



tempus
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Policies & Procedures

Tempus Novo

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POLICY 1

Sickness Absence Policy

This policy sets out our procedures for reporting sickness absence and for the management of sickness absence in a fair and consistent way. The following procedures are non-contractual in their effect and do not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

Sickness absence can vary from short intermittent periods of ill-health to a continuous period of long-term absence and have a number of different causes (for example, injuries, recurring conditions, or a serious illness requiring lengthy treatment).

We wish to ensure that the reasons for sickness absence are understood in each case and investigated where necessary. In addition, where needed and reasonably practicable, measures will be taken to assist those who have been absent by reason of sickness to return to work.

We may vary the procedures set out in this policy, including any time limits, as appropriate in any case.

1. Disabilities

We are aware that sickness absence may result from a disability. At each stage of the sickness absence meetings procedure, particular consideration will be given to whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide support at work and/or assist a return to work. If you consider that you are affected by a disability or any medical condition which affects your ability to undertake your work, you should inform a member of the Executive Team.

2. Sickness Absence Reporting Procedure

You should refer to your contract for details of our sickness absence reporting procedure.

If you do not have a sickness absence reporting procedure in your contract, you should follow the procedure set out in the Staff Handbook.

You should expect to be contacted during your absence by the Charity to enquire after your health and be advised, if possible, as to your expected return date.

If you are ill or injured during a period of pre-arranged annual leave you may elect to treat the days of incapacity as sickness absence instead of annual leave. You must inform the Senior Operations Manager of your incapacity and its likely duration as soon as possible even if you are abroad. The usual requirements for self-certification and medical certificates in this policy will apply.

3. Evidence of Incapacity

For sickness absence of up to seven calendar days you must complete a self-certification form.

For absence of more than a week you must obtain a certificate from your doctor (a "Statement of Fitness for Work") stating that you are not fit for work and the reason(s) why. This should be forwarded to the Senior Operations Manager as soon as possible. If your absence continues, further medical certificates must be provided to cover the whole period of absence.

If your doctor provides a certificate stating that you "may be fit for work" you should inform the Senior Operations Manager immediately. We will discuss with you any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice. This may take place at a return to work interview. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date to review the situation.

For the purposes of any period of self-certification you shall still qualify to receive SSP (subject to fulfilling all other eligibility conditions and the statutory waiting days) if you have notified the Charity of your absence, at any time, within the first seven calendar days of your sickness absence.

Where we are concerned about the reason for absence, or the level of frequent short-term absence, we may require a medical certificate for each absence regardless of duration. In such circumstances, we will cover any costs incurred in obtaining such medical certificates, for absences of a week or less, on production of a doctor's invoice.

4. Unauthorised Absence

Cases of unauthorised absence will be dealt with under our Disciplinary Procedure.

Absence that has not been notified according to the sickness absence reporting procedure will be treated as unauthorised absence.

If you do not report for work and have not telephoned the Senior Operations Manager to explain the reason for your absence, we may try to contact you, by telephone and in writing if necessary. This should not be treated as a substitute for reporting sickness absence.

5. Sick Pay

You should refer to your contract for details of the sick pay to which you are entitled.

If a period of sickness absence is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party, in respect of which damages are or may be recoverable, you must immediately notify the Senior Operations Manager of that fact and of any claim, compromise, settlement or judgment made or awarded in connection with it and all relevant particulars that we may reasonably require. If we require you to do so, you must cooperate in any related legal proceedings and refund to us that part of any damages or compensation you recover that relates to lost earnings for the period of sickness absence as we may reasonably determine, less any costs you incurred in connection with the recovery of such damages or compensation, provided that the amount to be refunded to us shall not exceed the total amount we paid to you in respect of the period of sickness absence.

6. Keeping in Contact During Sickness Absence

If you are absent on sick leave you should expect to be contacted by us from time to time in order to discuss your wellbeing, expected length of continued absence from work and any of your work that requires attention. Such contact is intended to provide reassurance and will be kept to a reasonable minimum.

If you have any concerns while absent on sick leave, whether about the reason for your absence or your ability to return to work, you should feel free to contact us at any time.

7. Medical Examinations

We may, at any time in operating this policy, ask you to consent to a medical examination by a doctor or Occupational Health professional nominated by us at our expense.

8. Return-to-work Interviews

If you have been absent on sick leave we may arrange for you to have a return-to-work interview. A return-to-work interview enables us to confirm the details of your absence. It also gives you the opportunity to raise any concerns or questions you may have, and to bring any relevant matters to our attention.

Where your doctor has provided a certificate stating that you "may be fit for work" we will usually hold a return-to-work interview to discuss any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice.

We are committed to helping employees return to work from long-term sickness absence. As part of our sickness absence meetings procedure we will, where appropriate and possible, support returns to work by:

- a) Obtaining medical advice;
- b) Making reasonable adjustments to the workplace, working practices and working hours;
- c) Considering redeployment; and/or
- d) Agreeing a return to work programme.

If you are unable to return to work in the longer term, we will consider whether you are entitled to any benefits under your contract and/or any insurance schemes we operate.

Sickness Absence Meetings Procedure

We may apply this procedure whenever we consider it necessary, including, for example, if you:

- a) Have been absent due to illness on a number of occasions;
- b) Have discussed matters at a return to work interview that require investigation; and/or
- c) Have been absent for more than 14 days.

Unless it is impractical to do so, we will give you at least two-day's written notice of the date, time and place of a sickness absence meeting. We will put any concerns about your

sickness absence and the basis for those concerns in writing or otherwise advise why the meeting is being called. A reasonable opportunity for you to consider this information before a meeting will be provided.

You must take all reasonable steps to attend a meeting. Failure to do so without good reason may be treated as misconduct. If you or your companion is unable to attend at the time specified you should immediately inform and we will seek to agree an alternative time.

A meeting may be adjourned if we are awaiting receipt of information, need to gather any further information or give consideration to matters discussed at a previous meeting. You will be given a reasonable opportunity to consider any new information obtained before the meeting is reconvened.

Confirmation of any decision made at a meeting, the reasons for it, and of the right of appeal will be given to you in writing as soon as is practicable following a sickness absence meeting.

If, at any time, we consider that you have taken or are taking sickness absence when you are not unwell, they may refer matters to be dealt with under our Disciplinary Procedure.

9. Right to be Accompanied at Meetings

You may bring a companion to any meeting or appeal meeting under this procedure.

Your companion may be either a trade union representative or a fellow employee. Their identity must be confirmed to us in good time before the meeting takes place.

Employees are allowed reasonable time off from duties without loss of pay to act as a companion. However, they are not obliged to act as a companion and may decline a request if they so wish.

We may at our discretion, permit a companion who is not an employee or union representative (for example, a family member) where this will help overcome particular difficulties caused by a disability, or difficulty understanding English.

A companion may make representations, ask questions, and sum up your position, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during a meeting.

Stage 1: First Sickness Absence Meeting

The purposes of a first sickness absence meeting may include:

- a) Discussing the reasons for absence.
- b) Where you are on long-term sickness absence, determining how long the absence is likely to last.
- c) Where you have been absent on a number of occasions, determining the likelihood of further absences.
- d) Considering whether medical advice is required.

- e) Considering what, if any, measures might improve your health and/or attendance.
- f) Agreeing a way forward, action that will be taken and a time-scale for review and/or a further meeting under the sickness absence procedure.

Stage 2: Further Sickness Absence Meeting(s)

Depending on the matters discussed at the first stage of the sickness absence procedure, a further meeting or meetings may be necessary. Arrangements for meetings under the second stage of the sickness absence procedure will follow the procedure set out in this policy on the arrangements for and right to be accompanied at sickness absence meetings.

The purposes of further meeting(s) may include considering your ability to return to/remain in your job in view both of your capabilities and our business needs and any adjustments that can reasonably be made to your job to enable you to do so or possible redeployment.

Stage 3: Final Sickness Absence Meeting

Where you have been warned that you are at risk of dismissal, we may invite you to a meeting under the third stage of the sickness absence procedure. Arrangements for this meeting will follow the procedure set out in this policy. You have the right to be accompanied at sickness absence meetings.

Termination will normally be with full notice or payment in lieu of notice.

10. Appeals

You may appeal against the outcome of any stage of this procedure and you may bring a companion to an appeal meeting.

An appeal should be made in writing, stating the full grounds of appeal, to the person notified to you or in lieu of same the Senior Operations Manager within 5 days of the date on which the decision was sent to you.

Unless it is not practicable, you will be given written notice of an appeal meeting within one week of the meeting. In cases of dismissal the appeal will be held as soon as possible. Any new matters raised in an appeal may delay an appeal meeting if further investigation is required.

You will be provided with written details of any new information which comes to light before an appeal meeting. You will also be given a reasonable opportunity to consider this information before the meeting.

Where practicable, an appeal meeting will be conducted by a member of the Executive Team who has not been previously involved in the case.

Depending on the grounds of appeal, an appeal meeting may be a complete rehearing of the matter or a review of the original decision.

Following an appeal the original decision may be confirmed, revoked or replaced with a different decision. The final decision will be confirmed in writing, if possible within 3 days of the appeal meeting. There will be no further right of appeal.

The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.

POLICY 2

Capability Procedure

The primary aim of this procedure is to provide a framework within which managers can work with employees to maintain satisfactory performance standards and to encourage improvement where necessary. The following procedures are non-contractual in their effect and do not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

It is our policy to ensure that concerns over performance are dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond at a hearing before any formal action is taken.

What is Covered by the Policy?

This policy is used to deal with poor performance. It does not apply to cases involving genuine sickness absence, proposed redundancies or misconduct. In those cases reference should be made to the appropriate policy or procedure in the Staff Handbook.

1. Identifying Performance Issues

In the first instance, performance issues should normally be dealt with informally between you and the Senior Operations Manager as part of day-to-day management. Where appropriate, a note of any such informal discussions may be placed on your personnel file but will be ignored for the purposes of any future capability hearings. The formal procedure should be used for more serious cases, or in any case where an earlier informal discussion has not resulted in a satisfactory improvement. Informal discussions may help:

- a) clarify the required standards;
- b) identify areas of concern;
- c) establish the likely causes of poor performance and identify any training needs; and/or
- d) set targets for improvement and a time-scale for review.

Employees will not normally be dismissed for performance reasons without previous warnings. However, in serious cases of gross negligence, or in any case involving an employee who has not yet completed their probationary period, dismissal without previous warnings may be appropriate.

If we have concerns about your performance, we will undertake an assessment to decide if there are grounds for taking formal action under this procedure. The procedure involved will depend on the circumstances but may involve reviewing your personnel file including any appraisal records, gathering any relevant documents, monitoring your work and, if appropriate, interviewing you and/or other individuals confidentially regarding your work.

2. Disabilities

Consideration will be given to whether poor performance may be related to a disability and, if so, whether there are reasonable adjustments that could be made to your working arrangements, including changing your duties or providing additional equipment or

training. We may also consider making adjustments to this procedure in appropriate cases.

If you wish to discuss this or inform us of any medical condition you consider relevant, you should contact a member of the Executive Team.

3. Confidentiality

Our aim is to deal with performance matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with a matter which is subject to this capability procedure.

You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.

You will normally be told the names of any witnesses whose evidence is relevant to your capability hearing, unless we believe that a witness's identity should remain confidential.

4. Notification of a Capability Hearing

If we consider that there are grounds for taking formal action over alleged poor performance, you will be required to attend a capability hearing. We will notify you in writing of our concerns over your performance, the reasons for those concerns, and the likely outcome if we decide after the hearing that your performance has been unsatisfactory. We will also include the following where appropriate:

- a) A summary of relevant information gathered as part of any investigation.
- b) A copy of any relevant documents which will be used at the capability hearing.
- c) A copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.

We will give you written notice of the date, time and place of the capability hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time, usually at least 48 hours' notice, to prepare your case based on the information we have given you.

5. Right to be Accompanied at Hearings

You may bring a companion to any capability hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell the Senior Operations Manager conducting the hearing who your chosen companion is, in good time before the hearing.

A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.

If your companion is unavailable at the time a meeting is scheduled and will not be available for more than five working days afterwards, we may ask you to choose someone else.

We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) where this will help overcome a particular difficulty caused by a disability, or where you have difficulty understanding English.

6. Procedure at Capability Hearings

If you or your companion cannot attend the hearing you should inform us immediately and we will usually arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so (for example, for health reasons), we may have to take a decision based on the available evidence.

The hearing will normally be held by the Senior Operations Manager with someone taking notes. You may bring a companion with you to the hearing. Your companion may make representations, ask questions, and sum up your case, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during the hearing.

You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness. However, you will not normally be permitted to cross-examine witnesses unless, in exceptional circumstances, we decide that a fair hearing could not be held otherwise.

The aims of a capability hearing will usually include:

- a) Setting out the required standards that we believe you may have failed to meet, and going through any relevant evidence that we have gathered.
- b) Allowing you to ask questions, present evidence, call witnesses, respond to evidence and make representations.
- c) Establishing the likely causes of poor performance including any reasons why any measures taken so far have not led to the required improvement.
- d) Identifying whether there are further measures, such as additional training or supervision, which may improve performance.
- e) Where appropriate, discussing targets for improvement and a time-scale for review.
- f) If dismissal is a possibility, establishing whether there is any likelihood of a significant improvement being made within a reasonable time and whether there is any practical alternative to dismissal, such as redeployment.

A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

We will inform you in writing of our decision and our reasons for it within a reasonable amount of time of the capability hearing. Where possible we will also explain this information to you in person.

Stage 1 hearing: Written Warning and/or Improvement Note

Following a Stage 1 capability hearing, if we decide that your performance is unsatisfactory, we will give you a first written warning or an improvement note or both, setting out:

- a) The areas in which you have not met the required performance standards.
- b) Targets for improvement.
- c) Any measures, such as additional training or supervision, which will be taken with a view to improving performance.
- d) A period for review.
- e) The consequences of failing to improve within the review period, or of further unsatisfactory performance.

The warning or improvement note will normally remain active for six months (from the end of the review period in the case of an improvement note), after which time it will be disregarded for the purposes of the capability procedure.

After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future capability proceedings.

Your performance will be monitored during the review period and we will write to inform you of the outcome:

- a) if the Senior Operations Manager is satisfied with your performance, no further action will be taken;
- b) if the Senior Operations Manager is not satisfied, the matter may be progressed to a Stage 2 capability hearing; or
- c) if the Senior Operations Manager feels that there has been a substantial but insufficient improvement, the review period may be extended.

Stage 2 hearing: Final Written Warning

If your performance does not improve within the review period set out in a first written warning or an improvement note, or if there is further evidence of poor performance while your first written warning or improvement note is still active, we may decide to hold a Stage 2 capability hearing. We will send you written notification.

Following a Stage 2 capability hearing, if we decide that your performance is unsatisfactory, we will give you a final written warning, setting out:

- a) the areas in which you have not met the required performance standards;
- b) targets for improvement;
- c) any measures, such as additional training or supervision, which will be taken with a view to improving performance;
- d) a period for review; and

- e) the consequences of failing to improve within the review period, or of further unsatisfactory performance.

A final written warning will normally remain active for 12 months. After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future capability proceedings.

Your performance will be monitored during the review period and we will write to inform you of the outcome:

- a) if the Senior Operations Manager is satisfied with your performance, no further action will be taken;
- b) if the Senior Operations Manager is not satisfied, the matter may be progressed to a Stage 3 capability hearing; or
- c) if the Senior Operations Manager feels that there has been a substantial but insufficient improvement, the review period may be extended.

Stage 3 hearing: Dismissal or Redeployment

We may decide to hold a Stage 3 capability hearing if we have reason to believe:

- a) your performance has not improved sufficiently within the review period set out in a final written warning;
- b) your performance is unsatisfactory while a final written warning is still active; or
- c) your performance has been grossly negligent such as to warrant dismissal without the need for a final written warning.

We will send you written notification of the hearing.

Following the hearing, if we find that your performance is unsatisfactory, we may consider a range of options including:

- a) Dismissal.
- b) Redeploying you into another suitable job at the same or a lower grade.
- c) Extending an active final written warning and setting a further review period (in exceptional cases where we believe a substantial improvement is likely within the review period).
- d) Giving a final written warning (where no final written warning is currently active).

Dismissal will normally be with full notice or payment in lieu of notice, unless your performance has been so negligent as to amount to gross misconduct, in which case we may dismiss you without notice or any pay in lieu.

7. Appeals Against Action for Poor Performance

If you feel that a decision about poor performance under this procedure is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to the person notified to

you or the Senior Operations Manager within one week of the date on which you were informed in writing of the decision.

If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful you will be reinstated with no loss of continuity or pay.

If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing.

We will give you written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after you receive the written notice.

The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at our discretion depending on the circumstances of your case. In any event the appeal will be dealt with as impartially as possible.

Where possible, the appeal hearing will be conducted by a member of the Executive Team who has not been previously involved in the case. You may bring a companion with you to the appeal hearing.

A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

Following the appeal hearing we may (a) confirm the original decision; (b) revoke the original decision; or (c) substitute a different penalty.

We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. Where possible we will also explain this to you in person. There will be no further right of appeal.

POLICY 3

Maternity Policy

This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for ante-natal care, pregnancy-related sickness, health and safety, and maternity leave. It does not apply to agency workers or the self-employed. This policy is non-contractual in its effect and does not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

Definitions

The definitions in this paragraph apply in this policy.

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

Qualifying Week: the fifteenth week before the Expected Week of Childbirth.

1. Notification

You must inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations.

Before the end of the Qualifying Week, or as soon as reasonably practical afterwards, you must tell us:

- a) that you are pregnant;
- b) the Expected Week of Childbirth; and
- c) the date on which you would like to start your maternity leave (**Intended Start Date**).

You must provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth.

2. Time Off for Ante-Natal Care

If you are pregnant you may take reasonable paid time off during working hours for ante-natal care. You should try to give us as much notice as possible of the appointment.

We may ask you to provide the following, unless it is the first appointment:

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

3. Sickness

Periods of pregnancy-related sickness absence shall be paid in accordance with your contract of employment in the same manner as any other sickness absence.

Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions.

If you are absent for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will usually start automatically.

4. Health and Safety

We have a general duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have given birth within the last six months or are still breastfeeding.

We will provide you with information as to any risks identified in the risk assessment, and any preventive and protective measures that have been or will be taken. If we consider that, as a new or expectant mother, you would be exposed to health hazards in carrying out your normal work we will take such steps as are necessary (for as long as they are necessary) to avoid those risks. This may involve:

- a) changing your working conditions or hours of work;
- b) offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
- c) suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

5. Entitlement to Maternity Leave

All employees are entitled to up to 52 weeks' maternity leave which is divided into:

- a) Ordinary maternity leave of 26 weeks (**OML**).
- b) Additional maternity leave of a further 26 weeks immediately following OML (**AML**).

6. Starting Maternity Leave

The earliest date you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).

You must notify us of your Intended Start Date. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to maternity leave (**Expected Return Date**).

You can postpone your Intended Start Date by informing us in writing at least 28 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable.

You can bring forward the Intended Start Date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.

Maternity leave shall start on the earlier of:

- a) your Intended Start Date (if notified to us in accordance with this policy); or
- b) the day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth; or
- c) the day after you give birth.

If you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth, you must let us know as soon as possible in writing. Maternity leave will be triggered unless we agree to delay it.

If you give birth before your maternity leave was due to start, you must let us know the date of the birth in writing as soon as possible.

The law prohibits you from working during the two weeks following childbirth.

Shortly before your maternity leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.

7. Statutory Maternity Pay

Statutory maternity pay (**SMP**) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch). You are entitled to SMP if:

- a) you have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;
- b) your average weekly earnings during the eight weeks ending with the Qualifying Week (the **Relevant Period**) are not less than the lower earnings limit set by the Government;
- c) you provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;
- d) you give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and
- e) you are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.

SMP is calculated as follows:

- a) First six weeks: SMP is paid at the **Earnings-Related Rate** of 90% of your average weekly earnings calculated over the Relevant Period;
- b) Remaining 33 weeks: SMP is paid at the **Prescribed Rate** which is set by the Government for the relevant tax year, or the Earnings-Related Rate if this is lower.

SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments shall be made on the next normal

payroll date and income tax, National Insurance and pension contributions shall be deducted as appropriate.

You shall still be eligible for SMP if you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant). In such cases, if your maternity leave has not already begun, SMP shall start to accrue in whichever is the later of:

- a) the week following the week in which employment ends; or
- b) the eleventh week before the Expected Week of Childbirth.

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

8. Terms and Conditions During OML and AML

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

- a) benefits in kind (such as use of a Charity vehicle if applicable) shall continue;
- b) annual leave entitlement under your contract shall continue to accrue; and
- c) pension benefits shall continue.

9. Annual Leave

During OML and AML, annual leave will accrue at the rate provided under your contract.

In many cases a period of maternity leave will last beyond the end of our holiday year. Any holiday entitlement for the year that cannot reasonably be taken before starting your maternity leave can be carried over to the next holiday year.

You should discuss your holiday plans with a member of the Executive Team in good time before starting your maternity leave. All holiday dates are subject to approval by the Senior Operations Manager.

10. Pensions

During OML and any further period of paid maternity leave we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on maternity leave provided that you continue to make contributions based on the maternity pay you are

receiving. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact a member of the Executive Team.

During unpaid AML we shall make any payments into a money purchase scheme. You do not have to make any contributions but you may do so if you wish, or you may make up for missed contributions at a later date.

11. Keeping in Touch

We may make reasonable contact with you from time to time during your maternity leave.

You may work (including attending training) for up to ten days during maternity leave without bringing your maternity leave or SMP to an end. You are not obliged to undertake any such work during maternity leave. In any case, you must not work in the two weeks following birth.

Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may cover:

- a) updating you on any changes that have occurred during your absence;
- b) any training needs you might have; and
- c) any changes to working arrangements (for example if you have made a request to work part-time).

12. Expected Return Date

Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date has been changed (either because you gave us notice to change it, or because maternity leave started early due to illness or premature childbirth) we shall write to you within 28 days of the start of maternity leave with a revised Expected Return Date.

We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your maternity leave, you are able to confirm that you will be returning to work as expected.

13. Returning Early

If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice. It is helpful if you give this notice in writing.

If not enough notice is given, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.

14. Returning Late

If you wish to return later than the Expected Return Date, you should either:

- a) request unpaid parental leave giving us as much notice as possible; or
- b) request paid annual leave in accordance with your contract, which will be at our discretion.

If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.

In any other case, late return will be treated as unauthorised absence.

15. Deciding Not to Return

If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

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

This does not affect your right to receive SMP.

16. Your Rights When you Return

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

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

17. Returning to Work Part-Time

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

18. In vitro fertilisation (IVF) treatment

We will support all colleagues undergoing an IVF process. If either you or your partner, are undergoing IVF treatment, you should bring this to a member of the Executive Team attention at the earliest opportunity so that we can discuss your needs and work together to put in place suitable arrangements to help you attend appointments and to undergo your treatments. Any disclosures and requests for time off will be treated confidentially and sensitively.

Female employees undergoing IVF will be protected in law against unlawful sex discrimination and pregnancy discrimination, as applicable. A protected period starts when fertilised ova are implanted (when the employee is regarded as being pregnant). When an implantation fails, and the pregnancy ends, the protected period ends after a further two weeks have elapsed. Any employee undergoing IVF treatment will be protected for an additional, albeit limited, period of time before implantation. This is the time it takes for ova to be collected, fertilised and for the "immediate" implantation of the fertilised ova thereafter.

If you have any questions about our approach to IVF or your rights in relation to such, you should speak to a member of the Executive Team.

POLICY 4

Parental Leave Policy

The law recognises and we respect that there will be occasions when working parents wish to take time off work to care for or spend time with their child or children.

This policy reflects the statutory right of employees with at least one year's continuous service to take up to 18 weeks' unpaid parental leave in respect of each child.

No-one will be subjected to a detriment for taking or seeking to take parental leave in accordance with this policy.

This policy does not apply to agency workers, consultants or self-employed contractors. This policy is non-contractual in its effect and does not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

1. Entitlement to Parental Leave

Employees who fulfil the criteria are entitled to take up to 18 weeks' parental leave in relation to each child for whom they are responsible. The rules on how and when parental leave can be taken are set out in this policy.

Any parental leave that employees take in relation to a child while working for another employer counts towards their 18-week entitlement. If you have taken parental leave in relation to a child during previous or concurrent employment, you should provide details to a member of the Executive Team.

To take a period of parental leave in relation to a child, you must:

- a) have at least one year's continuous employment;
- b) have or expect to have responsibility for the child; and
- c) be taking the leave to spend time with or otherwise care for the child.

You have responsibility for a child for the purposes of the legislation if you:

- a) are the child's biological mother or father (whether or not you are living with the child);
- b) are the child's adoptive parent; or
- c) otherwise have legal parental responsibility for the child. For example, if you are the child's guardian.

2. Timing of Parental Leave

You can only take parental leave:

- a) before the child's 18th birthday; or
- b) in the case of an adopted child, before the 18th anniversary of the date of placement or, if sooner, the child's 18th birthday.

Unless the leave is to be taken in respect of a child entitled to a disability living allowance, you:

- a) can only take parental leave in blocks of a week's leave or a multiple of a week's leave; and
- b) are only entitled to take four weeks' parental leave each year in relation to each child. A year for this purpose begins on the date when you became entitled to take parental leave in relation to the child in question.

3. Notification Requirements

You must give a member of the Executive Team notice of your intention to take parental leave. It would be helpful if you can give this notice in writing. The notice requirements are as follows:

- a) If you wish to take parental leave commencing immediately on the birth of a child, you must give notice of this intention at least 21 days before the start of the expected week of childbirth (**EWC**). The notice must specify the EWC and the duration of the period of leave required.
- b) If you wish to take parental leave commencing immediately on the adoption of a child, you should give notice of this intention at least 21 days before the start of the expected week of placement (**EWP**). If this is not possible, you must give as much notice as you can. The notice must specify the EWP and the duration of the period of leave required.
- c) In all other circumstances, you must give notice of your intention to take parental leave at least 21 days before you intend the leave to start. The notice must specify the dates on which the period of leave is to begin and end.

If you wish to take a period of parental leave immediately after a period of ordinary paternity leave, it would be helpful if you could give a member of the Executive Team notice of that intention at least 21 days before the start of the EWC (or EWP, if applicable). If this is not possible, you should give as much notice as you can. If you do not give notice at least seven days before your period of ordinary paternity leave starts, we might not allow you to take the period of parental leave requested. However, we shall consider each case on its merits.

4. Evidential Requirements

Before you take a period of parental leave under this policy, you must provide us with evidence of:

- a) your responsibility or expected responsibility for the child; and
- b) the child's date of birth or date of adoption placement;

For details of what evidence is required in your particular circumstances, or if you have difficulties obtaining the evidence, please contact a member of the Executive Team.

5. Our Right to Postpone Parental Leave

Where you give notice of your intention to take parental leave on the birth or adoption of a child, we shall not postpone that leave.

We shall not postpone parental leave if, in the case of an adopted or disabled child, the postponement would result in the leave being taken after the child's 18th birthday.

However, in any other circumstances we might postpone a proposed period of parental leave for up to six months where the leave as planned would unduly disrupt our business. We might do so, for example, where:

- a) you wish to take parental leave during a peak period;
- b) a number of employees wish to take parental leave at the same time;
- c) your work is of importance to a time-critical project; or
- d) cover for your work cannot be found before the date on which your parental leave is due to start.

If we decide to postpone your parental leave, we shall:

- a) consult with you about the date to which the leave might be postponed; and
- b) no more than seven days after you gave notice of your intention to take the leave, give you written notice stating the reason for the postponement and the new beginning and end dates of the leave which we will allow you to take.

You will not lose your parental leave entitlement if, because of our postponement of such leave, the leave remains untaken on your child's 18th birthday (or on the 18th anniversary of the child's adoption placement, if applicable).

6. Terms and Conditions During Parental Leave

Parental leave under this policy is unpaid. Your contractual provisions relating to pay and benefits are suspended during parental leave.

However, during parental leave you are entitled to benefit from any contractual terms you have in relation to being given notice, redundancy compensation and disciplinary and grievance procedures.

During parental leave you will remain bound by your obligation of good faith towards us, as well as any contractual terms relating to the giving of notice, the disclosure of confidential information, the acceptance of gifts and benefits, and your freedom to participate in another business (for example, by working for a third party).

7. Pensions

If you are a member of a defined contribution (money purchase) pension scheme, we shall not make contributions during a period of unpaid parental leave.

8. Returning to Work

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

However, it might not be possible for us to allow you to return to the same job where your period of parental leave has been longer than four weeks, or has been combined with a period of additional maternity, paternity or adoption leave. In such circumstances, we will offer you a suitable and appropriate alternative position.

We will deal with any requests by employees to change their working patterns (such as working part-time) after parental leave on a case-by-case basis, bearing in mind the needs of our business. It is helpful if flexible working requests are made as early as possible.

9. Abuse of This Policy

Where an employee takes a period of parental leave under this policy for purposes other than spending time with or otherwise caring for their child, this will be dealt with as a disciplinary issue.

POLICY 5

Paternity Leave Policy

This policy outlines employees' entitlement to paternity leave and sets out the arrangements for taking it. The policy does not apply to agency workers or the self-employed. This policy is non-contractual in its effect and does not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

No-one will be discriminated against or subjected to a detriment for taking leave in accordance with this policy.

Definitions

The definitions in this paragraph apply in this policy.

Partner: someone (whether of a different sex or the same sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle.

Expected Week of Childbirth: the week, beginning on a Sunday, in which their doctor or midwife expects your spouse, civil partner or Partner to give birth.

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

1. Entitlement to Paternity Leave

Certain employees can take paternity leave in relation to the birth or adoption of a child. However, in adoption cases paternity leave is not available to an employee who decides to take adoption leave. Further details of adoption leave are set out in our Adoption Policy.

In some cases you and your spouse or partner may be eligible to opt into the shared parental leave (**SPL**) scheme which gives you more flexibility to share the leave and pay available in the first year. SPL replaces the right to take additional paternity leave (**APL**). This does not affect your right to take two weeks' paternity leave (**PL**) around the time of birth or placement. For information about SPL, see our Shared Parental Leave (Birth) and Shared Parental Leave (Adoption) Policies.

You are entitled to paternity leave (**PL**) if you meet all the following conditions:

- a) You have been continuously employed by us for at least 26 weeks ending with:
 - i. in birth cases, the 15th week before the Expected Week of Childbirth.
 - ii. in adoption cases, the week in which you or your Partner are notified by an adoption agency that you/they have been matched with a child.

- b) You:
 - i. are the biological father of the child;
 - ii. have been matched with a child by an adoption agency;
 - iii. are the spouse, civil partner or Partner of the child's mother; or
 - iv. are the spouse, civil partner or Partner of someone who has been matched with a child by an adoption agency.
- c) You:
 - i. expect to have main responsibility (with the child's mother, co-adopter or adopter) for the child's upbringing; or
 - ii. are the child's biological father and you expect to have some responsibility for the child's upbringing.
- d) Your intended leave is for the purpose of caring for the child, or supporting the child's mother, adopter or co-adopter in caring for the child.

2. Timing and Length of Paternity Leave

PL must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments. PL can be taken from the date of the child's birth or adoption placement, but must end:

- a) In birth cases, within 56 days of the child's birth, or if the child is born before the first day of the Expected Week of Childbirth, within 56 days of the first day of the Expected Week of Childbirth.
- b) In adoption cases, within 56 days of the child's placement.

3. Notification (birth)

If you wish to take PL in relation to a child's birth, you must give us notice in writing of your intention to do so and confirm:

- a) The Expected Week of Childbirth;
- b) Whether you intend to take one week's leave or two consecutive weeks' leave; and
- c) When you would like to start your leave. You can state that your leave will start on:
 - i. the day of the child's birth;
 - ii. a day which is a specified number of days after the child's birth; or
 - iii. a specific date later than the first date of the Expected Week of Childbirth.

You must give notice before the end of the 15th week before the Expected Week of Childbirth (or, if this is not possible, as soon as you can).

We may require a signed declaration from you that you are taking PL for a purpose for which it is intended; namely, to care for the child or to support the child's mother in caring for the child.

We may require you to provide a copy of the child's birth certificate and the name and address of the mother's employer or, if she is self-employed, her business address.

4. Notification (adoption)

If you wish to take PL in relation to the adoption of a child, you must give us notice in writing of your intention to do so and confirm:

- a) The date on which you and/or your spouse, civil partner or Partner were notified of having been matched with the child, together with the Expected Placement Date;
- b) Whether you intend to take one week's leave or two consecutive weeks' leave; and
- c) When you would like to start your leave. You can state that your leave will start on:
 - i. the day on which the child is placed with you or the adopter;
 - ii. a day which is a specified number of days after the child's placement; or
 - iii. a specific date later than the Expected Placement Date.

You must give notice no more than seven days after you and/or your spouse, civil partner or Partner were notified of having been matched with the child (or, if this is not possible, as soon as you can).

We may require a signed declaration from you that you are taking PL for a purpose for which it is intended; namely, to care for the child or to support your spouse, civil partner or Partner in caring for the child.

We may require you to provide the following:

- a) The name and address of the adopter's employer or, if they are self-employed, their business address.
- b) Documentary evidence issued by the adoption agency that matched you with the child which confirms:
 - i. the name and address of the adoption agency;
 - ii. the date on which you were notified that you had been matched with the child; and
 - iii. the date on which the agency expected to place the child with you.

5. Changing the Dates of PL

Where you are to take PL in respect of a child's birth, you can give us written notice to vary the start date of your leave from that which you originally specified in the notice. This notice should be given:

- a) Where you wish to vary your leave to start on the day of the child's birth, at least 28 days before the first day of the Expected Week of Childbirth.
- b) Where you wish to vary your leave to start a specified number of days after the child's birth, at least 28 days (minus the specified number of days) before the first day of the Expected Week of Childbirth.
- c) Where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date.

Where you are to take PL in respect of a child's adoption, you can give us written notice to vary the start date of your leave from that which you originally specified in the notice. This notice should be given:

- a) Where you wish to vary your leave to start on the day that the child is placed with you or the adopter, at least 28 days before the Expected Placement Date.
- b) Where you wish to vary your leave to start a specified number of days after the child's placement, at least 28 days (minus the specified number of days) before the Expected Placement Date.
- c) Where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date.

If you are unable to give us 28 days' written notice of the wish to vary the start of your leave as set out above, you should give us written notice of the change as soon as you can.

6. Statutory Paternity Pay

In this paragraph, **Relevant Period** means:

- a) In birth cases, the eight-week period ending with the 15th week before the Expected Week of Childbirth.
- b) In adoption cases, the eight-week period ending with the week in which you or your spouse, civil partner or Partner were notified of being matched with the child.

If you take PL in accordance with this policy, you will be entitled to statutory paternity pay (**SPP**) if, during the Relevant Period, your average weekly earnings are not less than the lower earnings limit set by the government.

SPP are paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower. For details of the current prescribed rate, please contact your member of the Executive Team..

If you are not eligible we will usually inform you within 28 days of your application if you don't qualify and why using a SPP1 form.

7. Terms and Conditions During PL

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

- a) Benefits in kind (such as life use of a Charity vehicle if applicable) shall continue;
- b) Annual leave entitlement under your contract shall continue to accrue; and
- c) Pension benefits shall continue.

8. Annual Leave

During PL, annual leave will accrue at the rate provided under your contract. If the holiday year is due to end during your absence on paternity leave, you should ensure that you have taken your full year's entitlement before your paternity leave starts.

9. Pensions

During PL we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on paternity leave provided that you continue to make contributions based on the paternity pay you are receiving. If you wish to increase your contributions to make up any shortfall from those based on your normal salary you should contact a member of the Executive Team.

10. Returning to Work

You are normally entitled to return to work following either PL to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent.

However, if you have combined your PL with a period of parental leave of more than four weeks, and it is not reasonably practicable for you to return to the same job, we will offer you a suitable and appropriate alternative position.

We will deal with any requests by employees to change their working patterns (such as working part time) after paternity leave on a case-by-case basis bearing in mind the needs of our business. It is helpful if requests are made as early as possible.

If you do not intend to return to work or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should submit your resignation in accordance with your contract. Once you have done so you will be unable to change your mind without our agreement. This does not affect your right to receive SPP. An unauthorized late return will usually be treated as unauthorised absence.

POLICY 6

Adoption Policy

This policy outlines the statutory rights and responsibilities of employees who adopt and sets out the arrangements for adoption leave. It only applies to employees and does not apply to agency workers or the self-employed. This policy is non-contractual in its effect and does not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

Definitions

The definitions in this paragraph apply in this policy.

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

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

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

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

1. Entitlement to Adoption Leave

Adoption leave is only available if you are adopting through an adoption agency. It is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative.

You are entitled to adoption leave if you meet all the following conditions:

- a) An adoption agency has given you written notice that it has matched you with a child for adoption and tells you the Expected Placement Date.
- b) You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
- c) Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

2. Time Off for Appointments

If you are the main adopter you may take reasonable paid time off during working hours to attend up to five adoption appointments. However if you are the secondary adopter you may take reasonable unpaid time off during working hours to attend up to two adoption appointments

You should try to give us as much notice as possible of the appointment. We may ask you to provide evidence for any adoption appointment you wish to attend during working hours.

3. Notification of Intention to Take Leave

You must give us notice in writing of:

- a) the Expected Placement Date; and
- b) your intended start date for adoption leave (**Intended Start Date**)

This notice should be given not more than seven days after the agency notified you in writing that it has matched you with a child.

At least 28 days before your Intended Start Date (or, if this is not possible, as soon as you can), you must also provide us with:

- a) A Matching Certificate from the adoption agency confirming:
 - i. the agency's name and address;
 - ii. the date you were notified of the match; and
 - iii. the Expected Placement Date.
- b) Written confirmation that you intend to take statutory adoption leave and not statutory paternity leave.

4. Starting Adoption Leave

OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.

You must notify us of your Intended Start Date. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to adoption leave (**Expected Return Date**).

You can postpone your Intended Start Date by informing us in writing at least 28 days before the original date or, if that is not possible, as soon as you can.

You can bring forward your Intended Start Date by informing us in writing at least 28 days before the new start date or, if that is not possible, as soon as you can.

Shortly before your adoption leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.

5. Statutory Adoption Pay

Statutory adoption pay (**SAP**) is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted. You are entitled to SAP if:

- a) you have been continuously employed for at least 26 weeks at the end of your Qualifying Week and are still employed by us during that week;
- b) your average weekly earnings during the eight weeks ending with the Qualifying Week (the **Relevant Period**) are not less than the lower earnings limit set by the Government; and

- c) you have given us the relevant notifications.

SAP is calculated as follows:

- a) First six weeks: SAP is paid at the **Earnings-Related Rate** of 90% of your average weekly earnings calculated over the Relevant Period;
- b) Remaining 33 weeks: SAP is paid the **Prescribed Rate** which is set by the Government for the relevant tax year, or the Earnings-Related Rate if this is lower.

SAP accrues with each complete week of absence but payments shall be made on the next normal payroll date. Income Tax, National Insurance and pension contributions shall be deducted as appropriate.

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

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

whichever is the later.

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

6. Terms and Conditions During OAL and AAL

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

- a) benefits in kind (such as use of a Charity vehicle if applicable) shall continue;
- b) annual leave entitlement under your contract shall continue to accrue; and
- c) pension benefits shall continue.

7. Annual leave

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

In many cases a period of adoption leave will last beyond the end of the holiday year. Any holiday entitlement for the year that cannot reasonably be taken before starting your adoption leave can be carried over to the next holiday year. Carry-over of more than one week is at your manager's discretion.

You should discuss your holiday plans with a member of the Executive Team in good time before starting your adoption leave. All holiday dates are subject to approval by the Senior Operations Manager.

8. Pensions

During OAL and any further period of paid adoption leave we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on adoption leave provided that you continue to make contributions based on the adoption pay you are receiving. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact a member of the Executive Team.

During unpaid AAL we shall not make any payments into a money purchase scheme. You do not have to make any contributions but you may do so if you wish, or you may make up for missed contributions at a later date.

9. Disrupted adoption

Adoption leave is disrupted if it has started but:

- a) you are notified that the placement will not take place;
- b) the child is returned to the adoption agency after placement; or
- c) the child dies after placement.

In case of disruption your entitlement to adoption leave and pay (if applicable) will continue for a further eight weeks from the end of the week in which disruption occurred, unless your entitlement to leave and/or pay would have ended earlier in the normal course of events.

10. Keeping in Touch

We may make reasonable contact with you from time to time during your adoption leave.

You may work (including attending training) on up to ten days during adoption leave without bringing your adoption leave to an end. This is not compulsory and arrangements, including any additional pay, would be discussed and agreed with a member of the Executive Team.

Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may cover:

- a) updating you on any changes that have occurred during your absence;
- b) any training needs you might have; and
- c) any changes to working arrangements (for example, if you have made a request to work part time).

11. Expected Return Date

Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start-date changes we shall write to you within 28 days of the start of adoption leave with a revised Expected Return Date.

We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your adoption leave, you are able to confirm that you will be returning to work as expected.

12. Returning Early

If you wish to return to work earlier than the Expected Return Date, you must give us at least eight weeks' notice. It is helpful if you give this notice in writing.

If you do not give enough notice, we may postpone your return date until four weeks (or eight weeks as appropriate) after you gave notice, or to the Expected Return Date if sooner.

13. Returning Late

If you wish to return later than the Expected Return Date, you should either:

- a) request unpaid parental leave, giving us as much notice as possible; or
- b) request paid annual leave in accordance with your contract, which will be at our discretion.

If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our usual sickness policy will apply.

In any other case, late return will be treated as unauthorised absence.

14. Deciding not to return

If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of adoption leave left to run when you give notice must be at least equal to your contractual notice period; otherwise we may require you to return to work for the remainder of the notice period.

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

This does not affect your right to receive SAP.

15. Your Rights When You Return

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

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

16. Returning to Work Part-Time

We will deal with any requests by employees to change their working patterns (such as working part time) after adoption leave on a case-by-case basis bearing in mind the needs of our business. It is helpful if requests are made as early as possible.

POLICY 7

Flexible Working Policy

Scope and Purpose of the Policy

We are committed to providing equality of opportunity in employment and to developing work practices and policies that support work-life balance. We recognise that, in addition to helping balance work and personal lives, flexible working can raise staff morale, reduce absenteeism and improve our use and retention of staff. This policy is non-contractual which means this does not form part of your contract of employment.

This Flexible Working Policy gives eligible employees an opportunity to formally request a change to their working pattern and all employees an opportunity to do so informally. Managers are encouraged to facilitate requests unless they cannot be accommodated for business or operational reasons. No-one who makes a request for flexible working will be subjected to any detriment as a result

This policy applies to only employees. We may amend this policy at any time. This policy is non-contractual in its effect and does not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

1. Implementing the Policy

Overall the Charity is responsible for implementing this policy, and ensuring it complies with the relevant statutory framework. The Senior Operations Manager will have day-to-day responsibility for implementing, updating and reviewing this policy.

Any employee interested in flexible working is advised to request an informal meeting with the Senior Operations Manager to discuss:

- a) Eligibility
- b) The different options
- c) The effect of their proposed work pattern on colleagues and service delivery before submitting a formal or informal request.

If you do not meet the eligibility criteria for the formal procedure but want to make either permanent or temporary changes to your working arrangements, you may make an informal request under this policy to the Senior Operations Manager, who will consider the request according to our business and operational needs.

The Senior Operations Manager has a specific responsibility to ensure the fair application of this policy, and all members of staff are responsible for supporting colleagues and ensuring its success.

2. Forms of Flexible Working

Flexible working can incorporate a number of possible changes to working arrangements, such as:

- a) reduction or variation of working hours;

- b) reduction or variation of the days worked; and/or
- c) working from a different location (for example, from home).

The possible changes to working arrangements mentioned above may also involve:

- a) starting a job share;
- b) working set annualised hours, rather than set weekly hours;
- c) working from home (for all or part of the week);
- d) working only during term-time (part-year working);
- e) working compressed hours; and/or
- f) working flexi-time.

3. Eligibility for the Formal Right to Request Procedure

To be eligible to make a request under the formal procedure set out in clause 4 to clause 7 you must:

- a) be an employee;
- b) have worked for the Charity continuously for a minimum of 26 weeks at the date your request is made;
- c) not have made a formal request to work flexibly during the last 12 months.

If you are not eligible to make a formal request, you may make an informal request which is detailed in clause 9.

4. Making a Formal Flexible Request

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

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

Your application should be submitted to the Senior Operations Manager in good time, and ideally at least two months before you wish the changes you are requesting to take effect. It should:

- a) state that it is a flexible working request;
- b) explain the reasons for your request, especially if you think our Equal Opportunities Policy may be relevant, for example, if your request concerns childcare or other family commitments, religious or cultural requirements, or adjustments because of a disability;
- c) provide as much information as possible about your current and desired working pattern
- d) give the date from which you want the changes to take effect;

- e) identify the effect the changes to your working pattern will have on the work that you do, that of your colleagues and on service delivery (if you have any suggestions about dealing with any potentially negative effects, please include these in your written application); and
- f) provide information to confirm that you meet the eligibility criteria set out in clause 3 of this policy (including the dates of any previous formal requests for flexible working).

We will normally have a meeting with you before making a decision, as this will help us to consider your request, and ensure it is the best solution for you. In some instances we may be able to approve your request without a formal meeting (which is the next stage of the formal procedure). If that is the case, the Senior Operations Manager will write to you, confirming the decision and explaining the permanent changes that will be made to your contract of employment.

5. Formal Request: Meeting

Where necessary, the Senior Operations Manager will arrange a meeting with you within 3 weeks (or longer if agreed with you) of your application being submitted. The meeting may also be attended by a notetaker. You may bring a colleague to the meeting as a companion (who may be a trade union representative) if you wish. Your companion will be entitled to speak during the meeting and confer privately with you, but may not answer questions on your behalf.

In most cases, the meeting will be held at your usual place of work, as we will try to ensure that it is held at a time and place convenient to everyone attending.

The meeting will be used to discuss the working arrangements you have requested. You will be able to explain how the arrangements will accommodate your needs. You will also be able to discuss what impact your proposed working arrangements will have on your work and that of your colleagues. If we cannot accommodate the arrangements you have requested, discussion at the meeting also provides an opportunity to explore possible alternative working arrangements.

Initially the Senior Operations Manager may suggest starting new working arrangements under a trial period, to ensure that they meet your needs and those of your department.

6. Formal Request: Decision

Following the meeting we will notify you of the decision in writing within 14 days.

Where your request is accepted, or we suggest an alternative to your request, the Senior Operations Manager will write to you with details of:

- a) the new working arrangements
- b) any trial period, an explanation of changes to your contract of employment
- c) the date on which they will commence.

You will be asked to sign and return a copy of the letter, and this will be placed on your personnel file to confirm the variation to your terms of employment.

Unless otherwise agreed (and subject to any agreed trial period) changes to your terms of employment will be permanent. You will not be able to make another formal request until 12 months after the date of your most recent request.

If the Senior Operations Manager needs more time to make a decision, for example, where they need more time to investigate how your request can be accommodated, this will be discussed with you.

Due to business and operational requirements, there may be times we are unable to agree to a request. In these circumstances, the Senior Operations Manager will write to you:

- a) explaining the business reason(s) for turning down your application; and
- b) setting out the appeal procedure.

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

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

7. Formal Request: Appeal

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

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

The Senior Operations Manager will try to arrange for a meeting at a convenient time for all those attending, to take place following receipt of your appeal. You may be accompanied by a colleague of your choice to this meeting.

Where possible, the appeal meeting will be conducted by a member of the Executive Team (or other nominated, appropriate person) who has not been previously involved in considering your request.

You will be informed in writing of the decision as soon as possible after the appeal meeting.

If your appeal is upheld, you will be advised of the following:

- a) your new working arrangements
- b) details of any trial period
- c) an explanation of changes to your contract of employment
- d) the date on which they will commence.

You will be asked to sign and return a copy of the letter, which will be placed on your personnel file to confirm the variation to your terms of employment.

You should be aware that changes to your terms of employment will be permanent and you will not be able to make another formal request until 12 months after the date of your original application.

If your appeal is rejected, the written decision will give the business reason(s) for the decision and explain why the reason(s) apply in your case. You will not be able to make another formal request until 12 months after the date of your original application.

8. Extending time under the Formal Procedure

There may be occasions when it is not possible to complete consideration of your request within the expected time limits. Where an extension of time is agreed with you, the Senior Operations Manager will write to you confirming the extension and the date on which it will end.

If you withdraw a formal request for flexible working, you will not be eligible to make another formal request for 12 months from the date of your original request. In certain circumstances, a formal request will be treated as withdrawn. This will occur if you fail to attend a meeting and a re-arranged meeting, or an appeal meeting and a re-arranged appeal meeting, without good cause. In such circumstances, the Senior Operations Manager will write to you confirming that the request has been treated as withdrawn.

9. Making an Informal Flexible Working Request

Employees who are not eligible to make a formal request for flexible working may make an informal request to the Senior Operations Manager, who will consider it according to our business and operational requirements.

It will help the Senior Operations Manager to consider your request if you:

- a) make your request in writing and confirm whether you wish any change to your current working pattern to be temporary or permanent;
- b) provide as much information as possible about your current and desired working pattern, (including working days, hours of work)
- c) state the date you want your desired working pattern to commence; and

- d) think about what effect the changes to your working pattern will have on your work and your colleagues, as well as on our service delivery and that of your team.

If you have any suggestions about dealing with any potentially negative effects, please include these in your written application. The Senior Operations Manager will consider whether they are workable.

The Senior Operations Manager will advise you what steps will be taken to consider your request, which may include inviting you to attend a meeting, before advising you of the outcome of your request.

POLICY 8

Shared Parental Leave (Birth) Policy

This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child. If you are adopting a child please see the Shared Parental Leave (Adoption) Policy instead.

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

We may amend this policy at any time. This policy is non-contractual in its effect and does not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

Definitions

The definitions in this paragraph apply in this policy.

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

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

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

Qualifying Week: the fifteenth week before the EWC.

1. What is Shared Parental Leave?

Shared parental leave gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

2. Entitlement to SPL

You are entitled to SPL in relation to the birth of a child if:

- a) you are the child's mother, and share the main responsibility for the care of the child with the child's father (or your partner, if the father is not your partner);
- b) you are the child's father and share the main responsibility for the care of the child with the child's mother; or
- c) you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

The following conditions must also be fulfilled:

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

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

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

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

3. Opting in to Shared Parental Leave and Pay

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

- a) your name and the name of the other parent;
- b) if you are the child's mother, the start and end dates of your maternity leave;
- c) if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
- d) the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
- e) how many weeks of the available SPL will be allocated to you and how many to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- f) if you are claiming statutory shared parental pay (SSPP), the total SSPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);
- g) how many weeks of available SSPP will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see paragraph 7

and paragraph 8 for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and

- i) declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and SSPP.

4. Ending your Maternity Leave

If you are the child's mother and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your maternity leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least two weeks after birth.

You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph 3) or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.

The curtailment notice is binding and cannot usually be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:

- a) if you realise that neither you nor the other parent are in fact eligible for SPL or SSPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
- b) if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or
- c) if the other parent has died.

Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme, unless you revoked it in the circumstances as detailed in clause b, above.

5. Ending your Partner's Maternity Leave or Pay

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

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

6. Evidence of Entitlement

You must also provide on request:

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

7. Notifying us of your SPL Dates

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

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

You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see paragraph 9). In exceptional circumstances we may allow you to give more than three period of leave notices but there is no obligation for us to do so.

8. Procedure for Requesting Split Periods of SPL

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

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

Alternatively, you may:

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

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

9. Changing the Dates or Cancelling your SPL

You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.

You can change the start date for a period of leave, or the length of the leave, by notifying us in writing at least eight weeks before the original start date and the new start date.

You do not need to give eight weeks' notice if you are changing the dates of your SPL because your child has been born earlier than the EWC, where you wanted to start your SPL a certain length of time (but not more than eight weeks) after birth. In such cases please notify us in writing of the change as soon as you can.

You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date and the new end date.

You can combine split periods of leave into a single continuous period of leave by notifying us in writing at least eight weeks before the start date of the first period.

You can request that a continuous period of leave be split into two or more discontinuous periods with periods of work in between. We will consider any such request as set out in paragraph 8.

A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:

- a) the variation is a result of your child being born earlier or later than the EWC;
- b) the variation is at our request; or
- c) we agree otherwise.

10. Shared Parental Pay

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

11. Other Terms during Shared Parental Leave

Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless the Senior Operations Manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Please discuss

your holiday plans with a member of the Executive Team in good time before starting SPL. All holiday dates are subject to approval by the Senior Operations Manager.

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

12. Keeping in Touch

We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with a member of the Executive Team.

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

13. Returning to Work

If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If you have already given us three periods of leave notices you will not be able to end your SPL early without our agreement.

If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written period of leave notice at least eight weeks before the date you were due to return to work. If you have already given us three periods of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of the business.

You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:

- a) if your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
- b) if you took SPL consecutively with more than four weeks of ordinary parental leave.

If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

POLICY 9

Shared Parental Leave (Adoption) Policy

This policy outlines the arrangements for shared parental leave and pay in relation to the adoption of a child. If you or your partner are pregnant or have given birth please see the Shared Parental Leave (Birth) Policy instead.

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

We may amend this policy at any time. This policy is non-contractual in its effect and does not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

Definitions

The definitions in this paragraph apply in this policy.

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

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

1. What is Shared Parental Leave?

Shared parental leave gives you and your partner more flexibility in how to share the care of your child in the first year after the child's birth than simply taking adoption leave. . Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

2. Entitlement

You may be entitled to SPL if an adoption agency has placed a child with you and/or your partner for adoption and you intend to share the main responsibility for the care of the child with your partner.

The following conditions must be fulfilled:

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

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

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

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

3. Opting in to Shared Parental Leave and Pay

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

- a) your name and your partner's name;
- b) if you are taking adoption leave, your adoption leave start and end dates;
- c) if you are not taking adoption leave, your partner's adoption leave start and end dates, or if your partner is not entitled to adoption leave, the start and end dates of their SAP;
- d) the total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your partner;
- e) how many weeks of the available SPL will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken);
- g) how many weeks of the available ShPP will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see paragraph 7 and paragraph 8 for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- i) declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

4. Ending your Adoptive Leave

If you are taking or intend to take adoption leave and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your adoption leave (a curtailment notice). The notice must state the date your adoption leave will end. You can

give the notice before or after adoption leave starts, but you must take at least two weeks' adoption leave.

You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph 3) or a written declaration that your partner has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

If your partner is eligible to take SPL from their employer they cannot start it until you have given us your curtailment notice.

The curtailment notice is binding on you and cannot usually be revoked. You can only revoke a curtailment notice if your adoption leave has not yet ended and one of the following applies:

- a) if you realise that neither you nor your partner are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
- b) if your partner has died.

Once you have revoked a curtailment notice you will be unable to opt back in to the SPL scheme.

5. Ending your Partner's Adoption Leave or Pay

If your partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once your partner has either:

- a) returned to work;
- b) given their employer a curtailment notice to end adoption leave; or
- c) given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave).

6. Evidence of Entitlement

You must provide on request:

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

7. Booking your SPL Dates

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

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

You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see paragraph 9). In exceptional circumstances we may allow you to give more than three period of leave notices but there is no obligation for us to do so.

8. Procedure for Requesting Split Periods of SPL

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

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

- a) choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
- b) withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

9. Changing the Dates or Cancelling your SPL

You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.

You can change the start date for a period of leave, or the length of the period of leave, by notifying us in writing at least eight weeks before the original start date and the new start date.

You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date and the new end date.

You can change split periods of leave into a single continuous period of leave by notifying us in writing at least eight weeks before the start date.

You can request that a continuous period of leave be split into two or more discontinuous periods with periods of work in between. We will consider any such request as set out in paragraph 8.

A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:

- a) the variation is a result of the child being placed with you earlier or later than the expected placement date;
- b) the variation is at our request; or
- c) we agree otherwise.

10. Shared Parental Pay

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

11. Other Terms during Shared Parental Leave

Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless a member of the Executive Team agrees otherwise. You should try to limit carry over to one week's holiday or less. Please discuss your holiday plans with a member of the Executive Team in good time before starting SPL. All holiday dates are subject to approval by the Senior Operations Manager.

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

12. Keeping in Touch

We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during adoption leave. KIT days are not compulsory and must be discussed and agreed with a member of the Executive Team.

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

13. Returning to Work

If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If you have already given us three period of leave notices you will not be able to end your SPL early without our agreement.

If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written notice at least eight weeks before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of our business.

You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:

- a) if your SPL and any adoption or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
- b) if you took SPL consecutively with more than four weeks of ordinary parental leave.

If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

POLICY 10 **Retirement Policy**

We currently have no fixed retirement age although this may be reviewed from time to time to reflect our business needs. We acknowledge that retirement is a matter of choice

for individuals and will not pressurise staff into resigning because they have reached or are approaching a certain age.

We are proud to employ people of all ages and consider that age diversity is beneficial to the organisation. We are committed to not discriminating against staff because of age and adhere to the principles set out in our Equal Opportunities Policy.

Staff are free to retire whenever they choose or to seek alternative roles or working patterns.

The Purpose of the Policy

This policy aims to create a framework for workplace discussions, enabling you to express your preferences and expectations with regard to retirement and enabling us to plan for our business. This policy is non-contractual in its effect and does not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

1. Discussing your Future Plans

You or the Senior Operations Manager may want to discuss your short, medium and long-term plans, as the need arises. For example, a promotion opportunity may arise, or, if your circumstances change, you may want a different working pattern or to stop work altogether. We need to plan for the business, and so may indicate to staff from time to time that it would be helpful to know what their plans are. There is no obligation for us or you to hold workplace discussions about your future plans, but it may be mutually beneficial to do so.

We will not make generalised assumptions that performance will decline with age, whether due to competence or health issues. If we think there are problems with your performance or ill-health, these will be dealt with in the usual way, through the Capability Procedure or Sickness Absence Policy.

If a workplace discussion takes place for the purposes described above, we will aim to make it as informal as possible.

During any workplace discussion:

- a) we will not assume that you want to retire just because you are approaching a certain age, such as state pension age; and
- b) we will not make discriminatory comments, suggesting that you should move on due to age.

If you indicate that you are thinking of retiring, you are free to change your mind at any time until you have actually given notice to terminate your employment.

Your employment or promotion prospects will not be prejudiced because you have expressed an interest in retiring or changing work patterns.

If you express an interest in moving to a more flexible working pattern or changing role, we will confirm that this is what you want before any action is taken which could affect your employment, such as a change to your role or responsibilities.

2. Giving Notice of Retirement

If you have decided to retire, we would appreciate as much notice as possible, although you should give the Charity at least the notice you are obliged to give under your contract of employment.

POLICY 11

Redundancy Policy

It is our intention to manage our business in a manner which results in secure employment for our employees. We will always try to avoid the need for compulsory redundancies but sometimes these may be necessary. The pattern or volume of our business or methods of working may change and requirements for employees may reduce.

The Purpose of the Policy

The purpose of this policy is to ensure that, whenever reduction in employee numbers may become necessary:

- a) we communicate clearly with all affected employees and ensure that they are treated fairly;
- b) we try to find ways of avoiding compulsory redundancies;
- c) we consult with employees and if applicable with recognised trade unions; and
- d) any selection for compulsory redundancy is undertaken fairly and reasonably.

This policy is non-contractual in its effect and does not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

1. Avoiding Compulsory Redundancies

Where we are proposing to make redundancies we will enter into consultation with all affected employees on an individual basis and, where appropriate, also where applicable with recognised trade unions.

In the first instance we will consider steps that might, depending on the circumstances, be taken to avoid the need for compulsory redundancies. Examples of such steps include:

- a) Reviewing the use of agency staff, self-employed contractors and consultants.
- b) Restricting recruitment in affected categories of employee and in those areas into which affected employees might be redeployed.
- c) Reducing overtime in affected departments to that needed to meet contractual commitments or provide essential services.
- d) Freezing salaries for a specified period.
- e) Considering the introduction of short-time working, job-sharing or other flexible working arrangements, where these are practicable.
- f) Identifying suitable alternative work that might be offered to potentially redundant employees.
- g) Inviting applications for early retirement or voluntary redundancy. In all cases the acceptance of a volunteer for redundancy will be a matter of our

discretion and we reserve the right not to offer voluntary redundancy terms or to refuse an application where it is not in the interests of our business to do so.

Any measures adopted must not adversely affect our business and our ability to serve our customers.

2. Making Compulsory Redundancies

When it is not possible to avoid making compulsory redundancies, all affected employees and, where appropriate, recognised trade unions will be advised that compulsory redundancies cannot be avoided. They will be consulted on the procedure that will then be followed and the criteria that will be applied.

The criteria used to select those employees who will potentially be made redundant will be objective, transparent and fair and based on the skills required to meet our existing and anticipated business needs.

Those employees who have been provisionally selected for redundancy will be consulted with individually.

Where selection for redundancy is confirmed, employees selected for redundancy will be given notice of termination of employment in accordance with their contracts.

We will continue to look for alternative employment for redundant employees and inform them of any suitable vacancies that we have until their termination dates. The manner in which redundant employees will be invited to apply for and be interviewed for vacancies will be organised depending on the circumstances existing at the time. Alternative employment may be offered subject to a trial period where appropriate.

Where we are unable to offer alternative employment we will assist employees to look for work with other employers. Employees under notice of redundancy may be entitled to take a reasonable amount of paid time off work to look for alternative employment or to arrange training for future employment.

POLICY 12 **Substance Misuse Policy**

We are committed to providing a safe, healthy and productive working environment for all our employees, customers and visitors. This includes ensuring that all employees are fit to carry out their jobs safely and effectively in a working environment which is free from alcohol and drug misuse.

All employees are expected to arrive at work fit to carry out their jobs and to be able to perform their duties safely without any limitations due to the use or after effects of alcohol or drugs (whether prescribed, over the counter or illegal). The use of drugs also includes the use of "legal highs" or psychoactive drugs which are legal substances which have the effect of illegal drugs.

Misuse of alcohol and drugs can lead to reduced levels of attendance, reduced efficiency and performance, impaired judgement and decision making and increased health and safety risks, not only for the individual but also for others. Irresponsible behaviour or the commission of offences resulting from the misuse of alcohol or drugs may damage our reputation and, as a result, our business.

We will not accept employees arriving at work under the influence of alcohol or drugs, and/or whose ability to work is impaired in any way by reason of the consumption of alcohol or drugs, or who consume alcohol or take drugs (other than prescription or over the counter medication, as directed) on our premises.

Who is Covered by the Policy?

This policy covers all individuals working at all levels and grades, including senior managers, officers, directors, employees, consultants, contractors, trainees, home-workers, part-time and fixed-term employees, casual and agency employees and volunteers (collectively referred to as **employees** in this policy).

This policy does not form part of any employee's contract of employment and it may be amended at any time.

Scope and Purpose of the policy

This policy is principally intended to deal with alcohol and drug problems which, in the context of this policy are any drinking or taking of drugs, whether intermittent or continual, which interferes with work performance in relation to attendance, efficiency, productivity or safety. You will be deemed to be under the influence of alcohol or drugs where that is the reasonable opinion of the Senior Operations Manager.

The purpose of this policy is to increase awareness of the effects of alcohol and drug misuse and its likely symptoms and to ensure that all employees are aware of their responsibilities regarding alcohol and drug misuse and related problems.

This policy is non-contractual in its effect and does not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

1. Personnel Responsible for Implementation of the Policy

The Charity has overall responsibility for the effective operation of this policy and will review it periodically.

Managers have an important role to play in identifying problems at work that are being caused or contributed to by alcohol or drug misuse. When an employee arrives at work and a manager reasonably believes that they are under the influence of alcohol or drugs, they can undertake an investigation.

If you notice a change in a colleague's pattern of behaviour you should encourage them to seek assistance through their manager. If they will not seek help themselves you should draw the matter to the attention of the Senior Operations Manager. You should not attempt to cover up for a colleague whose work or behaviour is suffering as a result of an alcohol or drug-related problem. If you believe that you have an alcohol or drug-related problem you should seek specialist advice and support as soon as possible and advise the Senior Operations Manager.

2. Alcohol and Drugs at Work

You should not drink alcohol during the normal working day, at lunchtime, at other official breaks and at official work-based meetings and events. Drinking alcohol while at work without authorisation or working under the influence of alcohol may be considered serious misconduct.

We expect all our employees to comply with the drink-driving legislation at all times. Our reputation will be damaged if you are convicted of a drink-driving offence and, if your job requires you to drive and you lose your licence, you may be unable to continue to do your job. Committing a drink-driving offence outside or during working hours or while working for us may lead to action under our Disciplinary Procedure and could result in dismissal.

If you are prescribed medication you must seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job and whether your duties should be modified or you should be temporarily reassigned to a different role. If so, you must tell the Senior Operations Manager without delay.

3. Searches

We reserve the right to conduct searches for alcohol or drugs, including, but not limited to, searches of lockers, filing cabinets and desks, packages sent to our address, bags, and coats etc which are on our premises. Any alcohol or drugs found as a result of a search will be confiscated and action may be taken under the Disciplinary Procedure.

4. Alcohol and Drug Screening

We may operate a rolling programme of random alcohol and drug testing.

Alcohol and drug screening will be conducted by an external provider. Arrangements will be discussed with affected members of employees at the start of each screening programme.

5. Management of Suspected Substance Misuse

If the Senior Operations Manager has reason to believe that you are suffering the effects of alcohol or drugs misuse (including "legal highs"), for example, due to deterioration in your work or behaviour, they may invite you to an investigatory interview. The purpose of

the interview is to discuss the reason for the investigation and seek your views on, for example, the deterioration of your work performance and/or behaviour.

If, as the result of the interview, the Senior Operations Manager continues to believe that you are suffering the effects of alcohol or drugs misuse the matter may be dealt with under our Disciplinary Procedure.

If, having acknowledged an alcohol or drug-related problem, you undertake treatment and or rehabilitation; we may at our discretion decide to suspend any ongoing action against you for related misconduct or poor performance, pending the outcome of the treatment.

6. Providing Support

Alcohol and drug-related problems may develop for a variety of reasons and over a considerable period of time. We are committed, in so far as possible, to treating these problems in a similar way to other health issues. Support will be provided where possible with a view to supporting a full recovery, allowing a return to work and the full range of your duties. This may include:

- a) referral to appropriate treatment providers, where necessary in conjunction with your GP.
- b) time off work to attend treatment as recommended by your GP or specialist.
- c) adjusting your duties or other support as recommended by your GP or specialist during treatment and for an agreed period thereafter, subject to operational requirements and feasibility.

If you do not finish a programme of treatment (either because the treatment provider ceases to support you or because you stop attending) or your recovery and return to work does not happen as anticipated at the outset of a course of treatment, your Senior Operations Manager will meet with you to decide what further action should be taken.

7. Gross Misconduct Offences

The following is a non-exhaustive list of gross misconduct offences:

- a) Being in possession of any alcohol or non-prescribed drugs whilst on duty;
- b) Being under the influence of a "legal high" during working hours;
- c) Being under the influence of alcohol or non-prescribed drugs or prescribed drugs which affect your ability to perform your duties whilst on duty without having cleared this with the Senior Operations Manager;
- d) Any act of drunkenness;

- e) The selling, possession of or use of any controlled substance or dangerous drug or prescribed drug;
- f) Gross negligence, gross dereliction of duty or gross incompetence endangering the health or safety of the employee or any other persons or the property of the Charity, its employees, customers or other persons;
- g) Willful, flagrant or persistent refusal to submit to any medical test (including blood and/or urine tests for the presence of alcohol or drugs) or medical examination requested by the Charity in the course of employment;
- h) Unreasonable refusal to give consent to the results of any medical examination, assessment or evaluation or tests being disclosed to a senior member of management;
- i) Flagrant or persistent refusal to submit to a search when lawfully requested to do so.

8. Prescribed Drugs

Drugs prescribed by a registered medical practitioner or purchased over the counter may create cause for concern because they may impair mental or physical performance in the job. Employees who have been prescribed drugs should keep them in their original container which identifies drug dosage, date of prescription and prescribing chemist or hospital. Any employee taking prescribed medication which adversely affects job performance must notify the Senior Operations Manager prior to starting work. Any restrictions on work will be discussed with the individual and their supervisor.

9. Confidentiality

We aim to ensure that the confidentiality of any member of staff experiencing alcohol or drug-related problems is maintained appropriately by the Charity, its managers, supervisors and, where it is necessary to inform them, colleagues. However, it needs to be recognised that, in supporting staff, some degree of information sharing is likely to be necessary.

POLICY 13

No Smoking Policy

We are committed to protecting your health, safety and welfare and that of all those who work for us by providing a safe place of work and protecting all workers, service users, customers and visitors from exposure to smoke.

All of our workplaces including our vehicles are smoke-free and all staff and visitors have a right to a smoke-free environment.

This no-smoking policy complies with the Health Act 2006 and associated regulations. We are committed to a programme of action to make this policy effective and to bring it to the attention of all staff.

This policy is non-contractual in its effect and does not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

1. Scope and Implementation of the Policy

Smoking is banned at our workplace. The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars, herbal cigarettes and e-cigarettes.

Staff using our vehicles, whether as a driver or passenger, must ensure the vehicles remain smoke-free. Any of our vehicles that are used primarily for private purposes are excluded from the smoking ban.

We are committed to making this policy effective and to promoting a healthy working environment. If you experience particular difficulty complying with this policy you should discuss this situation with the Senior Operations Manager.

2. Breaches of the Policy

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

Smoking in smoke-free premises or vehicles is also a criminal offence and may result in a fixed penalty fine and/or prosecution.

POLICY 14

Charity Vehicles Policy

Charity Vehicles/Private Vehicles

The information contained in this policy, which is by no means exhaustive, has been compiled to provide a better understanding of the facilities, which are available to those employees who use Charity vehicles, and to enable them to deal effectively with all the more unusual situations they are likely to encounter. This policy is non-contractual in its effect and does not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

No privately owned vehicle may be used on Charity business unless it has valid insurance, vehicle excise licence and, where applicable, a valid MOT certificate, and the user is authorised by means of a driving licence, *and* permission from us to use it for this purpose.

1. General Responsibilities of Authorised Drivers

All employees and other persons authorised to drive Charity vehicles are responsible for knowing and complying with the requirements of the law, both generally and specifically, covering their particular vehicle and relating to driving on the public highway.

Authorised drivers must possess at all times and, if requested, present to be photocopied, a current valid licence to drive the particular class of vehicle allocated. This copy will be kept on file.

Authorised drivers must ensure that:

- a) the vehicle is fully roadworthy at all times and complies in all respects with the requirements of the Road Traffic Acts or the legislation relating to public safety. Drivers are also expected to be mindful of the Highway Code, including in particular the eyesight standards for driving.
- b) seatbelts are worn at all times by drivers and passengers.
- c) drivers must use the vehicle log- book to record journeys and mileage.
- d) daily attention must be given to tyre condition and pressures, oil and water levels, brakes, lights, steering and windscreen washers/wipers.
- e) the vehicle is properly serviced and maintained in accordance with the manufacturer's specification and that all faults and damage are reported and repaired.
- f) the vehicle is clean and well maintained and, if possible, garaged when not in use. If it is necessary to reinstate damage or to valet a badly maintained vehicle, the right is reserved to recharge the allocated user.
- g) vehicles are returned to Charity premises at the end of each day. Damage caused to vehicles whilst parked accounts for a high number of incidents.

Try to park in a safe, well lit place.

- h) any protection device is activated and operational when the vehicle is left unattended.
- i) any detachable equipment is removed from a vehicle when not in use. Drivers will be responsible for replacing stolen equipment where detachable radios, satellite navigation equipment etc., are not removed from the vehicle when leaving it unattended.
- j) any personal effects should be removed from the vehicle or left in a locked boot. Under no circumstances should items of Charity property, e.g. laptops, mobiles, be left in the vehicle unattended at any time. Personal effects which are not direct Charity property should be insured by the individual concerned.
- k) where applicable, drivers' information packs, breakdown / accident procedural notes etc. are kept within the vehicle at all times.
- l) the vehicle will remain the responsibility of the individual, until it is returned to the Charity.
- m) report any damage / incident that occurred during your use or was noticed by you, prior to your intended journey.
- n) mobile telephones are not used at any time whilst the vehicle is in motion, unless you have the correct 'hands-free' kit. Even with a hands-free kit, calls should be kept to an absolute minimum. Texting is strictly forbidden whilst the vehicle is in motion.
- o) it is the responsibility of each employee not to drive whilst they are on a course of medication where their judgment may be impaired, and they should notify the Charity of any medication courses.
- p) no driver or passenger smokes in a Charity vehicle.
- q) at no time should the driver of any Charity vehicle be distracted from giving their full concentration to driving for any reason. Should you need to check for directions, use a satellite navigation system, read a map, eat or drink etc you are expected to find a safe place to stop the vehicle first.
- r) there is a danger of driver distraction being caused by in-vehicle systems such as satellite navigation systems, congestion warning systems, PCs, multi-media, etc. You must exercise proper control of your vehicle at all times. Do not be distracted by maps or screen-based information (such as navigation or vehicle management systems) while driving or riding. If necessary find a safe place to stop.

Failure to comply with the above conditions or any other requirements of this policy may lead to disciplinary action and possible withdrawal of the use of vehicles.

Vehicles must be returned to the Charity immediately if you are requested to do so.

2. Servicing and Maintenance

Emergency breakdown cover may be provided initially under manufacturer warranties and drivers are requested to consult the Charity for details of this. In the absence of this, or on expiration of manufacturer cover, you are expected to contact the relevant breakdown recovery Charity.

All mechanical faults or damage to a vehicle should be reported to the Senior Operations Manager immediately.

3. Insurance

All Charity vehicles are insured through the Charity. Copies of all the relevant certificates of motor insurance are lodged with the Charity and are available for production as and when required.

Vehicles may be requested to be used for social, domestic and pleasure purposes on occasion, however all drivers are expected to be Authorised Drivers.

4. Authorised Drivers

Generally, only Charity employees to whom the vehicle is allocated will be allowed to drive Charity vehicles.

- a) Staff must be over 21+ years of age.
- b) They must be in possession of a current Department of Transport (Great Britain) full driving licence. An original copy of each authorised driver's licence will be required on a yearly basis for Insurer's records.
- c) They must not have any convictions for drink / driving offences.
- d) Learner drivers / holders of a provisional licence may not drive Charity cars / vans.
- e) The Charity may, at its absolute discretion, require the immediate return of a Charity vehicle if the allocated user is certified by a registered medical practitioner as being unfit to drive or if he is legally debarred from doing so.

5. Accidents

In the case of an accident, the first priority must always be for the welfare of the persons involved. Call for any medical assistance that may be required, and then contact the Charity.

If a Charity vehicle is involved in an accident resulting in damage to any vehicle, person or property:

- a) No admission of guilt should be given at the scene.

- b) Details of all parties involved and their vehicles should be taken. The other party will need to know that the vehicle is owned by the Charity and the Charity telephone number.
- c) An attempt should be made to obtain an independent witness. Passengers in vehicles involved in incidents are not classed as independent.
- d) The vehicle should only be driven if the driver is satisfied that it is safe to do so.
 - I. In the event of the car being involved in an accident, however trivial, it is the driver's responsibility to report this by immediately completing and returning written details of the accident to the Senior Operations Manager.
 - II. In the event of major accident repairs, immediate telephone contact must be made with the Charity, who will make arrangements for the vehicle to be removed to an approved repairer.
 - III. Drivers are responsible for reimbursement of the policy excess in the event of a "fault" claim or where the excess cannot be recovered from another party.

6. Motoring Offences

- a) All employees and other authorised drivers are responsible for knowing and complying with the requirements of the law and the Highway Code.
- b) All fines (e.g. parking, speeding, use of a mobile phone, smoking) are the responsibility of the driver and must be paid immediately. In the event that they are initially met by the Charity, they will be recovered from the driver, together with an administration charge.
- c) If the Charity incurs any fine as a result of your failure to obey the Highway Code, legislation and/or the rules and procedures contained in this vehicle policy, the Charity may look to you for recovery of all or part of any financial penalty incurred. You must agree, if requested, to reimburse the Charity for any financial penalty incurred by the Charity because of your actions or inactions. Should you refuse to provide reimbursement within a set timescale, the Charity reserves the right to deduct this money from your wages.
- d) All motoring offences, whether incurred during or outside of working hours, and whether in a Charity or privately owned vehicle, carrying a penalty in excess of three points must be reported by the driver to the Charity.
- e) If an authorised driver is disqualified from driving for ANY period, the authority to drive a Charity vehicle is automatically withdrawn. The driver must immediately advise the Charity. Following expiry of a period of

disqualification all previously authorised drivers must submit their driving licence for inspection.

Should, after consideration of the options available, an employee be unable to carry out their duties as a result of disqualification, the Charity may have no alternative than to terminate employment.

7. Overseas Motoring

If a Charity vehicle driver wishes to use a Charity vehicle for overseas private travel they must obtain written permission from the Senior Operations Manager. Permission is not automatic. Drivers will be expected to pay for their own fuel costs. In the event of an accident or breakdown whilst driving overseas, employees are responsible for any additional costs incurred and employees receiving permission will be required to arrange suitable vehicle breakdown cover at their own expense.

8. Own Vehicles

The miles which can be claimed are basically the increased miles travelled over and above the normal miles to and from work. This rule does not cover all circumstances but the claim should be fair and reasonable in all cases.

Drivers must ensure that their insurance covers business use. The Charity will reimburse business mileage at the current Inland Revenue approved rates. Should you have any queries, please contact the Senior Operations Manager.

9. Long Term Absence

In accordance with the Charity's policy relating to long term absence, through illness, suspension, unauthorised absence or any other form of absence the Charity reserves the right to withdraw Charity vehicles or to stop payment of car allowance.

The allocation of Charity vehicles to all directors and employees remains at the absolute discretion of the Charity and may be withdrawn at any time in line with business needs.

POLICY 15

Social Media Policy

We recognise that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media, such as Facebook, Twitter, blogs and wikis. However, employees' use of social media can pose risks to our confidential and proprietary information, and reputation, and can jeopardise our compliance with legal obligations.

To minimise these risks, to avoid loss of productivity and to ensure that our IT resources and communications systems are used only for appropriate business purposes, we expect employees to adhere to this policy.

1. Scope and Purpose of the Policy

This policy deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Wikipedia, all other social networking sites and all other internet postings, including blogs.

It applies to the use of social media for both business and personal purposes, whether during office hours or otherwise. The policy applies regardless of whether the social media is accessed using our IT facilities and equipment or equipment belonging to members of staff.

Breach of this policy may result in disciplinary action up to and including dismissal. Disciplinary action may be taken regardless of whether the breach is committed during working hours, and regardless of whether our equipment or facilities are used for the purpose of committing the breach. Any member of staff suspected of committing a breach of this policy will be required to co-operate with our investigation, which may involve handing over relevant passwords and login details.

Staff may be required to remove internet postings which are deemed to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

This policy is non-contractual in its effect and does not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

2. Personnel Responsible for Implementing the Policy

All managers have a specific responsibility for operating within the boundaries of this policy, ensuring that all staff understands the standards of behaviour expected of them and taking action when behaviour falls below its requirements.

All staff are responsible for the success of this policy and should ensure that they take the time to read and understand it. Any misuse of social media should be reported to a member of the Executive Team. Questions regarding the content or application of this policy should be directed to a member of the Executive Team.

3. Compliance with Related Policies and Agreements

Social media should never be used in a way that breaches any of our other policies. If an internet post would breach any of our policies in another forum, it will also breach them in an online forum. For example, employees are prohibited from using social media to:

- a) breach our Information and Communications Systems Policy;
- b) breach our obligations with respect to the rules of relevant regulatory bodies;
- c) breach any obligations they may have relating to confidentiality;
- d) defame or disparage the organisation or its affiliates, customers, clients, business partners, suppliers, vendors or other stakeholders;
- e) harass or bully other staff in any way or breach our Anti-harassment and Bullying Policy;
- b) unlawfully discriminate against other staff or third parties or breach our Equal Opportunities Policy;
- a) breach our Data Protection Policy (for example, never disclose personal information about a colleague online);
- b) breach any other laws or ethical standards (for example, never use social media in a false or misleading way, such as by claiming to be someone other than yourself or by making misleading statements).

Staff should never provide references for other individuals on social or professional networking sites, as such references, positive and negative, can be attributed to the organisation and create legal liability for both the author of the reference and the organisation.

Employees who breach any of the above policies will be subject to disciplinary action up to and including termination of employment.

4. Personal use of Social Media

We recognise that employees may work long hours and occasionally may desire to use social media for personal activities at the office or by means of our computers, networks and other IT resources and communications systems. We authorise such occasional use so long as it does not involve unprofessional or inappropriate content and does not interfere with your employment responsibilities or productivity. While using social media at work, circulating chain letters or other spam is never permitted. Circulating or posting commercial, personal, religious or political solicitations, or promotion of outside organisations unrelated to the organisation's business are also prohibited.

5. Monitoring

The contents of our IT resources and communications systems are our property. Therefore, staff should have no expectation of privacy in any message, files, data, document, facsimile, telephone conversation, social media post conversation or message, or any other kind of information or communications transmitted to, received or printed from, or stored or recorded on our electronic information and communications systems.

We reserve the right to monitor, intercept and review, without further notice, staff activities using our IT resources and communications systems, including but not limited to social media postings and activities, to ensure that our rules are being complied with and for legitimate business purposes and you consent to such monitoring by your

acknowledgement of this policy and your use of such resources and systems. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, log-ins, recordings and other uses of the systems as well as keystroke capturing and other network monitoring technologies.

We may store copies of such data or communications for a period of time after they are created and may delete such copies from time to time without notice.

Do not use our IT resources and communications systems for any matter that you wish to be kept private or confidential from the organisation.

For further information, please refer to our Information and Communications Systems Policy.

6. Business use of Social Media

If your duties require you to speak on behalf of the organisation in a social media environment, you must still seek approval for such communication from the Senior Operations Manager and/or a member of the Executive Team. Likewise, if you are contacted for comments about the organisation for publication anywhere, including in any social media outlet, direct the inquiry to a member of the Executive Team and do not respond without written approval. The use of social media for business purposes is subject to the remainder of this policy.

7. Responsible use of Social Media

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

Protecting our business reputation:

Staff must not post disparaging or defamatory statements about:

- a) our organisation;
- b) our clients;
- c) suppliers and vendors; and
- d) other affiliates and stakeholders,

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

- a) Staff should make it clear in social media postings that they are speaking on their own behalf. Write in the first person and use a personal e-mail address when communicating via social media.
- b) Staff are personally responsible for what they communicate in social media. Remember that what you publish might be available to be read by the masses (including the organisation itself, future employers and social acquaintances) for a long time. Keep this in mind before you post content.

- c) If you disclose your affiliation as an employee of our organisation, you must also state that your views do not represent those of your employer. For example, you could state, "the views in this posting do not represent the views of my employer". You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.
- d) Avoid posting comments about sensitive business-related topics, such as our performance. Even if you make it clear that your views on such topics do not represent those of the organisation, your comments could still damage our reputation.
- e) If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from making the communication until you discuss it with the Senior Operations Manager.
- f) If you see content in social media that disparages or reflects poorly on our organisation or our stakeholders, you should contact the Senior Operations Manager. All staff are responsible for protecting our business reputation.

Respecting intellectual property and confidential information:

- a) Staff should not do anything to jeopardise our valuable trade secrets and other confidential information and intellectual property through the use of social media.
- b) In addition, staff should avoid misappropriating or infringing the intellectual property of other companies and individuals, which can create liability for the organisation, as well as the individual author.
- c) Do not use our logos, brand names, slogans or other trademarks, or post any of our confidential or proprietary information without prior written permission.
- d) The contact details of business contacts made during the course of your employment are regarded as our confidential information, and as such you will be required to delete all such details from your personal social networking accounts, such as Facebook accounts or LinkedIn accounts, on termination of employment.

Respecting colleagues, clients, partners and suppliers:

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

POLICY 16

Information & Communications System Policy

Our electronic communications systems and equipment are intended to promote effective communication and working practices within our organisation and are critical to the success of our business. This policy deals mainly with the use (and misuse) of computer equipment, e-mail, the internet, telephones, Smart-phones, tablets and voicemail, but it applies equally to the use of fax machines, copiers, scanners, CCTV, and electronic key fobs and cards. It outlines the standards we require users of these systems to observe, the circumstances in which we will monitor use of these systems and the action we will take in respect of breaches of these standards.

All staff are expected to protect our electronic communications systems and equipment from unauthorised access and harm at all times. Failure to do so may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

This policy is non-contractual in its effect and does not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

1. Equipment Security and Passwords

Staff are responsible for the security of the equipment allocated to or used by them, and must not allow it to be used by anyone other than as permitted by this policy.

If given access to the e-mail system or to the internet, staff are responsible for the security of their terminals. If leaving a terminal unattended or on leaving the office they should ensure that they lock their terminal or log off to prevent unauthorised users accessing the system in their absence. Staff without authorisation should only be allowed to use terminals under supervision.

Desktop PCs and cabling for telephones or computer equipment should not be moved or tampered with without first consulting a member of the Executive Team.

Passwords are unique to each user and must be changed regularly to ensure confidentiality. Passwords must be kept confidential and must not be made available to anyone else unless authorised by the Senior Operations Manager. For the avoidance of doubt, on the termination of employment (for any reason) staff must provide details of their passwords to the Senior Operations Manager and return any equipment, key fobs or cards.

Staff who have been issued with a laptop, tablet or Smart-phone must ensure that it is kept secure at all times, especially when travelling. Passwords must be used to secure access to data kept on such equipment to ensure that confidential data is protected in the event of loss or theft. Staff should also be aware that when using equipment away from the workplace, documents may be read by third parties, for example, passengers on public transport.

2. Systems and Data Security

Staff should not delete, destroy or modify existing systems, programs, information or data which could have the effect of harming our business or exposing it to risk.

Staff should not download or install software from external sources without authorisation from a member of the Executive Team. This includes software programs, instant messaging programs, screensavers, photos, video clips and music files. Incoming files and data should always be virus-checked by a member of the Executive Team before they are downloaded. If in doubt, staff should seek advice.

No device or equipment should be attached to our systems without the prior approval of a member of the Executive Team. This includes any USB flash drive, MP3 or similar device, tablet or telephone. It also includes use of the USB port, infra-red connection port or any other port.

We monitor all e-mails passing through our system for viruses. You should exercise caution when opening e-mails from unknown external sources or where, for any reason, an e-mail appears suspicious (for example, if its name ends in .ex). A member of the Executive Team should be informed immediately if a suspected virus is received. We reserve the right to block access to attachments to e-mails for the purpose of effective use of the system and for compliance with this part of our handbook. We also reserve the right not to transmit any e-mail message.

Staff should not attempt to gain access to restricted areas of the network, or to any password-protected information, unless specifically authorised.

Staff using laptops or Wi-Fi enabled equipment must be particularly vigilant about its use outside the office and take any precautions required by a member of the Executive Team from time to time against importing viruses or compromising the security of the system. The system contains information which is confidential to our business and/or which is subject to data protection legislation. Such information must be treated with extreme care and in accordance with our Data Protection Policy: Privacy Standard.

3. E-mail Etiquette and Content

E-mail is a vital business tool, but an informal means of communication, and should be used with great care and discipline. Staff should always consider if e-mail is the appropriate means for a particular communication and correspondence sent by e-mail should be written as professionally as a letter or fax. Messages should be concise and directed only to relevant individuals.

Staff should ensure that they access and respond to their e-mails regularly, stay in touch by remote access when travelling and use an out of office response when away from the office.

Staff should not send abusive, obscene, discriminatory, racist, harassing, derogatory or defamatory e-mails. Anyone who feels that they have been harassed or bullied, or are offended by material received from a colleague via e-mail should inform the Senior Operations Manager.

Staff should take care with the content of e-mail messages, as incorrect or improper statements can give rise to claims for discrimination, harassment, defamation, breach of

confidentiality or breach of contract. Staff should assume that e-mail messages may be read by others and not include anything which would offend or embarrass any reader, or themselves, if it found its way into the public domain.

E-mail messages may be disclosed in legal proceedings in the same way as paper documents. Deletion from a user's inbox or archives does not mean that an e-mail cannot be recovered for the purposes of disclosure. All e-mail messages should be treated as potentially retrievable, either from the main server or using specialist software.

In general, staff should not:

- a) send or forward private e-mails at work which they would not want a third party to read;
- b) send or forward chain mail, junk mail, cartoons, jokes or gossip;
- c) contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding e-mails to those who do not have a real need to receive them;
- d) sell or advertise using our communication systems or broadcast messages about lost property, sponsorship or charitable appeals; the message board public folder should be used for these purposes;
- e) agree to terms, enter into contractual commitments or make representations by e-mail unless appropriate authority has been obtained. A name typed at the end of an e-mail is a signature in the same way as a name written at the end of a letter;
- f) download or e-mail text, music and other content on the internet subject to copyright protection, unless it is clear that the owner of such works allows this;
- g) send messages from another worker's computer or under an assumed name unless specifically authorised; or
- h) send confidential messages via e-mail or the internet, or by other means of external communication which are known not to be secure.

Staff who receive a wrongly-delivered e-mail should return it to the sender. If the e-mail contains confidential information or inappropriate material (as described above) it should not be disclosed or used in any way and must be deleted immediately upon detection.

4. Use of the Internet

When a website is visited, devices such as cookies, tags or web beacons may be employed to enable the site owner to identify and monitor visitors. This could potentially be a source of embarrassment to the visitor and us, especially if inappropriate material has been accessed, downloaded, stored or forwarded from the website. Such actions may also, in certain circumstances, amount to a criminal offence if, for example, the material is pornographic in nature.

Staff should therefore not access any web page or any files (whether documents, images or other) downloaded from the internet which could, in any way, be regarded as illegal, offensive, in bad taste or immoral. While content may be legal in the UK, it may be in

sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of our Information and Communications Systems Policy.

Staff should not under any circumstances use our systems to participate in any internet chat room, post messages on any internet message board or set up or log text or information on a blog or wiki, except in their own time.

5. Personal use of systems

We permit the incidental use of internet, e-mail and telephone systems to send personal e-mail, browse the internet and make personal telephone calls subject to certain conditions set out below. Personal use is a privilege and not a right. It must be neither abused nor overused and we reserve the right to withdraw our permission at any time.

The following conditions must be met for personal usage to continue:

- a) use must be minimal and take place substantially out of normal working hours (that is, during lunch hours, before or after work);
- b) use must not interfere with business or office commitments;
- c) use must comply with our policies including the Equal Opportunities Policy, Anti-harassment Policy, Data Protection Policy and Disciplinary Procedure.

Staff should be aware that personal use of our systems may be monitored and, where breaches are found, action may be taken under the disciplinary procedure. We reserve the right to restrict or prevent access to certain telephone numbers or internet sites if we consider personal use to be excessive.

6. Monitoring of use of Systems

Our systems enable us to monitor telephone, e-mail, voicemail, internet and other communications. In the legitimate interests of the business use of our systems including the telephone and computer systems, and any personal use of them, is continually monitored.

What type of monitoring is carried out e.g. keystroke, sent and received email numbers, contents of emails and messages, voice recordings, private and Charity emails etc.

We reserve the right to retrieve the contents of email messages, instant messenger communications, mobile phone text based or voice messages or to check internet usage (including pages visited and searches made) as reasonably necessary in the interests of the business, including for the following purposes (this list is not exhaustive):

- a) to monitor whether the use of the e-mail system or the internet is legitimate and in accordance with Charity policies;
- b) to find lost messages or to retrieve messages lost due to computer failure or user error;
- c) to assist in the investigation of alleged wrongdoing; or
- d) to comply with any legal obligation.

7. Inappropriate use of Equipment and Systems

Access is granted to the internet, telephones and other electronic systems for legitimate business purposes only. Incidental personal use is only permissible provided it is in full compliance with our rules, policies and procedures (including this policy, the Equal Opportunities Policy, Anti-harassment Policy, Data Protection Policy and Disciplinary Procedure).

Misuse or excessive use or abuse of our telephone or e-mail system, or inappropriate use of the internet in breach of this policy will be dealt with under our Disciplinary Procedure. Misuse of the internet can, in certain circumstances, constitute a criminal offence. In particular, misuse of the e-mail system or inappropriate use of the internet by participating in online gambling or chain letters or by creating, viewing, accessing, transmitting or downloading any of the following material will amount to gross misconduct (this list is not exhaustive):

- a) pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
- b) offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;
- c) a false and defamatory statement about any person or organisation;
- d) material which is discriminatory, offensive, derogatory or may cause embarrassment to others;
- e) confidential information about us or any of our staff or clients (which you do not have authority to access);
- f) any other statement which is likely to create any liability (whether criminal or civil, and whether for you or us); or
- g) material in breach of copyright.

Any such action will be treated very seriously and is likely to result in summary dismissal.

Where evidence of misuse is found we may undertake a more detailed investigation in accordance with our Disciplinary Procedure, involving the examination and disclosure of monitoring records to those nominated to undertake the investigation and any witnesses or managers involved in our Disciplinary Procedure. If necessary such information may be handed to the police in connection with a criminal investigation.

POLICY 17

Anti-Corruption & Bribery Policy

It is our policy to conduct all of our business in an honest and ethical manner. We are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery.

We will uphold all laws relevant to countering bribery and corruption. However, we remain bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct both at home and abroad.

The purpose of this policy is to:

- a) set out our responsibilities, and of those working for us, in observing and upholding our position on bribery and corruption; and
- b) provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.

This policy is non-contractual in its effect and does not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

It is a criminal offence to offer, promise, give, request, or accept a bribe. Individuals found guilty can be punished by up to ten years' imprisonment and/or a fine. As an employer if we fail to prevent bribery we can face an unlimited fine, exclusion from tendering for public contracts, and damage to our reputation. We therefore take our legal responsibilities very seriously.

In this policy, **third party** means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

1. Who must Comply with this Policy?

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners, sponsors, or any other person associated with us, wherever located (collectively referred to as **workers** in this policy).

2. What are Bribery and Corruption?

Bribery is offering, promising, giving or accepting any financial or other advantage, to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly, or where the recipient would act improperly by accepting the advantage.

A person acts **improperly** where they act illegally, unethically, or contrary to an expectation of good faith or impartiality, or where they abuse a position of trust. The improper acts may be in relation to any business or professional activities, public functions, acts in the course of employment, or other activities by or on behalf of any organisation of any kind.

Corruption is the abuse of entrusted power or position for private gain.

3. What you Must not do

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

- a) give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- b) give or accept a gift or hospitality during any commercial negotiations or tender process, if this could be perceived as intended or likely to influence the outcome;
- c) accept hospitality from a third party that is unduly lavish or extravagant under the circumstances.
- d) accept a payment, gift or hospitality from a third party that you know or suspect is offered with the expectation that it we will provide a business advantage for them or anyone else in return;
- e) offer or accept a gift to or from government officials or representatives, or politicians or political parties;
- f) threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or
- g) engage in any activity that might lead to a breach of this policy.

4. What is not Acceptable?

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

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

- f) engage in any activity that might lead to a breach of this policy.

5. Facilitation Payments and Kickbacks

We do not make, and will not accept, facilitation payments or "kickbacks" of any kind.

Facilitation payments, also known as "back-handers" are typically small, unofficial payments made to secure or expedite a routine or necessary action (for example by a government official). They are not common in the UK, but are common in some other jurisdictions.

Kickbacks are typically payments made in return for a business favour or advantage.

All workers must avoid any activity that might lead to a facilitation payment or kickback being made or accepted by us or on our behalf, or that might suggest that such a payment will be made or accepted. If you are asked to make a payment on our behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with a member of the Executive Team.

6. Gifts, Hospitality and Expenses

This policy allows reasonable and appropriate hospitality or entertainment given to or received from third parties, for the purposes of:

- a) establishing or maintaining good business relationships;
- b) improving or maintaining our image or reputation; or
- c) marketing or presenting our products and/or services effectively.

The giving and accepting of gifts is allowed if the following requirements are met:

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

Promotional gifts of low value such as branded stationery to or from existing customers, suppliers and business partners will usually be acceptable.

Reimbursing a third party's expenses or accepting an offer to reimburse our expenses, (for example, the costs of attending a business meeting) would not usually amount to bribery. However, a payment in excess of genuine and reasonable business expenses (such as the cost of an extended hotel stay) is not acceptable.

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

7. Potential Risk Scenarios: "red flags"

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

If you encounter any of these red flags while working for us, you must report them promptly to a member of the Executive Team using the procedure set out in the whistleblowing policy:

- a) you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
- b) you learn that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;
- c) a third party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;
- d) a third party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- e) a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- f) a third party requests an unexpected additional fee or commission to "facilitate" a service;
- g) a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- h) a third party requests that a payment is made to "overlook" potential legal violations;
- i) a third party requests that you provide employment or some other advantage to a friend or relative;

- j) you receive an invoice from a third party that appears to be non-standard or customised;
- k) a third party insists on the use of side letters or refuses to put terms agreed in writing;
- l) you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- m) a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us;
- n) you are offered an unusually generous gift or offered lavish hospitality by a third party.

8. Your Responsibilities

You must ensure that you read, understand and comply with this policy.

The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. All workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.

You must notify a member of the Executive Team as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business.

Any employee who breaches this policy could face disciplinary action, which could result in dismissal for gross misconduct. We reserve our right to terminate our contractual relationship with agency or other workers if they breach this policy.

9. Record-Keeping

We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.

You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to managerial review.

You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.

All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept "off-book" to facilitate or conceal improper payments.

10. How to Raise a Concern

You are encouraged to raise concerns about any issue or suspicion of bribery or corruption at the earliest possible stage.

If you are offered a bribe, or are asked to make one, or if you believe or suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify a member of the Executive Team and / or report it in accordance with our Whistleblowing Policy as soon as possible.

If you are unsure about whether a particular act constitutes bribery or corruption, raise it with a member of the Executive Team.

11. Protection

Employees who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the Senior Operations Manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

12. Training and communication

Training on this policy forms part of the induction process for all new workers. All existing workers will receive regular, relevant training on how to implement and adhere to this policy.

Our approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate thereafter.

POLICY 18

Anti-Harassment & Bullying Policy

The purpose of this policy is to ensure that all staff are treated and treat others with dignity and respect, free from harassment and bullying. All staff should take the time to ensure they understand what types of behaviour are unacceptable under this policy.

This policy covers harassment or bullying which occurs both in and out of the workplace, such as on business trips or at events or work-related social functions. It covers bullying and harassment by staff and also by third parties such as customers, suppliers or visitors to our premises. This policy is non-contractual in its effect and does not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

Staff must treat colleagues and others with dignity and respect and should always consider whether their words or conduct could be offensive. Even unintentional harassment or bullying is unacceptable.

We will take allegations of harassment or bullying seriously and address them promptly and confidentially where possible. Harassment or bullying by an employee will be treated as misconduct under our Disciplinary Procedure. In some cases, it may amount to gross misconduct leading to summary dismissal.

1. What the Law Says

The Equality Act 2010 prohibits harassment related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. For more information see our Equal Opportunities Policy.

The Protection from Harassment Act 1997 also makes it unlawful to pursue a course of conduct which you know or ought to know would be harassment, which includes causing someone alarm or distress.

Under the Health and Safety at Work Act 1974 staff are entitled to a safe place and system of work.

Individual members of staff may in some cases be legally liable for harassment of colleagues and may be ordered to pay compensation by a court or employment tribunal.

2. What is Harassment?

Harassment is any unwanted physical, verbal or non-verbal conduct which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.

It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.

Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.

Harassment may include, for example:

- a) unwanted physical conduct or "horseplay", including touching, pinching, pushing, grabbing, brushing past someone, invading their personal space, and more serious forms of physical or sexual assault;
- b) unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless), and suggestions that sexual favours may further a career or that a refusal may hinder it;
- c) continued suggestions for social activity after it has been made clear that such suggestions are unwelcome;
- d) sending or displaying material that is pornographic or that some people may find offensive (including e-mails, text messages, video clips and images sent by mobile phone or posted on the internet);
- e) offensive or intimidating comments or gestures, or insensitive jokes or pranks;
- f) mocking, mimicking or belittling a person's disability;
- g) racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group or gender;
- h) outing or threatening to out someone as gay or lesbian; or
- i) ignoring or shunning someone, for example, by deliberately excluding them from a conversation or a workplace social activity.

A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if they create an offensive environment for him.

3. What is Bullying?

Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority but can include both personal strength and the power to coerce through fear or intimidation.

Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:

- a) shouting at, being sarcastic towards, ridiculing or demeaning others;
- b) physical or psychological threats;
- c) overbearing and intimidating levels of supervision;
- d) inappropriate and/or derogatory remarks about someone's performance;

- e) abuse of authority or power by those in positions of seniority; or
- f) deliberately excluding someone from meetings or communications without good reason.

Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

You should disclose any instances of harassment or bullying of which you become aware to the Senior Operations Manager.

4. Informal Steps

If you are being bullied or harassed, you should initially consider raising the problem informally with the person responsible, if you feel able. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to the Senior Operations Manager, who can provide confidential advice and assistance in resolving the issue formally or informally.

If you are not certain whether an incident or series of incidents amount to bullying or harassment, you should initially contact the Senior Operations Manager informally for confidential advice.

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

5. Raising a Formal Complaint

If you wish to make a formal complaint about bullying or harassment, you should submit it in writing to the Senior Operations Manager, whose role is to achieve a solution wherever possible and to respect the confidentiality of all concerned. If the matter concerns that person, you should refer it to another member of the management team.

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

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

6. Formal Investigations

We will investigate complaints in a timely and confidential manner. Individuals not involved in the complaint or the investigation should not be told about it. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint. The investigation should be thorough, impartial and objective, and carried out with sensitivity and due respect for the rights of all parties concerned.

We will arrange a meeting with you, usually within one week of receiving your complaint, so that you can give your account of events. You have the right to be accompanied by a colleague or a trade union representative of your choice, who must respect the confidentiality of the investigation. You will be given a provisional timetable for the investigation. The investigator will arrange further meetings with you as appropriate throughout the investigation.

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

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

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

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

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

7. Action Following the Investigation

If the Senior Operations Manager considers that harassment or bullying has occurred, prompt action will be taken to address it.

Where the harasser or bully is an employee the matter will be dealt with as a case of possible misconduct or gross misconduct under our Disciplinary Procedure.

Where the harasser or bully is a third party, appropriate action might include putting up signs setting out acceptable and unacceptable behaviour; speaking or writing to the person and/or their superior about their behaviour; or, in very serious cases, banning them from the premises or terminating a contract with them.

Whether or not your complaint is upheld, we will consider how best to manage the ongoing working relationship between you and the alleged harasser or bully. It may be appropriate to arrange some form of mediation and/or counselling, or to change the duties, working location or reporting lines of one or both parties.

Any staff member who deliberately provides false information or otherwise acts in bad faith as part of an investigation may be subject to action under our Disciplinary Procedure.

Where the alleged harasser is a member of the Executive Team, it is likely that the matter will be handled (in accordance with this policy) by a Trustee or Trustees.

8. Appeals

If you are not satisfied with the outcome you may appeal in writing to the Senior Operations Manager stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.

We will hold an appeal meeting, normally within one week of receiving your written appeal. This will be dealt with impartially and where possible by a member of the Executive Team who has not previously been involved in the case (although they may ask anyone previously involved to be present). You may bring a colleague or trade union representative to the meeting.

We will confirm our final decision in writing, usually within one week of the appeal hearing. This is the end of the procedure and there is no further appeal.

9. Protection and Support for those Involved

Staff who make complaints or who participate in good faith in any investigation conducted under this policy must not suffer any form of retaliation or victimisation as a result.

If you believe you have suffered any such treatment you should inform the Senior Operations Manager. If the matter is not remedied you should raise it formally using our Grievance Procedure or this procedure if appropriate.

Anyone found to have retaliated against or victimised someone for making a complaint or assisting in good faith with an investigation under this procedure will be subject to disciplinary action under our Disciplinary Procedure.

10. Confidentiality and Data Protection

Confidentiality is an important part of the procedures provided under this policy. Everyone involved in the operation of the policy, whether making a complaint or involved in any investigation, is responsible for observing the high level of confidentiality that is required. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis.

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

Breach of confidentiality may give rise to disciplinary action under our Disciplinary Procedure.

POLICY 19

Anti-Slavery & Human Trafficking Policy

Policy statement

Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We have a zero-tolerance approach to modern slavery and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.

We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our disclosure obligations under the Modern Slavery Act 2015. We expect the same high standards from all of our contractors, suppliers and other business partners, and as part of our contracting processes, we include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and we expect that our suppliers will hold their own suppliers to the same high standards.

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

We may amend this policy at any time. This policy is non-contractual in its effect and does not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

1. Responsibility for the policy

The Senior Management Team has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

The Executive Team has primary and day-to-day responsibility for implementing this policy, monitoring its use and effectiveness, dealing with any queries about it, and auditing internal control systems and procedures to ensure they are effective in countering modern slavery.

Management at all levels are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate and regular training on it and the issue of modern slavery in supply chains.

You are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries are encouraged and should be addressed to the Senior Operations Manager.

2. Compliance with the policy

You must ensure that you read, understand and comply with this policy.

The prevention, detection and reporting of modern slavery in any part of our business or supply chains is the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.

You must notify a member of the Executive Team as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future.

You are encouraged to raise concerns about any issue or suspicion of modern slavery in any parts of our business or supply chains of any supplier tier at the earliest possible stage.

If you believe or suspect a breach of this policy has occurred or that it may occur you must notify a member of the Executive Team or report it in accordance with our Whistleblowing Policy as soon as possible.

If you are unsure about whether a particular act, the treatment of workers more generally, or their working conditions within any tier of our supply chains constitutes any of the various forms of modern slavery, raise it with your manager.

We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken. We are committed to ensuring no one suffers any detrimental treatment as a result of reporting in good faith their suspicion that modern slavery of whatever form is or may be taking place in any part of our own business or in any of our supply chains. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform a member of the Executive Team immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

3. Communication and awareness of this policy

Training on this policy, and on the risk our business faces from modern slavery in its supply chains, forms part of the induction process for all individuals who work for us, and regular training will be provided as necessary.

Our zero-tolerance approach to modern slavery must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and reinforced as appropriate thereafter.

4. Breaches of this policy

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.

We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

POLICY 20

Whistleblowing Policy

We are committed to conducting our business with honesty and integrity, and we expect all staff to maintain similar high standards. However, all organisations face the risk of things going wrong from time to time, or of unknowingly harbouring illegal or unethical conduct. A culture of openness and accountability is essential in order to prevent such situations occurring or to address them when they do occur.

The aims of this policy are:

- a) To encourage staff to report suspected wrongdoing as soon as possible, in the knowledge that their concerns will be taken seriously and investigated as appropriate, and that their confidentiality will be respected.
- b) To provide staff with guidance as to how to raise those concerns.
- c) To reassure staff that they should be able to raise genuine concerns without fear of reprisals, even if they turn out to be mistaken.

This policy takes account of the Whistleblowing Arrangements Code of Practice issued by the British Standards Institute and Protect. This policy is non-contractual in its effect and does not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

1. What is Whistleblowing?

Whistleblowing is the disclosure of information which relates to suspected wrongdoing or dangers at work. This may include:

- a) criminal activity;
- b) miscarriages of justice;
- c) danger to health and safety;
- d) damage to the environment;
- e) failure to comply with any legal or professional obligation or regulatory requirements;
- f) financial fraud or mismanagement;
- g) negligence;
- h) unauthorised disclosure of confidential information;
- i) the deliberate concealment of any of the above matters.

A **whistleblower** is a person who raises a genuine concern relating to any of the above. If you have any genuine concerns related to suspected wrongdoing or danger affecting any of our activities (a **Whistleblowing concern**) you should report it under this policy.

This policy should not be used for complaints relating to your own personal circumstances, such as the way you have been treated at work. In those cases you should use the Grievance Procedure or Anti-harassment and Bullying Policy as appropriate.

If you are uncertain whether something is within the scope of this policy you should seek advice from the Senior Operations Manager.

1. Raising a Whistleblowing Concern

We hope that in many cases you will be able to raise any concerns with the Senior Operations Manager. You may tell them in person or put the matter in writing if you prefer. They may be able to agree a way of resolving your concern quickly and effectively. In some cases they may refer the matter to someone in the Charity designated to deal with such matters.

However, where the matter is more serious, or you feel that the Senior Operations Manager has not addressed your concern, or you prefer not to raise it with them for any reason, you should raise it with a member of the Executive Team.

We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

We will take down a written summary of your concern and provide you with a copy after the meeting. We will also aim to give you an indication of how we propose to deal with the matter.

2. Confidentiality

We hope that staff will feel able to voice Whistleblowing concerns openly under this policy. However, if you want to raise your concern confidentially, we will make every effort to keep your identity secret. If it is necessary for anyone investigating your concern to know your identity, we will discuss this with you.

We do not encourage staff to make disclosures anonymously. Proper investigation may be more difficult or impossible if we cannot obtain further information from you. It is also more difficult to establish whether any allegations are credible. Whistleblowers who are concerned about possible reprisals if their identity is revealed should come forward and appropriate measures can then be taken to preserve confidentiality. If you are in any doubt you can seek advice from Protect, the independent Whistleblowing charity, who offer a confidential helpline. Their contact details are at the end of this policy.

3. External Disclosures

The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.

The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. It will very rarely if ever be appropriate to alert the media. We strongly encourage you to seek advice before

reporting a concern to anyone external. The independent Whistleblowing charity, Protect (see below for contact details), operates a confidential helpline. They also have a list of prescribed regulators for reporting certain types of concern. Their contact details are at the end of this policy.

Whistleblowing concerns usually relate to the conduct of our staff, but they may sometimes relate to the actions of a third party, such as a customer, service user, supplier or service provider. In some circumstances the law will protect you if you raise the matter with the third party directly. However, we encourage you to report such concerns internally first. You should contact the Senior Operations Manager or another member of our management team for guidance.

4. Investigation and Outcome

Once you have raised a concern, we will carry out an initial assessment to determine the scope of any investigation. We will inform you of the outcome of our assessment. You may be required to attend additional meetings in order to provide further information.

In some cases we may appoint an investigator or team of investigators including staff with relevant experience of investigations or specialist knowledge of the subject matter. The investigator(s) may make recommendations for change to enable us to minimise the risk of future wrongdoing.

We will aim to keep you informed of the progress of the investigation and its likely timescale. However, sometimes the need for confidentiality may prevent us giving you specific details of the investigation or any disciplinary action taken as a result. You should treat any information about the investigation as confidential.

If we conclude that a whistleblower has made false allegations maliciously or with a view to personal gain, the whistleblower will be subject to disciplinary action.

5. If you are not Satisfied

While we cannot always guarantee the outcome you are seeking, we will try to deal with your concern fairly and in an appropriate way. By using this policy you can help us to achieve this.

If you are not happy with the way in which your concern has been handled, you can raise it with a member of the Executive team or a Charity official.

6. Protection and Support for Whistleblowers

It is understandable that whistleblowers are sometimes worried about possible repercussions. We aim to encourage openness and will support staff who raise genuine concerns under this policy, even if they turn out to be mistaken.

Staff must not suffer any detrimental treatment as a result of raising a concern. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform a member of our Executive Team or a

Charity official immediately. If the matter is not remedied you should raise it formally using our Grievance Procedure.

Staff must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct you may be subject to disciplinary action.

7. Responsibility for the Success of this Policy

All staff are responsible for the success of this policy and should ensure that they use it to disclose any suspected danger or wrongdoing. Staff are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed initially to the Senior Operations Manager.

Protect
(Independent Whistleblowing
charity)

Helpline: (020) 3117 2520
E-mail: [whistle@protect-
advice.co.uk](mailto:whistle@protect-advice.co.uk)
Website: www.pcaw.co.uk

POLICY 21

Time Off For Dependents Policy

The law recognises and we respect that there will be occasions when you will need to take time off work to deal with unexpected events involving one of your dependants.

This time off for dependants policy gives all employees the right to take a reasonable amount of unpaid time off work to deal with certain situations affecting their dependants. We are committed to a programme of action to make this policy effective and to bring it to the attention of all employees. This policy is non-contractual in its effect and does not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

No-one who takes time off in accordance with this policy will be subjected to any detriment.

1. The Right to Reasonable Unpaid Time Off

All employees have a right to take a reasonable amount of unpaid time off work when it is necessary to:

- a) provide assistance when a dependant falls ill, gives birth, is injured or assaulted;
- b) make longer-term care arrangements for a dependant who is ill or injured;
- c) take action required in consequence of the death of a dependant;
- d) deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant; and/or
- e) deal with an unexpected incident involving their child during school hours (or those of another educational establishment).

A **dependant** for the purposes of this policy is:

- a) your spouse, civil partner, parent or child;
- b) a person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or
- c) anyone else who reasonably relies on you to provide assistance, make arrangements or take action of the kind referred to above.

Employees are only entitled to take time off under this policy to provide personal care for a dependant where there is an immediate crisis. If you know well in advance that you wish to take time off to care for a dependant yourself, rather than arrange for someone else to do so, this policy will not apply. You should take advice from the Senior Operations Manager if you need to take time off work in these circumstances.

For the right to time off under this policy to arise, it must be necessary for you to take action in relation to a dependant. Whether action is necessary will depend on the nature of the problem, the closeness of the relationship between you, and whether someone else is available to assist. Action is unlikely to be considered necessary if you knew in advance

that a problem might arise but didn't make alternative arrangements for a dependant's care.

Reasonable time off in relation to a particular problem will not normally be more than one day. However, we will always consider each set of circumstances on their facts.

2. Exercising the Right to time off

You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell the Senior Operations Manager:

- a) the reason for your absence; and
- b) how long you expect to be away from work.

If you fail to notify us as required you may be subject to disciplinary proceedings for taking unauthorised time off.

Where it is possible to do so in advance or when you return to work after taking time off under this policy, we might ask you to provide evidence for your reasons for taking the time off. Suspected abuse of this policy will be dealt with as a disciplinary issue.

POLICY 22

Time Off For Public Duties Policy

We wish to enable employees to perform any public duties that they may be committed to undertake and so will give them time off to do so where it does not conflict with the operational needs of our business. We are not obliged to grant employees paid leave for these purposes. The circumstances in which we are prepared to do so are set out below.

This policy is non-contractual in its effect and does not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

1. Jury Service

You should tell the Senior Operations Manager as soon as you are summoned for jury service and provide a copy of your summons if requested.

Depending on the demands of our business we may request that you apply to be excused from or defer your jury service.

We will not pay you while you are absent on jury service. You will be advised at court of the expenses and loss of earnings that you can claim.

2. Voluntary Public Service

Employees are entitled to a reasonable amount of unpaid time off work to carry out certain public duties.

Public service duties include service as a:

- a) Tribunal member.
- b) Magistrate.
- c) Local councillor.
- d) Member of an NHS Trust.
- e) Prison visitor.
- f) Lay visitor to police stations.
- g) School governor.

If you are unsure whether a public service that you perform is covered by this policy you should speak to the Senior Operations Manager.

As soon as you are aware that you will require time off for performance of a public service you should notify the Senior Operations Manager in writing, providing full details of the time off that is being requested and the reasons for your request. In order that arrangements can be made to cover your duties in your absence you should make your request in good time.

We will agree to requests for time off to undertake public duties wherever reasonably possible. If it is not possible to accept a request you will be given written reasons for our decision.

Each request for time off will be considered on its merits, in the circumstances in which it is made including:

- a) Whether the activity is reasonable in relation to your employment.
- b) How much time off is reasonably required for the duty in question.
- c) How much time off you have already taken for the public duty in question.
- d) How your absence will affect our business.

3. Reserve Forces Duties

We are aware that employees who are members of the Reserve Forces (the Territorial Army, Royal Navy Reserve, Royal Marines Reserve or Royal Auxiliary Air Force) may be called-up at any time to be used on full-time operations and will be expected to attend regular training.

We are under no obligation to offer leave (either paid or unpaid) for reservist employees to undertake training and expect existing holiday entitlement to be used to meet reservist commitments. In exceptional circumstances we may grant additional leave (either paid or unpaid) in order for these commitments to be met.

If we receive notice that you have been called-up we may apply to an adjudication officer for the notice to be deferred or revoked if your absence would cause serious harm to our business (which could not be prevented by the grant of financial assistance).

Once your military service has ended you may submit a written application for reinstatement to your employment. This should be made by the third Monday following the end of your military service and you should notify us of the date on which you will be available to restart work.

If it is not reasonable and practicable to reinstate you into your former employment we will offer you the most favourable occupation on the most favourable terms and conditions which are reasonable and practicable providing such roles exist in our organisation.

POLICY 23

Adverse Weather Policy

The policy will be monitored on an on-going basis and the Charity will monitor that all employees are advised of the policy.

Introduction

In recent years severe weather conditions have adversely affected some staff's ability to get into work therefore this policy has been developed to cover situations, such as heavy snow, flooding, or severe weather warnings.

Policy Aims

The Charity recognises the need to safely maintain its operation during adverse weather conditions, whilst maintaining its duty of care to employees. This policy is based on the clear principle that in accordance with an employee's contract of employment they are required to attend for work in order to receive payment.

This policy is intended to provide guidance within which these circumstances can be dealt with effectively ensuring all employees are treated fairly and consistently. This policy is non-contractual in its effect and does not form part of normal terms and conditions of employment, unless otherwise stated in your contract of employment.

1. The Charity's Responsibilities

The Charity will use appropriate methods of informing staff, clients and members of the general public of changes to operations in the event of adverse weather conditions.

Only in very exceptional circumstances will the Charity close buildings. In this case we will issue a direct instruction to staff regarding the need to close buildings or reduce service provision due to extreme weather conditions. Full instructions will be provided to all staff in such circumstances.

2. The Employee's Responsibilities

An employee should inform the Senior Operations Manager should they feel that their personal safety and /or that of others is at risk in the event of adverse weather conditions.

All employees are expected to make a genuine effort to report for work at the recognised start time, which could entail having to make special arrangements to ensure that they can attend each day. If an employee is late or cannot reach work they must telephone the Senior Operations Manager as soon as possible to explain the situation.

PLEASE NOTE: Existing timescales for reporting sickness absence should be used for this purpose.

Following discussion between the Senior Operations Manager and you, consideration may be given to the employee working from home or from another site that they are able to get to. In such circumstances and where the staff member is unable to undertake their

normal duties it will be expected that he/ she will assist in any other area of business that requires support. Employees shall not unreasonably refuse to comply with temporary redeployment to an alternative base or undertake other duties.

Factors to be taken into account when deciding if the employee has met with their responsibilities within this policy include assessing:

- a) The employees attempts to attend work.
- b) Whether any special arrangements were considered by the employee.
- c) The likelihood of the employee attending work when considering transport links, means of transport and any other methods of travel at their disposal.
- d) Whether employees from the same geographical area have successfully attended work.

If the Charity is not satisfied with the above, or the employee fails to notify the Senior Operations Manager of their circumstances and/or absence, it may, where appropriate, consider disciplinary action.

3. On the First Day of Bad Weather

Where an employee arrives late or leaves early, or is unable to attend work for their contracted hours and your Senior Operations Manager is satisfied with the employee's explanation, the employee may be granted paid leave for the period absent from work.

Should an employee request to leave early due to worsening weather a manager will give this favourable consideration. Any time taken under such circumstances is expected to be taken as annual leave or unpaid leave.

4. On Subsequent Days of Bad Weather

If the employee is still unable to report for work on subsequent days, at the discretion of the Senior Operations Manager, consideration will be given to treat any lost time as:

- a) Lieu Time.
- b) Annual Leave.
- c) Unpaid leave.

In such circumstances as described above, the Senior Operations Manager will consider a range of factors impacting upon an employee's ability to attend for duty this may include:

- a) The safety of the employee.
- b) Distance travelled to work.
- c) Prevailing weather conditions and their estimated duration.
- d) An employee's regular mode of transport.
- e) Dependent or child care.
- f) Any physical impairment that may present additional barriers to attendance. (e.g. wheel chairs)

5. Implementation of the Policy

Overall responsibility for policy implementation and review rests with the Charity senior management. However, all staff are obliged to adhere to and support the implementation of the policy.

6. Monitoring

The policy will be monitored on an on-going basis and the Charity will monitor that all employees are advised of the policy.

7. Reviewing Policy

This policy will be reviewed and, if necessary, revised in the light of legislative or organisational changes. Should any amendments, revisions, or updates be made to this policy it is the responsibility of the Charity senior management to see that all relevant employees receive notice of these.

8. Additional Information

If you require any additional information or clarification regarding this policy, please contact your manager. In the unlikely event you are unhappy with any decision made you should use the Charity's formal Grievance Procedure.

To the extent that the provisions of this policy reflect statutory provisions, they will alter automatically when and if those provisions are changed.

POLICY 24

Stress & Well-Being Policy

The health, safety and welfare of our employees is important to the Charity and we are committed to ensuring this is met. We would like to reduce the causes of workplace stress, acknowledging that this is an important health and safety issue. The Charity understands the role it has in adhering to health and safety legislation. Therefore, we aim to create a safe workplace, including risks to mental health and wellbeing being limited as far as possible.

Many factors in the workplace influence the mental wellbeing of employees. Understanding and addressing these has a wide range of benefits, both for individuals and for the Charity.

1. What is stress?

Stress is defined by the Health and Safety Executive as "the adverse reaction people have to excessive pressure or other types of demand placed on them". There is a distinct difference between stress and pressure, as if managed correctly pressure can have a positive effect on an employee, whereas stress can be detrimental to well-being. Stress can become an illness if it is excessive and prolonged, meaning a mental or physical illness can develop.

We will try to identify workplace stressors through collaboration with employees and will try and propose and effect measures to eradicate them as far as possible. We will aim to regularly review any measures we have managed to put in place which correlate with the stressors identified. We may consider it necessary to utilise risk assessments, in which case employees may be asked to fill out a questionnaire which asks about personal experience of the workplace, so we can understand the stressors that our staff experience collectively.

Such stressors may include:

- a) Excessive workloads
- b) Deadlines
- c) Aggressive management
- d) Poor communication
- e) Unsupportive work environment
- f) A lack of work/life balance
- g) Discrimination

Examples of how managers may respond to stressors:

- a) Recognising **preventative** and **protective** measures, and considering what we could implement to prevent or reduce certain stressors. **Preventative** measures are those that aim to outright avoid the activity which results in stress, such as aggressive management. **Protective** measures are those that aim to support employees when they undertake tasks where pressure results and could otherwise lead to stress, such as working with deadlines. For more information on how we may implement preventative measures, please see clause 3.
- b) Ensuring clear communication between management and staff, particularly on organisational changes that may affect staff personally.

- c) Potentially providing developmental opportunities to staff.
- d) Monitoring staff working hours to ensure staff are not overworking.
- e) Managing holidays to ensure staff are taking their full entitlement.
- f) Ensuring zero tolerance on bullying and harassment. If this is something you are facing, then please refer to the Anti-Harassment & Bullying Policy.
- g) Offering additional support to members of staff who are experiencing stress outside work, caused by issues such as bereavement or separation. Please refer to the Staff Handbook for our policy on Compassionate and Bereavement Leave for questions relating to entitlement and leave requests.

Financial Wellbeing

Financial worries, which are often due to personal factors, can be an instigator of stress which can present at work. We understand that such worries can also have a major impact upon employees' wellbeing.

If you do have financial worries and would like to discuss these with the Charity, you are welcome to speak to the Senior Operations Manager in confidence who will help to signpost you to organisations who may be able to provide you with some specific advice including:

- a) The Money Advice Service
- b) Citizens Advice
- c) Princes Trust
- d) Step Change

If you are experiencing financial worries and the Charity is able to support in any other reasonable way, then it will do so accordingly.

2. Preventative measures and wellbeing

Not only do we wish to focus on preventing and reducing the impact of stress within the workplace, but we are also committed to supporting and boosting the mental and general wellbeing of all members of staff. This will essentially aid the prevention of stress, where we would like to generally create a positive work environment.

We would like to be proactive in developing management skills to promote mental wellbeing and see that sometimes, there can be benefit in the following:

- a) Engaging in conversation and tasks with staff focused on mental wellbeing. An example of this may be holding short and effective meditation sessions.
- b) Offering employees flexible working arrangements if the employee feels this would help boost productivity, in both their home and working lives.
- c) Granting staff scope to use their own initiative in how they carry out their roles, including varying their working conditions if possible.
- d) Giving employees opportunities to develop and round their skillset, including supporting the employee in gaining a further qualification or allowing them to attend relevant training sessions.
- e) Periodical reviews of job descriptions to ensure they reflect practice, ensuring the employee's skillset is being utilised.

- f) Ensuring that conflict within the workplace is resolved as quickly and as effectively as possible.
- g) Creating a clear platform for employees to raise any concerns and to allow them involvement in any proposed changes within the Charity.

We also would like to create an environment where members of staff experiencing any mental health difficulty can speak about these in an open and supportive environment. We acknowledge our legal obligation to make reasonable adjustments for anyone dealing with a medically defined mental health problem under the Equality Act.

3. The Role of the Senior Operations Manager

Your first point of contact to propose recommendations to, or to talk about your mental health with, is the Senior Operations Manager.

The Senior Operations Manager will consider providing formal and informal opportunities for you to speak about your mental health upon your request, if you feel like this would be beneficial. Even if you feel as though your overall wellbeing is not affected, you are encouraged to speak to the Senior Operations Manager about anything you feel could create workplace stress, either for yourself or for the collective group, or to confide in about an external problem.

Knowing team members and forming close working relationships is something the Senior Operations Manager aims to do, and could give them a proactive role in using what they know about their staff in their capacity as a close working colleague to implement preventative and protective measures.

4. Long-term stress

We understand that sometimes stress will be caused by circumstances outside of the workplace but may have an adverse impact on your workplace performance nonetheless, which can create or compound workplace stress.

The effects of long-term stress can be seen in physical, intellectual, emotional and behavioural signs. These can include headaches, nausea, tiredness, palpitations, worrying, making mistakes, anger, irritability and job dissatisfaction.

Whilst we do try to prevent long-term stress, this could nonetheless result and in severe circumstances could cause sickness absence. In this instance, the Sickness Absence Policy will apply. In such circumstances, we aim to ensure that you are working in a fully supportive environment upon your return and hope to conduct an individual risk assessment which could spark discussion on tailored measures to avoid further sickness absence caused by stress.

5. Confidentiality

The Charity understands that any disclosure of difficulty relating to mental health is a special category of personal data, therefore will only be disclosed if absolutely necessary, and in accordance with your privacy notice and the Charity's data protection policy. If you have not received a copy of your privacy

notice or wish to access the Charity's data protection policy, please contact the Senior Operations Manager.

If there is anything you believe needs to be changed or contributed by the Charity to the tackling of workplace stress, we welcome and consider your views. The Charity will seek to address an individual's own situation and stressors by tailoring an approach unique to them which may or, may not include any of these above listed measures.

POLICY 25

Records Retention Policy

1. Introduction

These guidelines support the Charity's Data Protection Policy and adopt its definitions.

The guidelines are intended to ensure that the Charity processes personal data in the form of employment records in accordance with the personal data protection principles, in particular that:

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

Personal data must be adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed. When personal data is no longer needed for specified purposes, it is deleted or anonymised as provided by these guidelines.

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

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

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

A member of the Executive Team is responsible for overseeing these guidelines. Any questions about the operation of the guidelines should be submitted to a member of the Executive Team.

2. Location of Employment Records

The Charity's the Senior Operations Manager holds employment records and can be contacted with any enquiries relating to your personal data.

3. Keeping Information up to Date

The Charity needs to ensure that your personal details are up to date and accurate.

When you first start working for the Charity, we record your name, address, next of kin, and contact telephone details. In the event that any of these changes you

should inform the Senior Operations Manager. You will be invited to review and update personal information on a regular basis. These provisions are intended to complement the data subject rights referred to in the Data Protection Policy.

4. General Principles on Retention and Erasure

The Charity's approach to retaining employment records is to ensure that it complies with the data protection principles referred to in these guidelines and, in particular, to ensure that:

Employment records are regularly reviewed to ensure that they remain adequate, relevant and limited to what is necessary to facilitate you working for the Charity. Employment records are kept secure and are protected against unauthorised or unlawful processing and against accidental loss, destruction or damage. Where appropriate the Charity uses anonymisation to prevent identification of individuals.

When records are destroyed, whether held as paper records or in electronic format, the Charity will ensure that they are safely and permanently erased.

5. Retention and Erasure of Recruitment Documents

The Charity retains personal information following recruitment exercises to demonstrate, if required, that candidates have not been discriminated against on prohibited grounds and that recruitment exercises are conducted in a fair and transparent way.

The Charity's candidate privacy notice advises candidates how long the Charity expects to keep their personal information for, once a recruitment decision has been communicated to them. This is likely to be for six months from the communication of the outcome of the recruitment exercise which takes account of both the time limit to bring claims and for claims to be received by the Charity. Information relating to successful candidates will be transferred to their employment record with the Charity. This will be limited to that information necessary for the working relationship and, where applicable, that required by law.

Following a recruitment exercise information, in both paper and electronic form, will be held by the Senior Operations Manager. Destruction of that information will take place in accordance with these guidelines.

6. Retention and Erasure of Employment Records

The Charity has regard to recommended retention periods for particular employment records set out in legislation, referred to in the table below. However, it also has regard to legal risk and may keep records for up to seven years (and in some instances longer) after your employment or work with us has ended.

	Retention Period
--	-------------------------

Type of employment record	
Recruitment records	
<p>These may include:</p> <p>Completed online application forms or CVs.</p> <p>Equal opportunities monitoring forms.</p> <p>Assessment exercises or tests.</p> <p>Notes from interviews and short-listing exercises.</p> <p>Pre-employment verification of details provided by the successful candidate. For example, checking qualifications and taking up references. (These may be transferred to a successful candidate's employment file.)</p> <p>Criminal records checks. (These may be transferred to a successful candidate's employment file if they are relevant to the ongoing relationship.)</p>	<p>Six months after notifying candidates of the outcome of the recruitment exercise.</p>
Immigration checks	Three years after the termination of employment.
Contracts	
<p>These may include:</p> <p>Written particulars of employment.</p> <p>Contracts of employment or other contracts.</p> <p>Documented changes to terms and conditions.</p>	<p>While employment continues and for seven years after the contract ends.</p>
<p>Collective Agreements</p> <p>Collective workforce agreements and past agreements that could affect present employees.</p>	<p>Any copy of a relevant collective agreement retained on an employee's record will remain while employment continues and for seven years after employment ends.</p>
<p>Payroll and wage records</p> <p>Details on overtime.</p> <p>Bonuses.</p>	<p>These must be kept for at least three years after the end of the tax year to which they relate. However, given their potential relevance to pay disputes they will be</p>

Expenses. Benefits in kind.	retained for seven years after employment ends.
Current bank details	Bank details will be deleted as soon after the end of employment as possible once final payments have been made
PAYE Records	These must be kept for at least three years after the end of the tax year to which they relate. However, given their potential relevance to pay disputes they will be retained for seven years after employment ends.
Payroll and wage records for companies	These must be kept for six years from the financial year-end in which payments were made. However, given their potential relevance to pay disputes they will be retained for seven years after employment ends.
Payroll and wage records for unincorporated businesses	These must be kept for five years after 31 January following the year of assessment. However, given their potential relevance to pay disputes they will be retained for seven years after employment ends.
Records in relation to hours worked and payments made to workers	These must be kept for three years beginning with the day on which the pay reference period immediately following that to which they relate ends. However, given their potential relevance to pay disputes they will be retained for seven years after the working relationship ends.
Travel and subsistence.	While employment continues and for seven years after employment ends.
Record of advances for season tickets and loans to employees	While employment continues and for seven years after employment ends.

Personal Records

These include:

Qualifications/references.

Consents for the processing of special categories of personal data.

Annual leave records.

Annual assessment reports.

Disciplinary procedures.

Grievance procedures.

Death benefit nomination and revocation forms.

Resignation, termination and retirement.

While employment continues and for seven years after employment ends.

Records in connection with working time
Working time opt-out

Three years from the date on which they were entered into.

Records to show compliance, including:
Time sheets for opted-out workers.
Health assessment records for night workers.

Three years after the relevant period.

Maternity records

These include:

Maternity payments.

Dates of maternity leave.

Period without maternity payment.

Maternity certificates showing the expected week of confinement.

Four years after the end of the tax year in which the maternity pay period ends.

Accident records

These are created regarding any reportable accident, death or injury in connection with work.

For at least four years from the date the report was made.

POLICY 26

Parental Bereavement Leave Policy

1. About this policy

Employees who are unfortunate enough to suffer the death of a child under 18 or a stillbirth after 24 weeks' of pregnancy have the right to a period of Parental Bereavement Leave.

The right applies to deaths or stillbirths on or after 6 April 2020.

This policy applies to all employees who are the parents of the child who has died, this includes an adoptive parent, prospective adopter, intended parent under a surrogacy arrangement, a parent "in fact" (someone looking after the child in that person's own home for the last four weeks), or that person's partners, but not a paid care. This policy does not apply to agency workers, consultants or self-employed contractors.

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

2. Entitlement

Your right to parental bereavement leave commences on the first day of your employment with us.

Parental bereavement leave is a period of one or two weeks' leave that may be taken at any time within 56 weeks of the death of a child. In the case of a stillbirth, the date of death is taken to be the date the child is stillborn.

The leave may be taken as:

- a) One whole week
- b) Two whole weeks
- c) Two separate weeks at different times

A "week" for these purposes is a seven-day period starting on any day.

Where more than one child has died or been stillborn, you will be entitled to a separate period of leave in relation to each child.

We may exercise our discretion to grant a further period of parental bereavement leave in addition to the statutory period, depending on the circumstances of each case.

3. Requesting parental bereavement leave

You should make a request to a member of the Executive Team. You should tell them the reasons for your request and the number of weeks' leave you would like to take. You should also confirm the date of your child's death.

If you want to take leave within the first 56 days starting with the date of death you must notify a member of the Executive Team before your normal start time on the day you would like your leave to start. If you have already started work but give notice to start parental bereavement leave on the same day, then the leave will officially start the following day.

If you want to take leave after the first 56 days following your child's death, you must give at least 7 days' notice of your intention to take parental bereavement leave.

If you wish to cancel or change the date of leave you can do so with the same notice set out at the second and third paragraph.

A period of leave cannot be cancelled once it has started.

4. Terms and Conditions

During parental bereavement leave, your terms and conditions will be identical to those during paternity, maternity, adoption or shared parental leave and you are bound by all of your contractual obligations except those which are inconsistent with being on leave.

5. Right to Return

In most cases, following your return to work from parental bereavement leave, you will have the right to return the job which you were employed in before your absence.

If you take parental bereavement leave consecutively with a period of parental leave of more than four weeks; or other statutory family-related leave taken in relation to the same child where the total amount of statutory leave taken in relation to that child is more than 26 weeks, your right remains to return to the same job but if it is not reasonably practicable to do so, you have the right to return to another job which is both suitable and appropriate for you to do in the circumstances.

6. Statutory Parental Bereavement Pay (SPBP)

Employees taking parental bereavement leave may also be entitled to statutory parental bereavement pay (SPBP) if they meet with the statutory eligibility criteria and provide the relevant notifications and advice.

SPBP can be taken in periods of one week, two consecutive weeks or two separate weeks.

SPBP is paid at the same rate as other statutory payments such as paternity pay.

Where an eligible employee has lost more than one child, SPBP is payable in respect of each child. This reflects the fact that there is a separate right to two weeks' leave in respect of each child.

To be eligible for SPBP an employee must:

- a) Be a "bereaved parent"
- b) Be in employed earner's employment with the same employer for a continuous period of at least 26 weeks ending with a "relevant week" (which is the week before the child died, where a week runs from Sunday to Saturday)
- c) Remain in that employment at least until the day the child died
- d) Have received normal weekly earnings for the period of 8 weeks ending with the relevant week that are not less than the lower earning limit in force at the end of the relevant week.

If you would like any further information about parental bereavement leave or SPBP, please speak to a member of the Executive Team.

POLICY 27

Homeworking Policy

1. About this policy

We support homeworking in appropriate circumstances either occasionally (to respond to specific circumstances or to complete particular tasks) and in some cases on a regular basis. In addition, occasional or permanent homeworking can, in certain circumstances, be a means of accommodating a disability and can be requested as a means of flexible working under our Flexible Working Policy.

This policy sets out how we will deal with requests for homeworking, and conditions on which homeworking will be allowed. If you are allowed to work from home you must comply with this policy.

This policy covers all employees, officers, consultants, contractors, casual workers and agency workers. This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. Homeworking Arrangements

There are a number of circumstances in which the ability to work from home on an occasional or temporary basis may be of benefit to you:

- a) when a dependant becomes unwell or arrangements for their care break down at short notice;
- b) when, despite being fit to work, travelling to the office is difficult (for example, due to recovery from an injury such as a broken leg);
- c) when public transport has been disrupted (for example by the weather or by a strike, that affects your travel arrangements); or
- d) when a quiet, uninterrupted work environment will assist in dealing with a backlog of administrative tasks or in writing reports to a deadline.

In these circumstances working at home can be authorised by the Senior Operations Manager where, in their opinion:

- a) you have work that can be undertaken at home; and
- b) working at home is cost-effective and any increase in work that may be passed to your colleagues as a result is kept to a minimum.

The Senior Operations Manager will, where necessary, liaise with the appropriate department to confirm arrangements.

You may want to vary your working arrangements so that, either permanently or for a fixed period, you work from home for all or part of your working week. Any request to work from home must meet the needs of our business as well as your needs.

3. Homeworking Application

Not all roles and not all jobs are suitable for homeworking. A request for homeworking is unlikely to be approved, on either an occasional or permanent basis if:

- a) you need to be present in the office to perform your job (for example, because it involves a high degree of personal interaction with colleagues);
- b) your most recent appraisal identifies any aspect of your performance as unsatisfactory;
- c) the Senior Operations Manager has advised you that your current standard of work or work production is unsatisfactory;
- d) you have an unexpired warning, whether relating to conduct or performance; or
- e) you need supervision to deliver an acceptable quality and/or quantity of work.

If you wish to apply to work from home you will need to be able to show that you can:

- a) work independently, motivate yourself and use your own initiative;
- b) manage your workload effectively and complete work to set deadlines;
- c) identify and resolve any new pressures created by working at home; and
- d) adapt to new working practices including maintaining contact with the Senior Operations Manager and colleagues at work.

To be considered for homeworking you must submit a written application to the Senior Operations Manager. Your application must state:

- a) why you consider your job to be suitable for homeworking and how you meet the criteria for homeworking set out above;
- b) whether you wish to work from home on a permanent basis or for a fixed period. In either case you should state the date from which you wish the arrangements to start and, if you wish to work from home for a fixed period, the date on which you want the arrangements to finish. You should try to give us as much notice as possible and, in any event, make your application at least 6 weeks before your proposed start date so that your request can be considered;
- c) whether you wish to work from home for all or part of your working week and, if only part, which days you propose to work from home;
- d) how you would organise your work from home including how you would ensure the security of documents and information, where appropriate;
- e) the extent to which you could be available to come to work on days you are proposing to work from home if needed, for example to cover if colleagues are off sick, to cope with high or unexpected levels of work or to attend meetings or training days;
- f) if different from your current hours of work, the hours of work that you propose apply when you are working at home; and
- g) how you envisage maintaining contact with your Line Manager, how your work will be set and progress monitored.

It may assist your application for homeworking if you first discuss your proposal with the Senior Operations Manager informally. This may identify potential problems with your application, such as a need to be in the workplace on occasions you had not considered, which your application can then address.

In considering your application the Senior Operations Manager may invite you to a meeting to discuss your proposals. We may also ask for you to agree to a home visit by

the Health and Safety Officer in order to carry out a risk assessment, install or service equipment, or to reclaim equipment on termination of your homeworking arrangement.

We will try to respond to your request within 4 weeks of your request.

If your request is refused, we will give you written reasons for the refusal. If you are not happy with the decision you may appeal to the Senior Operations Manager.

If your application is accepted the agreed arrangements will be recorded in writing and may be subject to a trial period. Any terms on which it is agreed that you may work from home will include the following:

- a) We reserve the right to terminate the homeworking arrangements, for example if your role changes such that homeworking is no longer suitable, subject to reasonable notice. If you want to terminate your homeworking arrangement, you must notify your manager in the first instance. We will only be able to accommodate your request if there is sufficient office space and a suitable desk for you.
- b) You will be subject to the same performance measures, processes and objectives that would apply if you worked in the office.
- c) If you receive an unsatisfactory grade in an appraisal or are subject to any warning for any reason your homeworking arrangements may be terminated immediately and you will be expected to return to work at our premises.
- d) the Senior Operations Manager will remain responsible for supervising you, will regularly review your homeworking arrangements and take steps to address any perceived problems. They will ensure that you are kept up to date with circulars and information relevant to your work.
- e) You agree to attend the office or other reasonable location for meetings, training courses or other events which we expect you to attend.
- f) You understand that when you do attend the office, you may have to hot desk or share a desk with someone else.
- g) Working at or from home may affect your home and contents insurance policy, mortgage, lease or rental agreement. You must make any necessary arrangements with your insurers, bank, mortgage provider or landlord before commencing homeworking.

4. Homeworking Equipment

We will provide any equipment that we consider you reasonably require to work from home which will remain our property. We will make all necessary arrangements for and bear the cost of installing and removing equipment from your home. Where equipment is provided you must:

- a) use it only for the purposes for which we have provided it;
- b) take reasonable care of it and use it only in accordance with any operating instructions and our policies and procedures; and
- c) make it available for collection by us or on our behalf when requested to do so.

It is your responsibility to ensure that you have sufficient and appropriate equipment for working from home. We are not responsible for the provision, maintenance, replacement, or repair in the event of loss or damage to any personal equipment used by you when working for us.

5. Homeworking Data Security and Confidentiality

All equipment and information must be kept securely. This includes having access to a password protected internet connection when working online. You should take all necessary steps to ensure that private and confidential material is kept secure at all times. The Senior Operations Manager must be satisfied that all reasonable precautions are being taken to maintain confidentiality of material in accordance with our requirements.

You confirm that you have read and understood our policies relating to computer use, electronic communications and data security and that you will regularly keep yourself informed of the most current version of these policies.

If you discover or suspect that there has been an incident involving the security of information relating to the Charity, clients, customers or anyone working with or for the Charity, you must report it immediately to your manager.

6. Homeworking Health and Safety

When working at home you have the same health and safety duties as other staff. You must take reasonable care of your own health and safety and that of anyone else who might be affected by your actions and omissions. You must attend the usual office health and safety courses, read appropriate documentation and undertake to use equipment safely.

We retain the right to check home working areas for health and safety purposes. The need for such inspections will depend on the circumstances including the nature of the work undertaken.

You must not have meetings in your home with service users, supplier or work colleagues and must not give service users, supplier and work colleagues your home address or telephone number.

You must ensure that your working patterns and levels of work both over time and during shorter periods are not detrimental to your health and wellbeing.

You must use your knowledge, experience and training to identify and report any health and safety concerns to the Senior Operations Manager.

When you are working at or from home any accidents must be reported immediately in accordance with our Health and Safety Policy.

POLICY 28

Expenses Policy

General Policy

Tempus Novo will reimburse employees for reasonable expenses wholly, necessarily and exclusively incurred in connection with its business. Employees should not be either financially disadvantaged or advantaged because of genuine business expenses.

Employees are responsible for paying all their expenses, except where a Tempus Novo business card has been used.

Breach of this policy is a disciplinary offence and may result in dismissal. Deliberate falsification of a claim or the evidence needed to make a claim will constitute gross misconduct. Falsification includes the failure to pass on any discount obtained while incurring an expense.

Travel Expenses

Tempus Novo will reimburse the costs of amounts necessarily expended on travelling in the performance of the duties of the employment, for example taking Service Users to interviews, prison visits, employment events, meetings, training etc.

This does not include travel between home and office unless the employee is recognised as being a contractual home-based employee or a trustee of the charity.

Employees should travel by the most cost-effective mode of transport considering journey time, the nature of the journey and monetary cost.

By Employees own car/motorcycle/bike

The mileage allowance is set by reference to the HM Revenue and Customs (HMRC) rules of AMAP's (Approved Mileage Allowance Payments). These are currently as follows:

Type of Vehicle	First 10,000 miles	Over 10,000 miles
Cars and Vans	45 pence	25 pence
Motorcycles	24 pence	24 pence
Cycles	20 pence	20 pence

Where an employee uses their own vehicle, the employee should ensure that the vehicle is in good working order, fully insured, taxed and MOT's and that the driver is covered by breakdown insurance.

Each employee is required to provide a copy of their insurance certificate annually to ensure valid insurance is in place with the correct level of cover. (Social Domestic Pleasure, commuting and Business Use)

The Executive team may request the employee to print off a route planner to support the business mileage claimed by that employee.

Taxi

Employees are expected to use Taxi's only when strictly necessary and where it is cost effective to do so. Employees should always obtain a receipt.

By Tube, DLR, bus or tram

Employees should retain tickets where possible. Where an employee's season ticket already covers the cost of travel, no further claim will be allowed. Where contactless methods are used on the Tube (London Underground) or DLR, employees are required to advise total travel cost of underground fares on expenses form.

Train

Employees should, as far as possible, travel standard class and should book their journeys sufficiently in advance to obtain the best possible prices. Employees should retain all tickets.

Overnight accommodation in the UK

Hotel Accommodation

This should be booked in advance at the best possible rates which should not exceed **£125** per night (Excluding London). Hotel stays in London should not exceed **£175**. Any booking in excess of the above amounts will need to be approved by the Executive Team prior to booking. When booking a hotel employees should book Premier Inn or an equivalent stay i.e., Travelodge, Ibis.

Staying with friends or relatives

An employee may claim an allowance of up to **£30** per night. Receipts are not required but the employee must confirm that the overnight stay was necessary in connection with travelling on Tempus Novo business.

An employee claiming this allowance cannot also claim reimbursement of actual accommodation and subsistence costs.

In all cases employees should retain all invoices and receipts.

Subsistence – overnight stay in the UK

Tempus Novo will reimburse reasonable out of pocket expenses incurred by the employee when it is necessary to stay away from home on Tempus Novo business. This will include the following.

- Breakfast up to **£10** (If not included in the room rate)
- Lunch, evening meal and 1 alcoholic drink – to an overall maximum of **£35** per day (please note the employee may incur costs in excess of **£35** but may only claim up to **£35**) This applies to all stays outside of London.
- London (outside M25), costs as above, maximum of **£40** can be claimed per day.
- London (inside M25), costs as above, maximum of **£45** can be claimed per day.
- Parking at Hotel

In all cases employees should retain all invoices and receipts.

All other incidental overnight expenses must be settled on departure at the expense of the employee. Such as:

- Newspapers
- Bar Bills
- Paid of use of facilities

Subsistence – No overnight stay

An employee may claim for meals and beverages up to a maximum of **£10** for breakfast (early start necessary prior to 7am) and **£10** for lunch providing the work period exceeds 8 hours.

Working from home

Employees should be aware this is a privilege and not a right and as such employees are not entitled to claim for any expenses.

Other Expenses

Car Parking/Tolls

Employees will be reimbursed for all reasonable parking/toll costs providing they are incurred due to Tempus Novo business.

Employees are encouraged to park off road in a safe car parking area.

Software/Software updates

Employees may only purchase software/software updates with the written permission of the executive team.

Mobile Phones

Work Mobile Phone costs are paid directly to the provider by Tempus Novo. Reasonable private use is acceptable provided it does not exceed the monthly contract cost for calls/texts/mobile data.

Personal Incidental Expenses

From time to time and to ensure smooth running of charitable operations employees may purchase low value items and expense these through the charity expense systems.

In all cases employees should retain all receipts and invoices.

The purchase of any single item in excess of **£250** must be approved in advance by a member of the executive team.

Reimbursement to the Employee

Expense claims should be submitted using the Charity Expense form. Submissions should be received no later than the **5th** of each month and will be paid within 5 working days into the employee's bank account.

Dates and deadlines above will be subject to change, in line with operational changes within the Charity.

POLICY 29

Crisis Management Plan

Purpose

This plan sets out the protocols and processes to be followed in the event of a crisis or potential crisis happening. A "crisis" can be defined as an event, or a series of events, that causes major disturbance for Tempus Novo and any associated parties (such as service users, staff, premises, employers, funders). A crisis typically occurs suddenly and is likely to pose intense difficulty or danger for Tempus Novo, usually in a situation where time is short, and decisions have to be taken quickly.

Escalation Framework

Should a crisis occur or the likelihood of a serious incident taking place, it is important that, in all instances, Staff, Executive Team members and Trustees follow the following Escalation Framework. Safety in every situation is paramount and where there are safety concerns to life, health or other significant factor, the emergency services should be called, by dialing: 999.

Level	Description	Action
Level 1 Serious/ Significant	<p>This is the highest level of crisis escalation and should involve an "all-hands-on-deck" approach. This could involve staff, volunteers, services users, partners, employers or others directly connected with Tempus Novo.</p> <p>Examples: Typically, they involve violence, executive misconduct, or a long-term threat of damage to customers, the company and/or stakeholders.</p>	<p>Steve Freer: who will co-ordinate all action and be responsible for all social media outputs and be the point person for the emergency services.</p> <p>Val Wawrosz: who will ensure the team are positioned to take action.</p> <p>Richard Cowlshaw: who will ensure governance and control and be responsible for informing the Trustees and liaising with media/press.</p> <p>PR team: to support crisis communications and PR</p>
Level 2 Moderate	<p>Level 2 presents a moderate potential risk or impact on charity operations, customer success, and/or company reputation.</p> <p>Examples: list the examples of this level. These may include the risk of immediate major customer churn.</p>	<p>Steve Freer: who will co-ordinate appropriate action and engagement</p> <p>Val Wawrosz: who will ensure team are positioned to take action.</p> <p>Richard Cowlshaw: governance and control</p>

Level 3 Low	<p>This is unlikely to pose a long-term risk to or impact business operations, customer success, and/or charity reputation, but the team should still be on the same page for responding.</p> <p>Examples: instances can include an executive leave of absence, a moderate customer impact that can easily be (or already has been) remedied, or rumors (such as a merger/acquisition).</p>	<p>Val Wawrosz: to determine action and report to the Exec Team and Trustees as required.</p>
Level 4	<p>This is where most "crises" will fall into. They tend to be slightly bigger versions of day-to-day issues that may need a bit of extra effort to be fully resolved or addressed.</p> <p>Examples: Some examples include a short outage with no impact on support or an angry customer on Twitter.</p>	<p>Operations Manager: who will direct any action or engagement of service support.</p> <p>Val Wawrosz: to be informed relative to any disruption to operations. Exec team to be informed as required.</p>

Incident Response Team

Incident Response Teams may be established for the purposes of managing a crisis situation and for ensuring the health, safety and well-being of everyone either directly involved or in some way impacted by the incident.

First Line of Defence

Typically, for Levels 3 and 4 incidents (as described above), it is the responsibility of the operational team to create an appropriate team to ensure satisfactory resolution for all parties involved. For Level 3 events, teams will be assembled by the Managing Director, Val Wawrosz and will engage appropriate caseworkers and support staff to support. The Managing Director will also keep informed the following:

Steve Freer, Chief Executive Officer

Richard Cowlshaw, Executive Director

Chris Leech, Business Development Director

Greater Response Team

For Levels 1 and 2 incidents (as described above), it is the responsibility of the Chief Executive Officer to create an appropriate team to ensure satisfactory resolution for all parties and to manage all external and internal communications, legal matters and engagement with any agencies, including law enforcement agencies. Typically, members of the Greater Response team will include:

Val Wawrosz, Managing Director
Richard Cowlshaw, Executive Director
Chris Leech, Business Development Director
Operations Manager
Senior Caseworker

Chair of the Trustees – for engagement and information exchange. The Chair will inform and keep updated all other Trustees.

Roles and Responsibilities

In a general crisis – regardless of escalation – what should each of these departments be responsible for once informed of the crisis? Feel free to add a row to include any other department that is right for your business.

Team	Contact Name	Roles and Responsibilities
Communications	Steve Freer Richard Cowlshaw	Internal Communication External Communication Communication with Service Users Communication with families/Next of Kin Liaison with prison service (i.e. ROTL employees)
Employer Support	Val Wawrosz Operations Manager	Supporting the employer Guiding engagement with members of the TN team Supporting the employer with their internal communication
Legal	Richard Cowlshaw Steve Freer Chair of Trustees	Taking legal advice from charity appointed lawyer. Engaging with law enforcement agencies
Social Media	Steve Freer	Managing all external comms Point person for PR/Media queries
HR	Richard Cowlshaw	Liaising with Service Users/families Liaising with staff/families Managing HR requirements
Funders/Investors	Steve Freer Chris Leach	Ensuring the flow of communications in the right format to funders and investors to ensure risk mitigation.

Crisis Management Process

Phase 1: ALERT

When an incident occurs, the quickest and easiest way to communicate is via mobile phone. The person making the call will need to quickly assess the severity of the incident and determine (at this stage) the level (per the table above) of the matter. In the vast

majority of the cases, such alerts will be made to the Chief Executive Officer and/or Managing Director. Failing contact with either, the Executive Director or the Business Development Director should be contacted.

Once the alert has been made, the relevant Officer will determine the severity of the matter and assemble a Response Team, as required.

Phase 2: ASSESS

Once the Response Team has been notified, the lead officer will direct all action and determine roles, responsibilities and contact points. Every member of the Response Team will be expected to assess the potential crisis gather any available information, classify the incident via the escalation framework above, and prepare to take subsequent action.

In order to assess the severity of the incident, members of the team will need to ascertain, and feedback to the lead officer:

What happened
Where and when?
Who was affected?
Who is involved?
When did we learn about the incident?
What is the impact/likely impact?
Is there any immediate danger?
Do we understand the entire issue?

Phase 3: ACTIVATE

Once the facts are established, the lead officer, with the Response Team, will put together an immediate action plan designed to minimise risk, exposure and further harm or injury (as appropriate). This action plan will be conveyed to all Response Team members and the Executive Team. The follow are potential actions that could be taken:

Action Items	Responsible Party
Inform the Police/law enforcement agency	Lead Officer
Make contact with the person (if safe and appropriate)	Determined by the Lead Officer
Create a protocol for any media/PR attention	Lead Officer/Richard Cowlshaw
If Staff members are involved, follow all previous steps and ensure all other members of staff are safe and well	Lead Officer/Richard Cowlshaw
Inform the Chair of Trustees	Lead Officer

Phase 4: ADMINISTER

The Lead Officer will direct the Response Team and will continue to assess, address, and resolve the incident. The type, scale, scope, and severity of the incident or crisis will determine the response. Tasks include communication to stakeholders, employees, service users and employers if appropriate, as well as developing a timeline, seeking external legal or technical assistance, moderating and responding to media, and updating the crisis communication plan as matters progress.

Part 5: ADJOURN

Once the immediacy of the crisis has dissipated, the Response Team should re-group to go over the adopted process for crisis management, response, and communication. There should be a “lessons learned” process withing this designed to inform the Executive and Trustees on what changes, modifications and/or amendments should be made and update this plan with those changes.

Under the direction of the Lead Officer, a member of the Response Team should formally document exactly what the process was for this crisis, alongside any successes, learnings, or shortcomings. The team should work together to grade themselves on how this situation was handled.

Finally, if there are any outstanding issues that need to be addressed, or if further monitoring of communication/media is necessary, delegate individuals or departments to manage those tasks.

Action Items	Responsible Party
Update of the Crisis Communication Plan	Richard Cowlshaw
Resultant legal advice	Richard Cowlshaw
Liaison with employer, service user(s), employees	Steve Freer, Val Wawrosz and Operations Manager
Updating the Trustees of the outcomes and actions taken	Steve Freer
Additional training needs identified for staff and Executive and executed	Richard Cowlshaw with Exec Team

Do's and Don'ts

It is paramount that all employees and Trustees follow this Crisis Management and Communication Plan, recognising and complying with the levels of responsibilities and scope of role(s) as detailed in this plan.

DO'S	DON'TS
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<ul style="list-style-type: none"> ✓ Ensure that you protect yourself and remain out of harm's way. ✓ Call the Police whenever the matter cannot be handled at a local level ✓ Keep the Response Team and the Executive Team updated on progress ✓ Collect any evidence, witness statements or other information – take notes for later referral. ✓ Remain confidential 	<ul style="list-style-type: none"> ⊘ Do not speak to any journalist or media person ⊘ Do not post anything on social media ⊘ Act alone or be in a position of being in a 1:1 situation – always have another colleague with you. ⊘ Don't seek to resolve the matter alone. Always follow this escalation process. ⊘ Share details with others outside of the Charity.
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Maintaining an Effective Response Plan

This Plan should be reviewed at least annually and after each critical incident where the policy is invoked. The Executive Director is responsible for keeping the policy up-to-date and for managing all reviews and revisions.

POLICY 30

Safeguarding Policy

1. Safeguarding Statement

- 1.2 Safeguarding is everyone's responsibility. Tempus Novo has a duty of care to safeguard people we help, people who support us, and people who volunteer/work with us – including staff and Trustees. We have a responsibility to safeguard children and young people (those under the age 18) and vulnerable adults. Vulnerable could refer to the situation someone is in, a lack of mental capacity or a mental/physical disability, amongst other things.
- 1.3 A safeguarding issue can arise in any setting and can be an immediate concern/allegation about something happening now, in the past, or in the future. It can be one, or a series of incidents. Tempus Novo has a policy and training in place so that all staff, volunteers, and trustees can identify and respond appropriately to safeguarding concerns.
- 1.4 Tempus Novo will abide by the necessary General Data Protection Regulations ("GDPR") and confidentiality procedures, unless there is a serious risk of harm to the individual, from the individual to another, or child protection issues. In this case, Tempus Novo has a duty of care to inform the necessary authority/authorities.
- 1.5 Tempus Novo informs all Service Users of our Safeguarding Policy at the assessment stage.

2. Commitment to Safeguarding

- 2.2 Those who receive services from Tempus Novo are referred to in this policy as 'Service Users'.
- 2.3 Tempus Novo also has a duty of care to protect other parties including, but not limited to, staff, volunteers, referrers, service users, and trustees. In the interest of this policy, these parties will be referred to as stakeholders.
- 2.4 Tempus Novo is committed to working in the interests of the stakeholders, to promote their welfare and put relevant safeguards in place to protect them. In doing this, Tempus Novo will endeavour at all times to minimise risk to them as much as possible.
- 2.5 Tempus Novo aims to protect all of its Service Users from any act or behaviour of any member of staff or volunteer which, whether deliberately or not, gives rise to harm or ill-treatment.
- 2.6 Such harm or ill-treatment includes abuse as outlined in The Care Act 2014.
- 2.7 Tempus Novo recognises that it has a duty to act on reports of suspicions of abuse or neglect and we will adopt a 'zero-tolerance' policy of abuse.
- 2.8 Tempus Novo will work in partnership with local/national agencies to put in place appropriate procedures for reporting, referring, and training in relation to safeguarding.

3. Safeguarding Officers

- 3.2 Tempus Novo's appointed safeguarding officer as of the 1st December 2023 is **Richard Cowlshaw, Executive Director**. They are supported in this role by **George Grant, Chair of Trustees** as Deputy Safeguarding Officer.
- 3.3 The safeguarding officers will be available to all stakeholders, if they have any concerns, issues, or complaints regarding the safety of another individual.
- 3.4 The Safeguarding Officer (SO) and Deputy Safeguarding Officer (DSO) will, among other things, liaise with appropriate local and national agencies, contribute towards the relevant policies and support individuals suffering harm or abuse.

4. Staff Recruitment and Training

- 4.2 To protect its service users, Tempus Novo will seek to recruit staff and volunteers using appropriate and stringent procedures, safeguards, and checks.
- 4.3 Tempus Novo will take up references for all staff and volunteer roles.
- 4.4 Tempus Novo will provide an induction programme for all new staff and volunteers, and ongoing training will be available at regular intervals.
- 4.5 Where appropriate, Tempus Novo will make use of the Disclosure and Barring Service ("DBS") checks to help assess the suitability of a candidate.
- 4.6 Volunteers will be treated equally alongside paid staff and offered the same opportunities. In turn, volunteers are also required to adhere to the relevant policies and follow the same procedures should there be a risk of harm.
- 4.7 Tempus Novo will ensure that suitable Safeguarding Training will be available to all staff, volunteers, and trustees and further training will be assessed according to roles and responsibilities.
- 4.8 Tempus Novo will regularly review our recruitment and training procedures in response to changes in legislation.

5. Awareness of Harm and Abuse within the Charity

- 5.2 Any incidents of harm and abuse to a stakeholder within Tempus Novo will require an appropriate response to eliminate the risk.
- 5.3 Harm can be accidental or deliberate, including – but not limited to – physical, psychological, sexual, emotional, financial, neglect, bullying or grooming.
- 5.4 Deliberate acts of harm and neglect will incur disciplinary proceedings and require reports and referrals to the appropriate agencies.
- 5.5 If a criminal offence is thought to have been committed by a stakeholder, the police will be informed.

6. Who is an Adult in Need of Protection?

- 6.2 An adult in need of protection is a person aged 18 or over, whose exposure to harm through abuse, exploitation or neglect may be increased by their:
 - 6.2.1 Personal characteristics **and/or**
 - 6.2.2 Life circumstances **and**

6.2.3 Inability to protect their own well-being, property, assets, or other
and

6.2.4 Action or inaction of another person is causing, or likely to cause
harm.

In order to meet the definition of an 'adult in need of protection' either 6.2.1
or 6.2.2 must be present, in addition to both 6.2.3 and 6.2.4.

6.3 An adult may be otherwise at risk of harm due to things such as mental health
problems, disability, or illness. This may be temporary, or on a more permanent
basis.

6.4 All adults, irrespective of socio-economic factors, have the right to protection
from abuse.

7. Who Abuses Adults?

7.2 Abuse is the misuse of power and control that one person has over another.

Abuse may be perpetrated by a wide range of people, including those who are
usually physically and/or emotionally close to the individual, and on whom the
individual may depend on/trust.

7.3 An abuser can be anyone who has contact with the person at risk.

7.4 Abuse can be, but not limited to – domestic, financial, familial, professional, peer
or stranger.

8. Spotting the Signs of Adult Abuse

8.2 The below list provides indicators of some of the signs of abuse, however it is not
exhaustive:

8.3 Physical Abuse

- Including, but not limited to bruising, fractures, burns.

8.4 Neglect and Acts of Omission

- Including, but not limited to malnutrition, confusion, deprivation of meals.

8.5 Psychological and Emotional Abuse

- Including, but not limited to depression, confusion, unexpected changes of
behaviour.

8.6 Sexual Abuse

- Including, but not limited to loss of sleep, bruising, rape, reluctance to
communicate, change in demeanour.

8.7 Financial and Material Abuse

- Including, but not limited to fraud, unpaid bills, unexplained shortage of
money

8.8 Organisational Abuse

- Including, but not limited, to non-negotiable systems, name calling, workplace
bullying

8.9 Domestic Abuse

- Defined as an incident or pattern of incidents of controlling, coercive or
threatening behaviour, violence, or abuse by someone who is or has been an
intimate partner or family member.

9. Who is a Child?

9.2 Children, child, or young person is used to refer to anyone under the age of 18 years.

9.3 Parent is used as a generic term to represent parents, carers, and guardians.

9.4 All children have the right to protection from abuse.

10. Who Abuses Children?

10.2 Abuse can occur in any family; however, this risk is heightened if parents have problems with drugs, alcohol, or mental health issues. Domestic Violence prevalence also further heightens the risk. Often, it's also found that the abused become the abusers, as they have a genuine belief that it's the norm.

10.3 It is not only adults that abuse children. Children may suffer abuse from other children and young people.

11. Spotting the Signs of Child Abuse

11.2 The below examples are some indicators of child abuse, however this list is not exhaustive:

- Unexplained changes in behaviour or personality
- Anxiety
- Lacking social skills
- Running away or going missing
- Inappropriate language or behaviour, not appropriate to their age

11.3 These signs don't necessarily mean a child is being abused; there could be other things impacting their lives to cause these behaviour changes.

12. How Can you be Alerted to Signs of Harm or Abuse?

12.2 There are a variety of ways that you could be alerted that an adult or child is suffering harm, including observation, disclosure, or third-party disclosure.

12.3 This would include the individual telling you themselves or showing you signs of physical injury (for which there does not appear to be a satisfactory or credible explanation) or their demeanour/behaviour may lead you to suspect abuse. Third-party disclosure would take the form of another individual highlighting their concerns to you.

12.4 Being alert to potential abuse plays a major role in ensuring that adults and children are safeguarded; it is important that all concerns about possible abuse are reported

13. What if an Adult or Child Discloses Abuse?

13.2 In cases where abuse is reported, the staff member should react appropriately by following the below:

- Stay calm, listen, and hear
- Express concern and sympathy

- Reassure the individual, and advise they have done the right thing in telling you
- Let the individual know that the information will be taken seriously, and that it **has to be passed on to the relevant authority**
- Ensure the safety of the individual – call the police if necessary
- Inform the SO as soon as possible,
- Act without delay

13.3 Staff members should not

- Stop someone disclosing to you
- Promise to keep secrets
- Press the individual for more details or make them repeat unnecessarily
- Contact the alleged abuser
- Attempt to investigate yourself
- Leave details of your concern by voicemail or general email
- Delay

14. How to Deal with a Concern

14.2 It is crucial that staff members do not attempt to deal with the situation alone.

14.3 Staff are neither responsible for deciding whether abuse has occurred or not; nor are they responsible for conducting any investigations.

14.4 However, staff do have a duty of care to report any concerns, so appropriate action can be taken.

14.5 Any concerns must be passed to the Safeguarding Officer (or Deputy Safeguarding Officer) immediately – **if there is immediate risk, call the police.**

14.6 If in doubt, report it.

15. Reports of Possible or Actual Harm

15.2 The charity supports and encourages all stakeholders to promptly speak up and contact the SO or DSO where there is a concern

15.3 Staff/Volunteers have a responsibility to report something that they become aware of, if it is not right, illegal, or if someone is neglecting their duties.

15.4 In the first instance, the staff member should speak to their line manager. If the concern includes the line manager, the staff member should go straight to the SO or DSO.

15.5 Tempus Novo would prefer that anyone should use internal processes but does not prevent them from making a report or referral in their own right to other agencies such as social services or the police.

15.6 Tempus Novo cannot promise confidentiality to any stakeholder making an internal report, where it has to be shared with any other agencies.

15.7 Tempus Novo also supports stakeholders to raise concerns or to disclose information which they believe shows malpractice.

16. Confidentiality

16.2 All reports and logs will be kept securely, unless it is necessary to share this material with other agencies.

16.3 Information will only be shared on a need-to-know basis.

17. Safeguarding Officer's Action

17.1 Where there is risk of Significant Harm to any Service User, volunteers or staff, the SO and DSO have the power to act as necessary and, in particular, as follows:

- Log all conversations regarding the issue
- Sign and request signatures on reports and statements
- Confidentially seek advice from expert sources
- Share concerns (with consent where required and appropriate) internally with senior staff/ Chair of the Board of Trustees
- Share concerns and make referrals to external agencies such as social services or the police, as appropriate
- Make a referral to the DBS regarding staff or volunteers in Regulated Activity whose conduct is harmful to Service Users and refer them to DBS when they are removed from Regulated Activity.

18. Safeguarding Policy Communication

18.2 All staff and volunteers have an obligation to learn about protection issues and their related responsibilities.

18.3 The Charity will communicate this Policy to all stakeholders and it will also make it available to the public. **Val Wawrosz, Managing Director**, will be responsible to the Board of trustees for communicating this Policy to them.

19. Adoption, Effect and Review

19.2 The policy was accepted by the Trustees at its meeting on:

19.3 The policy is to be reviewed annually

POLICY 31

Equality, Diversity and Inclusion Policy

POLICY STATEMENT

1. Tempus Novo (hereinafter referred to as either Tempus Novo or the Charity) recognises that discrimination and victimisation is unacceptable and that it is in the interests of the Charity and its employees to utilise the skills of the total workforce. It is the aim of the Charity to ensure that no employee or job applicant receives less favourable facilities or treatment (either directly or indirectly) in recruitment or employment on grounds of age, disability, gender / gender reassignment, marriage / civil partnership, pregnancy / maternity, race, religion or belief, sex, or sexual orientation (the protected characteristics).
2. Our aim is that our workforce will be truly representative of all sections of society and each employee feels respected and able to give of their best.
3. We oppose all forms of unlawful and unfair discrimination or victimisation. To that end the purpose of this policy is to provide equality and fairness for all in our employment.
4. All employees, whether part-time, full-time or temporary, will be treated fairly and with respect. Selection for employment, promotion, training or any other benefit will be on the basis of aptitude and ability. All employees will be helped and encouraged to develop their full potential and the talents and resources of the workforce will be fully utilised to maximise the efficiency of the organisation.
5. Our staff will not discriminate directly or indirectly, or harass customers or clients because of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, and sexual orientation in the provision of the Company's goods and services.
6. This policy and the associated arrangements shall operate in accordance with statutory requirements. In addition, full account will be taken of any guidance or Codes of Practice issued by the Equality and Human Rights Commission, any Government Departments, and any other statutory bodies.

OUR COMMITMENT

- To create an environment in which individual differences and the contributions of all our staff are recognised and valued.
- Every employee is entitled to a working environment that promotes dignity and respect to all. No form of intimidation, bullying or harassment will be tolerated.
- Training, development and progression opportunities are available to all staff.
- To promote equality in the workplace which we believe is good management practice and makes sound business sense.
- We will review all our employment practices and procedures to ensure fairness.
- Breaches of our equality policy will be regarded as misconduct and could lead to disciplinary proceedings.

- This policy is fully supported by senior management and has been agreed with trade unions and/or employee representatives.
- The policy will be monitored and reviewed annually

RESPONSIBILITIES OF MANAGEMENT

Responsibility for ensuring the effective implementation and operation of the arrangements will rest with the Chief Executive. Directors / Managers will ensure that they and their staff operate within this policy and arrangements, and that all reasonable and practical steps are taken to avoid discrimination. Each manager will ensure that:

- all their staff are aware of the policy and the arrangements, and the reasons for the policy;
- grievances concerning discrimination are dealt with properly, fairly and as quickly as possible;
- proper records are maintained.

The Executive team will be responsible for monitoring the operation of the policy in respect of employees and job applicants, including periodic departmental audits.

RESPONSIBILITIES OF STAFF

Responsibility for ensuring that there is no unlawful discrimination rests with all staff and the attitudes of staff are crucial to the successful operation of fair employment practices. In particular, all members of staff should:

- comply with the policy and arrangements;
- not discriminate in their day to day activities or induce others to do so;
- not victimise, harass or intimidate other staff or groups who have, or are perceived to have one of the protected characteristics.
- ensure no individual is discriminated against or harassed because of their association with another individual who has a protected characteristic.
- inform their manager if they become aware of any discriminatory practice.

THIRD PARTIES

Third-party harassment occurs where a Charity employee is harassed, and the harassment is related to a protected characteristic, by third parties such as clients or customers. Tempus Novo will not tolerate such actions against its staff, and the employee concerned should inform their manager / supervisor at once that this has occurred. Tempus Novo will fully investigate and take all reasonable steps to ensure such harassment does not happen again.

RELATED POLICIES AND ARRANGEMENTS

All employment policies and arrangements have a bearing on equality of opportunity. The Charity's policies will be reviewed regularly and any discriminatory elements removed.

RIGHTS OF DISABLED PEOPLE

The Charity attaches particular importance to the needs of disabled people.

Under the terms of this policy, managers are required to:

- make reasonable adjustment to maintain the services of an employee who becomes disabled, for example, training, provision of special equipment, reduced working hours. (NB: managers are expected to seek advice on the availability of advice and guidance from external agencies to maintain disabled people in employment);
- include disabled people in training/development programmes;
- give full and proper consideration to disabled people who apply for jobs, having regard to making reasonable adjustments for their particular aptitudes and abilities to allow them to be able to do the job.

EQUALITY TRAINING

A series of regular briefing sessions will be held for staff on equality issues. These will be repeated as necessary. Equality information is also included in induction programmes.

Training will be provided for managers on this policy and the associated arrangements. All managers who have an involvement in the recruitment and selection process will receive specialist training.

MONITORING

- The Charity deems it appropriate to state its intention not to discriminate and assumes that this will be translated into practice consistently across the organisation as a whole. Accordingly, a monitoring system will be introduced to measure the effectiveness of the policy and arrangements.
- The system will involve the routine collection and analysis of information on employees by gender, marital status, ethnic origin, sexual orientation, religion / beliefs, grade and length of service in current grade. Information regarding the number of staff who declare themselves as disabled will also be maintained.
- There will also be regular assessments to measure the extent to which recruitment to first appointment, internal promotion and access to training/development opportunities affect equal opportunities for all groups.
- We will maintain information on staff who have been involved in certain key policies: Disciplinary, Grievance and Bullying & Harassment.
- Where appropriate equality impact assessments will be carried out on the results of monitoring to ascertain the effect of the Company policies and our services / products may have on those who experience them.
- The information collected for monitoring purposes will be treated as confidential and it will not be used for any other purpose.

- If monitoring shows that the Company, or areas within it, are not representative, or that sections of our workforce are not progressing properly within the Company, then an action plan will be developed to address these issues. This will include a review of recruitment and selection procedures, Company policies and practices as well as consideration of taking legal Positive Action.

GRIEVANCES/DISCIPLINE

Employees have a right to pursue a complaint concerning discrimination or victimisation via the Company Grievance or Harassment Procedures.

Discrimination and victimisation will be treated as disciplinary offences and they will be dealt with under the Company Disciplinary Procedure.

REVIEW

The effectiveness of this policy and associated arrangements will be reviewed annually under the direct supervision of the Charity Chief Executive.

Reviewed: January 2024

POLICY 32

Health and Safety Policy

1. Introduction

- 1.1 Tempus Novo ("the Charity") recognises and accepts its responsibilities under the Health and Safety at Work etc Act 1974 including the responsibility to:
 - 1.1.1 provide and maintain a safe and healthy place of work
 - 1.1.2 provide adequate information, instruction, training and supervision
 - 1.1.3 provide and maintain plant and equipment and safe systems of work
 - 1.1.4 ensure safe access to and from the places of work
 - 1.1.5 work to prevent accidents and work related ill health

2. General Health and Safety

- 2.1 The overall responsibility for health and safety lies with the Managing Director, Val Wawrosz.
- 2.2 The Management are committed to achieving the highest standards of health and safety throughout the Charity.
- 2.3 The Management are also committed to complying with the requirements of the Management of Health and Safety at Work Regulations 1999 and other Regulations that apply to the Charity's work activities.
- 2.4 The Management team will ensure that assessments of all areas of work activities are carried out regularly, in order to identify hazards and work to prevent instances of injury, disease and dangerous occurrences arising.
- 2.5 The Management are also committed to ensuring that the work done by the Charity does not adversely affect the health and safety of any contractors or of members of the public.
- 2.6 The Management are fully committed to providing safe and healthy working conditions and adequate welfare facilities for all employees.
- 2.7 The Charity will strive to maintain excellence in health and safety matters and in this respect, employees and others are encouraged to co-operate with the management in all safety matters, to identify hazards and reduce the risk which may exist during work activities and to report any condition which may appear dangerous or unsatisfactory. The Charity will at all times consult with the employees on these matters.
- 2.8 The Senior Management will, so far as reasonably practicable, ensure that the Charity provides adequate financial resources to meet these objectives.
- 2.9 Copies of this policy are to be available to all Charity employees and other interested parties.

3. The Senior Management Duties:

- 3.1 The Senior Management will have at least basic knowledge and

understanding of the Health and Safety at Work etc Act 1974 and its associated Regulations and Approved Codes of Practice.

- 3.2 It will be the responsibility of all the Senior Management to keep all employees advised as to their responsibilities in respect of health and safety matters.
- 3.3 In order to protect the safety and health of employees and others affected by the Charity's operations, the Senior Management will:
 - 3.3.1 Take reasonable steps to familiarise themselves with the hazards and risks associated with working at the Charity and with the precautions which need to be taken to eliminate or control those risks.
 - 3.3.2 Establish procedures to deal with any emergencies.
 - 3.3.3 Appoint a suitably trained and competent person to assist them in carrying out their health and safety duties and relevant risk assessments.
 - 3.3.4 Ensure that employees receive sufficient training and information so that they can carry out their duties safely and competently. Ensure adequate funds and facilities are available for this purpose. Before entrusting work tasks to employees, take into account their capabilities as regards health and safety and ensure that suitable Risk Assessments are carried out on any hazardous activity.
 - 3.3.5 Initiate the timing and annual review of the Health and Safety Policy and ensure it is promoted to all employees and others working on behalf of the Charity.
 - 3.3.6 Ensure that all employees carry out the health and safety responsibilities allocated to them.
 - 3.3.7 Ensure the safety performance of the Charity is monitored and take action to remedy any identified deficiencies.
 - 3.3.8 Ensure that adequate provision is made for welfare facilities and that adequate first aid provisions are made.
 - 3.3.9 Ensure that all necessary PPE is provided to employees, and that instruction is given on its use.

4. Designated Health & Safety Person's Duties:

- 4.1 To ensure that all the Charity Management, Supervisors and Staff are aware of their individual Health and Safety responsibilities.
- 4.2 To initiate and/or recommend any changes, developments and amendments to the policy as and when necessary.
- 4.3 To inform the Health and Safety Executive of all notifiable accidents. Investigate any accidents or dangerous occurrences and recommend means of preventing re-occurrence.
- 4.4 To arrange appropriate training for all employees.
- 4.5 To create and maintain a Training Matrix for all staff.
- 4.6 To ensure that Risk Assessments (including where appropriate, COSHH,

Noise, Manual Handling etc) are carried out as needed.

- 4.7 To ensure follow up action as needed.
- 4.8 To promote an interest and responsible attitude towards Health and Safety matters throughout the Charity.

This policy will be reviewed annually or when there is a change in circumstances, in work practices or the introduction of new legislation.

Reviewed - January 2024