



Cotton Pub Co Limited- T/A The Holly Bush

Employee Handbook

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Welcome

Welcome to Cotton Pub Co. Limited and Welcome to The Holly Bush.

We are an award-winning public house that prides itself on good fresh food. The team has already established a good reputation for service and food, and we hope with the addition of yourself we will continue to strive.

In order for us to continue providing our customers with the highest quality standards of service and best value for money, it is essential that we all share a common philosophy in the way we approach and perform our individual and collective duties and responsibilities.

We will ask nothing of you that we would not ask of any member of staff, that being loyalty, honesty, and hard work. Each of us has an important part to play and all of us are reliant upon one another making a full contribution towards generating a harmonious and efficient working environment.

We set out in this handbook the policies and procedures by which we have attained our present status and with which we will seek to pursue our commitment to maximise and develop the potential of all our staff, whilst maintaining lasting and mutually beneficial working relationships.

We sincerely hope that you will enjoy a long and fruitful career with us. Please read this handbook carefully and address any queries that you might have to your manager

Terms and Conditions of Employment

Salary

Wages are paid weekly in arrears by credit transfer into your bank account by Friday, we normally process wages early on a Thursday where possible.

You will be asked to complete details of your bank account, sort code and address at induction. If these details change during your employment, you must notify the Manager as soon as possible.

You will receive a weekly statement of pay, detailing your salary and any deductions. Should you have any queries relating to the money you have received please contact the Manager.

Each year you will receive a P60 from the business detailing your earnings, income tax and national insurance deductions. You should keep this in a safe place as duplicates cannot be issued.

Hours of Work

Your hours of work will be as stated on your Written Statement of Terms and Conditions and the staff rota. It is your responsibility to check the rota and ensure you attend work on the days and shifts you have been allocated. You may be asked to work additional hours should the business require it.

Deductions

The Company reserves the right at any time during or in any event upon termination, to deduct from your salary or any monies due to you, an amount equivalent to any of the following:

- any overpayment of salary, bonus remuneration or other payment made to you during the course of this employment;
- the amount of any expenses claimed by you and paid but subsequently disallowed by the Company;
- an amount equal to any loss suffered by the Company, or the additional cost of covering your duties for the period not worked, where you fail to give us your contractual notice;
- the outstanding amount of any loan or advance made by the Company to you;
- any cost of repairing any damage to or loss of property, or any other loss sustained by the Company or any third party, caused by your breach of contract or your breach of the Company's rules or as a result of your negligence or dishonesty;
- the cost of any training courses that you fail to attend after arrangements have been made where the explanation is not satisfactory to the Company;
- the cost of any training subject to a training clawback agreement;
- holiday taken in excess of that which has been accrued at the point of termination of employment;
- the cost of any unreturned uniform, passes, keys, equipment, and resources upon termination of employment; and

Any amount deducted under this clause is a genuine attempt by the Company to assess its

loss and is not intended to act as a penalty. If the Company accidentally overpays you in respect of wages, bonus, commission, or expenses in a particular pay period, you must act in good faith and immediately notify the Manager. Failure to notify the Company in these circumstances may lead to disciplinary action under the Company's Disciplinary procedure.

Induction

On commencement of employment with the business you will attend a New Starters Induction at the beginning of your trial or initial shift. This induction will include a tour of the site, issue of your uniform, training in the policies and procedures.

Probationary Period

Your employment will be subject to a probationary period as detailed in your Written Statement of Terms and Conditions.

Staff Meetings

Staff Meetings will be arranged for early evening. Plenty of notice will be given.

It is an express condition of employment that you will make provision to attend meetings, which are of benefit to both the individual staff member and the business as a whole. Unreasonable refusal to attend a staff meeting would be considered to be a breach of contract.

Holidays

Holiday entitlement is as per the Written Statement of Terms and Conditions.

Holiday Pay is calculated at your basic hourly rate. The holiday year is 1st January to 31st December.

We reserve the right to have a shutdown or closure period where we reserve the right to fix holidays. Notice will be given.

Holidays require a minimum of two weeks' notice where possible. No more than 2 weeks' can be booked in one time unless the circumstances are exceptional and in this case; will require a Director's authorisation.

Do not make any holiday booking prior to authorisation being granted.

Holidays will be allocated on a first come first served basis. You must appreciate that we will not always be able to grant your request as cover may not be available. In normal circumstances only 1 member of staff, per department, can be on holiday at any one time.

If you terminate your employment, you may be required to take any accrued and untaken holiday during the notice period, to meet the needs of the business.

Holiday entitlement must be used within the holiday year it is accrued. It cannot be carried forward nor payment made in lieu of untaken holiday.

Employees who leave during the Holiday year will receive any outstanding days they have accrued in their final salary as Holiday Pay. Likewise, any holiday taken in excess of that

accrued will be deducted from a leaver's final pay.

Please note that all holiday, must be booked by the end of October to ensure that the loss of days does not occur, and that the business can plan future events.

Training

Where possible training will take place at the pub. You will be paid for your attendance or given TOIL.

Where training is arranged which is off site, you will be paid for your attendance/given TOIL but not paid for your travel time when you are not working but commuting.

If you do not attend and your reason for non-attendance is not acceptable to the Company, you will have the cost of the course deducted from your wages. **See Deductions.**

Statutory Sick Pay

The Company pays Statutory Sick Pay (SSP) in accordance with the statutory requirements. Employees are entitled to Statutory Sick Pay after 4 days of continuous absence. Statutory Sick Pay will be recorded on your pay statement.

Expenses

We will reimburse you for authorised and legitimate expenditure you reasonably incur. This only applies during the proper performance of your duties e.g. travel, accommodation and other agreed out of pocket expenses. You must get approval in advance, fill in an expenses claim form and submit valid VAT receipts as appropriate.

You must submit expenses claims promptly. Normally you should do this as soon as the relevant claim period ends. If you fail to submit claims promptly without valid reason, this may result in non-reimbursement. If you feel you cannot comply with our normal timeframe, please advise your line manager immediately. Attempts to claim expenses in breach of this policy can result in disciplinary action being taken.

Any questions about the reimbursement of expenses should be put to your line manager before you incur the relevant costs.

Confidentiality

Employee information is treated as confidential and is subject to the Data Protection Act. During the course of your employment, you may have access to confidential and sensitive information relating to our customer. **Never discuss personal details with other people.** Any breach of confidentiality will be considered as misconduct and may result in disciplinary action. If you have any concerns relating to confidentiality, please discuss with the Manager.

Other Employment

Unless employed on a casual/zero hour basis, you must devote the whole of your time, attention, and abilities during your hours of work to your duties for the Company. You may not undertake any other duties during your hours of work.

You may not, without the prior written consent of the Company, outside your hours of work with the Company, work for, advise or in any other way assist, whether directly or indirectly, any business or employment which is similar to or in any way connected or in competition with the business of the Company or which could or might reasonably be considered to impair your ability to act at all times in the best interests of the Company. If you are concerned about a conflict of interest, please discuss this with a Director.

Notice Periods

Notice periods are as per the Written Statement of Terms and Conditions. The Company reserves the right to pay in lieu of notice.

After notice of termination has been given by either party, the Company may at its absolute discretion, give the employee payments in lieu of all or any part of any notice, or provided the employee continues to be paid and to enjoy all his/her contractual benefits under the terms and conditions of employment, the Company may at its discretion exclude the employee from the premises of the Company and require that he/she carries out no duties at all until the termination of employment.

If, on leaving our employment, for whatever reason, you fail to work your full contractual notice, without our prior agreement, an amount equal to any loss suffered by the Company, or the additional cost of covering your duties for the period not worked, will be deducted from any final monies due to you. This is an express written term of your contract of employment.

Pension Scheme

The Company complies with auto-enrolment. Details are available from your Line Manager.

Short Time Working and Lay Off

In the event of a shortage of work situation arising, as an initial solution, we may require you to take some or all of your unused accrued holiday entitlement, which has not previously been confirmed as agreed and booked.

If due to a temporary shortage of work it becomes necessary to place employees either on short notice or lay them off without pay, such action will be taken in accordance with current employment legislation. We will in such circumstances apply the statutory guarantee payments as appropriate. As much notice as is reasonably practical will be given for any of the above situations.

Variation in Terms and Conditions of Employment

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. You will be notified of minor changes of detail by way of general notice to all employees and any such changes take effect from the date of the notice. Where any such change affects or alters any of the information contained in the Written Statement of Terms and Conditions you will be given individual written notice of such changes within one month after the change.

Company Procedures

Sickness Absence

Statutory Sick Pay is paid in accordance with statutory requirements and where you are eligible.

You are required to notify your Line Manager of your absence as soon as possible and no later than 10 a.m. on the first day of absence.

We request that contact is made by 6 p.m. of the afternoon before you intend to return in order that cover can be stood down.

You are required to self-certify for the first 7 calendar days (forms are available from your Line Manager), after which time a Statement of Fitness for Work is required.

The following information will be requested when you call in:

- Nature of Absence
- Expected duration of Absence
- Whether your illness is contagious

Certain infectious conditions require a minimum period before return to work. Consult the Manager when you notify them of your illness.

Texting is not acceptable. In normal circumstances it would be expected that it would be the employee making personal contact regarding their sickness absence.

If the employee is unable to return when expected, the employee is required to contact the Manager and advise them of the situation.

Contact by the Company

If we do not hear from you to report your absence, the Manager or their deputy will make reasonable attempts to contact you to locate your whereabouts and ensure your safety. This may include contacting your next of kin or calling the Police.

Illness on Holiday

If you are ill on holiday and this prevents you from travelling home (either by boat or plane) on time you are required to provide proof of your original flight/travel arrangements back to the UK in order to be able to have authorised absence. Failure to provide the required documentary evidence to support your assertion may result in disciplinary action being taken.

Infectious and Contagious Illness

If you are suffering from such a condition, you must not report for work without your doctor's clearance. Separate rules relating to infectious diseases and food handlers are to be found later in this handbook and you, if you are a food handler, must familiarise yourself with them. If in any doubt, please notify the Manager and consult your Doctor. The Company will comply

with the latest guidance on infection control.

Return to Work Interviews

Any absence will be followed by a Return-to-Work Interview conducted by the Manager. If you are returning to work after an infectious or contagious illness, we may require written clearance from your GP prior to returning to work.

Self-Certification Forms

The Company's Self Certification Forms are available from the Manager. Any absence up to 7 days can be covered by a self-certification form. Failure to provide correct information on a form is subject to the Company's Disciplinary Procedures.

Statements of Fitness for Work

A Statement of Fitness for Work will be required after 7 calendar days of absence. The statement should be handed to the Manager. If the employee remains absent the form should be hand delivered to the pub or posted.

Medical Appointments

The Company recognises that it is not always possible for employees to attend medical appointments outside of working hours. Where possible, employees are requested to arrange for such appointments to be at the beginning or end of shifts. This has the effect of minimising the disruption to the team. Medical appointments are unpaid, and employees are asked to provide as much notice as possible and an appointment card.

Compassionate/Bereavement Leave

The Company has set procedures in place with regards to time off in the circumstances of a bereavement.

In the event of bereavement, the following guidelines apply, however we understand that the constitution of each family differs and therefore the loss of other significant relatives (e.g. siblings, aunts/uncles) may notably impact an employee, therefore the allocated time off will be issued at the Director's discretion.

- Loss of mother / father/ husband / wife: One-week paid leave and day of funeral
- Loss of Grandparents: One day paid and day of funeral
- Loss of other relative: Day of funeral

Long Term Absence

The Company recognises Long Term Absence as one that is longer than 4 weeks in duration. Absence of this nature will be subject to Home Visits or meetings in order that contact is maintained between the Company and the individual concerned.

Contact during an Absence

Employees are requested to keep the Company informed of any changes to their condition during a sickness absence. The Company maintains the right to keep in touch with employees by letter, phone etc. to ensure that contact is maintained.

Time Off for Family Emergencies

In addition to parental leave, employees have a statutory right to take a reasonable amount of unpaid time off work to deal with family emergencies. There is no contractual entitlement to pay for such absences.

The right enables employees to deal with an unexpected or sudden problem and make any necessary longer-term arrangements:

- If a dependant falls ill or has been involved in an accident or assaulted, including where the victim is hurt or distressed rather than injured physically;
- When the employee's partner is having a baby;
- To make longer term care arrangements for a dependant who is ill or injured;
- To deal with the death of a dependant, for example, to make funeral arrangements or to attend a funeral;
- To deal with an unexpected disruption or breakdown in care arrangements for a dependant, for example, when the childminder or nurse fails to turn up;
- To deal with an incident involving the employee's child during school hours, for example, if the child has been involved in a fight or is being suspended from school.

For these purposes, a 'dependant' is the partner, child or parent of the employee, or someone who lives with the employee as part of the family. For example, this could be a grandparent who lives in the household. It does not include tenants or boarders living in the family home, or someone who lives in the household as an employee, for example, a live-in housekeeper. In cases of illness, injury or where care arrangements break down, a dependant may also be someone who reasonably relies on the employee for assistance. This may be where the employee is the primary carer or is the only person who can help in an emergency.

In the event of a family emergency occurring while an employee is at work, the employee must immediately inform the Manager of the nature of the emergency and seek permission to leave the workplace early.

In the event of an emergency occurring outside of an employee's normal working hours which will prevent them from reporting to work at their normal start time, the employee must contact the Company and speak to the Manager at the earliest possible opportunity and at a time as close to their normal start time as is possible. In any event, this must be no later than one hour after their normal start time. The employee must provide a detailed explanation of the nature of the emergency, the reason for their absence and how long they expect to be away from work.

Where the emergency is ongoing, employees must report to the Manager on a daily basis, and always before their normal start time. Employees must update the Manager on the reason for ongoing absence and how long they expect it to continue. They must inform the Manager as soon as possible of any change in the date of anticipated return to work.

The Company envisages that the amount of leave that will be taken will, in most cases, be one or two days at most. The leave to which the employee is entitled should simply be enough to help the employee to cope with the immediate crisis. Employees must actively

seek alternative longer-term care arrangements for the care of a dependant within one day of the emergency occurring. Should it not be possible to make such arrangements, employees must contact the Manager and explain why further absence is required. Authorisation of such continued absence will be at the absolute discretion of the Company.

The Company reserves the right to ask the employee to provide supporting evidence of the family emergency on their return to work. Employees are reminded that it is a serious disciplinary offence to refuse to provide or to knowingly provide false information on an absence request form.

In the event of a dispute between the Manager and the employee about whether a particular incident or occurrence falls under the terms of this policy, the Manager shall be responsible for determining whether the request for time off made by the employee relates to a genuine family emergency. Their decision shall be final.

Employees should note that this right is intended to cover unforeseen family emergencies. If employees know in advance that they are going to need time off, then they should speak to the Manager about the possibility of taking such time as part of their annual leave entitlement.

Finally, if an employee behaves dishonestly in claiming a right to time off to deal with a family emergency, this is a serious disciplinary offence and will be dealt with in accordance with the Company's disciplinary procedure. It may lead to summary dismissal on the ground of gross misconduct.

Jury Service

An employee who received notification that they have been selected for Jury Service is requested to bring a copy of the letter to the Manager as soon as possible in order that cover can be arranged. The absence will be treated as unpaid leave. You should claim for loss of earnings from the court. A form will be given to you by the court, please pass this to the Manager for completion.

Court Attendance as a Witness

As with Jury Service, if you are called by the court to attend as a witness you will be granted unpaid leave. You should claim for loss of earnings from the court. A form will be given to you by the court, please pass this to the Manager for completion.

Unauthorised Leave

Any absence that the Company has not authorised and that is not covered by a Self-Certification or Statement of Fitness for Work will be treated as Unauthorised Absence and may be subject to the Company's Disciplinary Procedures.

Authorised Leave

When personal circumstances prevent you from attending work, you must notify your Line Manager at the earliest opportunity to discuss the reasons for the absence.

The Line Manager may exercise discretion in authorising a specific period of absence without pay or agree to annual holiday being taken at short notice to cover the absence required.

Where the circumstances are of a private and confidential nature, such confidentiality will be respected.

Extended Leave of Absence

If an employee wishes to take extended leave of absence for any reason, they must apply in writing stating the reason and the dates required. The Company reserves the right to grant or reject the request. If the request is granted, the Company will enter into an agreement with the employee. The date of return will be specified in this agreement. Failure to return on the agreed date will be considered to be a breach of contract of employment that may result in an employee's dismissal.

Customer Relations

Customer relations is the art of caring for our customers, noticing their feelings, and reacting accordingly whilst also giving them every opportunity to buy our goods and services.

You are required at all times during work to adhere to the Company's policy on customer relations which is the following:

- Always make our customers feel welcome and greet them in a cheerful manner with a friendly smile.
- If you notice a customer is waiting to speak to a member of staff who is busy at that time, please acknowledge the customer verbally or let your body language suggest that they will be dealt with as soon as you can get to them.
- Always be polite and helpful and try to anticipate their needs. If unsure exactly what the customer requires never be afraid to ask. Adapt your approach to suit the customer and situations but always be positive in your approach.
- Always take the opportunity to maximise sales by having product knowledge and being able to offer extras and alternatives to basic requirements.
- Always address customer by name (if known) or as Sir/Madam. Always refer all queries and complaints to a member of the Company's Management.
- Some customers may require more information about the Company's products, locations, and services, and you can help by learning about our products, history and reputation and informing customers accordingly. For more detailed enquiries refer them to a member of the Company's management team.

Fire

The Manager will explain the fire plan to follow in the events of you finding a fire or hearing the alarm sounding.

Below are some of the key points to follow:

- Never tackle a fire
- On finding a fire, sound the nearest emergency break glass point

- Close doors and windows
- Make your way to the assembly point
- On hearing the fire alarm sound, close doors, and windows
- Make your way to the assembly point
- Do not discuss the cause of the fire at the assembly point
- No smoking is permitted at the assembly point

You can help your colleagues and work safely by:

- Smoking only in designated areas
- Reporting faulty or damaged leads, wires, and plugs
- Removing used cigarettes and ashtray waste to a metal bin
- Ensuring that fire doors are kept shut
- Attending fire training sessions on a regular basis

Introduction to Health and Safety

Accident Reporting

At work we expect all our employees to work in a safe manner. If you have an accident whilst at work or observe an accident to another employee, contractor, or customer you must ensure that you have reported it straight away to your immediate line manager/duty manager.

First Aiders

You will find their names on the staff notice board. The Manager will be able to tell you where your nearest first aid box is.

Practical Jokes

Never put others at risk by throwing objects, horseplay, or interfering with machinery or equipment.

Manual Handling

When moving or lifting any object make sure:

- You can see in front of you
- You lift heavy objects with another person or use equipment
- You keep your back straight and bend from the knees
- You have a secure grip and hands are dry

Use of Chemicals

- Never mix or drink chemicals

- Never bring chemicals in from home to use at work
- Never put chemicals into ex-food containers
- Never use bleach
- Always use the correct chemical for the correct job
- Always dilute chemicals in accordance with supplier's instructions
- Follow the safe system of work for the use of chemicals
- For your own safety never undertake a task without wearing the correct personal protective equipment (goggles, gloves, aprons)
- Keep chemicals in locked cupboards or stores (except when in immediate use)
- Make sure that all chemicals are in correctly labelled containers

Hazards

At work we will ensure that you are trained to carry out any activity that you undertake. In each department there will be a safe system of work for all activities we ask you to carry out. It is also your responsibility to report any unsafe working practices or hazards directly to a member of the management team.

Use of Knives

- When you are carrying a knife, make sure that it is pointing downwards and away from the body.
- If you slip or fall whilst carrying a knife, drop it at once.
- If you have to leave a knife laying around, make sure that it is laid flat, with the blade pointing away from the edge of the table.
- Always cut so that the blade is pointing away from the body, never towards it.
- When you have finished washing knives, do not leave them hidden beneath the water.
- Put your knives away immediately, remembering to store them carefully.

Spillage

If you spill something on the floor or find any spillage, mop it up at once and then dry it immediately. If it is left wet, someone else may slip on it. Place safety signs in the area if required.

Using Pots and Pans

- Never leave pan handles over a heat source
- Never let pans overhang the edge of a stove as they easily get knocked off
- Never place pans containing hot food or liquid above head height
- Always use a dry cloth when handling hot containers or pans. A wet cloth will create steam, which may result in a burn or cause you to drop hot food or liquid.
- Do not try to carry heavy, hot containers or hot liquids too far.

Glassware

Immediately inform the Manager of any breakages in a food or drink area. Glass is dangerous because it cannot be seen and could cause an injury if it gets into food or drink.

Always use plastic scoops to transfer ice. Never place a glass directly into a container for ice.

Ladders and Steps

Prior to using any ladders or steps, you must contact the Manager for training. Never use chairs as they are unsafe and not stable.

Pregnant and Nursing Mothers

Please let us know as soon as possible if you think you are pregnant or are a nursing mother. This is so that we can ensure that your work activities can be assessed, and you do not put yourself at risk.

Introduction to Food Hygiene

Food poisoning – an illness due to the consumption of contaminated food.

Symptoms of Food Poisoning

- Sickness/vomiting/nausea – the feeling of being sick
- Fever
- Abdominal pains
- Diarrhoea

Please most at risk are the elderly, people already sick, children and pregnant women.

Bacteria Can Be Found

- In the air/dust
- In our nose/throat/ears/stomach/on our skin
- In soil – then transferred to vegetables
- On raw foods/vegetables/fruit
- On animals and insects

Causes of Food Poisoning

- Bacteria
- Virus
- Chemicals

- Metals

Poisonous plants

High Risk Foods

- Cooked poultry/cooked meats
- Dairy produce
- Soups, sauces, and stocks
- Shellfish, seafood
- Cooked rice

Pasteurised egg is used when cooking. Bacteria require food, warmth, moisture, and time.

Personal Knowledge and Discipline

This section is designed to help you understand the importance of food safety through personal knowledge and discipline.

When you are working, please work in a clean and safe manner so you do not put yourself or others at risk.

Dirty Hands can Transmit Harmful Bacteria

Always follow the hand-washing code. Wash your hands after:

- Visiting the toilet
- Cleaning tasks/handling chemicals
- Handling raw foods e.g. meat, eggshells, and vegetables
- Between handling raw and cooked foods
- Handling rubbish
- After breaks
- After smoking
- After nose blowing
- After touching the face, hair, and other parts of the body.

Make your first task of the shift to wash your hands!

Food Storage and Preparation

Stock rotation will help to use food within the correct dates and save money as food will not be wasted. At the end of every night the refrigerators must be checked for any food past its use by date/best before date. Freezers/cellars/bars/bedrooms must also be checked on a regular basis for out of date food.

Never place raw food directly above cooked food because of drop contamination. Your immediate line manager will advise you of where to store items in the refrigerator and freezers.

Always keep raw and cooked foods separate to avoid cross contamination. Kitchens are provided with colour coded chopping boards. Make sure you find out which chopping board is for which food.

Wash your hands on a regular basis. Always wash hands between preparing raw and cooked foods. Fruit and vegetables must be washed before use.

Where possible use utensils to handle food instead of fingers. Avoid eating food and drink whilst preparing food. Remember to use utensils when tasting food and only use these once.

Temperature Control

No food should ever be at room temperature any longer than 4 hours. That does not mean you can leave it out up to 4 hours then refrigerate it. It must either be eaten within that time or else thrown away. Make sure that your refrigerators are working properly and will keep the food inside at 5°C or below, depending on their use.

These foods must be kept at or below 5°C:

- Soft or cut cheese
- Any cooked food (for cold or reheat)
- Prepared vegetables/meat salads
- Pies, pasties, sausage rolls, sandwiches
- Cooked or cured meat, smoked fish
- Dairy based cakes and desserts

If the refrigerator or freezer is not operating at the correct temperature immediately let a member of the management team know.

The normal operating temperature of a:

- Refrigerator is +3°C
- Freezer is -18°C

Do not try and pack excessive amounts of food into a refrigerator, do not block air circulation within and do not double-stack foods. All will affect the ability of the refrigerator to keep the correct temperature.

Try to reduce the amount of times refrigerator doors are opened during the day and ensure they are closed properly after use.

Food Allergies

If a customer lets you know they have an allergy, you must immediately inform the most senior person in the kitchen. They will be able to advise the customer on their meal requirements.

You must not give out the wrong information to a customer.

The most common foods to cause life-threatening reactions are peanuts, tree nuts, virgin nut, sesame seed oils/sesame seeds and shellfish.

The following items contain sources of nuts and nut products:

- Peanuts
- Tree nuts such as walnuts, almonds, Brazil nuts and hazelnuts
- Milk and milk products
- Eggs
- Fish
- Shellfish
- Wheat
- Soya

A customer may suffer a major allergic reaction known as Anaphylactic Shock. An ambulance must be called immediately.

Personal Hygiene

It is everyone's responsibility to ensure washing facilities are in good condition and properly equipped with running hot water, soap, and drying facilities. You will need tell management if there are items missing or not working.

Keep hands clean and nails short. False nails, clear or coloured nail varnish is not permitted. Jewellery should be avoided in the kitchen. Stones in rings can harbour bacteria and could fall out of the clasp into food. A plain wedding band and 1 pair of sleeper earrings are allowed.

Long hair should be tied up. Food handlers in the kitchen must wear a hat. Uniforms must be kept clean and changed daily. Leather or leather like, closed in, low heeled shoes must be worn. Daily baths/showers must be taken.

Make up must be discrete and strong smelling after-shaves and perfumes must be avoided.

Cleaning

When cleaning worktops, cutting boards, food slicers etc. always use the approved sanitiser. Your immediate line manager/duty manager will advise you of the approved cleaning chemicals to use. Bleach is not allowed in any Company kitchen.

The cleaning schedule will list daily, weekly, and monthly cleaning tasks. No chemical or washing solution may be used on a food preparation surface whilst it contains food. Cleaning must be carried out before and after food handling, not whilst food is still out. Cleaning tasks must not be carried out above open food.

Waste must be disposed of immediately and must not be allowed to accumulate in the premises.

Pest Control

Report any sightings of rats, mice, cockroaches to a member of the management team immediately. Any other sightings of insects of any kind must also be reported.

Do not leave open food lying about, always cover it.

Do not leave refuse, especially wet waste, lying around or uncovered.

External skips, dustbins and other rubbish containers must be kept covered at all times.

Remove refuse from food handling areas without delay. Bag all rubbish securely and take it to the refuse compound and make sure it goes in the bin.

Keep refuse areas clean and tidy. Strawn rubbish attracts rats, mice, and birds. Make sure the refuse bins are kept clean. Waste collecting in the bottom of the bins will provide an excellent breeding site for flies.

Employee Illness

Symptoms of vomiting and/or diarrhoea, and in some cases, throat, and skin infections, can be possible ways in which food can become contaminated and likely to make customers ill. It is important that food handlers with any of these symptoms do not work with food.

Immediately any food handler has vomiting and/or diarrhoea they must notify their manager who will ensure that they do not work.

Food handlers displaying symptoms described above may be asked to visit/consult their doctor. The doctor must be told of the food handlers' involvement in the catering industry.

Food handlers can only return to work when they have been symptom free for at least 48 hours and they have been given clearance by their doctor if visited.

You must advise us of anyone in your household that is suffering from any symptoms of food poisoning.

Maintenance

Good maintenance is essential to allow effective cleaning to avoid foreign body contamination and to help prevent pest infestations. If you see any damage or a defect, report it at once to your immediate line manager/duty manager.

Do not allow visiting maintenance men to put their tools or equipment on work surfaces or tables. Do not allow them to stand on tables or food preparation surfaces.

Make sure areas where maintenance has been carried out, the surfaces are properly cleaned down before any food handling takes place. This is especially so if any glass has been broken or there are small bits and pieces about resulting from the work e.g. bits of electrical wiring, small screws, nails.

Glass Breakage

Glass breakages must be reported straight away to your immediate line manager/duty manager and recorded on the breakages sheet which is displayed on the wall behind the bar. Broken glass is dangerous as it may not be seen and could be harmful if swallowed.

General Rules

General Attendance (Time Keeping)

You should ensure that you arrive at work sufficiently early, to be ready to commence work at your official starting time, ideally, we recommend 10 minutes before.

You are required to use the signing-in book to record your hours of work.

Lateness and absence will be recorded, and unacceptable levels of timekeeping and attendance will render you liable to disciplinary action.

Personal Appearance

High standards of personal appearance are important to the Company. You are expected to keep yourself clean and tidy at all times.

Where provided items of uniform must be maintained by the employee and will be replaced by the Company as required.

General Conduct at Work

At all times during your employment, the needs of the business are paramount, and you should ensure that at all times your efforts and energies are concentrated on achieving this objective.

You are expected to conduct yourself in a reasonable manner with fellow employees, customers, clients, or members of the public.

You are not permitted during your employment to disclose confidential information relating to the business, to any person, or organisation, without our prior written consent.

You are expected to comply with any reasonable instruction, or request, given to you by an authorised person.

Conduct outside of working hours

Whilst we have no intention, or wish, to intrude upon your activities, or interests, outside work, we would expect that none of our employees would be engaged in any activity outside working hours, which could result in adverse publicity to the business, or which would cause us to question your integrity, or prevents you from performing your duties/responsibilities to our satisfaction.

Personal Property

Please avoid bringing valuable personal items to work and do not leave any valuables either unattended or overnight. We cannot accept liability for the loss of, or damage to such personal property brought onto our premises.

Lost Property

All items of lost property should immediately be reported to the Manager. Similarly, any unidentified article should be handed to the same person whilst attempts are made to discover ownership.

Private Mail

All mail received will be opened and that may include private mail addressed to individual employees. Please do not post your private mail at our expense unless specific permission has been granted.

Photocopier

The office photocopier is intended for business use only. If an employee wishes to use the copier to copy a private document, you are requested to seek permission from the Manager. Reasonable copying will not normally be refused.

Friends and Relatives Contact

We discourage friends and relatives from visiting you at work, except in the case of emergency.

Parking

Parking on or around our premises is done at the owner's risk and we accept no liability for any damage caused to such vehicles.

If you are in any doubt as to where you are permitted to park your vehicle, please discuss with the Manager.

Staff Room

The Staff Room should be kept clean and tidy at all times. No portable electrical items are permitted that do not have a current portable appliance testing certificate.

Food & Drinks

Meals are to be taken at lunch time and eaten in the staff room, you may eat in the bar area when the staff room or office is full. Hot drinks must be consumed in the staff room and water is available in the bar for staff to drink. You are also permitted to use our tea & coffee, Soda (Plain soda only) and cordials.

Maintenance of building and Garden

The Company is constantly vigilant to maintain high standards of cleanliness, any member of staff therefore found to be neglecting their duties / responsibilities within this area will be subject to disciplinary procedures.

It is the responsibility of each individual to ensure that the jobholder or relevant persons on the cleaning rota carry out all cleaning duties. If a member of staff is sick or on holiday it will be assumed that staff will take the initiative to ensure that all cleaning duties are covered. It is the responsibility of the room co-coordinator to make sure these jobs are not forgotten; however, in their absence or forgetfulness use your initiative and speak to your Manager if jobs have been missed.

Company Telephones

The Company's telephones are intended for business use only. Prior permission must be sought before making personal calls. Permission will only be considered if the call is of an urgent/essential nature.

Similarly, it would be appreciated if employees would advise their families and friends that incoming calls must be restricted to urgent/essential matters only.

Employees who choose to ignore these rules will be liable to the Company for the cost of personal calls. They may also become liable for disciplinary action.

Mobile Phones

Employees who carry mobile phones are not permitted to use them during work.

Contact Outside of Work Hours

You accept as part of your conditions of employment that from time to time the Company in the proper performance of its duties, and with good reason, may have to contact you during out of work hours.

Notice Boards

The Company provides notice boards to keep employees informed of various aspects of the business. Employees may seek permission to post non-contentious items of interest on these boards.

Gambling/Betting

All forms of gambling/betting are strictly forbidden on the business premises at all times.

Selling of Tickets

The sale of tickets is prohibited on any of the Company's premises without prior authorisation from senior management.

Security

Maintaining the security of the buildings is everyone's responsibility. Never permit entry to the business to any person who is either unable to identify themselves or is unable to provide a suitable reason for being permitted entry outside of our opening times. You are requested to report any suspicious occurrences to the Manager as soon as possible.

Random searches

We reserve the right to conduct random checks on the persons and property of all employees whilst they are on our premises or engaged on our business. Where such random checks are conducted, care will be taken to ensure that a work colleague accompanies the employee concerned at the time of the search. In such circumstances you will be asked to remove the

contents of pockets, bags, vehicles etc. The random aspect of the right of search does not by definition imply suspicion against the individual concerned.

You may of course refuse to be searched but this may be considered to be a breach of contract on your part. We reserve the option to involve the police at any stage.

With Reason Search

We reserve the right to conduct checks on the persons and property of all employees whilst they are on our premises or engaged on our business.

Where such checks are conducted, care will be taken to ensure that a work colleague accompanies the employee concerned at the time of the search.

In such circumstances you will be asked to remove the contents of pockets, bags, vehicles etc.

You may of course refuse to be searched, and we reserve the option to involve the police at any stage.

Confidentiality

You must not disclose any information of a confidential nature relating to the business or its clients except in the proper course of your employment or as required by law.

You must not remove any documents or tangible items which belong to the Company, or which contain any confidential information from the Company's premises at any time without proper advance authorisation.

You must return to the business upon request, and, in any event, upon the termination of your employment, all documents and tangible items which belong to the business, or which contain or refer to any confidential information and which are in your possession or under your control.

You must, if requested by the Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

Paperwork and Administration

During the course of your employment, you will be required to complete business documentation which must be accurate and of a high standard.

Communications with the Media

Only a Director is authorised to make any communication or statement to the media in matters relating to the business.

Use of Cameras & Video Filming Equipment

Unless doing so with the express permission of your Line Manager or for the purpose of the Companies social media page, employees are not permitted to use cameras or video filming equipment on site at any time. This policy includes cameras within mobile phones.

Disposal of Food Waste

All scrap, surplus catering materials or out of date food remains the property of the Company. Unauthorised taking of such material constitutes theft and will be treated as serious misconduct under the Company Disciplinary Rules.

Authorisation for removal of any surplus company property requires the signature of a Director on a Scrap Note prior to its removal from site.

Company Policies & Procedures

Alcohol and Substance Abuse Policy

Employees, regardless of status are not permitted to consume alcohol whilst at work.

Illegal drugs must not be brought on to the premises. Where the Company suspects that an employee is in possession of drugs, the police will be called.

Any employee who has an addiction and requests help will be directed to expert help and advice for support and treatment.

Medicine may cause drowsiness or other side effects. Therefore, you are advised to discuss with the GP or pharmacist the nature of your work to ensure that the medication is compatible.

Any employee suspected of being under the influence of alcohol or drugs at work will be suspended on full pay prior to a thorough investigation. Such an offence will be subject to the Company's Disciplinary Procedure and may result in dismissal.

Health and Safety Policy

It is the responsibility of all employees to make themselves aware of our Health and Safety Policy issued separately to this handbook.

All Employees have a duty of care in respect of the health and safety of not only themselves, but of other employees, customers, and members of the public.

You must adhere to the general health and safety rules and procedures.

All accidents, no matter how minor, are to be reported without delay. Employees are required to fully co-operate with all subsequent enquiries, as to the cause, consequences and future prevention, of accidents.

Alcohol for personal consumption is not allowed on company premises, and you should refrain from consuming alcohol during working hours, this includes during lunch breaks, etc.

Under no circumstances should you present yourself for work whilst under the influence of alcohol, intoxicants, drugs, or other substances. Any attempt to work whilst in such a condition will be regarded as a serious breach of the rules.

The Company's Health and Safety Policy Statement is available for inspection at any time from the employee's Line Manager.

Personal Protective Equipment

Where protective clothing or equipment is issued to you, this is done for your protection and must therefore be worn or used at the appropriate times. Failure to wear protective clothing, or use safety equipment, will render the individual liable to disciplinary action. Remember that you have a personal responsibility for your own health and safety and that of others and

you should ensure that you exercise this responsibility carefully both through your actions and in the maintenance and care of such clothing or equipment.

Accidents at Work

All accidents and any injury that occurs to an employee whilst on the Company's premises or on authorised business must be reported as soon as possible.

Any injuries that do occur should be treated accordingly. Details of the accident must be recorded in the Accident Book in the presence of the immediate Supervisor/ First Aider.

The names and location of the trained first aiders are on the Company Notice Board and the Manager can also tell you who they are.

Inclement Weather Policy

Purpose

It is acknowledged that there may be times when it is problematic for staff members to attend work using their normal method of transport. There may have been sudden inclement or adverse weather conditions that cause disruption to the transport infrastructure.

This policy aims to ensure that equal and fair treatment is applied as far as possible to the staff who are unable to attend work, or who have to work a shorter day than normal, due to inclement weather.

It is acknowledged that individual circumstances will vary greatly and therefore it is unlikely that this policy will cover all eventualities. Management discretion may be necessary if there are exceptional circumstances.

Definitions

'Inclement weather' can be defined as snow, ice, fog, floods, which render extremely hazardous journeys by road, by both public and private transport.

'Extremely hazardous' is defined as those conditions in which the police and/or appropriate motoring organisations advise people not to make unnecessary journeys or indeed travel at all.

If you are unable to get to work because of the weather

If there are extreme weather conditions you are expected to make every reasonable effort to get to work, adapting your means of travel, if necessary, even if this means you will arrive late.

If you really are unable to attend work because of the weather conditions, you must notify the Manager within one hour of your usual start time. In this case you would normally be expected to take the time as annual leave or to make up any time lost within the next 4 weeks.

You may elect to take a day's unpaid leave only with the express authorisation of the Manager. Any exceptions to these guidelines would be at the discretion of the Manager.

Please note that failure to notify the Manager that you are unable to attend work would count as unauthorised absence and therefore be unpaid. Furthermore, it could constitute a disciplinary offence which may result in formal disciplinary action being invoked.

If the weather means you arrive late

If you do arrive late because of inclement weather, you will not normally be expected to make up the time lost.

If you know you will arrive late but are attempting to make it in to work, please ensure that the Manager is aware that you are attempting to attend work so that you can be further contacted if the business is closed due to the weather.

If the business is closed because of the weather

In exceptional circumstances, a decision may be made by the Manager to close the business and either allow staff to go home or tell them not to arrive for work. In this instance you would not be required to make up lost hours.

If the bad weather continues

The nature of this policy is to cater for initial, emergency situations. However, it is recognised that in some instances bad weather may continue and other services may be affected.

Staff members are requested to consider alternatives to enable them to attend work should the weather not improve, or more bad weather is forecasted. It may be that it is reasonable for a staff member to walk to work if public transport is affected or other methods of transport could be considered if driving is not possible.

If bad weather prevents you from returning from holiday on time

You should make contact with the Manager at the earliest opportunity to let them know that your return to work is delayed and when your likely return date will be. You may be required to take additional holiday or make up any hours owed to the Company. In addition, if you do not have any untaken holiday, you may be allowed to take unpaid leave.

If your childcare arrangements break down because of the weather

There may be circumstances where your inability to attend work is caused by your own child's school or nursery closure. In such circumstances guidance should be sought from the **Time Off for Dependents** section of this handbook.

CCTV Policy

Introduction

The business uses closed circuit television (CCTV) images to provide a safe and secure

environment for the customers, employees and for visitors to the setting, and to protect the business property.

This policy sets out the use and management of the CCTV equipment and images in compliance with the Data Protection Act 2018 and the CCTV Code of Practice. The CCTV facility records images only. There is no audio recording i.e. conversations are not recorded on CCTV (but see the section on covert recording).

Purposes of CCTV

The purposes of the business installing and using CCTV systems include:

- To assist in the prevention or detection of crime or equivalent malpractice.
- To assist in the identification and prosecution of offenders.
- To monitor the security of the business premises.
- To ensure that health and safety rules and business procedures are being complied with.
- To assist with the identification of unauthorised actions or unsafe working practices that might result in disciplinary proceedings being instituted against employees and to assist in providing relevant evidence.
- To promote productivity and efficiency.

Location of Cameras

Cameras are located at strategic points throughout the business premises, principally at the entrance and exit points. The business has positioned the cameras so that they only cover communal or public areas on the business premises, and they have been sited so that they provide clear images. No camera focuses, or will focus, on toilets, shower facilities or changing rooms.

All cameras (with the exception of any that may be temporarily set up for covert recording) are also clearly visible.

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

Recording and Retention of Images

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

Images may be recorded either in constant real-time (24 hours a day throughout the year), or only at certain times, as the needs of the business dictate.

As the recording system records digital images, any CCTV images that are held on the hard drive of a PC or server are deleted and overwritten on a recycling basis and, in any event, are not held for more than one month. Once a hard drive has reached the end of its use, it will be erased prior to disposal.

Images that are stored on, or transferred on to, removable media such as CDs are erased or destroyed once the purpose of the recording is no longer relevant. In normal circumstances, this will be a period of one month. However, where a law enforcement agency is investigating a crime, images may need to be retained for a longer period.

Access to and disclosure of images

Access to, and disclosure of, images recorded on CCTV is restricted. This ensures that the rights of individuals are retained. Images can only be disclosed in accordance with the purposes for which they were originally collected.

The images that are filmed are recorded centrally and held in a secure location. Access to recorded images is restricted to the operators of the CCTV system and to those line managers who are authorised to view them in accordance with the purposes of the system. Viewing of recorded images will take place in a restricted area to which other employees will not have access when viewing is occurring. If media on which images are recorded are removed for viewing purposes, this will be documented.

Disclosure of images to other third parties will only be made in accordance with the purposes for which the system is used and will be limited to:

- The police and other law enforcement agencies, where the images recorded could assist in the prevention or detection of a crime or the identification and prosecution of an offender or the identification of a victim or witness.
- Prosecution agencies, such as the Crown Prosecution Service.
- Relevant legal representatives.
- Line and Senior managers involved with disciplinary and performance management processes.
- Individuals whose images have been recorded and retained (unless disclosure would prejudice the prevention or detection of crime or the apprehension or prosecution of offenders).

The Managing Director of the business (or another senior director acting in their absence) is the only person who is permitted to authorise disclosure of images to external third parties such as law enforcement agencies.

All requests for disclosure and access to images will be documented, including the date of the disclosure, to whom the images have been provided and the reasons why they are required. If disclosure is denied, the reason will be recorded.

Individuals' access rights

Under the Data Protection Act 2018, individuals have the right on request to receive a copy

of the personal data that the business holds about them, including CCTV images if they are recognisable from the image.

If you wish to access any CCTV images relating to you, you must make a written request to the Data Protection Officer. Your request must include the date and approximate time when the images were recorded and the location of the particular CCTV camera, so that the images can be easily located, and your identity can be established as the person in the images. The business will respond promptly and in any case within 1 month of receiving the request.

The business will always check the identity of the employee making the request before processing it.

The Data Protection Officer will first determine whether disclosure of your images will reveal third party information as you have no right to access CCTV images relating to other people. In this case, the images of third parties may need to be obscured if it would otherwise involve an unfair intrusion into their privacy.

If the business is unable to comply with your request because access could prejudice the prevention or detection of crime or the apprehension or prosecution of offenders, you will be advised accordingly.

Covert recording

The business will only undertake covert recording with the written authorisation of the Managing Director (or another senior director acting in their absence) where there is good cause to suspect that criminal activity or equivalent malpractice is taking, or is about to take, place and informing the individuals concerned that the recording is taking place would seriously prejudice its prevention or detection.

Covert monitoring may include both video and audio recording.

Covert monitoring will only take place for a limited and reasonable amount of time consistent with the objective of assisting in the prevention and detection of particular suspected criminal activity or equivalent malpractice. Once the specific investigation has been completed, covert monitoring will cease.

Information obtained through covert monitoring will only be used for the prevention or detection of criminal activity or equivalent malpractice. All other information collected in the course of covert monitoring will be deleted or destroyed unless it reveals information which the business cannot reasonably be expected to ignore.

Staff training

The business will ensure that all employees handling CCTV images or recordings are trained in the operation and administration of the CCTV system and on the impact of the Data Protection Act 2018 with regard to that system.

Implementation

The Data Protection Officer is responsible for the implementation of and compliance with this policy and the operation of the CCTV system and they will conduct a regular review of our use of CCTV. Any complaints or enquiries about the operation of the CCTV system should be addressed to them.

Equal Opportunities Policy

The Company believes that all employees have the right to be treated fairly, equitably and with dignity at work.

As such the Company will not tolerate discrimination on the grounds of sex, race, colour, disability, age, nationality, religion, sexual orientation, or marital status.

Any employee found to have discriminated in this way will be subject to the Company's Disciplinary Procedures.

Any employee who feels that he/she has been victimised should raise the matter through the Company's Grievance Procedure. The matter will be investigated thoroughly.

Employee Wellbeing Policy

Purpose

The purpose of this policy is to support the mental health and wellbeing of all staff. It covers the businesses commitment to employee's health, responsibilities of managers and others, training and communications, support, and how to mitigate psychological risks to employee's health.

Our Commitment

The Company has legal obligations under health and safety legislation to manage risks to the health and safety of employees. In addition to reducing safety risks, this means operating the business in a way that minimises harm to employees' mental health. This includes ensuring that the demands of jobs are acceptable and having policies and procedures in place to support individuals experiencing mental ill health at work.

The Company will put in place measures to prevent and manage risks to employee wellbeing, together with appropriate training and individual support. It will also seek to foster a mentally healthy culture by incorporating these principles into Line Manager training and running regular initiatives to raise awareness of mental health issues at work.

Responsibilities

The Company has a legal duty of care to employees to ensure health at work, as set out in the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999. The Company will ensure that its policies and practices reflect this duty and review the operation of these documents at regular intervals.

Line Managers will put in place measures to minimise the risks to employee wellbeing,

particularly from negative pressure at work. Managers must familiarise themselves with the Health and Safety Executive's stress management standards and use these to mitigate psychological risks in their teams. For example, Line Managers should ensure that employees understand their role within the team and receive the necessary information and support from Line Managers and team members to do their job.

Line Managers must also familiarise themselves with the Company's policies on diversity and tackling inappropriate behaviour in order to support staff, for example on bullying and harassment issues.

Line Managers must ensure that they take steps to reduce the risks to employee health and wellbeing by:

- ensuring that the right people are recruited to the right jobs and that a good match is obtained between individuals recruited and job descriptions/specifications;
- keeping employees in the team up to date with developments at work and how these might affect their job and workload;
- ensuring that employees know who to approach with problems concerning their role and how to pursue issues with senior management;
- ensuring that work areas are regularly assessed to ensure that they are appropriate and fit for purpose; and
- Line Managers will ensure that personal data, including information about individuals' health, is handled in accordance with the Company's data protection policy / policy on processing special categories of personal data.

Employees must take responsibility for managing their own health and wellbeing, by adopting good health behaviours (for example in relation to diet, alcohol consumption and smoking) and informing the Company if they believe work or the work environment poses a risk to their health.

Any health-related information disclosed by an employee during discussions with managers, or any outsourced occupational health service is treated in confidence.

Health Promotion Initiatives

The Company may develop and run a range of health promotion initiatives designed to raise awareness of health and lifestyle issues affecting mental health and wellbeing. These programmes will be evaluated to determine their effectiveness.

The programmes may cover:

- stress management;
- disability awareness;
- bullying and harassment;
- handling violence and traumatic incidents at work;

- lifestyle behaviours, with voluntary screening (for example in relation to alcohol, drugs, and smoking); and
- physical activity and fitness.
- Employees may also be encouraged to establish clubs and groups designed to foster wellbeing, for example walking or dancing clubs.

Training and Communications

Line Managers and employees will regularly discuss individual training needs to ensure that employees have the necessary skills to adapt to ever-changing job demands. An examination of training needs will be particularly important prior to, and during, periods of Company change.

Line Managers and employees are encouraged to participate in communication/feedback exercises, which may include stress audits and staff surveys. All employees are expected to be aware of the importance of effective communication and to use the media most appropriate to the message, for example team meetings, one-to-one meetings, electronic communications, and Company-wide methods. The Company will ensure that structures exist to give employees regular feedback on their performance, and for them to raise concerns.

The Company will consider special communication media during periods of Company change.

If employees believe that their work, or some aspect of it, is putting their wellbeing at risk they should, in the first instance, speak to their Line Manager. The discussion should cover workload and other aspects of job demands and raise issues such as identified training needs.

A referral to outsourced occupational health may be made if this is considered appropriate.

Harassment and Bullying Policy

Overview

This policy applies to all employees, apprentices, contractors, volunteers, agency, and casual workers. If you are an employee, this policy does not form part of your contract of employment. We reserve the right to amend it at any time.

You should read this policy in conjunction with our Equal Opportunities Policy and Grievance Policy. We want to provide a working environment free from harassment, bullying and intimidation. This policy applies in the following contexts:

- anywhere on the Company's premises;
- anywhere off the Company's premises during work-related social events, business events or business trips.

Taking part in any of the following behaviour will lead to action under our disciplinary procedure, and this may lead to your dismissal for misconduct or gross misconduct:

- harassing or bullying anyone else;
- threatening anyone who raises a harassment or bullying complaint;
- retaliating against anyone who raises a harassment or bullying complaint;
- making allegations maliciously or in bad faith; and/or
- giving false or intentionally misleading information during any investigation.

Before you raise a complaint, you need to remember that the Company has a duty to protect all employees. That means that if you change your mind after complaining, even informally or in confidence, we may choose to investigate anyway. We will, however, not do so without talking to you first.

You should never be victimised or treated less favourably if you raise a harassment or bullying complaint, and you must inform your manager as soon as possible if you believe you have been subjected to this type of treatment.

If you are concerned about your own observations regarding the treatment of another, then sometimes the best approach is for you to challenge the behaviour or speak to your manager informally regarding your concerns.

What is harassment?

Our definition of harassment relates to behaviour connected to what is termed a 'protected characteristic' (please see our Equal Opportunities Policy for the definition of this phrase).

We define harassment as any situation where a worker is subject to uninvited conduct that, as an intended or unintended consequence, violates their dignity in connection with a protected characteristic.

We also define harassment as behaviour that creates a hostile, humiliating, degrading or similarly offensive environment in relation to a protected characteristic. Name calling, lewd comments, excluding colleagues, making insensitive jokes, and displaying pornographic material are all examples of harassment.

Physical, verbal, and non-verbal conduct can all amount to harassment. So can things you say or do online, especially on social media. This policy covers isolated or ongoing incidents of offensive behaviour. When someone treats another person less favourably because they either submit to such behaviour or refuse to do so, we also see that as harassment.

The impact on the victim is very important. People's behaviour can amount to bullying or harassment even if they had no idea it would be perceived that way.

Third Party Harassment

We want to create a workplace which is free of harassment. This objective extends beyond acts of harassment by those working for us to harassment by third parties such as parents, suppliers, professional visitors, members of the public.

You are encouraged to report any third-party harassment you are a victim of, or witness, in accordance with this Policy.

We will take active steps to prevent third-party harassment of staff. Action may include signage, information in contracts etc.

We will assess the risk of third-party harassment in the workplace and undertake to keep our risk assessment under regular review. We encourage you to come forward with any areas in which you believe our third-party harassment protection could be improved. Please let your Line Manager know.

If any third-party harassment of staff occurs, we will take steps to remedy any complaints and to prevent it happening again. Action may include warning the harasser about their behaviour, banning them from our premises, reporting any criminal acts to the police etc.

What is bullying?

We define bullying as any behaviour that leaves the victim feeling threatened, intimidated, humiliated, vulnerable, or otherwise upset. There is no need to demonstrate a connection with a protected characteristic to establish a bullying allegation.

As with harassment, physical, verbal, and non-verbal conduct can all amount to bullying. It can take various forms, from extreme behaviour involving violence and intimidation, through to subtle actions such as deliberate exclusion, e.g. 'sending someone to Coventry'.

Constructive criticism about your behaviour or performance from your manager or colleagues is not bullying. It is part of normal employment and management routine and should not be interpreted as anything different.

Bullying could involve a pattern of behaviour or a one-off incident. It could happen face-to-face, online, by phone or in writing. It can be verbal and non-verbal. It is not always obvious to others.

Although bullying is often connected to a power imbalance, that does not mean that it always involves a more senior person bullying a more junior person. It can also be directed at someone more senior than the bully. It may take the form of spreading rumours, refusing to

follow instructions, undermining authority, making fun of or mocking the more senior person or spreading rumours about them.

Our Position

We will not tolerate bullying or harassment by anyone working for us.

We expect you to treat people with respect and dignity in all communications you have with them, whether face-to-face, over the phone or in writing.

We will assess the risk of harassment in the workplace and keep our risk assessment under regular review. We encourage you to come forward with any areas in which you believe harassment protection could be improved. Please let your Line Manager know.

You are encouraged to report any harassment you are a victim of, or witness, in accordance with this Policy.

Our managers are trained to recognise behaviours which may amount to bullying and harassment. We will provide regular training to everyone on what our values mean and explain how you must 'live' these values in your interactions with others.

Our Sexual Harassment Code of Conduct includes the following:

- Bad and/or offensive language or gestures of any nature should not be used in the workplace, whether directed at a particular person or not.
- Inappropriate images or other content should not be viewed or shared at work.
- You should always think before making a joke in the workplace – could anyone be upset or offended by what you say?
- You should never invade colleagues' personal space.
- You should not exclude colleagues unfairly from discussions or events.
- You should not use crude humour.
- You should not use an aggressive tone or aggressive language when speaking with colleagues.
- You should not be physically aggressive towards colleagues.
- You should not make sexually suggestive comments
- You should not mock, mimic or belittle colleagues in relation to any protected characteristic or otherwise

- You should not gossip about your colleagues.

Our Sexual Harassment Code of Conduct and zero tolerance of harassment in the workplace apply equally:

- at work; or
- during any situation related to work such as at a social event with colleagues; or
- against a colleague or other person connected to the company outside of a work situation, including on social media; or
- against anyone outside of a work situation where the incident is relevant to your suitability to carry out your role.

Raising a Complaint

Many issues can be resolved informally. Before you use this formal procedure, it's sometimes a good idea to speak with whomever you feel is harassing or bullying you and explain that their behaviour is unwelcome, inappropriate, or it upsets you. Surprisingly often, they might not realise that their behaviour is having that effect on you (e.g., they might have thought of it as 'banter' and have had no idea that it was upsetting or inappropriate).

Sometimes it is difficult to speak with the perpetrator directly, in which case you should talk to your manager informally and in confidence. Should the issue be with your manager, or there's another reason you would prefer not to discuss it with them, you should instead speak to their line manager or a director of the Company.

If resolving the issue informally proves impossible, you should follow our Grievance Policy. We will treat your complaint in confidence, as far as is possible, and if we find that you have been the victim of harassment or bullying, we will take steps to stop it continuing or recurring. Sometimes, if we think it necessary, we may need to separate you from the person you complain about while we investigate. If that involves moving you to another room on a temporary basis, it is not a pre-judgment of your complaint. It is simply us trying to stop things getting worse during the investigation.

We realise that bullying and harassment are sensitive topics. We want to make sure that you have options available so that you feel able to come forward and report any issue you are having in confidence. For this reason, we have set-up an anonymous reporting option for cases of bullying and harassment. This allows you to report concerns anonymously should you feel that you need to. Details are at the end of the handbook.

The harassment does not need to have been aimed at you for you to bring a complaint. You may have witnessed harassment and come forward to make a complaint of harassment.

Should we decide that your complaint cannot be substantiated, we will explain why. Either way, we will look at ways of addressing your relationship with the person you accused. We may, for example, change your work pattern or theirs, or change the room in which you or they usually work in.

Protecting confidentiality

Harassment and bullying allegations can raise strong feelings and are always serious, which is why both the Company and the accuser have an obligation to maintain confidentiality as far as possible. This applies at every stage, including the investigation and the outcome. If you make a harassment or bullying complaint and fail to maintain proper confidentiality at any time during the process, or you are interviewed in connection with someone else's complaint and likewise fail to maintain confidentiality, you may face action under our disciplinary procedure, and this could lead to dismissal for misconduct or even gross misconduct.

Breaches of this Policy

Any breaches of this Policy will be handled under our Disciplinary Policy and may result in action including dismissal for gross misconduct or the termination of your contract with us.

Aggravating factors such as abuse of power over a more junior colleague will be taken into account in deciding what disciplinary action to take.

Anonymous Reporting Line

Should you feel you are unable to raise concerns regarding sexual harassment in the workplace directly, you are able to contact the Anonymous Reporting Line as detailed at the end of this handbook.

Staff Behaviour Policy

Introduction

In a working environment where there are other staff it is important and in everyone's interests for the environment to be harmonious and respectful.

Although we would like to think that this is always the case, this policy recognises that inappropriate staff behaviour, which may include harassment, can take place.

This policy aims to ensure that if inappropriate staff behaviour does occur in the workplace it is dealt with in a serious, sensitive, and confidential manner so that the matter can be resolved as quickly as possible for all concerned.

We are committed to tackling incidents of inappropriate staff behaviour swiftly and decisively.

We believe this action is needed to protect the setting, our employees, and our customers.

This policy covers the following areas where inappropriate behaviours may occur at work:

- Language;
- Jokes;
- Sexually explicit language and sexualised behaviour;
- Sexually innuendo;
- Silences and not speaking to each other;
- Banter and Horseplay;
- Flirting;
- Using a mobile phones and cameras at work;
- Aggression;
- Being hungover at work;
- Harassment;
- Bullying;
- Appearance;
- Making a complaint.

Language

Everyone has the right to hear other people speaking to them and each other in a courteous and pleasant manner without the use of slang, unnecessary abbreviations and swear words.

Jokes and inappropriate conversations

Everyone likes to hear a joke, but the joke may not be appropriate for this workplace. Care should be taken when telling a joke that is 'risky' that it doesn't lead to an inappropriate situation.

Inappropriate conversations may also include private conversations about intimate personal relationships, financial concerns, alcoholism, drugs etc. Colleagues do not have to hear conversations at work that embarrass, concern, or harass them. The Company will take allegations of this nature very seriously, and disciplinary action may follow.

Sexually explicit language/sexualised behaviour

Talking to another member of staff or customer in a sexually explicit manner is not appropriate in the workplace. Any staff member or visitor who has any concerns regarding another staff member using sexually explicit language or demonstrating sexualised behaviour should contact the Manager/Owner in confidence.

Such behaviour has no place in a work environment and will be treated very seriously. Any individual who undertakes to behave in this way will be subject to the disciplinary procedure which may include dismissal for gross misconduct.

Sexual Innuendo

Sexual innuendos have no place in a public environment. Do not make comments that could be construed as sexual innuendo.

Silences and not speaking to each other

Colloquially called 'sending someone to Coventry' the practice of being silent with another person and not speaking to them has no place in our working environment and will be seen as a form of harassment. Staff members are reminded of the need to be professional with each other at work. Any staff member who treats a colleague in such a way will be subject to the Company's Disciplinary procedure.

Banter and Horseplay

Employees should ensure they do not get involved with banter or horseplay at work. Different things affect us all in different ways, and therefore what one individual might think of as harmless could be felt to be serious harassment by another.

Flirting

Staff members should not flirt with each other, with customers, or other visitors to the business.

Using a mobile phone or camera at work

Care should be taken to ensure that staff members understand our policy on Mobile Phones, how they should be stored, when they can be accessed, by whom and when etc. Policies such as these are essential both to protect customers and staff.

Aggression at work

Being aggressive whether directed at colleagues, customers, suppliers, management, equipment, or something else is not acceptable staff behaviour. Anyone who is aggressive at work may face disciplinary action which can include dismissal for gross misconduct.

Being hungover at work

There is a fine line with being under the influence of alcohol (a gross misconduct offence) and being hungover. Employees who present themselves for work in what we believe to be a hungover state may face disciplinary action including dismissal for gross misconduct.

Harassment

It is important to note that the question of whether or not behaviour constitutes harassment rests with the person on the receiving end of the behaviour. Friendly, welcome and reciprocated actions are fine, but great care should be taken when interacting with others to

distinguish between behaviour that is viewed as welcome and behaviour that is unwanted and potentially offensive to another person. For example, someone tells a joke that they think is funny. Although it was just a bit of fun and the person did not intend to upset anyone, a colleague finds it offensive.

This individual may have a valid claim that they have been harassed. A single incident can constitute harassment if it is sufficiently serious. Alternatively, a series of relatively minor incidents or actions can be collectively viewed as harassment, in particular if the behaviour persists after the individual has expressed an objection to it or asked for it to stop.

The Company's position is that no harassment of any kind should take place, and all employees have a responsibility to ensure at all times that their own behaviour does not offend others.

It is important to remember that harassment:

- depends on the view of the individual on the receiving end of another person's behaviour;
- does not depend on the severity of the behaviour – a joke or a throw-away comment could be perceived as harassment by anyone who hears it
- can include behaviour that an employee sees or hears, even if it is not; directed at that employee and has nothing to do with him or her.

We all have a responsibility to discourage harassment and prevent it from taking place by:

- Being aware of the problems that harassment can cause, and ensuring that our behaviour does not cause others to feel harassed;
- Making our colleagues aware if certain conduct or behaviour is causing concern or offence to ourselves or to others.

Managers and Supervisors have a particular responsibility to prevent harassment taking place by:

- Being alert to the possibility that harassment may be happening in their area;
- Using their judgement to correct behaviour that could be considered offensive and reminding employees of organisational policy on this matter;
- Taking prompt action to stop harassment as soon as it is identified; • Dealing with all incidents quickly, seriously, sensitively and in confidence.

We will deal with all complaints of harassment promptly, fairly, sensitively and in confidence.

If an employee feels that he or she is unable to deal with a particular situation without support, he/she should ask his/her team leader or the Manager to explain to the person causing offence that their behaviour is unwelcome and must stop. If this initial approach fails

to resolve the problem, the employee may use the formal Grievance Procedure. Disciplinary action against the harasser/bully will be considered in all cases where a claim of harassment is substantiated. Please refer to the Bullying and Harassment Policy.

Bullying

Bullying is regarded as any behaviour, occasional or persistent, by anyone that intimidates or oppresses another person, possibly but not exclusively through misuse of authority or power. It invariably has a negative effect on the victim's self-confidence, self-esteem, and general well-being. It can be subtle in nature and is intended to hurt. It can take place with work colleagues in public or in private, at work or socially.

Examples of bullying may include:

- shouting or swearing at an individual
- persistent, excessive, unfair, or unjustified criticism
- public humiliation and/or insults
- constant ignoring of opinions
- withholding information without justification so as to cause difficulty or embarrassment to an individual
- unjustified, excessive monitoring and/or supervision
- setting someone up to fail – for example, setting a target/objective that cannot be achieved
- constant changing of targets for no justifiable reason
- unreasonably blocking requests for leave
- aggressive communications
- intimidating or threatening behaviour.

Please refer to our Bullying and Harassment Policy.

Appearance

Staff members are expected to maintain a high standard of personal appearance at work. They should adhere at all times to the Company's Dress Code. Should our code have an element of flexibility for example with the length of a skirt or the cut of a blouse, staff are expected to exercise good judgement and ensure their appearance is not perceived as too sexual for the workplace.

Making a complaint

Any staff member who wishes to make a complaint under the Inappropriate Behaviour Policy should contact the Manager or if that is not appropriate the owner in the first instance. Any investigation will be handled sensitively and as short a time frame as reasonably practicable.

Fair Allocation of Tips Policy

Introduction

The Company recognises that tips are often given to our team members to thank you for excellent service, and we acknowledge that you should be able to benefit from this additional income.

Under the Employment (Allocation of Tips) Act 2023 (“the Tips Act”), the Company is required to maintain a policy in respect of the fair allocation of tips because we receive ‘qualifying tips’ on more than an occasional and exceptional basis. The Tips Act applies to qualifying tips, gratuities and service charges that are paid at, or are otherwise attributable to, our place of work. In this policy, the term ‘tips’ is used to refer to tips, gratuities and service charges.

Under this policy, we confirm that all qualifying tips will be passed on to our team members (subject to required deductions, such as income tax) and distributed in a fair and transparent manner.

The term ‘team members’ includes our employees, workers and eligible agency workers.

Payment of Tips by Customers

Tips are received via card payments or optional service charges.

Collection and Allocation of Tips

All tips are put into the tip tin.

All money paid by way of qualifying tips, regardless of the method used for payment, is fairly allocated to our team members. The Company will only make deductions from that amount as required by law.

The Company will allocate tips based on the following factors that we consider fair and reasonable:

- Length of service
- Hours worked during the month tips were received

Payment of Tips

Tips will be paid by the end of the month following the month in which tips are paid by customers. Payment will be made with your weekly pay at the end of the month.

Record keeping and Data Protection

The Company will keep a record of all qualifying tips, and the amount allocated to each worker for a period of three years, beginning with the date on which the tip was paid.

Tipping records will be processed in line with current data protection legislation.

Requests to View Tipping Record

Workers have the right to make a written request to view the Company's tipping record for a period dating back three years, provided you were employed for the duration of the requested period. Workers can make one written request to view our tipping record per three-month period.

Requests to access these records should be sent to the Director and will be handled in accordance with data protection legislation.

You are entitled to see the total amount of qualifying tips received by the Company at our place of business, and the amount paid to you. Team members are not entitled to see the amount paid to any other worker.

Policy Review

The Company will keep this Fair Allocation of Tips Policy under review to ensure that it remains fair, reasonable and non-discriminatory. This policy is non-contractual, and the Company may make changes to it.

The Company will consult with you on any amendments to the allocation method used to allocate tips before any changes are implemented.

Resolving issues

In the first instance, any team member with concerns about the share of tips received should raise concerns with Jon Cotton. Team members may also make use of the Company's grievance procedure.

Social Networking and Personal Internet Presence Policy

Purpose and Scope

The purpose of this policy is to protect our employees, the reputation of employees, and the reputation of the business.

The Company recognises that such sites are increasingly useful, and enjoyable communication tools and acknowledges the right of staff to freedom of expression.

We also recognise that such platforms are engaging, and can support the setting in building its client base. Therefore, we need to protect such communications which reflect on our setting reputation.

Staff must be aware of the potential legal implications of material which could be considered abusive or defamatory.

Aims

This guidance applies to social networking sites, personal web pages, and personal space provided by internet providers and internet presence including blogs such as Facebook, Instagram, TikTok, LinkedIn etc. These platforms make available personal views to the general public.

This policy also concerns with messaging services, such as WhatsApp, Facebook Messenger, and other forms of direct/ private messaging.

It is important that employees including temporary workers, use their personal internet presence and social media in a way which does not adversely affect the Company's reputation. This includes its reputation as an employer, and as a business.

Process

Please do not make reference to your employment here on a personal internet site as outlined above, or if you intend to create such a site, you should not make reference to your Company or display photographs of yourself in setting uniform.

To avoid a conflict of interest and the risk of bringing yourself and the Company into disrepute please do not ask our clients to become your 'friends' on social networking sites or messaging services, and do not confirm their invitation to become their friend on the same.

You can be friends on social media sites if you already have a personal relationship with the client. If you require further clarification on this point please refer to the Manager.

You are expressly required to ask contacts in your network not to display photographs of you in Company uniform on their pages.

You will remove any photographs from your site or that of others that are a cause for concern to the Company as soon as practicable after the Company brings this to your attention.

Do not bring the Company or fellow colleagues into disrepute (including sexual, illegal, or offensive content, or content alluding to this) by way of social media, messaging services, or personal internet presence.

- Do not use social media, message services or personal internet presence to attack or abuse colleagues or Managers.
- You must not engage in bullying or harassment. This includes – but is not limited to - the exclusion of others in social media and messaging groups, and closed secret groups;
- Do not reveal information which is confidential information obtained in the course of your employment with the Company;
- Do not include or disclose contact details or photographs of fellow staff without their express permission;

- Do not 'add' fellow staff or managers in messenger groups without their express permission. For example, WhatsApp displays the contact numbers of individuals when they're added into a group. This may be liable to a breach in data protection;
- Do not breach copyright;
- Do not post libel or defamatory content;
- You must not use the name of the Company to promote any products or services, or political opinions.

Enforcement

Using social media, messenger services, and personal internet presence to refer to or notify business or personal contacts of an employee's new employer, may be seen as an attempt to solicit customers, or poach staff. This may result in civil proceedings being brought against the individual.

The Company reserves the right to check the social media accounts of employees for monitoring purposes.

The Company reserves the right to take action under the Disciplinary Procedure if necessary, where a breach of this procedure occurs. This may include a request for 'screenshots' which demonstrates the alleged breach.

Personal Relationships at Work

The Company recognises that employees who work together may form personal friendships and, in some cases, close personal relationships.

As a general rule, the Company does not wish to interfere with personal friendships and relationships. However, it must also ensure that employees continue to behave in an appropriate, professional, and responsible manner at work and that they continue to fulfil their job duties both diligently and effectively.

It is important for the Company to strike a balance between your right to a private life and the Company's right to protect its business interests. If you embark on a close personal relationship at work, whether the relationship is with a fellow worker, client, customer, supplier, or contractor, you are bound by the following provisions:

- You must not allow your relationship to influence your conduct at work. Intimate behaviour during normal working hours or on Company or client premises is prohibited. This includes, but is not limited to, holding hands, other close physical contact, discussions of a sexual nature or kissing.
- If you embark on a relationship with another employee in your department, you should declare this to your line manager as soon as reasonably practicable.
- If you are a manager and you embark on a relationship with a more junior member of staff, you should declare this to your Line Manager as soon as reasonably practicable. This is particularly important if you are the Line Manager of the employee because of the risk of the junior employee being afforded more favourable treatment,

or less favourable treatment if the relationship subsequently breaks down. In order to avoid a situation where you have managerial authority over a junior member of staff with whom you are having a relationship, the Company reserves the right to elect to transfer one or both of you to a job in another department, either on a temporary basis or permanently. The Company will first consult with both of you to try and reach an amicable agreement on transfer.

- If you begin a relationship with a client, customer, supplier or contractor and your relationship allows the potential for you to abuse your level of authority, you must declare the relationship to the Managing Director as soon as reasonably practicable. In these circumstances, the Company reserves the right to elect to transfer you to a job in another department where you will not be able to exert undue influence over the other party, either on a temporary basis or permanently. The Company will first consult with you to try and reach an amicable agreement on transfer.
- If a personal relationship (or the breakdown of a personal relationship) starts to affect your performance or conduct at work, then your Line Manager will speak to you with a view to your previous level of performance or conduct being restored. However, if your performance or conduct fails to improve or it reverts to the problem level, the matter will become a disciplinary one.

If you are having or have had a personal relationship and you are found to have afforded either more or less favourable treatment to the other employee because of this relationship or you have exercised undue influence over a client, customer, supplier or contractor, this is a disciplinary matter. Depending on the seriousness of the offence, it may amount to potential gross misconduct and could result in your summary dismissal.

Disciplinary and Capability Procedure

Purpose and Scope

This Procedure applies to all employees of the Company. **This procedure is non contractual.**

This procedure is designed to help and encourage all employees to achieve and maintain standards of conduct, attendance, and job performance. The aim is to ensure consistent and fair treatment for all in the organisation.

Principles

Informal warnings will be used where appropriate to resolve problems. No Disciplinary Action will be taken until the case has been fully investigated.

At every stage in the formal procedure the employee will be made aware of the nature of the complaint against him or her and will be given the opportunity to state his or her case before any decision is made.

Written notification of a formal disciplinary and capability meeting will be issued to an employee. This will state the nature of the complaint and advise the employee of the right of accompaniment.

At all stages of the procedure the employee will have the right to be accompanied to

disciplinary/capability meetings by a work colleague or trade union representative.

A range of potential sanctions are possible under our Disciplinary Policy. These include a warning or an extension of a warning, a change of duties, redeployment to another role (at the same or lower level – including demotion with a reduction in salary), and dismissal.

An employee will have the right of appeal against any formal penalty imposed or action taken.

The Formal Disciplinary Procedure

Where conduct is unsatisfactory, but the matter is not serious misconduct, the employee will normally be given a first written warning about the conduct as the first stage of the disciplinary procedure.

A copy of the first written warning given by the Manager will be made and retained on the individual's personal file for a period of 6 months, but will then be considered spent, subject to the achievement of sustained satisfactory conduct.

The employee will be made aware that the first warning they are issued with is the first stage of the disciplinary procedure and what improvement in their conduct is needed. They will be given the right of appeal.

Where a first warning has been issued and no sustained improvement in conduct is made, or where the misconduct is serious enough the employee will be issued with a final written warning.

A copy of the final written warning will be placed on the individual's personal file and will be disregarded for disciplinary purposes after 1 year.

This will give details of the complaint, the conduct required, and the timescale. It will also warn that failure to improve may lead to dismissal or some action short of dismissal and will refer to the right of appeal.

The Formal Capability Procedure

Where performance does not meet acceptable standards the first stage will involve the employee being given a First Improvement notice.

The first improvement notice will set out the performance problem, the improvement required and any help or assistance to be given.

The individual will be advised that this constitutes the first stage of the capability procedure. The first improvement notice will be kept on file for a period of 6 months, but will then be considered spent, subject to the achievement of sustained satisfactory performance.

Where a first improvement notice has been issued and no sustained improvement in performance is achieved, or where the performance is so serious, the employee will be issued with a final improvement notice.

This will give details of the complaint, the improvement required, and the timescale.

It will also warn that failure to improve may lead to dismissal or some action short of dismissal and will refer to the right of appeal.

A copy of the final improvement notice will be placed on the individual's personal file and will be disregarded for capability purposes after 1 year, subject to the achievement of sustained and satisfactory performance.

If there is still a failure to improve, the final step may be dismissal or some action short of dismissal.

In some circumstances alternatives may be considered as an alternative to dismissal. This may include deployment to a different role, demotion on reduced pay and/or extending your final written warning period to allow further time to assess whether the necessary standards are being achieved and sustained.

Dismissal

If the employee is dismissed for performance or for repeated misconduct, the dismissal will be with notice.

Where gross misconduct has been committed, the employee may be summarily dismissed without notice.

The employee will receive written notification of the reason for dismissal and will be given the right of appeal.

Authority to dismiss is reserved for the Manager/Director of the business.

Gross or Serious Misconduct

Acts which constitute gross misconduct, are listed below. It is to be emphasised that this list is not to be regarded as a complete or exhaustive one.

- Theft, fraud, and deliberate falsification of records, including falsely claiming to be working when not.
- Theft of tips.
- Giving free food/drinks to friends/family (also known as theft).
- Conviction for assault.
- Using Company property, stock or similar for own profit and benefit.
- Working in competition with the business.
- Acts of sabotage intended to damage a relationship between a customer and the Company.
- Serious breach of Health and Safety including Hygiene.
- Fighting, assault on another person.
- Serious bullying or harassment
- Discrimination under the Equality Act 2010.
- Deliberate damage to the Company's, patrons, or colleagues' property
- Serious insubordination
- Failure to carry out a reasonable management instruction.

- Breach of No Smoking.
- Misuse of the Company's property or name
- Bringing the Company into serious disrepute
- Being under the influence whilst on duty of alcohol or illegal drugs.
- Serious negligence or failure to follow Company procedures, which causes or might cause unacceptable loss, damage, or injury.

In some circumstances it may be appropriate for the employee to be suspended on full pay, to enable a full investigation to be carried out. This suspension is a neutral act, and its use does NOT imply any guilt.

Suspension will be kept as short as possible and will be on full pay.

Appeal

An employee has the right of appeal against the outcome of a disciplinary hearing. This appeal must be received in writing within 5 days of the outcome letter being received and must state the grounds of the appeal.

The appeal will be heard by a Senior Manager/Director or independent HR Consultant. His/her decision will be final. At an appeal, the disciplinary penalty imposed will be reviewed.

Grievance Procedure

Purpose and Scope

This Procedure applies to all employees of the Company. **This procedure is non contractual.**

This procedure is designed to outline the procedure to be followed where an employee or group of employees wishes to raise a formal grievance with their Company.

The aim of this procedure is to deal with all grievances, fairly, consistently, and speedily.

Principles

Employees should aim to deal with most grievances informally with their Line Manager.

If a grievance cannot be settled informally, the employee should raise it formally with the Manager or a Director.

Employees have the right to be accompanied to a grievance meeting by a work colleague or union representative.

The Procedure

The first stage of the grievance procedure is for the employee to advise the Manager of the nature of their grievance in writing.

The Company will then arrange a grievance hearing as soon as possible where the employee will have the opportunity to discuss their grievance. The employee will have the right to be accompanied at this meeting by a work colleague or union representative.

The Company reserves the right to adjourn any grievance meeting where further investigation is required.

Following the grievance meeting the employee will be sent a letter of grievance outcome. Within this letter the employee will be advised of their right of appeal if they are not satisfied with the decision.

If the employee wishes to appeal against the decision of the grievance meeting, they must appeal in writing within 5 days giving the grounds for the appeal.

The Company will arrange an appeal hearing to take place. The employee will have the right of accompaniment to the appeal hearing.

Following the appeal hearing the Manager or HR Consultant that heard the appeal will write to the employee and give their decision. Their decision will be final.

Malicious Grievances

Any employee found to have made a malicious grievance may be subject to disciplinary action.

Maternity Procedure

Purpose and Scope

This Procedure applies to pregnant employees and new mothers.

Procedure

The following notice periods must be complied with in order to safeguard employment rights.

You must notify the Manager in writing by the 15th week before the EWC (expected week of confinement) of the following:

- That you are pregnant;
- The Expected Week of Confinement (EWC);
- The date on which you wish to start your maternity leave.

You should provide the Manager with the MATB1 form issued to you by your midwife.

Within 28 days the Company will respond to you in writing to confirm your date of return to work. You can change the date you wish to return to work by giving 8 weeks written notice

to the Company.

Ante-Natal Care

You are entitled to paid time off to attend antenatal appointments during your working hours. In order to receive payment an appointment card must be produced confirming the appointment and you will be expected to return to work after your appointment wherever possible.

Statutory Maternity Leave

Statutory Maternity Leave is made up of Ordinary Maternity Leave and Additional Maternity Leave. You are entitled to 52 weeks statutory maternity leave and have the right to return to your old job.

The first 26 weeks of maternity leave is known as Ordinary Maternity Leave (OML).

These rights apply regardless of your length of service or the number of hours you work.

If you work full time, you have the right to return full time and the right to request to return part time. You do not have the right to return part time.

The Company will discuss any request to return part time with you and where possible will offer part time work. Requests should be made in writing and as much notice as possible should be given.

You can start ordinary maternity leave at any time from the 11th week prior to the expected week of confinement (EWC).

Additional Maternity Leave (AML)

Additional Maternity Leave (AML) is the second 26 weeks of maternity leave. Since 1st October 2008 mothers accrue contractual holiday entitlement during ordinary and additional maternity leave.

Returning to Work

If you take your full entitlement to maternity leave your return date will be the date previously notified to you in writing by the Company. If you wish to return early you must give 8 weeks' notice in writing to the Company with your new return date.

Statutory Maternity Pay

To qualify for Statutory Maternity Pay (SMP) you must have 26 weeks continuous service at the end of the 15th weeks before the EWC.

Rates for the flat rate of SMP change annually. You should contact the business Manager if you are unsure as to the current rate of Statutory Maternity Pay.

The following will apply:

- 6 weeks at 90% of normal weekly earnings over a reference period of 8 weeks immediately before the calculation date;
- 33 weeks at the flat rate of SMP.

If you don't qualify for SMP you may qualify to receive Maternity Allowance from the Benefits Agency.

Sickness Absence during Pregnancy

If you are absent from work because of a pregnancy related illness or reason during the 4 weeks before your EWC your ordinary maternity leave begins on your first day of absence. If the pregnancy related absence begins before the fourth week prior to the EWC your ordinary maternity leave starts on the fourth week.

Working during Maternity Leave

Since 2007 employees who work for the Company during their maternity leave to facilitate training or keeping in touch will not lose any Statutory Maternity Pay.

The maximum number of days an employee receiving maternity pay can attend work is 10 days in the SMP period. For the purposes of the regulations any work carried out in a day counts as 1 day's work.

Keeping in touch days can only be worked with the express permission of the Company. Should the Company wish the employee to work a Keeping in Touch Day, contact will be made with the employee on leave, and they will be asked if they are able to attend.

Similarly, should an employee on maternity leave feel able to attend work for a Keeping in Touch Day, the employee should discuss this with the Manager.

Breastfeeding Policy

The business is committed to creating an open and supportive culture for employees who are returning to work from maternity leave and are continuing to breast feed their child or are expressing breast milk during the day to give to their child later on.

You are encouraged to inform your line manager that you are breastfeeding or expressing before returning to work from maternity leave so that we can consider the request and prepare to help ease your return to work.

Risk assessment

Whilst you are breastfeeding, we have a duty to consider the working conditions and whether there is a risk to your health or the health of your baby. Your line manager will ensure that an updated risk assessment is carried out before your return to work and assess whether it is safe for you to perform your current role. If a risk is identified, we will do all that is reasonable

to reduce the risk, including temporarily changing hours or conditions. If the risk cannot be avoided, then suitable alternative work with similar terms and conditions may be found.

Facilities

We will, where practicable, make arrangements for an unoccupied space, which will be clean and warm and with a comfortable chair. A lock or privacy sign for that room will be provided whilst breastfeeding, with access to an electrical socket for the breast pump. Handwashing facilities will be in this room or nearby. Under no circumstances will an employee be expected to use a toilet facility for this purpose. There will also be facilities available e.g. a refrigerator for storing of breast milk and a hygienic place to clean pumps and store sterilising equipment.

Breaks

Reasonable time will be allowed during working hours to breastfeed/ express milk and rest. This in practice could mean agreeing an extended lunch and/ or other breaks.

Paternity Leave Policy

Eligibility - Paternity leave following the birth of a child

You will be eligible for paternity leave and pay if you:

- are the father of the child or the spouse or partner of the mother (including same-sex partner);
- have worked for the company for a minimum of 26 weeks by the 'notification week' i.e. the end of the 15th week before the expected week of childbirth (EWC) or, for expected date of placement (EDP) for adoption paternity leave, by the end of the week in which the child's adopter is notified of matching;
- have or expect to have responsibility for the upbringing of the child if you are the father or expect to have the main responsibility for the upbringing of the child if you are the mother's spouse or partner but not the child's father;
- have given the correct notice;
- have not taken a period of shared parental leave in respect of the child.

Eligibility - Paternity leave following adoption

You will be eligible for paternity leave and pay on the adoption of a child if you:

- have or expect to have the main responsibility for the child's upbringing;
- are either married to or the partner of the child's adopter;
- have worked continuously for the company for 26 weeks ending with the week in which the child's adopter is notified of having been matched with the child;

- have given the correct notice and complied with any requirements to produce evidence;
- have not taken a period of shared parental leave in respect of the child.

When can paternity leave be taken?

The paternity leave can be taken at any time in the 52 weeks after the child's birth or after the placement of a child in adoption.

The length of paternity leave

You can choose to take either one week or two weeks' paternity leave (not occasional days) and you can choose to start your leave.

Where the leave is taken:

- from the date of the child's birth or adoption (whether this is earlier or later than expected) or
- on a chosen day after the date of the child's birth or adoption (whether this is earlier or later than expected) or
- (in the case of birth) from a chosen date which is later than the first day of the EWC or
- (in the case of adoption) on a predetermined date that is later than the date on which the child is expected to be placed with the adopter.

Paternity Pay

Provided that in the eight-week period prior to the 15th week before the EWC or EPD (the Relevant Period) your earnings were not less than the lower earnings limit set by the Government, you will be entitled to receive Statutory Paternity Pay (SPP) during Paternity Leave. SPP is paid at a weekly rate set by the Government each year or, if your average weekly earnings in the Relevant Period are lower than this, then at 90% of your average weekly earnings in the Relevant Period.

Paternity leave following the birth of a child

You must let us know if you intend to take Paternity Leave by giving at least 28 days' notice in writing. You should tell us the start date of each week of leave to be taken, the EWC and confirm that you are taking the leave for the purpose of caring for a child or supporting the child's mother. You are able to provide two separate notices for each of your two weeks of leave. If you want to change the date that your Paternity Leave starts, then please give us 28 days' written notice or, if this is not possible, as much notice as you can.

Paternity leave following stillbirth

You are able to take Paternity Leave in the event of a stillbirth after 24 weeks of pregnancy or if your child is born alive after 24 weeks of pregnancy but later dies.

Paternity leave following the adoption of a child

You must let us know if you intend to take Paternity Leave by giving at least 28 days' notice in writing. You should tell us the start date of each week of leave to be taken, the EDP and confirm that you are taking the leave for the purpose of caring for a child or supporting the child's mother. You are able to provide two separate notices for each of your two weeks of leave. If you want to change the date that your Paternity Leave starts, then please give us 28 days' written notice or, if this is not possible, as much notice as you can.

Return to work after paternity leave

While you are on Paternity Leave, all the terms and conditions not relating to pay in your employment contract will apply. When you return, you will have the right to the same job with the same terms and conditions as you had before your Paternity Leave began.

You have the right to return:

- with your seniority, pension rights and similar rights
- on terms and conditions not less favourable than those which would have applied if you had not been absent.

You will not be subject to any detriment by the company because you took or sought to take paternity leave.

Parental Leave Policy

Purpose

Currently employees who are parents of children who are under 18 years of age and who have one year's continuous service are eligible to take unpaid parental leave.

Employees who qualify have a right to take up to 18 weeks' unpaid parental leave in total for the purposes of caring for a child. The right to take leave applies in relation to each of the employee's children, including twins or other multiple births.

What amounts to "caring for a child" is construed quite widely and could include simply spending more time with the child or visiting other family members. Leave is in blocks of 1 week unless the child is in receipt of disability living allowance, in which case leave can be taken in blocks of 1 day.

Eligibility

Parental leave is only available for employees who have at least one year's continuous service.

If an employee has taken leave with a previous Company, they can only take any remaining parental leave once they have completed a year's service.

Both parents of a child are eligible to take parental leave.

The Company reserves the right to request the evidence below, in order to assess eligibility for parental leave:

- that you have or expect to have parental responsibility for the child in relation to whom leave will be taken;
- the child's date of birth;
- the date of adoption placement (in respect of adoptive parents); • the child's entitlement to disability living allowance (if appropriate) to permit the employee to take leave in blocks of one day rather than one week.

Procedure

An employee who wishes to take parental leave must give the Company at least 21 days' notice and state the dates on which he/she wishes the period of leave to start and end.

The Company can postpone the parental leave if it considers that the operation of the business would be unduly disrupted by the employee taking leave at that time. It must do this within seven days of receiving the employee's notice.

If the Company has to decline the leave, the Company will:

- agree to allow the employee to take the same period of leave at a specified later date;
- consult the employee about the new start date, which must be within six months of the date the employee originally requested;
- write to the employee confirming the postponement, the reasons for it and the new dates when leave will start and end.

Details of the amount of parental leave taken will be passed on to any future Company if requested.

Invitro-Fertility Treatment (IVF) Policy

Purpose

This policy is intended to clarify the support arrangements to employees who are undergoing

IVF or other fertility treatment. The Company acknowledges the emotional pressures of undergoing IVF treatment and understands the potential anxiety and distress which individuals may suffer when going through such treatment. It is the Company's intention to support staff members when undergoing this procedure.

Supportive Management Action

When a Manager has been informed that a member of staff is undergoing or is likely to be undergoing IVF or other fertility treatment, they will ensure that the employee is supported and made aware of the provisions outlined in this policy.

The intention is that this policy will provide a consistent level of support to members of staff who are undergoing such treatments.

Confidentiality

The Company will maintain strictest confidentiality and will respect the dignity of the individual at all times during any treatment. The Company recognises its responsibilities under the Data Protection Act with regards to the processing of sensitive data.

Time off for IVF appointments

The Company operates a system of unpaid time off for medical appointments. The employee may request unpaid time off for medical appointments with regards to the IVF. Where possible the Company will try and accommodate those requests. The Company asks that as much notice as possible is given to enable the Company to find cover for the absent employee.

Implantation

The Company will treat the employee as pregnant from the date of implantation of the fertilized ova, the employee will therefore need to inform the Company of the date of implantation. A pregnancy risk assessment will be carried out ensuring the safety of the employee, also highlighting the Manual Handling Procedure.

Time off for Antenatal Appointments

From the point of implantation of the fertilised ova the employee is entitled to reasonable paid time off for antenatal appointments with a registered medical practitioner, registered midwife, or registered nurse. The Company reserves the right to ask to see the appointment card except for the first appointment. From here on the Company's Maternity Policy and Procedure can be followed.

Adoption Leave Policy

Introduction

This document sets out the Company's policy on adoption leave and pay for employees adopting a child. The Company implements the adoption rights set out in legislation.

The Company recognises that, from time to time, employees may have a question or

concern relating to their adoption rights. In this respect, it is our policy to encourage open discussion between you and your line manager to ensure that questions and problems can be aired and resolved as quickly as possible.

The adoption regulations are complex and so you should clarify the relevant procedures with your Manager who will seek advice to ensure that they are followed correctly.

Entitlement to adoption leave

In order to qualify for the right to take adoption leave, you must be adopting a child through an approved adoption agency.

If you are jointly adopting a child with your spouse or partner or civil partner, only one of you will be entitled to take adoption leave. You can choose which adopter will take adoption leave. The other adoptive parent will normally be entitled to take paternity leave, provided they meet the relevant eligibility criteria.

The right to adoption leave is not available to a stepparent who adopts their partner's child.

A foster parent may be eligible for adoption leave if they go on to adopt a child but only if the child that the employee fostered is then matched with them for adoption by an approved adoption agency (it does not include adoption via a court order), and the child is then actually placed with them for adoption.

In addition, where the date of placement of the child for adoption since 2015, dual approved prospective adopters in the 'fostering for adoption' scheme who have a child placed with them under section 22C of the Children Act 1989 with a view to them adopting that child are entitled to take adoption leave.

Where an employee is to become a parent through a surrogacy arrangement if the employee has applied for a parental order under section 54 of the Human Fertilisation and Embryology Act 2008 in respect of the child, or they are eligible for and intend to apply for such an order, or they have already obtained such an order, they will be entitled to take adoption leave in respect of that child.

An employee who intends to apply for an order may be required to provide statutory declarations as to eligibility to apply for a parental order and intention to apply for such an order. The other intended parent in the surrogacy arrangement may then be entitled to take paternity leave.

Notification of adoption leave

If you wish to take adoption leave, you must inform your Manager in writing of your request no later than seven days after the date on which notification of the match with the child is provided to you by the adoption agency. You must provide written details of the date on which you were notified of having been matched with the child, the date the child is expected to be placed with you for adoption and when you want your adoption leave to start.

As evidence of your entitlement to adoption leave, you will also be required to provide a copy of the relevant matching certificate and adoption papers from the adoption agency.

You are permitted to bring forward your adoption leave start date, provided you advise the Company in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. You may also postpone your adoption leave start date, provided you advise the Company in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

The Company will formally respond in writing to your notification of your leave plans within 28 days, confirming the date on which you are expected to return to work if you take your full 52-week entitlement to adoption leave.

Adoption leave

Assuming you are eligible, you are able to take up to 26 weeks' ordinary adoption leave and up to 26 weeks' additional adoption leave, making a total of 52 weeks. This is regardless of the number of hours you work. Additional adoption leave begins on the day after ordinary adoption leave ends.

Adoption leave can start on the day the child is placed with you for adoption (whether this is earlier or later than expected) or on a date that is up to 14 days before the expected date of placement.

Ordinary adoption leave

During the period of ordinary adoption leave, your contract of employment continues in force, and you are entitled to receive all your contractual benefits, except for salary. In particular, any benefits in kind (such as life assurance, private medical insurance, permanent health insurance, private use of a Company car or laptop and gym membership) will continue, contractual annual leave entitlement will continue to accrue and pension contributions will continue to be made. Your pension contributions will be based on the amount of actual pay you are receiving whilst the Company's contributions will be based on the salary you would have received had you not gone on adoption leave (i.e. it will continue to make any Company contributions that it usually makes). You may wish to increase your own contributions to make good any shortfall whilst you are in receipt of less than your usual salary.

Salary will be replaced by statutory adoption pay (SAP) if you are eligible to receive it.

You are encouraged to take any outstanding annual leave due to you before the commencement of ordinary adoption leave. You are reminded that, as a general rule, holiday should normally be taken in the year that it is earned and therefore if the holiday year is due to end during adoption leave, you should try to take the full year's entitlement before starting your adoption leave.

Additional adoption leave

During the period of additional adoption leave, your contract of employment again continues in force and, as is the case during the period of ordinary adoption leave, you are entitled to receive all your contractual benefits, except for salary. Any benefits in kind will continue and contractual annual leave entitlement will continue to accrue.

Salary will be replaced by SAP for the first 13 weeks of additional adoption leave if you are eligible to receive it. The remaining 13 weeks of additional adoption leave will be unpaid.

During the period of paid additional adoption leave (i.e. when you are still receiving SAP), your pension contributions will be based on the amount of actual pay you are receiving whilst the Company's contributions will be based on the salary you would have received had you not gone on adoption leave. You may wish to increase your own contributions to make good any shortfall whilst you are in receipt of less than your usual salary. However, unless the pension scheme rules or your contract of employment provide otherwise, the Company will not make contributions during any period of unpaid additional adoption leave. Subject to the pension scheme rules, you may make member contributions during this time.

Statutory adoption pay (SAP)

SAP is payable for up to 39 weeks during adoption leave. You are entitled to SAP if:

- You have been continuously employed by the Company for at least 26 weeks at the end of the matching for adoption week and you are still employed during that week;
- Your average weekly earnings in the eight weeks up to and including the matching week are not less than the lower earnings limit for National Insurance contributions;
- You give the Company at least 28 days' notice of the date from which you want payment of SAP to begin;
- You provide documentary evidence in the form of a matching certificate to show that you are adopting a child through an adoption agency (including your details, the name and address of the adoption agency, the date that the child is or was expected to be placed with you for adoption and the date that you were told by the adoption agency that you had been matched with the child).

For the first six weeks SAP is paid at the higher rate, which is equivalent to 90% of your average weekly earnings calculated over the period of eight weeks up to and including the matching for adoption week. For the purpose of calculating average weekly earnings, shift allowances, overtime payments, bonuses and commission are all included. The standard rate of SAP is paid for the remaining 33 weeks (or less if you decide to return to work sooner). This is paid at a rate set by the Government for the relevant tax year, or 90% of your average weekly earnings calculated over the period of eight weeks up to and including the matching for adoption week if this is lower than the Government's set weekly rate.

SAP is treated as earnings and is therefore subject to PAYE and National Insurance deductions.

SAP is paid into your bank account in the same way as salary is normally paid.

SAP can start from any day of the week in accordance with the date you start your adoption leave.

SAP is payable whether or not you intend to return to work after your adoption leave.

It is important for adoption pay purposes that you notify your line manager if, during the

adoption pay period, you are taken into legal custody or start to work for another Company.

Contact during adoption leave

Shortly before your adoption leave starts, the Company will discuss the arrangements for you to keep in touch during your leave, should you wish to do so. The Company reserves the right in any event to maintain reasonable contact with you from time to time during your adoption leave. This may be to discuss your plans for return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or simply to update you on developments at work during your absence.

Keeping in touch days

You may agree to work for the Company for up to a maximum of ten days during either your ordinary or additional adoption leave without that work bringing the period of your adoption leave to an end and without loss of a week's SAP. These are known as 'keeping in touch' days. Any work carried out on a day constitutes a day's work for these purposes.

The Company has no right to require you to carry out any work, and you have no right to undertake any work, during your adoption leave. Any work undertaken, including the amount of salary paid for any work done on keeping in touch days, is entirely a matter for agreement between the Company and you. Any keeping in touch days worked do not extend the period of your adoption leave. Once the keeping in touch days have been used up, you will lose a week's SAP for any week in which you agree to work for the Company.

Returning to work

You will have been formally advised in writing by the Company of the date on which you are expected to return to work if you take your full 52-week entitlement to adoption leave. You are expected to return on this date unless you notify the Company otherwise. If you are unable to attend work at the end of your adoption leave due to sickness or injury, the Company's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

Whilst you are under no obligation to do so, it would assist the Company if you could confirm as soon as convenient during your adoption leave that you will be returning to work as expected.

If you wish to return to work earlier than your expected return date, you must give the Company, preferably in writing, at least eight weeks' notice of your proposed date of early return. If you fail to do so, the Company may postpone your return to such a date as will give the Company eight weeks' notice, provided that this is not later than your expected return date.

If you decide not to return to work at all after adoption leave, you must give notice of resignation as soon as possible and in accordance with the terms of your contract of employment. If the notice period expires after your adoption leave has ended, the Company may require you to return to work for the remainder of your notice period.

Shared parental leave

Where the child is placed with you for adoption on or after 5 April 2015 and you give notice to end your adoption leave early and to formally opt in to the shared parental leave scheme instead, you may then be eligible to share the balance of your leave (and pay) with your spouse, civil partner or cohabiting partner (if they are also eligible) as shared parental leave (and statutory shared parental pay, if applicable). Shared parental leave is available for up to 52 weeks, reduced by the number of weeks of adoption leave you have taken (a minimum of two weeks of adoption leave must still be taken). It is up to you and your spouse or partner to agree between yourselves the amount of shared parental leave each of you will take, assuming you are both eligible, as long as the total time taken does not exceed the maximum permitted between you.

Shared parental leave can also be taken consecutively or concurrently but it must start no earlier than the date of placement of the child for adoption and it must end no later than 12 months after the date of placement of the child for adoption. You can also apply to take discontinuous blocks of shared parental leave. If you wish to consider shared parental leave, further details can be obtained from your Manager.

Rights on and after return to work

On resuming work after ordinary adoption leave, you are entitled to return to the same job as you occupied before commencing adoption leave on the same terms and conditions as if you had not been absent.

On resuming work after additional adoption leave, again you are entitled to return to the same job as you occupied before commencing adoption leave on the same terms and conditions as if you had not been absent. If, however, it is not reasonably practicable for the Company to allow you to return to the same job, the Company may offer you suitable alternative work, on terms and conditions that are no less favourable than would have applied if you had not been absent.

Adoptions from overseas

If you adopt a child from overseas, you may still be entitled to statutory adoption leave and pay. Special rules apply in these circumstances.

Time off to attend adoption appointments

From 2015, if you have been notified by an approved UK adoption agency that a child is to be placed with you for adoption, you are entitled to take time off during working hours to attend by appointment at any place for the purpose of having contact with the child or for any other purpose connected with the adoption. The appointment must have been arranged by or at the request of the adoption agency and must take place before the adoption placement date.

If you are a single adopter, you may attend up to five paid appointments. If you are a joint adopter, you may elect for one person (the primary adopter) to attend up to five paid appointments, while the other (the secondary adopter) may attend up to two unpaid appointments.

The maximum time off during working hours for each appointment is capped at 6.5 hours.

You may be asked by the Company to produce evidence showing the date and time of the appointment and that it has been arranged by or at the request of the adoption agency.

In addition, in the case of joint adopters, if you are the primary adopter, you will be required to sign a declaration stating that you have elected to exercise the right to time off to attend the paid appointments and, if you are the secondary adopter, you will be required to sign a declaration stating that you have elected to exercise the right to time off to attend the unpaid appointments. Please be aware that if you exercise the right to take paid time off to attend an adoption appointment, you cannot then elect to take paternity leave rather than adoption leave.

If more than one child is to be placed with you for adoption as part of the same arrangement, your entitlement to attend adoption appointments remains the same.

You should endeavour to give your line manager as much notice as possible of time off to attend adoption appointments and wherever possible try to arrange them as near to the start or end of the working day as you are able.

Neonatal Care Leave Policy

Introduction

We understand that having a child in neonatal care is an extremely stressful and challenging experience. We are committed to supporting you and doing what we can to help ensure that you are able to be by your child's side during this difficult time.

Scope

In this policy, neonatal care means:

- medical care that your child receives in a hospital;
- medical care that your child receives in any other place providing:
 - your child was previously admitted to a hospital as an inpatient and needs continuing care after leaving the hospital;
 - the care is under the direction of a consultant; and
 - the care involves ongoing monitoring and visits from healthcare professionals arranged by the hospital where your child was an inpatient; or
- palliative or end-of-life care.

Entitlement to neonatal care leave

Whatever your length of service, you have a statutory right to take neonatal care leave if at the date of the child's birth:

- you are the child's parent and have responsibility for the upbringing of the child; or

- you are the partner of the child's mother and have main responsibility for the upbringing of the child (apart from the mother).

Additionally, the following conditions must be satisfied:

- your child was born on or after 6 April 2025;
- your child started receiving neonatal care within 28 days after the date on which they were born (the 28 days are counted from the day after the child is born);
- the neonatal care has lasted seven days or longer without interruption (the seven days are counted from the day after the neonatal care started);
- you are taking the leave to care for your baby; and
- you have complied with the relevant notice requirements set out in this policy.

Amount of neonatal care leave you can take

The amount of neonatal care leave that you can take is one week for every week your child has spent in neonatal care without interruption. A week is defined as a period of seven days starting from the day after the neonatal care began.

The maximum number of weeks that you can take as neonatal care leave is capped at 12 weeks.

Any neonatal care leave must be taken in blocks of at least one week.

Timing of neonatal care leave

You can start your leave on any day after your child has received seven days of uninterrupted neonatal care.

The seven days are counted from the day after the neonatal care started.

For example, if your child's started receiving neonatal care on 7 April, the seven-day count begins on 8 April. This means that you can start your neonatal care leave on any day from 15 April.

Any neonatal care leave must end within 68 weeks of your child's date of birth.

The right to neonatal care leave is in addition to any other statutory leave that you may be entitled to.

How neonatal care leave may be taken

Neonatal care leave is available to take in two tiers:

- Tier 1: If neonatal care leave is taken while your baby is receiving care (and up to 7 days after your child is discharged) it is classified as a tier 1. You can take tier 1 leave in non-continuous blocks of at least one week at a time.
- Tier 2: All other leave falls within tier 2 and must be taken in one continuous block within 68 weeks after your child's date of birth.

Notice to take neonatal care leave

Notice during the tier 1 period

For each week of neonatal care leave that you wish to take in tier 1, you should notify your Manager by telephone or email, preferably before your first day of absence in that week. However, we understand that this is likely to be a challenging time for you, so please give notice as soon as is reasonably practicable for you to do so.

Notice during the tier 2 period

If you wish to take neonatal care leave in the tier 2, you will need to give notice in writing of your intention and entitlement to take neonatal care leave.

If you are taking a single week of neonatal care leave, you should provide at least 15 days' notice.

If you are taking two or more consecutive weeks of neonatal care leave, you should provide at least 28 days' notice.

Changing your neonatal care leave plans

If you have submitted a notice of intention and entitlement to take neonatal care leave during the tier 2 period but wish to cancel your leave, you must inform your Manager.

If you intended to take a single week of neonatal care leave, you must submit notice at least 15 days before the first date that you had chosen for your leave to start.

If you intended to take two or more consecutive weeks, you must submit notice at least 28 days before the first date that you had chosen for your leave to start.

Late notice

We understand that having a child in neonatal care is an incredibly difficult time for parents. Please be assured that if it is not possible for you to meet the timeframes for giving or withdrawing notice as set out in this policy, we will accept later notice than this and, in some cases, we may waive the requirement for you to give notice altogether.

Other statutory leave

You are entitled to take neonatal care leave in addition to any other statutory leave that you may be entitled to.

If you have already started a period of statutory leave, but subsequently become eligible for neonatal care leave, you can take your neonatal care leave after completing the other statutory leave, provided that your neonatal care leave is taken within 68 weeks of your child's birth date.

If you have already started a period of neonatal care leave during the tier 1 period but need to begin another type of statutory leave, your neonatal care leave will be temporarily paused immediately before the other statutory leave begins.

You cannot take neonatal care leave in the tier 2 period if, at the time of giving notice, you are aware that the leave will overlap with another type of statutory leave.

Statutory Neonatal care pay

The rate of statutory neonatal care pay is set by the Government for the relevant tax year, or at 90% of your average weekly earnings (whichever is lower).

You will qualify for statutory neonatal care pay if:

- you are entitled to take neonatal care leave;
- you have at least 26 weeks' continuous employment with us at the end of the relevant week;
- you remain in continuous employment from the end of the relevant week (or from the child's birth if they were born before the relevant week);
- your average weekly earnings are not less than the lower earnings limit for national insurance contributions;
- you have complied with the relevant notice and evidential requirements; and
- you have confirmed when you wish to start receiving statutory neonatal care pay.

Changes affecting your entitlement to neonatal care leave and pay

You must keep your Manager informed about the date that your child's neonatal care ends as soon as reasonably practicable after the care has ended.

If you suffer a bereavement

Employees who have accrued entitlement to neonatal care leave can still take the neonatal care leave that they have accrued if their child passes away.

Employees may also be entitled to parental bereavement leave in these circumstances, under our Parental Bereavement Leave policy.

Parental Bereavement Leave Policy

Introduction

Since April 2020, the Parental Bereavement (Leave and Pay) Act 2018 provides for at least two weeks' leave for employees following the loss of a child under the age of 18 or a stillbirth after 24 weeks of pregnancy. Under the new rule primary carers, not just parents, will be entitled to time off work following the death of a child. This includes adopters, foster parents, and guardians, as well as more informal groups such close relatives or family friends who have taken responsibility for the child's care in the absence of parents.

Entitlement to Parental Bereavement Leave

Employees with 26 weeks' continuous service will be entitled to paid leave at the statutory rate and other employees will be entitled to unpaid leave.

Notification of Leave

Leave can be requested two times. Either immediately on the death of a child, where no notice is required, or within 56 weeks of the death of a child, where 1 weeks' notice is required.

Statutory Parental Bereavement Pay

This will be at the same rate as other parental statutory payments and increases in April each year. For more information as to the rate of pay you will receive, please contact your Manager.

Carers Leave Policy

Introduction

We recognise that employees who have caring responsibilities may need our support to help them combine these responsibilities with work. We have adopted this policy to demonstrate our support for employees who are carers, and to set out what support is available.

We aim to give carers the same recruitment and career opportunities as everyone else and will provide them with as much support as possible to achieve this.

Definition of carers

When defining carers, we aim to strike a balance between recognising the special circumstances of caring, and not classifying carers as a rigid or separate group.

We define carers as employees with significant caring responsibilities that have a substantial impact on their working life. The activities that carers undertake for a dependent are wide ranging, including:

- help with personal care;
- help with mobility;
- managing medication;
- practical household tasks;
- emotional support; and
- help with financial matters or administration.

Carers' circumstances

Carers' needs are different from the needs of employees with routine childcare responsibilities, and the circumstances and milestones of caring are different from those of routine childcare.

Caring can be unpredictable and emotionally upsetting. An employee may acquire caring responsibilities overnight, for example where their parent has a stroke, or caring responsibilities may develop over time, for example where the employee's partner has a debilitating long-term health condition. With routine childcare, the child's journey is more predictable as they grow older, go to school, and become more independent. The milestones of caring may go in the opposite direction, for example an elderly parent may become frailer and more dependent over time, and a disabled child may continue to have significant support needs when they become an adult.

Eligibility

You will be eligible to request to take unpaid carers leave if you have a dependent who has one of the following and requires your support.

- A long-term care need: defined as an illness or injury that requires/ is likely to require care for more than 3 months.
- A disability under the Equality Act 2010; or
- Issues relating to old age.

If you are eligible for carers leave you will be entitled to 5 days unpaid leave within a 12-month rolling period. This must be taken in a minimum of half a working day at a time.

Definition of Dependent

A dependent is defined as one of the following:

- Child
- Parent
- Spouse
- Civil partner

- Someone else who is regarded as part of the family and lives in the same house as you (not including tenants, boarders, lodgers, or employees)
- Anyone else who is reliant on you in an emergency situation

Identification and disclosure

You are not required to disclose to your line manager that you are caring for someone but are encouraged to do so. This will help us provide appropriate support to you. Line managers will respect the confidentiality of any information provided to them in this regard.

When you disclose to your line manager that you are a carer, we will process any personal data collected in accordance with our data protection policy. Data collected from the point at which an employee informs us of their caring responsibilities is held securely and accessed by, and disclosed to, individuals only for the purposes of supporting the employee in their caring responsibilities (for example when dealing with requests for flexible working).

Procedure

If you are eligible and need to request carers leave you will need to complete the carers leave form and submit this to your line manager.

When requesting carers leave you must provide us with notice that is either twice the length of time being requested or three days whichever is longer.

Example 1-

Storm wants to request ½ a day's carers leave so would need to provide her manager with 3 calendar days' notice.

Example 2-

Autumn wants to request 3 days carers leave so would need to provide her manager with 6 calendar days' notice.

Once submitted we will review your request and try our best to authorise this although we do have the right to postpone your request if we reasonably believe the approval would cause unwarranted disruption to the operation of the business. If your request is postponed, we will provide a written counter offer within seven days of your request explaining the reasons for the postponement and revised dates. You will be entitled to take the leave within a month of the original request as long as you are eligible to do so.

Menopause Policy

Introduction

This policy sets out the rights of employees experiencing menopausal symptoms and explains the support available to them.

The menopause is a natural event in most women's lives during which they stop having periods and experience hormonal changes such as a decrease in oestrogen levels. It usually occurs between the ages of 45 and 55 and typically lasts between four and eight years. However, each woman's experience will differ, and menopausal symptoms can occasionally begin before the age of 40. Perimenopause, or menopause transition, begins several years before menopause. Women may start to experience menopausal symptoms during the final two years of perimenopause.

While symptoms vary greatly, they commonly include:

- hot flushes;
- night sweats;
- anxiety;
- dizziness;
- fatigue;
- memory loss;
- depression;
- headaches;
- recurrent urinary tract infections;
- joint stiffness, aches, and pains;
- reduced concentration; and
- heavy periods.

Each of these symptoms can affect an employee's comfort and performance at work. The business has a duty to provide a safe working environment for all employees and therefore commits to ensuring that adjustments and additional support are available to those experiencing menopausal symptoms.

Available support

The business aims to facilitate an open and understanding working environment.

Employees are encouraged to inform their line manager that they are experiencing menopausal symptoms at an early stage to ensure that symptoms are treated as an ongoing health issue rather than as individual instances of ill health. Early notification will also help line managers to determine the most appropriate course of action to support an employee's individual needs. Employees who do not wish to discuss the issue with their direct line manager may find it helpful to have an initial discussion with a trusted colleague or another manager instead. They can then support you in raising the issue.

The business signposts external sources of help and support for employees and managers, including information from:

- [Menopause Matters](https://www.menopausematters.co.uk) (https://www.menopausematters.co.uk), which provides information about the menopause, menopausal symptoms, and treatment options;
- the [Daisy Network Charity](https://www.daisynetwork.org) (https://www.daisynetwork.org), which provides support for women experiencing premature menopause or premature ovarian insufficiency; and
- the [Menopause Café](https://www.menopausecafe.net) (https://www.menopausecafe.net), which provides information about events where strangers gather to eat cake, drink tea, and discuss the menopause.

Reasonable adjustments

Temperature control

The business strives to achieve a comfortable working temperature for employees. The business will allow flexibility within its dress code where reasonable.

Flexible working

The business recognises that difficulty sleeping is a common symptom of the menopause. To reflect this, as well as the impact of other common symptoms, we aim to facilitate flexible working wherever possible. Requests for flexible working could include asking for:

- a change to the pattern of hours worked;
- permission to perform work from home (where appropriate for the role);
- a reduction in working hours; or
- more frequent breaks.

Employees should discuss such requests with their line manager. Depending on the circumstances, requests may be approved on a permanent or temporary basis.

Lone Working Policy

Introduction

Lone workers spend some of their working hours alone for a variety of reasons. In any case, the Company recognises that working alone may involve an increased risk to the health and safety of its employees. The Company has a policy that helps to ensure that it succeeds in its responsibility to manage the risks faced by its employees.

- Under the terms of the Health and Safety at Work Act 1974 the Company has a duty to ensure the health and safety of its employees as far as is reasonably practical.
- The Management of Health and Safety at Work Regulations 1999 place a duty on the Company to assess the degree of risk in the workplace.

Aims of the Policy

- To ensure the safety of lone workers when exercising their duties in the absence of any colleagues or supervisors; and
- To ensure that the Company complies with all of its legal obligations.

Risk Assessments

The Company will carry out risk assessments on all types of work that are (or are likely to be) undertaken alone with particular regard when doing so to the following factors:

- Risk of Violence (particularly when handling money or dealing with the public);
- Equipment (must be suitable and safe for use by one person);
- Location;
- Materials (all materials used by suitable for use by one person); and
- Proximity to Help.

Procedures

All lone workers should adhere to the following guidelines when working alone:

- Familiarise yourself with your location, fire safety procedures and escape routes in the event of an emergency.
- Where possible ensure that you have keys to all entrances and exits and keep them locked at all times.
- Do not allow unexpected visitors in unless they carry sufficient identification.
- Familiarise yourself with the alarm system at your location.
- Ensure that you leave your contact details with Jon Cotton.
- Make sure that people at home are aware of your movements.
- In the event that you feel unwell seek help immediately and if necessary call 999.
- Under no circumstances should you ever undertake the following activities:
 - Enter the loft
 - Go to clear the garden leaving the pub empty
 - Put down the large umbrella outside by yourself
 - Use any step ladders or stand on any stools

Control Measures

- Checks of employees located within Company premises or property will be made every 2 hours.
- All Lone workers must carry a fully charged and switched on mobile phone whilst lone working.
- In the event of an emergency the main points of contact will be as follows:
 - Jon Cotton: 07825156997
 - David Cotton: 07801345607

- All lone workers must comply fully with this policy and with any complementary instructions received from the Company. Failure to do so may constitute a disciplinary offence.

Flexible Working Policy

Introduction

Eligible employees have the legal right to submit a formal request for flexible working and the Company will deal reasonably with such requests. The Company acknowledges the importance for employees in achieving a balance between work and personal commitments and will endeavour to grant requests where possible.

The Company will place restrictions on the operation of flexible working if it deems it necessary for the proper conduct of its business and in accordance with the permitted statutory grounds for refusal. The Company reserves the right not to agree to the request where one or more of these criteria indicate that, in the current circumstances, the job can only be carried out effectively under current arrangements.

The statutory procedure requires that requests for flexible working (including any appeal process) are dealt with within two months of the written application, although this timescale may be extended by agreement. Where possible the Company will ensure that decisions are made well within this timescale.

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

Eligibility

In order to be eligible to request flexible working you must:

- be an employee (not an agency worker or office holder);
- have not made more than 2 requests within a 12-month period.

Scope of a request

If you are an eligible employee, you have a legal right to request:

- a change to your hours of work;
- a change to the times you are required to work;
- a change to your place of work.

Any change to your terms and conditions made as a result of a flexible working request will be permanent, unless we agree to a temporary variation.

Content of your request

Flexible working can incorporate a number of changes to working arrangements such as a reduction or variation in your working hours, reducing the number of days you work each week and/or working from a different location.

You may therefore request a variation of your employment contract in respect of, for example:

- the hours you are required to work;
- the times when you are required to work;
- part-time working;
- job-sharing;
- working term-time only;
- working shifts;
- where you are required to work (as between your home and places of business of the Company).

You have the right to have the request dealt with reasonably, but this does not give you a right to a contract variation.

Procedure

If you decide to make a flexible working request, you must follow this procedure. However, before making an application you should think about:

- what working pattern will help you best achieve your aims;
- the financial implications a change might have on you .

Your application must be submitted to the Line Manager and must:

- be made in writing and dated;
- state whether any previous applications have been made by you to the Company and, if so, when i.e. within the last 12 months;
- specify the change applied for and the date on which it is proposed that the change should become effective;

The Company may agree to the formal request without discussing it with you (for example, if the details of your request have already been discussed informally). In most cases the Company will arrange to meet with you promptly after receiving the application.

Meeting

A work colleague may accompany you at the meeting. That employee will be permitted to confer with you during the meeting and to address the meeting (but not to answer questions on your behalf).

If your chosen companion will not be available at the time proposed for the meeting and you propose an alternative, mutually convenient time, the Line Manager will postpone the meeting to the time proposed by you. Alternatively, you should consider choosing another companion.

At the meeting the requested variation to your working arrangements will be discussed fully. The meeting also provides the opportunity to discuss any alternative variations which would be acceptable. The Line Manager may suggest implementing an agreed trial period for the new arrangements.

Consideration

After the meeting full consideration will be given to your request taking into account all factors previously discussed. Where possible the Company will try to accommodate requests or provide alternative options. The outcome will then be communicated to you in writing.

Agreement

If the Company agrees to the application, you will receive written confirmation which will specify the contractual variation agreed to and state the date on which the variation is to take effect.

Once the Company has agreed to the changes requested in your application, a permanent variation of your contract will result, unless the Line Manager agrees otherwise. Once a change has been made, you cannot revert to the previous terms and conditions of your employment.

You may make one further application for variation (whether your first application was successful or not) in a 12 month period.

Refusal

The Company will only deny a request where an essential operational need exists. If a request cannot be granted in full alternative options will be proposed where available.

If your request is refused, you will be informed in writing which will identify the grounds (listed below) in which the application was refused on. The letter will also provide an explanation as to why those grounds apply and set out the appeal procedure.

The application may be refused on one or more of several grounds, these being that the proposed changes will result in:

- a burden of additional cost;
- a detrimental effect on ability to meet customer demand;
- an inability to re-organise work among existing staff;
- an inability to recruit additional staff;
- a detrimental effect on quality;
- a detrimental effect on performance;
- an insufficiency of work during the periods you propose to work;
- a planned structural change;
- any other ground allowed by regulations.

In deciding whether the above grounds are met, a wide range of criteria will be taken into account, including (by way of example only) the following:

- the Company's business needs;
- the suitability of the job for the flexible arrangements proposed, e.g. the nature of the work, the hours needed and the need for continuity and consistency;
- the current balance of full-time and part-time employees and other flexible working arrangements within the department or team;
- the feasibility of covering the remaining hours.

Withdrawal of application

The Company can treat an application as withdrawn under the statutory provisions where you have:

- notified your Line Manager, orally or in writing, that the application is withdrawn;
- without reasonable cause, failed more than once to attend a meeting or appeal meeting;
- without reasonable cause, refused to provide the Line Manager with information required in order to assess whether the contract variation should be agreed to.

The Company will confirm the withdrawal of the application to you in writing unless you have already provided written notice of the withdrawal. You can make a total of 2 requests in any 12-month period.

Appeal

It is the Company's policy to allow an appeal against a decision to refuse an application for flexible working.

If you wish to appeal, you should do so within seven days after the date on which you were notified of the decision. The notice of appeal must be addressed to the Line Manager in writing, setting out the grounds for appeal.

A Senior Manager/Director will hold a meeting with you to discuss the appeal. The time and place of an appeal meeting will be convenient to both you and the Company. You have the same right to be accompanied by a work colleague as at the initial meeting.

After the appeal meeting, the person that heard your appeal will write to you with a decision.

If the Company upholds the appeal the letter will specify the contract variation agreed to and state, the date on which it is to take effect. If the Company dismisses the appeal, the letter will state the grounds for the decision and contains an explanation as to why those grounds apply.



Confidential Sexual Harassment Reporting Line

To anonymously report sexual harassment in your workplace call:

03301 221 555

You can leave a message 24/7 by just identifying your workplace. Your employer will not receive your message, nor will the system record your number.

Our team of HR Consultants will raise the complaint with your employer.

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