agents act in accordance with this Policy, without accepting any liability for their acts or omissions.

The Company offers goods and services in a fashion that complies with the spirit of the Policy.

This Policy does not form a part of any employment contract with any employee and its contents are not to be regarded by any person as implied, collateral or express terms to any contract made with the Company.

The Company reserves the right to amend and update this Policy at any time.

Reference Documentation.

This policy should be read in conjunction with our Policy Statement on Harassment & Bullying at Work.

FAMILY FRIENDLY POLICIES

MATERNITY RIGHTS

Ante - Natal care

Employees who become pregnant are entitled to time off with pay to attend ante - natal clinic. To claim this right, employees must, after their first appointment, produce a card from the hospital or clinic confirming the appointments. The company requires at least 48 hours' notice of intention to be absent for such a purpose.

Statutory Maternity Pay

Employees who have 26 weeks continuous service by the Qualifying Week, i.e. the 15th week before the expected week of confinement, will be eligible for statutory maternity pay at the current statutory rate. To claim maternity pay from the company, employees must give at least 21 days' notice, in writing, of their intention to do so and provide a Maternity Certificate signed by a doctor or midwife.

Maternity Leave

To be eligible to return to work after having a baby, an employee must have been eligible for statutory maternity pay, and must also notify the company of her intention to return to work, in writing at least 21 days before the day on which she proposes to return. She must also conform to any legal requirements laid upon her by the company to confirm her intention to return to work after the baby has been born. The length of maternity leave and the right to return to work will be the statutory provisions at the time. During maternity leave the woman is entitled to keeping in touch days (KIT). KIT days are designed to enable the woman to keep up with any changes in work processes or policies, and could involve update training. Further details of these KIT day arrangements are available from the Finance Director. She also has the right to be advised of and be consulted in the event of any Company restructuring which may or may not involve changes in jobs, their content and any potential redundancy situations.

EXTENDED LEAVE

You may be allowed, at the Company's discretion, to take extended leave. Where you wish to take advantage of this, you must apply in writing to your departmental manager at least 2 months before the expected start date. You will be expected to use your total annual holiday entitlement available to you, for the 12 month period and add to this the amount of unpaid leave agreed to by management. Management in coming to this decision will consider your timekeeping, attendance, work and disciplinary records. The needs of the Company will be paramount at all times.

PATERNITY LEAVE

If you are the natural or adoptive father of a child, you will have the right to take up to two weeks paid Paternity Leave. To qualify for Paternity Leave, you must have been continuously employed for twenty-six weeks in the fifteenth week before the Expected Week of Childbirth (EWC), or ending with the week in which you are notified of being matched for adoption. You must self-certify your wish to take Paternity Leave during or before the fifteenth week before the EWC or no later than seven days after being notified of having been matched with the child in the case of adoption, or as soon as is reasonably practicable using Form SC3, which can be obtained from the Finance Director. This advises the Company when you would like to take leave, and for how long.

You can change your mind about when you start leave and for how long, but you must give the Company twenty-eight days' notice, or as much notice as is reasonably practicable of such a change. Paternity Leave is for one or two consecutive weeks and cannot be taken in odd days. Paternity Leave should be taken within eight weeks from the child's birth or placement.

Statutory Paternity Pay (SPP) is paid for a maximum of two weeks. You must give at least twenty-eight days' notice (in writing if required by the Company) of the date you wish SPP to commence. The rate of pay is the rate set by the Government which is the same as the lower rate of Statutory Maternity Pay. To be eligible for Paternity Pay your average weekly earnings must be at least equal to the lower earnings limit for National Insurance Contributions.

Additional Paternity Leave

For babies born on or after 3 April 2011 or where adoptive parents are notified of having been matched with a child on or after 3 April 2011 as the father or adoptive parent you may be eligible to take up to twenty-six weeks leave for the purposes of caring for the child.

To be eligible the child's mother or in the case of adopters, the primary carer, must have returned to work. The minimum length of leave which you can take is two consecutive weeks and this leave must be taken in multiples of complete weeks or as one period. Leave must be taken once the child has reached twenty weeks old but before the child's first birthday. In the case of adoption the leave should be taken once the child has been with you for twenty weeks and up to the first anniversary of the placement.

To qualify for Additional Paternity Leave you must be continuously employed for twenty-six weeks at the fifteenth week before the EWC (or the week in which the child's adopter is notified of having been matched). You should be the father of the child or be married to or be the partner of the child's mother or adopter and must have or expect to have responsibility for the child's upbringing.

To qualify for payment of Additional Paternity Leave the mother or principal carer must be entitled to either maternity allowance, SMP or SAP and must have returned to work. You are required to give a minimum of eight weeks' notice of your intention to take Additional Paternity Leave by completing a Self-Certification Form [SCF]. In addition to the SCF the mother or adopter must provide a declaration stating when they intend to return to work. Following receipt of this documentation the Company will write to you within twenty-eight days confirming the entitlement. The Company may request, within twenty-eight days of receipt of your leave notice, a copy of the child's birth certificate. You are required to provide this within twenty-eight days of the request.

The rate of pay for Additional Paternity Leave is the same as the lower level of SMP or 90% of normal weekly earnings whichever is the lower.

Keeping in touch days will apply to this leave in the same way as Maternity Leave.

Adoption leave

If you are notified by an approved Adoption Agency of a match with a child or children you are entitled to Adoption Leave. If a couple adopt jointly, one of them can take Adoption Leave and the other can take Paternity Leave.

Adoption Leave may last up to fifty-two weeks. Ordinary Adoption Leave lasts for twenty-six weeks and Additional Adoption Leave lasts for a further twenty-six weeks. To be entitled to Adoption Leave you must have twenty-six weeks continuous service at the end of the week in which you are notified of being matched with a child. You must have notified the Adoption Agency of your acceptance of the placement and agreed a date. To change the date of your Adoption Leave you must give the Company at least twenty-eight days notice. You must notify the Company as to when the child is expected to be placed for adoption and the date you want leave to begin. This must be given no later than seven days after being notified of having been matched with the child. The Company may request evidence of the entitlement to Adoption Leave.

Statutory Adoption Pay (SAP) lasts for thirty-nine weeks and is paid at the statutory weekly rate, which is the lower rate of statutory maternity pay. You must complete the Form SC4 to receive adoption pay, which can be obtained from your Manager. If you are not entitled to adoption pay, the Company will give you a SAP1 Form which will explain the reasons why.

PARENTAL LEAVE

Entitlement to Parental Leave is based on two factors. Firstly, you must have been continuously employed for one year at the time of commencing the leave, and secondly, you must be expected to have responsibility for the child.

The Parental Leave entitlement is subject to a maximum of thirteen weeks' unpaid leave for each child, or 18 weeks if the child is disabled.

You can choose to take Parental Leave at any time up until the child's fifth birthday, or in the case of adopted children, five years after the child was first placed with the family for adoption. In the case of a disabled child, leave may be taken up until the child's eighteenth birthday.

Parental Leave must be taken in blocks or multiples of one week, except where you are the parent of a disabled child, when you can take the leave in blocks or multiples of one day. In all of these cases the Parental Leave is for a maximum of four weeks for each child in any one year. Any leave taken which is less than one week, except in the case of a disabled child, will count as one week.

You must give at least twenty-one days' notice of your intention to take Parental Leave. The request for Parental Leave, except for leave immediately after the child is born or placed with the family for adoption, can be postponed for up to six months where the Company believes the business would be particularly disrupted if the leave was taken at the time requested by you.

Shared Parental Leave

From 5 April 2015 parental leave can be shared on the same basis as the existing shared maternity leave and shared maternity pay. This applies to the mother of a child, the father of a child and the person who is married to, or the civil partner or the partner of the mother providing they are in an enduring family relationship and not a relative.

Anyone wishing to take shared parental leave must be an employee and have been continuously employed for 26 weeks by the 15th week before the expected week of childbirth. Anyone wishing to take advantage of the opportunity to share the 50 weeks of parental leave should contact a Director for further information. Both parties will be entitled to be paid the requisite agreed number of weeks at the statutory rate of pay.

FLEXIBLE WORKING

The Employment Act 2002 introduced the right for parents of children under the age of 6 (or 18 if disabled) to apply to work flexibly. This right was extended in April 2007 to include the carers of certain adults. From 6th April 2009, the Flexible Working (Eligibility, Complaints and Remedies) (Amendment) Regulations 2009 extend the right to request flexible working to parents of children under the age of 17. Further amendments to the Flexible working Regulations which came into effect on 30th June, 2014 now allow any employee with at least 26 weeks service to apply for flexible working. Consequently, Pitkin and Ruddock Ltd (the Company) has a duty to seriously consider any such applications.

However the Company understands that other employees may have commitments and needs that would benefit from the opportunity to work flexibly, and in keeping with our commitment to equal opportunities and desire to support our employees the option of applying to work flexibly is extended to all employees.

Aims of the Policy

- To ensure that employees are made aware of the right to apply, and the requirements for flexible working, in order that eligible employees are able to maintain a better work – life balance; and
- To ensure that the Pitkin and Ruddock Ltd Group complies with all of its obligations imposed by law, and that all applications to work flexibly are dealt with fairly and consistently.

Provision

In order to be able to apply to work flexibly employees must meet the following criteria:

- be an employee who has worked for the Company continuously for at least 26 weeks;
- Not have made a successful application to work flexibly in the preceding 12 months.

Eligible employees will be able to apply to either change the hours that they work or the periods of time that they work as follows:

- Full time work or Part Time work
- Compressed Hours
- Flexitime
- Home Working
- Job-Sharing
- Term-Time Working
- Shift Working
- Annualised Hours

Employees who would like more information on any of the options above should speak to a Director.

Procedure

An employee who wishes to apply to work flexibly must do so in writing to their manager including the following information:

- a statement that it is being made under the employee's statutory right to apply for flexible working;
- the employee's reason for making the application;
- the employee's proposed flexible working plan, and an explanation of what effect the employee thinks it will have on the Company's business and how it can be dealt with;
- a start date for the proposed change which allows reasonable time for the Company to consider and implement the proposal; and
- the date on which the application is made and the dates and results of any previous applications to work flexibly.

Their manager will arrange a meeting with the employee to discuss the request within 28 days, which the employee may bring a colleague to if they wish.

The employee will be notified of the decision within 14 days of the date of the meeting. This notification will either:

- Accept the request and confirm the start date as well as any other action; or
- Confirm a compromise agreed at the meeting; or
- Reject the request and give clear business reasons for doing so together with details of the appeals process.

The Company will only refuse a valid request to work flexibly on one or more of the following grounds:

- The burden of additional costs;
- Detrimental effect on ability to meet customer demand;
- Inability to reorganise work among existing employees;
- Inability to recruit additional employees;
- Detrimental impact on quality;
- Detrimental impact on performance;
- Insufficiency of work during the periods the employee proposes to work; or
- Planned structural changes.

- The risks to the health of the individual or their colleagues in acceding to their request for flexible working.

Where a request to flexibly is granted there is no automatic right for the employee to return to their previous pattern of work.

Appeals

Employees have the right to appeal a refusal of a request to work flexibly.

An employee who wishes to appeal should do so in writing to a Director within 14 days of being notified of the refusal.

The employee will be notified of the appeal date which must be within 14 days of the Company receiving the employee's appeal. The employee is entitled to be accompanied by a friend or colleague if they wish.

The employee will be notified of the appeal decision within 14 days of the appeal meeting. The notification will either:

- uphold the appeal, specify the agreed variation and start date; or
- dismiss the appeal, state the grounds for the decision and contain a sufficient explanation of the refusal.

The appeal decision is final.

HOME WORKING POLICY

The Company recognises that its employees are its most important asset and is committed to improving the working lives of all employees. As far as possible, the Company operates flexible working arrangements. The home working policy is one of the flexible working options which can be requested by employees; it has been introduced with the aim of providing a better work life balance for all employees. The Company realises that there are situations where conflict between work and home life creates difficulties and where temporary or permanent changes to working arrangements can enable employees to re-establish a balance. The options available in this policy can help employees to accommodate the needs of both their home and professional lives. Full details of the Policy can be obtained from a Director.

HEALTH SURVEILLANCE & FOOD SAFETY

General Policy.

Pitkin and Ruddock Ltd have identified that the nature of our work will at times mean our employees will be in contact with food, food preparation areas and equipment used in food preparation and storage.

This, if uncontrolled, has potential for contamination of food stuff in various forms, these include;

- Microbiological (product to product or person to product)
- Physical (e.g. glass or particles entering food)
- Chemical (e.g. cleaning chemicals entering food)

General Procedures – Good Practice.

To minimise these risks all Pitkin and Ruddock Ltd employees should be aware of the potential hazards and adhere to the following procedures.

When working in environments where the risk of food contamination exists, employees should;

- Wear appropriate PPE and specialist hygiene clothing (e.g. hair nets, or disposable clothing) relevant to the site condition / regulation.
- Ensure correct levels of food hygiene are adopted (e.g. washing hands before entering and leaving areas)
- Ensure correct site security procedures are followed (e.g. sign on and off site)
- If food products are to be moved or surfaces cleaned ask site staff to carry out these functions.
- Consider what chemicals or equipment are required to be used in food areas, limit use to safest options and control use.

- Report any instance of contamination or poor storage conditions to the responsible person on site as soon as possible.
- Not enter food storage, preparation or serving areas if they have suffered from specific health problems (see Health Surveillance below)

Site Specific Procedures.

Some site operations will require a health questionnaire to be completed by contractors / visitors before access to the site is allowed, if this is the case these must be completed accurately to ensure health security is maintained.

Health Surveillance.

As a preventative measure to ensure the risk of contamination to food stuffs due to ill health is kept to a minimum, all employees are requested to report any of the following conditions to their service manager / administrator;

- If you have ever had or are known to be a carrier of, typhoid or paratyphoid.
- If in the past 21 days you have been in contact with anyone at home or abroad who may have been suffering from, typhoid or paratyphoid.
- Suffered from diarrhoea or vomiting within the past seven days.
- Suffer from;
 - Recurring skin or ear problems.
 - A recurring bowel disorder.
- Currently suffering from;
 - Skin problems affecting hands, arms or face.
 - Boils, styes or septic fingers.
 - Discharge from the eye, ear or gums / mouth.

LONE WORKER

Company Policy Statement For Peripatetic (Lone) Workers.

The Health & Safety at Work Act 1974, and the Management of Health & Safety at Work Regulations 1999 and the Workplace (Health, Safety and Welfare) Regulations 1992 apply to our employees on our site and when visiting other premises in the course of their work (peripatetic workers).

- We recognise that this work is often carried out in places that are under our control and on premises which are not under our direct control. We will provide additional measures such as a safe system of work, information, instruction and training, to ensure our employees safety on our premises and on the premises of others.
- Where any of our employees are on other premises for anything other than short periods, we will ensure that those in control of the premises are aware of the proposed activities of our employees.
- Dependent upon the work task, a verbal confirmation, risk assessment, method statement or site safety file will be used for this purpose.
- Where a work permit is required by site regulations it will be obtained from the person responsible for our work on site.
- None of our peripatetic workers will be expected to work on the premises of others without being advised of the hazards they may face and how to deal with them.
- We will require all clients to provide our employees with written information on site emergency procedures wherever practical.
- Where practical, clients will be requested to provide our employees with first aid arrangements, sanitary and washing facilities and their facilities for rest, eating meals and catering arrangements.
- Where this is not possible we will allow our employees sufficient time to locate local alternatives.

- All peripatetic workers will be provided with a travelling first aid box, whether the site has first aid facilities or not.
- In addition to PPE and task specific tools our peripatetic workers will also be provided with a company issue mobile telephone; however, this should not be completely relied upon as the operation of these devices is dependent upon location.
- Workers on our sites and client's premises must conform to all the arrangements for fire, security and liaison, such as signing the visitors / contractors book, observing no smoking areas and reporting to the site contact/reception on arrival and departure.

The Company requires employees or contractors providing services to the Company to;

- Maintain a professional approach to their own Health and Safety and to;
- Report regularly to the Company or to the site manager when they are on our or other Company premises, in the event that they find themselves in a lone working capacity e.g. outside normal working hours, when other people are not present or available on those premises.

MEDIA CONTACTS

If any employee is approached by any representative of the media, that is to say; radio, television, newspapers, social media, internet etc., they must not under any circumstances discuss any aspect of the Company's business with those persons. Should they do so, this would be regarded as a gross misconduct offence and could lead to dismissal.

Any such request for information from a representative of the media should be referred immediately to the Directors office and the media representative advised that they, as an individual employee, can only respond with a "no comment" statement.

PRIVACY POLICY

The non - contractual Company Privacy Policy which relates to the acquisition and use of personal data is set out in the Appendices at Appendix 2.

RECRUITMENT POLICY

The non-contractual Recruitment Policy is set out in the Appendices at Appendix 3.

RETIREMENT POLICY (NO OBJECTIVELY JUSTIFIED RETIREMENT AGE)

The Company is committed to achieving a working environment which provides equality of opportunity and to encouraging full contribution from its diverse community, including benefiting from the skills, knowledge and experience of its older workers. In order to facilitate this, the Company operates a flexible retirement policy.

The Company does not operate a compulsory retirement age and employees may voluntarily retire at a time of their choosing.

Aims of the Policy

This policy aims to:

- Set out the Company's approach to employees' retirement.
- Detail the procedure to be followed when an employee decides that they wish to retire.

Discussion Meetings

During the yearly performance appraisal meeting, line managers will discuss the employee's performance and training needs. These meetings may also include a discussion of the employee's

future plans or proposals for retirement and should be viewed as an informal opportunity for the Company and the employee to plan together for the future. At any time, an employee is free to initiate discussions about retirement plans with their line manager. When an employee reaches a decision to retire, they should notify the Company, using the procedure set out below.

Retirement Procedure

When an employee decides that they wish to retire, they should inform their Manager of this decision in writing. As the employee who is about to retire is likely to have considerable knowledge of the Company and their role and responsibilities, it would be appreciated if the employee could give as much notice of retirement as possible in order to arrange an orderly handover of work. In any event, the employee must comply with the notice period set down in their contract of employment. On receipt of the employee's notice to retire, the Company will send the employee a written acknowledgement.

The Company will then meet with the employee to discuss the arrangements for retirement in more detail, including the intended retirement date, updates on work in progress, any Pension details and arrangements for handing over work and training a successor, where relevant and required by the Company.

TECHNOLOGY POLICIES

The Company's policies in relation to the following are set out below:

IT Security Policy

E-mail Policy

Data Security

Internet Policy

Social Media sites usage Policy

Mobile telephones

IT Security Policy

To ensure that the e-mail and Internet policy is adhered to Pitkin and Ruddock Ltd will occasionally randomly monitor e-mails and computer access by staff. It is important that you **do not assume** that your electronic communication is private and confidential.

Use of personal devices capable of receiving or sending messages either verbally or by text is prohibited during working hours unless given express permission by a member of Management.

E-Mail

Electronic communications (including e-mail, desktop faxing and Internet access) allows quick and efficient communication. E-mail services must not be used in any way likely to bring the Company into disrepute. The following are examples of improper use:

- Sending improper (jokes, gossip, sensitive material etc.) information, internally or externally.
- Improperly reveal confidential information.
- Making any defamatory/derogatory comments about companies or individuals, either internally or externally, which may result in legal action against or embarrassment to the Company
- Producing, introducing or forwarding chain letters or hoax virus e-mails
- Registering a Pitkin and Ruddock Ltd e-mail account on an external mailing list for receipt of e-mail (other than for business purposes unless authorised by your manager)
- Conducting personal business transactions via e-mail e.g. selling, advertising, banking, holiday bookings or other personal transactions.
- Sending or saving material that may be considered to be obscene, offensive or of a sexual nature, whether in word, image or audio file
- Sending or saving material that is sexist, racist or could offend others because of its political nature

This list is not exhaustive.

Beware that once your e-mail is sent, you have no control over who may see it and that it can be intercepted. Please be aware that documents attached to e-mails may contain a virus, as could

executable files (i.e. files with .exe extension). If you receive an email from an unidentifiable source DO NOT OPEN ANY ATTACHMENTS AND REPORT IT TO YOUR MANAGER.

Data security

It is the Company's policy to comply with all laws regulating computers and data protection. It is therefore important that all employees minimise exposure to risk through careless practices with regard to the use of data or inappropriate, or illegal, use of software.

Employees supplied with computer equipment are responsible for the safety and maintenance of that equipment, and the security of software and data stored either on their own system or other systems that they can access remotely.

You are not permitted to use the Company computer facilities for personal use and computers should only be used by you to perform your job function.

You should at all times keep your personal password confidential. When changing your password you should adopt a password, which does not use personal data. You should change your password regularly and you must never share or divulge your personal password to any unauthorised person.

You are only authorised to use systems and have access to information, which is relevant to your job. You should neither seek information nor use systems outside of these criteria.

Employees are required to comply with all policy documents issued by the Company with regard to the use of computer equipment. You should at all times ensure that you do not leave your Computer screen open when you are not at your work station and log out of applications you are using.

It is illegal to make copies of your software. Software issued by the Company for your use is licensed to the Company and is protected by copyright law. You must not make or distribute software that has been copied.

Internet policy

The Internet may not be accessed unless required for business use, except during your lunch break (email restrictions above apply). The employer reserves the right to remove this privilege.

Please note that:

- You may not view or save material that may be considered to be obscene, offensive or of a sexual nature, whether in word, image or audio file
- View or saving material that is sexist, racist or could offend others because of its political nature

This list is not exhaustive.

Misuse of the Company's IT security policy will be dealt with under the Company's disciplinary procedure.

Use of blogs/social networking sites

You are prohibited from using or accessing blogs / networking sites during working hours. If you use such sites outside of working hours you must ensure that any statements made are not in breach of the Company policy and do not identify the Company or bring the Company name into disrepute.

Defamatory, derogatory or harassing statements or comments posted on such sites either about the Company or employees of the Company or comments which identify individual employees or use their personal data may be treated as gross misconduct in line with the Company disciplinary procedures.

This also applies to any matters of a confidential nature which should not be discussed through this forum. If you are in any doubt as to whether something falls into the confidential category you should speak to your Manager.

If you leave our employment you should remove any reference which indicates you are still an employee of the Company.

Please also refer to the Internet usage and data security policies.

Use of Company Mobile Telephones Policy

If you are provided with a mobile or car phone, this is to be used for business telephone calls only. If the telephone is used for excessive private telephone calls, the Company will require you to reimburse the cost of these.

You should take care of the telephone and ensure it is secure at all times. In the event that the telephone is stolen you should notify your Manager immediately to report the theft. In the absence of you manager you should take all reasonable steps to report the matter so that steps can be taken to disconnect the phone.

Mobile telephone services must not be used in any way likely to bring Pitkin and Ruddock Ltd into disrepute.

The following are examples of improper use:

- Sending, via text, images or verbally improper (jokes, gossip, sensitive material etc.) information, internally or externally.
- Making any defamatory/derogatory comments about companies or individuals, either internally or externally, which may result in legal action against or embarrassment to the Company.
- Conducting personal business transactions.
- Sending or saving material that may be considered to be obscene, offensive or of a sexual nature, whether in word, image or audio file.
- Sending or saving material that is sexist, racist or could offend others because of its political nature.

Use of Personal Mobile Telephones

These phones may be used for Company business in line with the above regulations but their use for personal matters is restricted to emergencies only during working hours.

WHISTLEBLOWING POLICY

Introduction

Employees may, in properly carrying out their duties, have access to, or come into contact with, information of a confidential nature. Their terms and conditions provide that except in the proper performance of their duties, employees are forbidden from disclosing, or making use of in any form whatsoever, such confidential information.

However, the law allows employees to make a 'protected disclosure' of certain information. In order to be 'protected', a disclosure must relate to a specific subject matter and the disclosure must also be made in an appropriate way. Whistleblowing protection is confined to a disclosure which, in the reasonable belief of the employee making the disclosure, is made in the public interest.

Pitkin and Ruddock Ltd (the Company) is committed to be compliance with the Bribery Act 2010. The Company actively encourages a culture of honesty and openness and therefore all employees are required to bring up to their Data Controller or other designated person any issue that, in the employee's opinion, might constitute bribery or corruption.

Specific Subject Matter

If, in the course of employment, an employee becomes aware of information which they reasonably believe tends to show one or more of the following, they must use the Company's disclosure procedure set out below:

- That a criminal offence has been committed is being committed or is likely to be committed.
- That a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject.
- That a miscarriage of justice that has occurred, is occurring, or is likely to occur.
- That the health or safety of any individual has been, is being, or is likely to be, endangered.
- That the environment, has been, is being, or is likely to be, damaged.
- That information tending to show any of the above, is being, or is likely to be, deliberately concealed.

- That the business or any associated person has been, is being, or is likely to be receiving or offering bribes.
- That any foreign official has been, is being, or is likely to be bribed or offered facilitation payment by the company or any associated person.

Disclosure Procedure

Information which an employee reasonably believes tends to show one or more of the above should promptly be disclosed to their Data Controller so that any appropriate action can be taken.

If it is inappropriate to make such a disclosure to their Data Controller, the employee should speak to a Director.

Employees will suffer no detriment of any sort for making such a disclosure in accordance with this procedure.

However, failure to follow this procedure may result in the disclosure of information losing its 'protected status.'

For further guidance in relation to this matter or concerning the use of the disclosure procedure generally, employees should speak in confidence to the Finance Director.

WORKING TIME REGULATIONS

The Working Time Regulations (1998)

Overview

You cannot work more than 48 hours a week on average - normally averaged over 17 weeks. This law is sometimes called the 'working time directive' or 'working time regulations'.

There are special rules for night workers. If you should ever be asked to do regular work at night please refer to your Manager who will make you aware of the rules on rest breaks and health and safety assessments?

You can choose to work more hours by opting out of the 48-hour week.

The Working Time Regulations (1998) implement the European Working Time Directive into GB law.

The Regulations were amended, with effect from 1 August 2003, to extend working time measures in full to all non-mobile workers in road, sea, inland waterways and lake transport, to all workers in the railway and offshore sectors, and to all workers in aviation who are not covered by the Civil Aviation (Working Time) Regulations 2004. The Regulations apply to junior doctors from 1 August 2004

Opting out of the 48 hour week

You can choose to work more than 48 hours a week on average if you're over 18. This is called 'opting out'. Should you choose to opt out this will change your contract of employment clauses regarding hours of work

We as your employer can ask you to opt out, but you can't be sacked or treated unfairly for refusing to do so.

You can opt out for a certain period or indefinitely. It must be voluntary and in writing.

An Example of an opt-out agreement is set out in Appendix 4 and a copy of this form can also be provided to you by your Manager.

Appendix

The following Appendices are non – contractual and the Company reserves the right to amend or withdraw them at any time

Appendix 1 - Data protection Policy

1. Introduction

This Policy sets out the obligations of Pitkin & Ruddock Ltd group including Three Counties Refrigeration Ltd, a company registered in the UK, whose registered office is at Unit 1, Capital Estate, Whapload Road, Lowestoft, NR32 1TY (“the Company”) regarding data protection and the rights of employees, customers and business contacts (“data subjects”) in respect of their personal data under EU Regulation 2016/679 General Data Protection Regulation (“GDPR”).

The GDPR defines “personal data” as any information relating to an identified or identifiable natural person (a “data subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

This Policy sets the Company’s obligations regarding the collection, processing, transfer, storage, and disposal of personal data. The procedures and principles set out herein must be followed at all times by the Company, its employees, agents, contractors, or other parties working on behalf of the Company.

The Company is committed not only to the letter of the law, but also to the spirit of the law and places high importance on the correct, lawful, and fair handling of all personal data, respecting the legal rights, privacy, and trust of all individuals with whom it deals.

2. The Data Protection Principles

This Policy aims to ensure compliance with the GDPR. The GDPR sets out the following principles with which any party handling personal data must comply. All personal data must be:

- 2.1 Processed lawfully, fairly, and in a transparent manner in relation to the data subject.
- 2.2 Collected for specified, explicit, and legitimate purposes and not further processed in a manner that is incompatible with those purposes. Further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes.
- 2.3 Adequate, relevant, and limited to what is necessary in relation to the purposes for which it is processed.
- 2.4 Accurate and, where necessary, kept up to date. Every reasonable step must be taken to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased, or rectified without delay.
- 2.5 Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed. Personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes, or statistical purposes, subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of the data subject.
- 2.6 Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical or organisational measures.

3. The Rights of Data Subjects

The GDPR sets out the following rights applicable to data subjects (please refer to the parts of this policy indicated for further details):

- 3.1 The right to be informed (Part 12).
- 3.2 The right of access (Part 13);
- 3.3 The right to rectification (Part 14);
- 3.4 The right to erasure (also known as the 'right to be forgotten') (Part 15);
- 3.5 The right to restrict processing (Part 16);
- 3.6 The right to data portability (Part 17);
- 3.7 The right to object (Part 18); and
- 3.8 Rights with respect to automated decision-making and profiling (Parts 19 and 20).

4. Lawful, Fair, and Transparent Data Processing

- 4.1 The GDPR seeks to ensure that personal data is processed lawfully, fairly, and transparently, without adversely affecting the rights of the data subject. The GDPR states that processing of personal data shall be lawful if at least one of the following applies:
 - 4.1.1 The data subject has given consent to the processing of their personal data for one or more specific purposes;
 - 4.1.2 The processing is necessary for the performance of a contract to which the data subject is a party, or in order to take steps at the request of the data subject prior to entering into a contract with them;
 - 4.1.3 The processing is necessary for compliance with a legal obligation to which the data controller is subject;
 - 4.1.4 The processing is necessary to protect the vital interests of the data subject or of another natural person;
 - 4.1.5 The processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller; or
 - 4.1.6 The processing is necessary for the purposes of the legitimate interests pursued by the data controller or by a third party, except where such interests are overridden by the fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.
- 4.2 [If the personal data in question is "special category data" (also known as "sensitive personal data") (for example, data concerning the data subject's race, ethnicity, politics, religion, trade union membership, genetics, biometrics (if used for ID purposes), health, sex life, or sexual orientation), at least one of the following conditions must be met:
 - 4.2.1 The data subject has given their explicit consent to the processing of such data for one or more specified purposes (unless EU or EU Member State law prohibits them from doing so);
 - 4.2.2 The processing is necessary for the purpose of carrying out the obligations and exercising specific rights of the data controller or of the data subject in the field of employment, social security, and social protection law (insofar as it is authorised by EU or EU Member State law or a collective agreement pursuant to EU Member State law which provides for appropriate safeguards for the fundamental rights and interests of the data subject);
 - 4.2.3 The processing is necessary to protect the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent;

- 4.2.4 The data controller is a foundation, association, or other non-profit body with a political, philosophical, religious, or trade union aim, and the processing is carried out in the course of its legitimate activities, provided that the processing relates solely to the members or former members of that body or to persons who have regular contact with it in connection with its purposes and that the personal data is not disclosed outside the body without the consent of the data subjects;
- 4.2.5 The processing relates to personal data which is clearly made public by the data subject;
- 4.2.6 The processing is necessary for the conduct of legal claims or whenever courts are acting in their judicial capacity;
- 4.2.7 The processing is necessary for substantial public interest reasons, on the basis of EU or EU Member State law which shall be proportionate to the aim pursued, shall respect the essence of the right to data protection, and shall provide for suitable and specific measures to safeguard the fundamental rights and interests of the data subject;
- 4.2.8 The processing is necessary for the purposes of preventative or occupational medicine, for the assessment of the working capacity of an employee, for medical diagnosis, for the provision of health or social care or treatment, or the management of health or social care systems or services on the basis of EU or EU Member State law or pursuant to a contract with a health professional, subject to the conditions and safeguards referred to in Article 9(3) of the GDPR;
- 4.2.9 The processing is necessary for public interest reasons in the area of public health, for example, protecting against serious cross-border threats to health or ensuring high standards of quality and safety of health care and of medicinal products or medical devices, on the basis of EU or EU Member State law which provides for suitable and specific measures to safeguard the rights and freedoms of the data subject (in particular, professional secrecy); or
- 4.2.10 The processing is necessary for archiving purposes in the public interest, scientific or historical research purposes, or statistical purposes in accordance with Article 89(1) of the GDPR based on EU or EU Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection, and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject.]

5. Specified, Explicit, and Legitimate Purposes

- 5.1 The Company collects and processes the personal data set out in Part 21 of this Policy. This includes:
 - 5.1.1 Personal data collected directly from data subjects and
 - 5.1.2 Personal data obtained from third parties.
- 5.2 The Company only collects, processes, and holds personal data for the specific purposes set out in Part 21 of this Policy (or for other purposes expressly permitted by the GDPR).
- 5.3 Data subjects are kept informed at all times of the purpose or purposes for which the Company uses their personal data. Please refer to Part 12 for more information on keeping data subjects informed.

6. Adequate, Relevant, and Limited Data Processing

The Company will only collect and process personal data for and to the extent necessary for the specific purpose or purposes of which data subjects have been informed (or will be informed) as under Part 5, above, and as set out in Part 21, below.

7. Accuracy of Data and Keeping Data Up-to-Date

- 7.1 The Company shall ensure that all personal data collected, processed, and held by it is kept accurate and up-to-date. This includes, but is not limited to, the rectification of personal data at the request of a data subject, as set out in Part 14, below.
- 7.2 The accuracy of personal data shall be checked when it is collected and at regular intervals thereafter. If any personal data is found to be inaccurate or out-of-date, all reasonable steps will be taken without delay to amend or erase that data, as appropriate.

8. Data Retention

- 8.1 The Company shall not keep personal data for any longer than is necessary in light of the purpose or purposes for which that personal data was originally collected, held, and processed.
- 8.2 When personal data is no longer required, all reasonable steps will be taken to erase or otherwise dispose of it without delay.

9. Secure Processing

The Company shall ensure that all personal data collected, held, and processed is kept secure and protected against unauthorised or unlawful processing and against accidental loss, destruction, or damage. Further details of the technical and organisational measures which shall be taken are provided in Parts 22 to 27 of this Policy.

10. Accountability and Record-Keeping

- 10.1 The Company's Data Collection Officer is Sarah-Jane Ashford, sarah-jane.ashford@pitkin-ruddock.co.uk.
- 10.2 The Data Collection Officer shall be responsible for overseeing the implementation of this Policy and for monitoring compliance with this Policy, the Company's other data protection-related policies, and with the GDPR and other applicable data protection legislation.
- 10.3 The Company shall keep written internal records of all personal data collection, holding, and processing, which shall incorporate the following information:
 - 10.3.1 The name and details of the Company, its Data Collection Officer, and any applicable third-party data processors;
 - 10.3.2 The purposes for which the Company collects, holds, and processes personal data;
 - 10.3.3 Details of the categories of personal data collected, held, and processed by the Company, and the categories of data subject to which that personal data relates;
 - 10.3.4 Details of any transfers of personal data to non-EEA countries including all mechanisms and security safeguards;
 - 10.3.5 Details of how long personal data will be retained by the Company; and
 - 10.3.6 Detailed descriptions of all technical and organisational measures taken by the Company to ensure the security of personal data.

11. Data Protection Impact Assessments

- 11.1 The Company shall carry out Data Protection Impact Assessments for any and all new projects and/or new uses of personal data [which involve the use of new technologies and the processing involved is likely to result in a high risk to the rights and freedoms of data subjects under the GDPR.

- 11.2 Data Protection Impact Assessments shall be overseen by the Data Collection Officer and shall address the following:
- 11.2.1 The type(s) of personal data that will be collected, held, and processed;
 - 11.2.2 The purpose(s) for which personal data is to be used;
 - 11.2.3 The Company's objectives;
 - 11.2.4 How personal data is to be used;
 - 11.2.5 The parties (internal and/or external) who are to be consulted;
 - 11.2.6 The necessity and proportionality of the data processing with respect to the purpose(s) for which it is being processed;
 - 11.2.7 Risks posed to data subjects;
 - 11.2.8 Risks posed both within and to the Company; and
 - 11.2.9 Proposed measures to minimise and handle identified risks.

12. Keeping Data Subjects Informed

- 12.1 The Company shall provide the information set out in Part 12.2 to every data subject:
- 12.1.1 Where personal data is collected directly from data subjects, those data subjects will be informed of its purpose at the time of collection; and
 - 12.1.2 Where personal data is obtained from a third party, the relevant data subjects will be informed of its purpose:
 - a) if the personal data is used to communicate with the data subject, when the first communication is made; or
 - b) if the personal data is to be transferred to another party, before that transfer is made; or
 - c) as soon as reasonably possible and in any event not more than one month after the personal data is obtained.
- 12.2 The following information shall be provided:
- 12.2.1 Details of the Company including, but not limited to, the identity of its Data Collection Officer;
 - 12.2.2 The purpose(s) for which the personal data is being collected and will be processed (as detailed in Part 21 of this Policy) and the legal basis justifying that collection and processing;
 - 12.2.3 Where applicable, the legitimate interests upon which the Company is justifying its collection and processing of the personal data;
 - 12.2.4 Where the personal data is not obtained directly from the data subject, the categories of personal data collected and processed;
 - 12.2.5 Where the personal data is to be transferred to one or more third parties, details of those parties;
 - 12.2.6 Where the personal data is to be transferred to a third party that is located outside of the European Economic Area (the "EEA"), details of that transfer, including but not limited to the safeguards in place (see Part 28 of this Policy for further details);
 - 12.2.7 Details of data retention;
 - 12.2.8 Details of the data subject's rights under the GDPR;
 - 12.2.9 Details of the data subject's right to withdraw their consent to the Company's processing of their personal data at any time;
 - 12.2.10 Details of the data subject's right to complain to the Information Commissioner's Office (the "supervisory authority" under the GDPR);

- 12.2.11 Where applicable, details of any legal or contractual requirement or obligation necessitating the collection and processing of the personal data and details of any consequences of failing to provide it; and
- 12.2.12 Details of any automated decision-making or profiling that will take place using the personal data, including information on how decisions will be made, the significance of those decisions, and any consequences.

13. Data Subject Access

- 13.1 Data subjects may make subject access requests (“SARs”) at any time to find out more about the personal data which the Company holds about them, what it is doing with that personal data, and why.
- 13.2 Employees wishing to make a SAR should do using a Subject Access Request Form, sending the form to the Company’s Data Collection Officer at sarah-jane.ashford@pitkin-ruddock.co.uk.
- 13.3 Responses to SARs shall normally be made within one month of receipt, however this may be extended by up to two months if the SAR is complex and/or numerous requests are made. If such additional time is required, the data subject shall be informed.
- 13.4 All SARs received shall be handled by the Company’s Data Collection Officer.
- 13.5 The Company does not charge a fee for the handling of normal SARs. The Company reserves the right to charge reasonable fees for additional copies of information that has already been supplied to a data subject, and for requests that are manifestly unfounded or excessive, particularly where such requests are repetitive.

14. Rectification of Personal Data

- 14.1 Data subjects have the right to require the Company to rectify any of their personal data that is inaccurate or incomplete.
- 14.2 The Company shall rectify the personal data in question, and inform the data subject of that rectification, within one month of the data subject informing the Company of the issue. The period can be extended by up to two months in the case of complex requests. If such additional time is required, the data subject shall be informed.
- 14.3 In the event that any affected personal data has been disclosed to third parties, those parties shall be informed of any rectification that must be made to that personal data.

15. Erasure of Personal Data

- 15.1 Data subjects have the right to request that the Company erases the personal data it holds about them in the following circumstances:
 - 15.1.1 It is no longer necessary for the Company to hold that personal data with respect to the purpose(s) for which it was originally collected or processed;
 - 15.1.2 The data subject wishes to withdraw their consent to the Company holding and processing their personal data;
 - 15.1.3 The data subject objects to the Company holding and processing their personal data (and there is no overriding legitimate interest to allow the Company to continue doing so) (see Part 18 of this Policy for further details concerning the right to object);
 - 15.1.4 The personal data has been processed unlawfully;
 - 15.1.5 The personal data needs to be erased in order for the Company to comply with a particular legal obligation.
- 15.2 Unless the Company has reasonable grounds to refuse to erase personal data, all requests for erasure shall be complied with, and the data subject informed of the erasure, within one month of receipt of the data subject’s request. The period can be extended by up to two

months in the case of complex requests. If such additional time is required, the data subject shall be informed.

- 15.3 In the event that any personal data that is to be erased in response to a data subject's request has been disclosed to third parties, those parties shall be informed of the erasure (unless it is impossible or would require disproportionate effort to do so).

16. Restriction of Personal Data Processing

- 16.1 Data subjects may request that the Company ceases processing the personal data it holds about them. If a data subject makes such a request, the Company shall retain only the amount of personal data concerning that data subject (if any) that is necessary to ensure that the personal data in question is not processed further.
- 16.2 In the event that any affected personal data has been disclosed to third parties, those parties shall be informed of the applicable restrictions on processing it (unless it is impossible or would require disproportionate effort to do so).

17. Objections to Personal Data Processing

- 17.1 Data subjects have the right to object to the Company processing their personal data based on legitimate interests.
- 17.2 Where a data subject objects to the Company processing their personal data based on its legitimate interests, the Company shall cease such processing immediately, unless it can be demonstrated that the Company's legitimate grounds for such processing override the data subject's interests, rights, and freedoms, or that the processing is necessary for the conduct of legal claims.

18. Personal Data Collected, Held, and Processed

The following personal data is collected, held, and processed by the Company:

Type of Data	Purpose of Data
a) Employees	b) For contractual and other legitimate business reasons
c) Business contacts' personal data	d) To support business contractual matters

19. Data Security - Transferring Personal Data and Communications

The Company shall ensure that the following measures are taken with respect to all communications and other transfers involving personal data:

- 19.1 All emails containing personal data must be encrypted;
- 19.2 All emails containing personal data must be marked "confidential";
- 19.3 Personal data may be transmitted over secure networks only; transmission over unsecured networks is not permitted in any circumstances;
- 19.4 Personal data may not be transmitted over a wireless network if there is a wired alternative that is reasonably practicable;
- 19.5 Personal data contained in the body of an email, whether sent or received, should be copied

from the body of that email and stored securely. The email itself should be deleted.

- 19.6 Where personal data is to be transferred in hardcopy form it should be passed directly to the recipient; and
- 19.7 All personal data to be transferred physically, whether in hardcopy form or on removable electronic media shall be transferred in a sealed envelope marked "confidential".

20. Data Security - Storage

The Company shall ensure that the following measures are taken with respect to the storage of personal data:

- 20.1 All electronic copies of personal data should be stored securely using passwords;
- 20.2 All hardcopies of personal data, along with any electronic copies stored on physical, removable media should be stored securely in a locked box, drawer, cabinet, or similar;
- 20.3 All personal data stored electronically should be backed up with backup's stored offsite.

21. Data Security - Disposal

When any personal data is to be erased or otherwise disposed of for any reason (including where copies have been made and are no longer needed), it should be securely deleted and disposed of.

22. Data Security - Use of Personal Data

The Company shall ensure that the following measures are taken with respect to the use of personal data:

- 22.1 No personal data may be shared informally and if an employee, agent, sub-contractor, or other party working on behalf of the Company requires access to any personal data that they do not already have access to, such access should be formally requested from Mark Lewis or Sarah-Jane Ashford;
- 22.2 No personal data may be transferred to any employees, agents, contractors, or other parties, whether such parties are working on behalf of the Company or not, without the authorisation of Mark Lewis or Sarah-Jane Ashford ;
- 22.3 Personal data must be handled with care at all times and should not be left unattended or on view to unauthorised employees, agents, sub-contractors, or other parties at any time;
- 22.4 If personal data is being viewed on a computer screen and the computer in question is to be left unattended for any period of time, the user must lock the computer and screen before leaving it; and
- 22.5 Where personal data held by the Company is used for marketing purposes, it shall be the responsibility of Sarah-Jane Ashford to ensure that the appropriate consent is obtained and that no data subjects have opted out, whether directly or via a third-party service such as the TPS.

23. Data Security - IT Security

The Company shall ensure that the following measures are taken with respect to IT and information security:

- 23.1 All passwords used to protect personal data should be changed regularly and should not use words or phrases that can be easily guessed or otherwise compromised. All passwords must contain a combination of uppercase and lowercase letters, numbers, and symbols.
- 23.2 Under no circumstances should any passwords be written down or shared between any employees, agents, contractors, or other parties working on behalf of the Company,

irrespective of seniority or department. If a password is forgotten, it must be reset using the applicable method. IT staff do not have access to passwords;

- 23.3 All software (including, but not limited to, applications and operating systems) shall be kept up-to-date. The Company's IT staff shall be responsible for installing any and all security-related updates; and
- 23.4 No software may be installed on any Company-owned computer or device without the prior approval of a company director.

24. Organisational Measures

The Company shall ensure that the following measures are taken with respect to the collection, holding, and processing of personal data:

- 24.1 All employees, agents, contractors, or other parties working on behalf of the Company shall be made fully aware of both their individual responsibilities and the Company's responsibilities under the GDPR and under this Policy, and shall be provided with a copy of this Policy;
- 24.2 Only employees, agents, sub-contractors, or other parties working on behalf of the Company that need access to, and use of, personal data in order to carry out their assigned duties correctly shall have access to personal data held by the Company;
- 24.3 All employees, agents, contractors, or other parties working on behalf of the Company handling personal data will be appropriately trained to do so;
- 24.4 All employees, agents, contractors, or other parties working on behalf of the Company handling personal data will be appropriately supervised;
- 24.5 All employees, agents, contractors, or other parties working on behalf of the Company handling personal data shall be required and encouraged to exercise care, caution, and discretion when discussing work-related matters that relate to personal data, whether in the workplace or otherwise;
- 24.6 Methods of collecting, holding, and processing personal data shall be regularly evaluated and reviewed;
- 24.7 All personal data held by the Company shall be reviewed periodically;
- 24.8 The performance of those employees, agents, contractors, or other parties working on behalf of the Company handling personal data shall be regularly evaluated and reviewed;
- 24.9 All employees, agents, contractors, or other parties working on behalf of the Company handling personal data will be bound to do so in accordance with the principles of the GDPR and this Policy by contract;
- 24.10 All agents, contractors, or other parties working on behalf of the Company handling personal data must ensure that any and all of their employees who are involved in the processing of personal data are held to the same conditions as those relevant employees of the Company arising out of this Policy and the GDPR; and
- 24.11 Where any agent, contractor or other party working on behalf of the Company handling personal data fails in their obligations under this Policy that party shall indemnify and hold harmless the Company against any costs, liability, damages, loss, claims or proceedings which may arise out of that failure.

25. Transferring Personal Data to a Country Outside the EEA

- 25.1 The Company may from time to time transfer ('transfer' includes making available remotely) personal data to countries outside of the EEA.
- 25.2 The transfer of personal data to a country outside of the EEA shall take place only if one or more of the following applies:

- 25.2.1 The transfer is to a country, territory, or one or more specific sectors in that country (or an international organisation), that the European Commission has determined ensures an adequate level of protection for personal data;
- 25.2.2 The transfer is to a country (or international organisation) which provides appropriate safeguards in the form of a legally binding agreement between public authorities or bodies; binding corporate rules; standard data protection clauses adopted by the European Commission; compliance with an approved code of conduct approved by a supervisory authority (e.g. the Information Commissioner's Office); certification under an approved certification mechanism (as provided for in the GDPR); contractual clauses agreed and authorised by the competent supervisory authority; or provisions inserted into administrative arrangements between public authorities or bodies authorised by the competent supervisory authority;
- 25.2.3 The transfer is made with the informed consent of the relevant data subject(s);
- 25.2.4 The transfer is necessary for the performance of a contract between the data subject and the Company (or for pre-contractual steps taken at the request of the data subject);
- 25.2.5 The transfer is necessary for important public interest reasons;
- 25.2.6 The transfer is necessary for the conduct of legal claims;
- 25.2.7 The transfer is necessary to protect the vital interests of the data subject or other individuals where the data subject is physically or legally unable to give their consent; or
- 25.2.8 The transfer is made from a register that, under UK or EU law, is intended to provide information to the public and which is open for access by the public in general or otherwise to those who are able to show a legitimate interest in accessing the register.

26. Data Breach Notification

- 26.1 All personal data breaches must be reported immediately to the Company's Data Collection Officer.
- 26.2 If a personal data breach occurs and that breach is likely to result in a risk to the rights and freedoms of data subjects (e.g. financial loss, breach of confidentiality, discrimination, reputational damage, or other significant social or economic damage), the Data Collection Officer must ensure that the Information Commissioner's Office is informed of the breach without delay, and in any event, within 72 hours after having become aware of it.
- 26.3 In the event that a personal data breach is likely to result in a high risk (that is, a higher risk than that described under Part 29.2) to the rights and freedoms of data subjects, the Data Collection Officer must ensure that all affected data subjects are informed of the breach directly and without undue delay.
- 26.4 Data breach notifications shall include the following information:
 - 26.4.1 The categories and approximate number of data subjects concerned;
 - 26.4.2 The categories and approximate number of personal data records concerned;
 - 26.4.3 The name and contact details of the Company's data collection officer (or other contact point where more information can be obtained);
 - 26.4.4 The likely consequences of the breach;
 - 26.4.5 Details of the measures taken, or proposed to be taken, by the Company to address the breach including, where appropriate, measures to mitigate its possible adverse effects.

27. Implementation of Policy

This Policy shall be deemed effective as of May 2018. No part of this Policy shall have retroactive effect and shall thus apply only to matters occurring on or after this date.

This Policy has been approved and authorised by:

Name: Sarah-Jane Ashford

Position: Finance Director

Date: 24/5/18

Due for Review by: 24/5/19

Signature: 

Appendix 2 - Privacy Policy

BACKGROUND:

The Pitkin and Ruddock Limited Group (including Three Counties Refrigeration Ltd) understands that your privacy is important to you and that you care about how your personal data is used. **We respect and value the privacy of all of our customers** and will only collect and use personal data in ways that are described here, and in a way that is consistent with our obligations and your rights under the law.

28. Information About us

Pitkin and Ruddock Limited group including Three Counties Refrigeration Ltd.

Registered address: Unit 1, Capital Estate, Whapload Road, Lowestoft, NR32 1TY.

VAT number: 880991185.

What Does This Notice Cover?

This Privacy Information explains how **we** use your personal data: how it is collected, how it is held, and how it is processed. It also explains your rights under the law relating to your personal data.

29. What is Personal Data?

Personal data is any information about you that enables you to be identified. Personal data covers obvious information such as your name and contact details, but it also covers less obvious information such as identification numbers, electronic location data, and other online identifiers.

The personal data that we use is set out in Part 4, below.

30. What Are My Rights?

Under the GDPR, you have the following rights:

- a) The right to be informed about our collection and use of your personal data. This Privacy Notice should tell you everything you need to know, but you can always contact **us** to find out more or to ask any questions using the details in Part 11.
- b) The right to access the personal data **we** hold about you. Part 10 will tell you how to do this.

- c) The right to have your personal data rectified if any of your personal data held by us is inaccurate or incomplete. Please contact us using the details in Part 11 to find out more.
- d) The right to be forgotten, i.e. the right to ask **us** to delete or otherwise dispose of any of your personal data that we have. Please contact us using the details in Part 11 to find out more.
- e) The right to restrict (i.e. prevent) the processing of your personal data.
- f) The right to object to us using your personal data for a particular purpose or purposes.
- g) The right to data portability. This means that you can ask **us** for a copy of your personal data held by us to re-use with another service or business in many cases.

Further information about your rights can also be obtained from the Information Commissioner's Office or your local Citizens Advice Bureau.

If you have any cause for complaint about our use of your personal data, you have the right to lodge a complaint with the Information Commissioner's Office.

31. **What Personal Data Do You Collect?**

We may collect some or all of the following personal data (this may vary according to your relationship with us):

- Name;
- Address;
- Email address;
- Telephone number;
- Business name;
- Job title.

How Do You Use My Personal Data?

Under the GDPR, we must always have a lawful basis for using personal data. This may be because the data is necessary for **our** performance of a contract with you, because you have consented to **our** use of your personal data, or because it is in **our** legitimate business interests to use it. Your personal data will be used for one the following purposes:

- Providing and managing your account.
- Supplying our products and services to you. Your personal details are required in order for us to enter into a contract with you.
- Personalising and tailoring our products or services for you.
- Communicating with you. This may include responding to emails or calls from you.
- Supplying you with information by email **or** post that you have opted-in to

How Long Will You Keep My Personal Data?

We will not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. Your personal data will therefore be kept for the following periods (or, where there is no fixed period, the following factors will be used to determine how long it is kept):

- statutory minimum periods as required by law.

32. How and Where Do You Store or Transfer My Personal Data?

We will only store your personal data in the UK. This means that it will be fully protected under the GDPR.

Do You Share My Personal Data?

We will not share any of your personal data with any third parties for any purposes, subject to one important exception, which is complying with any legal obligation.

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we are involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

33. How Can I Access My Personal Data?

If you want to know what personal data **we** have about you, you can ask **us** for details of that personal data and for a copy of it and we will reply within one month of receiving it.

There is not normally any charge for a subject access request.

34. How Do I Contact You?

To contact us about anything to do with your personal data and data protection, including to make a subject access request, please use the following details (for the attention of Sarah-Jane Ashford):

Email address: sarah-jane.ashford@pitkin-ruddock.co.uk.

Telephone number: 01502 563629.

Postal Address: Unit 1, Capital Estate, Whapload Road, Lowestoft, NR32 1TY.

35. Changes to this Privacy Notice

We may change this Privacy Notice from time to time. This may be necessary, for example, if the law changes, or if **we** change our business in a way that affects personal data protection.

Any changes will be made available on our Company Website.

Appendix 3 - Recruitment Policy

36. Introduction

36.1 Effective and consistent recruitment practices are essential to ensure that all applicants are treated fairly and with equality of opportunity so that costly recruitment mistakes are avoided.

36.2 The recruitment process must result in the selection of the most suitable person for the job in respect of skills, experience and qualifications. To this end, the Company will recruit candidates who are most suited to the position in question and comply with its Equal Opportunities & Diversity Policy at all times. The nationality of the most suitable candidate will have no bearing on whether or not he/she is selected for the post, subject to the requirement to meet the resident labour market test where applicable and eligibility for sponsorship where necessary.

36.3 This Policy defines the principles that the Company considers important in the

recruitment process and aims to ensure that consistency and good practice is applied across the Company.

37. Equal Opportunities & Diversity in Recruitment

- 37.1 It is against the Company's Equal Opportunities & Diversity Policy to discriminate either directly or indirectly on the grounds of race, nationality, ethnic origin, gender, marital status, pregnancy, age, disability, sexual orientation, gender reassignment, ethnicity, cultural or religious beliefs. Reasonable adjustments to the recruitment process will be made to ensure that no applicant is disadvantaged because of his/her disability.
- 37.2 All employees are required to comply with the requirements of the Equal Opportunities & Diversity Policy at every stage of the recruitment process including production of job descriptions, advertising material, instructions given to recruitment agencies, shortlisting of applications, interviewing, selection decisions and offers of employment.
- 37.3 All policies and procedures reflect our commitment to achieving and maintaining equal opportunities within the workplace. It is the responsibility of every employee to monitor continually and evaluate formal and informal practices and procedures to ensure that they do not directly or indirectly discriminate against any individual or group of society.
- 37.4 The Company will treat all job applicants in the same way at each stage of the recruitment process, and no assumptions will be made on the basis of, for example, appearance or a foreign name. There will be no assumption that a foreign national or someone from an ethnic minority has no right to work in the UK.
- 37.5 Any employee who is found to be discriminating in any way during the recruitment process will be subject to the disciplinary procedure and may be liable to dismissal.

38. Monitoring Equal Opportunities & Diversity in Recruitment

- 38.1 Any data which is collected regarding gender and ethnic origins will be collected solely for the purpose of monitoring equal opportunity and will be held confidentially by the Company and protected from misuse.

39. Job Descriptions and Person Specifications

- 39.1 Once a job vacancy has been identified, the director recruiting must produce a job description for the vacancy which provides a fair and accurate representation of the role and follows the format which is laid out in the Job Description Form. The job description will include a clearly drafted person specification.
- 39.2 The job description will describe the duties, responsibilities and seniority of the post and the person specification will describe the qualifications, knowledge, experience, skills and competencies needed for the role to be carried out effectively.
- 39.3 The Job Description Form should be given to all candidates prior to interview to enable them to prepare adequately for the interview which will improve the success of the interviewing process.
- 39.4 Particular care must be taken when producing job descriptions to ensure that unreasonable requirements are not placed on the job holder which cannot be objectively justified and may unfairly disadvantage certain groups e.g. women, ethnic minorities, elderly or disabled persons.

40. Advertising of Vacancies

- 40.1 All vacancies must be advertised within the Company to all members of staff prior

to external methods of recruitment being used. Wherever possible internal candidates will be considered in preference to external candidates and reasonable training and coaching will be provided to enable employees to achieve career advancement. Where it has not been possible to recruit within the Company, then external methods of recruitment may be considered. These may include approaching approved employment agencies or advertising on job boards.

- 40.2 Where the job is to be advertised, the proposed advertisement must not show any intention to discriminate unlawfully and should follow the Equal Opportunities Commission recommended code.

41. Shortlisting

41.1 In order to shortlist candidates for interviews, the Company will:

41.1.1 Identify specific job-related criteria using the job description;

41.1.2 Match these criteria with those detailed in the candidate's CV; and

41.1.3 Use this information to select which candidates will be invited for interview.

41.2 Candidates who apply for positions with the Company, whether through a direct advertisement or a recruitment agency, will always be informed of the outcome of their application as quickly as possible. Where candidates have applied to the Company directly, they will be informed of the outcome in writing.

42. Recruitment Interviews

42.1 The interview will focus on the needs of the job and skills needed to perform it effectively.

42.2 Directors/managers conducting recruitment interviews will ensure that the questions that they ask job applicants are not in any way discriminatory or unnecessarily intrusive.

43. Offer of Employment

43.1 Once the most appropriate candidate has been selected, the terms and conditions of the offer of employment must be confirmed to the applicant.

43.2 In setting a starting salary, the Company must bear in mind the salary of existing employees in a similar role in order to ensure that inconsistencies are not created within the Company which could be challenged under the Equality Act 2010.

43.3 An offer should be made verbally to the candidate and, once agreed, a contract of employment must be raised and sent out with the offer letter.

43.4 At this point in time the Company will consider how much of the personal data that the candidate has provided during the interview process is needed in order to prepare an offer letter of employment and, subsequently what personal data is required for contractual purpose, reference, payroll and pension purposes and to meet the requirements of sections 10,11, 13,14 and 15 below. Once this exercise has been undertaken any superfluous personal data will be deleted from any Company records.

44. References

44.1 Employment offers may require receipt of professional references which are satisfactory to the Company. The referees should usually be the applicant's current

and previous employers although, in the case of a college or school leaver, a college tutor or teacher will be acceptable.

- 44.2 Details of referees will usually be sought from an applicant once an offer of employment is made and referees will not be approached without the applicant's permission.
- 44.3 However for some positions the Company may require the applicant to provide details of referees prior to an offer of employment being made. With the applicant's consent, the referees will be approached and the responses received will form part of the selection decision.
- 44.4 References will usually be sought in writing. Details may be checked or clarified by telephone where necessary. If a response to a written request for a reference has not been received, then the Company will telephone the referee been contacted and may seek an oral reference instead.
- 44.5 If references which are satisfactory to the Company are not received within a reasonable timescale then it may be necessary to withdraw the offer of employment.

45. The Bribery Act

- 45.1 When recruiting for posts that may be vulnerable to bribery risks (such as roles in Purchasing, Marketing or Distribution), and subject to the requirements of the Rehabilitation of Offenders Act 1974, the Company may need to carry out additional checks during the recruitment process.
- 45.2 These checks may include carrying out criminal record, bankruptcy and credit reference checks and/or taking up additional references.

46. Qualification Certificates

- 46.1 Applicants may be required to provide evidence of qualifications either in the form of original certificates, which will be copied and then returned or photocopies. Confirmation will be sought from the relevant Examination Board if certificates cannot be produced.
- 46.2 The employment offer will be conditional upon valid evidence of qualification and the offer may be withdrawn if this is not supplied within a reasonable timescale.
- 46.3 If an applicant falsifies certificates or evidence of qualifications and this subsequently comes to the attention of the Company at any stage during employment then the individual will be subject to disciplinary action and may be liable to dismissal.

47. Work Permits and Illegal Working

- 47.1 It is against the law to employ a person who does not have permission to live and work in the UK. The Company could be prosecuted and fined under the Immigration and Asylum Act 1999 for employing somebody who does not have permission to work in the UK. The Company will not employ an individual unless he or she has a legal right to work in the UK.
- 47.2 All offers of employment will be subject to the successful candidate providing the required original documents showing evidence of his or her right to work in the UK (on an ongoing or restricted basis). The necessary documents will be checked during the recruitment process. All successful candidates will be required to provide evidence of one original piece of documentation from the list below once an offer of employment is made:

- 47.2.1 A document giving the person's National Insurance number and name. This could be a P45, a National Insurance card or a letter from a government agency;
- 47.2.2 A document showing that the person can stay indefinitely in the UK or that they have no restriction preventing them from taking employment. This may be an endorsement in a passport or Home Office Letter;
- 47.2.3 A work permit or other approval to take employment from the Department for Education and Employment;
- 47.2.4 A document showing that they are a UK Citizen or have right of abode in the UK. This may be an endorsement in a passport, a birth certificate, a registration or naturalisation document or a letter from the Home Office;
- 47.2.5 A document showing that they are a national of a European Economic Area country. This may be a passport or national identity card: or
- 47.2.6 A document confirming registration with the Worker Registration Scheme.
- 47.3 In order to avoid discrimination, it is essential that the same criteria are applied to every person who is offered employment with the Company, regardless of their race, nationality or ethnic or national origins.
- 47.4 If an applicant is not able to produce one of the listed documents then they will be advised to contact the Citizens Advice Bureau for further advice and their employment will be put on hold until evidence can be produced and the offer may be withdrawn.
- 47.5 In the event that an individual has time-limited permission to live and work in the UK he or she must provide evidence of his or her renewed right to live and work in the UK at the expiry of the current permission.
- 47.6 If it becomes evident to the Company during the course of an employee's employment that he or she does not have the right to work in the UK, the Company will, following an investigation into the circumstances and having established that the employee does not have the right to work in the UK, terminate the employee's contract of employment.
- 47.7 If a line manager becomes concerned that an employee in his or her team or department is working in the UK illegally, he or she should report the matter to the Finance Director, giving reasons for the concern, and the Finance Director will investigate the matter further.

48. Personnel Records & Starter Procedures

- 48.1 Personnel records are held by the Finance Director. A file containing paper records is held for each employee and will include:
 - Contract of Employment;
 - Personal information – New Starter Form;
 - Next of kin;
 - Ethnic origin;
 - Home address;
 - Copy of Birth certificate (or similar proof of right to work);
 - Copy of marriage certificate if appropriate;
 - Copy of all qualifications;

Changes to terms and conditions;
Absence records;
Current Disciplinary details;
Records of any Training undertaken; and
Records of Objectives and Performance Appraisals.

48.2 These records are held in a secure environment, only accessible to directors of the company. Electronic records may also be held by the Finance Department. This enables information gathering and quick access to employee records. Our accountant also has limited access to enable them to run payroll and pay expenses. Employees will be asked annually to confirm the information we hold on them is correct.

49. Retention of personal information

49.1 Personal information of all candidates for any authorized vacancy will be held confidentially. The information acquired from successful candidates will form the basis of their personnel records however any information acquired that it is not required for ongoing records or processing purposes at this stage will be deleted. Thereafter the remaining personal information will be retained by the Company for the period of the individual's employment and for a subsequent period of six years. However the retained information will be reduced to the bare minimum required for legal, insurance and claims purposes after one year. Please see the Privacy Policy for more information on retention of personal information.

49.2 Personal information of all unsuccessful applicants will be retained for a period of six months after the conclusion of the recruitment exercise and then deleted. However unsuccessful applicants may require that their personal information so obtained should be deleted at a point in time of their choosing after they have been informed that they have been unsuccessful in their application.

50. Complaints Procedure

50.1 Any applicants who consider that they have been unfairly treated or discriminated against during the recruitment process should write to the Finance Director stating the grounds of the complaint. Any employee who wishes to complain about his/her experience of the recruitment process should do so by means of the Grievance Procedure.

Appendix 4 - working time hours opt out Agreement letter

I [employee's name] agree that I may work for more than an average of 48 hours a week. If I change my mind, I will give my employer 1 months' notice in writing to end this agreement.

Signed.....

Dated.....

Cancelling an opt-out agreement

You can cancel your opt-out agreement whenever you want - even if it's part of your employment contract.

The Company can't force you to cancel your opt-out agreement.

If you do subsequently wish to cancel your opt out agreement your hours of work will become those set out in your original contract of employment or those decided at the time you cancel the opt out agreement as agreed by mutual consent.

HR1 Self Certification/Return from Absence Form

This form is to be completed by all employees on their return to work following a period of sickness absence, or other unplanned period of absence.

Full Name

Position

Department

REASON FOR ABSENCE

Please give details of your reason for absence (e.g. cold, flu etc)

Was your absence due to an injury at work?

Yes

No

Was your absence related to work in any way?

Yes

No

Did you visit a doctor regarding your absence?

Yes

No

If yes, were you issued with a medical certificate?

Yes

No

If yes, have you attached a copy?

Yes

No

Comments:

Note: If you are absent due to sickness for a period of more than 7 days, you must provide a medical certificate from your doctor

DATES AND DURATION OF ABSENCE

Please confirm the period of your absence:

Full Days

Start

Day (e.g. Monday)

Date (e.g. 24 May)

End

Day (e.g. Friday)

Date (e.g. 29 May)

You Returned to work on

Day (e.g. Monday)

Date (e.g. 1 June)

Total Days Absent

*Record purposes
(Firm use)*

Part Day(s)

Date of Absence

Day (e.g. Monday)

Date (e.g. 24 May)

Time of absence

Time From

Return Time

Total Time of Absence

*Record purposes
(Firm use)*

Signed by Employee

Signature

Name

Date

Signed by Data Controller

Signed

Print Name

Comments

Record Purposes – Firm use only

Records

Absence Records Updated

Payments/SSP Updated