



Introduction and Objectives

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Welcome to Raven Payroll's Staff Handbook

This Staff Handbook (the 'Staff Handbook') is intended to introduce you to the company and to continue to be a useful resource during your time with the company. It sets out the key policies and procedures that you need to be aware of while working with us, together with guidance on some areas of employment law which are relevant to you and some useful forms and precedents to help you in your role.

The main terms of your employment will be contained in your offer letter and employment contract, which will be provided to you separately. The following information will be included in one single document known as the principle statement:

- name of employer;
- employment status, start date and dates of any relevant continuous employment;
- job location;
- pay and occurrence of pay;
- working hours;
- holiday entitlement;
- job description/job title' and
- details of any collective agreements that directly affect the employee's conditions of employment.

If you have any questions or concerns about the content of this Staff Handbook then you should raise this with your supervisor or directly with Raven Payroll.

All content in this Staff Handbook is confidential to the company and, as we are committed to reducing our environmental impact, please only print out pages of this Staff Handbook if absolutely necessary.

Some Useful Information about our Company:

Company Status

Company Name

Raven Payroll

Office Phone Number

01902 973485

Company Website

www.ravenpayroll.co.uk

Company Email Address (*general enquiries*) info@ravenpayroll.co.uk

Legal Status

Company Number



13706099

1 Working at the Company

The Staff Handbook and your Contract of Employment

This Staff Handbook sets out the main policies and procedures that you will need to be aware of while working for us. You should read each policy and procedure and comply with them at all times.

This Staff Handbook applies to all staff (including directors, managers, officers, employees, consultants, contractors, apprentices, trainees, part-time and fixed-term employees, casual and agency staff) unless otherwise indicated. It does not form part of the terms of your contract with us, which is provided to you separately. This Staff Handbook may be amended at any time but you will be notified if any changes have been made which may affect you or your employment rights, such as the annual change to the National Minimum Wage or any changes to your right to parental or adoption leave.

Place of Work

For guidance on your place of work, please refer to your Contract of Employment or speak with your line manager.

Working Hours

For guidance on your working hours, please refer to your Contract of Employment.

Salary

For guidance on your salary, please refer to your Contract of Employment.

Deduction from Wages

The only deductions that will be made from your pay are;

- income tax and NICs;
- deductions authorised by your contract;
- deductions agreed in advance with your written approval; and
- any sums which you may owe us including, without limitation, any overpayment or loans made to you or losses suffered by us as a result of your negligence or breach of rules.

If you believe you have suffered any other deduction from your pay you should address the matter to your supervisor and/or Head Office Directly. If this doesn't resolve the matter then the company's formal internal procedures may be used.

Recruitment

The company's recruitment procedure is found in P1-1 Recruitment Procedure.

It is the company's policy to always recruit in line with the equality and diversity policy set out in Equality and Diversity policy.



It is the responsibility of Raven Payroll to either write or check and approve the draft job description and the person specification.

We may use Internet searches to perform due diligence on candidates in the course of our recruitment activities. In doing so we will act in accordance with our data protection and equality and diversity obligations.

Induction

All incoming or transferring members of staff must undergo induction training. All new personnel will be introduced to the company by their supervisor.

Any queries regarding induction should be addressed to Raven Payroll. IT training will be provided by the company if necessary.

Training and Development

Training Policy

The company regards the training and development of all members of staff as being vital to its and their future. It is the policy of the company to ensure that all staff are competent to perform all of the tasks that they are responsible for. The company has adopted a Training Policy to achieve this and to increase productivity, enhance job satisfaction and increase skills.

Raven Payroll is responsible for planning, coordinating, overseeing and implementing the company's Training Policy. The Procedure to implement this policy is found in Training and Development Procedure.

Training Plan

Raven Payroll is also responsible for creating and maintaining a plan for the training and development of personnel. The plan ensures that training of personnel is planned in advance so as to build on previous training sessions and develop the staff member's skills in the appropriate areas. Raven Payroll will develop a training and development plan for each member of staff as appropriate.

Supervision

The company recognises the need for regular and effective supervision of our staff. This is to ensure that everyone feels well supported and motivated in their work, the quality of our service is maintained, and the company can function effectively.

During your induction you will be informed who your supervisor is and the level of performance that is expected of you. Supervisors hold regular discussions (both formal and informal) with members of staff to discuss current and future work and to agree upon targets. Your supervisor will inform you of when any formal discussions are to take place.

Supervision includes assessment of the following:

- that the work performed is within the supervised person's capabilities;
- that the workload is appropriate;
- that the supervised work meets the standards required by the company;
- allocation and re-allocation of work takes place as required; and
- all substantive incoming and outgoing post and emails are seen by the relevant person and approved.

Staff Benefits



Staff benefits are detailed in your employment contract, your offer letter and the **Staff Benefits Policy**. These may include things like your holiday entitlement, gym memberships and share options or bonuses.

Dress

One of the ways to help maintain the company's reputation is to present a professional image to our customers and the public. It is important that our customers and the public have confidence in the staff and also that the staff members have confidence and pride in themselves. To help present this image and foster public confidence, staff members must dress appropriately during office hours, whether working in or away from your assigned place of work.

The Rules

All members of staff should also endeavour to be well groomed in such a way that is deemed clean and smart particularly when in contact with clients, other business contacts or the general public. It is important that you dress in a manner appropriate to your working environment and the work you do.

Suitably smart shoes that are well-maintained should be worn. The following are examples of unacceptable attire:

- torn or frayed clothing
- strapless tops
- see-through material
- shorts/skirts shorter than mid-thigh
- shirts or tops that carry wording or pictures that might be offensive or cause damage to our reputation
- track suits or gym wear
- clothing or jewellery that could present a health and safety risk

Where the company provides safety clothing and equipment, including protective footwear, it should be worn or used as appropriate and directed.

Religious and Cultural Dress

The Company recognises the diversity of cultures and religions of its employees and accepts that members of certain ethnic or religious groups are subject to strict religious or cultural requirements in terms of their clothing and appearance. You may wear appropriate religious and cultural dress, unless it creates a health and safety risk to you or any other person or otherwise breaches this procedure.

- Where necessary your supervisor can give further information and guidance on cultural and religious dress in the workplace.
- Priority is at all times given to health and safety requirements.

Failure to Comply

Failure to adopt appropriate dress or demeanour, as determined by Raven Payroll LTD and your supervisor, may result in disciplinary action.

Responsibility and Review



Raven Payroll LTD is responsible for ensuring that this Procedure is followed at all times. Any enquiries regarding this Procedure must be addressed to the company.



Additional Staff Policies

Expenses

The company will reimburse the reasonable cost of expenses incurred in connection with the Company's business. Claims for expenses should be submitted by using the and Expenses Claim Form, which is available from info@ravenpayroll.co.uk upon request.

Travel Expenses

The company will reimburse the reasonable cost of necessary travel in connection with the Company's business. Claims for travelling expenses should be submitted by using a Travel Expenses Form, which is available from info@ravenpayroll.co.uk upon request. These should be submitted by the end of the month for payment the following month. Travel Expenses Forms must be signed by your supervisor and must be supported by such receipts, vouchers or other evidence of actual payment as appropriate.

If two or more members of staff are travelling to the same meeting or training event it may be better value to drive, using either the company's car or your personal car. You are expected to always consider and select the most economic means of travel. You are expected to take the most direct route to your destination.

The following are not treated as travel in connection with the company's business: (a) travel between your home and usual place of work; (b) travel which is mainly for your own purposes; and (c) travel which, while undertaken on the company's behalf, is similar or equivalent to travel between your home and your usual place of work.

Other Expenses

If you are required to stay overnight in the course of your duties you should discuss accommodation arrangements with your supervisor in advance.

The company will reimburse to you all reasonable hotel and other expenses (other than travel) properly incurred by you in the proper performance of your duties provided that such expenses have been authorised by your supervisor in advance. Claims for these expenses should be submitted by using an Expenses Claim Form and must be supported by such receipts, vouchers or other evidence of actual payment as appropriate.

Car insurance

There may be occasions where members of staff are required to drive their cars onto the company's business premises. Most car insurance policies cover private and domestic use and use for your own business, however it is unlikely that your normal car insurance will cover use for your employer's business. You should refer to your insurance company to obtain the appropriate concession and should not drive on the company's premises until the proper cover is in effect.

Time off for dependants

The company will allow a reasonable amount of unpaid time off work to deal with unexpected events involving one of your dependents or for family emergencies.

When taking time off for family emergencies you must, wherever possible, obtain prior authorisation. If it is not possible to obtain prior authorisation for leave of absence, you should ensure that you contact your supervisor as soon as the urgent situation allows to explain the circumstances, and so that authorisation for your absence can be given.

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

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



Jury service

Members of staff may be called to jury service. Requests for jury service should be made to your line manager as soon as you are summoned for jury service, and it is essential that the Jury Summons document is shown when making a request. Depending on the demands of the company's business, the company may request that you apply to be excused from or defer your jury service. The company is not required by law to pay you while you are absent on jury service. In respect to loss of earnings and expenses, members of staff should claim under the Juror's Allowance Regulations.

Illness absence

In the event of an illness and absence from work you should follow the Illness Absence Procedure.

Arrangements are in place to ensure that any duties to clients and others are fully met even when staff are absent.

Dental and medical appointments

Absence from your assigned place of work for medical, dental and optical appointments is at the discretion of your supervisor. If approved, you must be able to provide evidence of the appointment if requested to do so. The appointment must be made on reasonable grounds and at the most appropriate time to fit in with your working day. You are expected to try to arrange appointments during lunch hours or at the start or end of the day.

Absence from your assigned place of work is not allowed for other appointments, such as general deliveries, repairs to home equipment, hair appointments, beard trims, manicures, visits to the dog spa and so forth. You are expected to use your normal holiday entitlement for these.

Private property

All personnel are responsible for the security of private property brought onto the company's premises. The company takes no responsibility for the personal and private property of staff. The company does have limited insurance cover under your assigned place of work insurance policy. Please speak to Your allocated supervisor if you are in doubt.

Inclement Weather

This policy applies where it becomes impossible or dangerous for members of staff to travel into work because of extreme adverse weather or major incidents affecting travel or public safety.

- You are expected to make a good effort to get to work during inclement weather, however we do not expect you to take any undue risks and we recognise that a flexible approach to working arrangements may be necessary.
- If you are unable to make it to your assigned place of work you must telephone and speak with your supervisor and/or a senior colleague to discuss and make alternate arrangements for any work / meetings / deadlines that are occurring that day.
- If you are at home you must make yourself available. That means you may be called by telephone or asked to accept documents by email to review, work on etc.
- If you suspect you may have difficulties getting to work please discuss with your supervisor whether it is appropriate to work from home and take the necessary (files etc.) home with you.

This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors. This policy does not form part of any employee's contract of employment and the company may amend it at any time.

Acceptance of Gifts

For information on our policy on acceptance of gifts please refer to the Acceptance of Gifts Procedure.



Communication

Telephone Calls and Voicemail

It is extremely important that incoming telephone calls are answered without delay and are dealt with in a polite and professional manner. Messages and calls should be actioned immediately. Staff should also ensure that they are contactable when not at their desk. The company's telephone and voicemail procedure is found in Telephone Calls and Voicemail Procedure.

Mobile Phones

Personal Mobile Phones

Except in exceptional circumstances personal mobile phones should be switched off or switched to silent during normal working hours. Staff are allowed to use their personal mobile phones provided that such use is minimal and takes place substantially out of normal working hours.

Should you need to keep your personal phone on for a specific personal reason please make a request to your supervisor.

Company Mobile Phones

If the company has provided you with a mobile phone for business purposes you are, subject to the terms of your employment contract, allowed reasonable personal use however you are expected to keep usage to a minimum. You must return the mobile phone at cessation of employment or upon request from your supervisor.

Mobile Phones and Driving

The use of hand-held mobile phones when driving is illegal. This includes the use of any sat-nav features on a phone which isn't fixed in a holder on the dashboard or windscreen.

Those who have a fully fitted car hands-free kit or hands-free extension may accept incoming calls if the driving conditions allow. You may make outgoing calls provided the number is on a quick dial single key or voice recognition.

Where a member of staff is provided with a company mobile phone, or uses a personal mobile phone for business and your job involves travelling on a regular basis, then it is recommended that a hands-free kit be requested (for a company mobile) and a contribution made towards a hands-free kit (for a personal mobile).

It is important to remember that the company may be liable for staff whilst they are driving on business premises, whether in a company's vehicle or their own, and whether they are using a company's mobile phone or their own personal mobile phone.

Mobile Phones and Work Related Emails

It is recognised that mobile phones (whether personal or provided by the company) are used to access work-related emails. It is the responsibility of the user to maintain the security of business and customer data at all times.

To that end if, for any sustained or less regular period, you access work-related emails on your mobile phone you protect your phone using the most up-to-date security features available, such as fingerprint or iris recognition technology, to restrict access in the event of loss of your phone.

A breach of this policy may result in disciplinary action.



Internet Access

The Internet should be used almost exclusively for work related matters. The Internet is provided for research and communication purposes, so please use it appropriately. Guidance on what the Internet should be used for and how your use is monitored can be found in **Internet Access Procedure**. The company recognises that social media can be beneficial to the company and use of social media is not prohibited - please refer to the **Social Media Procedure** for further guidance on this. Use of the Internet is monitored by the company, who is responsible for this policy and will report directly to the Director whenever there is a breach of the procedure. An annual review of this policy will be conducted by the Director to ensure its effectiveness is maintained.

The Company's Website

The company has its own website which is maintained by Raven Payroll Ltd. The website aims to promote the company to customers. As such the website should be used only for such purposes, and should contain only information which will meet these aims.

Examples of suitable website content are:

- details of the company's areas of work and examples of work which demonstrate our high standards;
- biographies of members of the company (if applicable) and an explanation of the structure of the company;
- contact details;
- blogs/articles on recent publicity, media features and relevant industry news; and
- links to the company's social media channels.

Our **Website Management Procedure** sets out how content of the website is controlled and how the website is managed.

Emails

Email is routinely available to all personnel through the company's computer network. Please ensure your use of email is appropriate. The company reserves the right to retrieve the contents of email messages as reasonably necessary in the interests of the business.

Raven Payroll Ltd is responsible for this policy and will report directly to the Director whenever there is a breach of the policy.

- Only your company email address (and any emails that have been redirected to your account due to another person's absence) should direct into your account. You must not redirect your personal email to your work email account.
- Similarly, your work email address should not be redirected to an unsecure personal email account outside our systems.
- Work-related emails should be sent from your work email account. Your work email address and account are restricted to the company's professional work. No personal emails may be sent from your work email account.
- Personal email, accessed through the Internet, may be used for limited personal use during office hours provided that such use does not interfere with or restrict your ability to carry out your job or normal duties. You should be aware of confidentiality when sending emails.

In order to ensure that the email facility is used in accordance with this policy, please follow the guidelines set out in **Email Procedure**.

Social Media

The company recognises that social media can be tremendously useful, especially for marketing purposes through channels such as Twitter, Facebook, Instagram and LinkedIn. However, it's very easy to spend excessive amounts



of time on social networking sites and as a result the company has a social media policy and a procedure to ensure that use of social media sites is sensible.

It is the company's policy that;

- social media sites are used carefully to promote the company;
- use of social media sites within the working day is only acceptable within the defined parameters set out in the Social Media Procedure; and
- use of social media sites must not interfere with your work or interfere with the company's computer network.

For more detail on how use of different sites is controlled, see Social Media Procedure.

Post

It is important that all incoming post is dealt with as efficiently and as effectively as possible whilst maintaining the necessary level of privacy and confidentiality. Outgoing post should also be handled with the highest level of care to ensure that post is sent to the correct recipient without delay. The procedures to implement this are set out in Post Procedure.

Information Technology

Information Management

The company takes data security very seriously and has developed an information management policy and procedure to ensure the safekeeping of all confidential information. All staff are trained during induction to the appropriate level for their role on information management. When staff are promoted they receive any additional training required for their new role.

Information Management Policy and Procedures are reviewed annually by the Director to verify their effective operation. If you experience any problems or have any questions in relation to our IT systems or network should be reported to Raven Payroll Ltd via info@ravenpayroll.co.uk.

The company's procedure for information management is detailed in Information Management Procedure.



Flexible Working

We are committed to providing equality of opportunity in employment for our staff and to developing work practices and policies that support work-life balance.

All employees who have completed 26 weeks' continuous service have the right to request flexible working by making a statutory application.

The company's Flexible Working Procedure gives eligible employees an opportunity to request a change to their working pattern and the company will endeavour to facilitate any request unless it cannot be accommodated for business or operational reasons.

This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors. This policy does not form part of any employee's contract of employment and we may amend it at any time.

Home Working

The company is committed to improving the working lives of all staff and to help them to achieve a successful work-life balance. Home working is one of the flexible working options to assist with achieving this goal.

If you wish to work from home please follow the Procedure set out in Home Working Procedure.

P1-1 Recruitment Procedure

How we recruit

The following checklist sets out appropriate guidelines which can be used when recruiting new personnel to the company:

Identifying vacancies

- Identify areas of the business that may benefit from additional personnel;
- Assess the need for an appointment in terms of:
 - The level/quantity of work;
 - The overall financial implications;
 - Whether the work can be undertaken by an existing person;
 - Whether an internal promotion would be more appropriate; and
 - Whether the use of technology could nullify the need for an appointment.
- Prepare a person specification which describes the skills, knowledge and skills necessary; and
- Prepare a job description if appropriate.

Recruitment methods

- Decide on the method(s) of recruitment. The Director is to determine the appropriate strategy for this, which may include personal contacts within or outside the company, advertising and recruitment agents.
- Draft an advert, if applicable.
- Book and submit the advert, if applicable.
- Provide recruitment agencies with the job description and brief verbally.
- If telephone enquiries are received, refer to Raven Payroll via info@ravenpayroll.co.uk and require a written application.
- Send the job description and any other relevant information on the company to potential candidates.



- Refer all queries with regards to applications to the Director.
- Review and grade applications as:
 - suitable;
 - borderline; or
 - unacceptable.
- Draw up a shortlist.
- Prepare an interview timetable.
- Advise candidates of details of the interview(s).

Interviewing

Selection decisions are made on the basis of the interview(s), with some consideration also given to the application at this stage. For senior positions, a first interview will usually be conducted by a representative of Raven Payroll. A second interview is normally held and will involve at least two interviewers, including the Director.

Subsequent Action

- Notify successful candidate(s) by telephone and seek verbal acceptance.
- The Director or a representative of Raven Payroll will prepare a formal offer, including a draft contract of employment, subject to references.
- Notify unsuccessful candidates as soon as possible.
- Follow-up references in writing or by telephone.
- Arrange for identity checks to be carried out.
- Organise medical arrangements, if required.
- Confirm the start date with the candidate.
- Inform the agency of the start date and commencing salary in order for the agency to raise an invoice, if applicable.
- Prepare diary arrangements for the induction procedure.
- Prepare personnel record and final draft of the contract of employment.
- Consider a press article on new appointment.

P1-2 Induction Procedure

Introduction

To ensure all staff become effective and efficient and to integrate them into their role as quickly as possible, it is essential that all new staff, regardless of their role or level of expertise, receive a timely induction.

This Procedure highlights the company's commitment to ensuring all staff are supported during the period of induction, to the benefit of both the staff member and the company.

Scope

This Procedure applies to all newly appointed staff and existing staff members who have taken on a new role within the company. Staff are expected to be proactive during the induction process by fully applying themselves to the induction and their job.

The company expects that a well-planned and professional induction process will:

- help staff to familiarise themselves with the company and its objectives. This will encourage new staff to settle into the company quickly and become productive and efficient as soon as possible;
- ensure that new staff members are highly motivated for their role;



- identify any key training needs;
- provide a thorough understanding of the company's policies and procedures and discourage any poor performance; and
- reduce the need for repeated recruitment, training and lost production.

Process

Pre-Arrival

It's good practice to provide a pre-induction pack to incoming staff members prior to their start date. This pack should include details of the induction process to inform new starters what they can expect in their first few days.

The First Day

On the first day:

- arrangements (i.e. work desk, telephone, email accounts) should be made as appropriate to welcome the new member of staff;
- all necessary arrangements will be put in place for individuals who have a disability;
- upon the new staff member's arrival, they will be briefed on their first day and the induction process. General information will be provided and documents will be exchanged as appropriate;
- the need for confidentiality regarding the company will be emphasised;
- the new joiner will then be taken on a tour of the company's premises;
- introductions will be made as appropriate; and
- any required occupational health assessment carried out, with action taken as necessary.

The specific activities within a job induction will be dependent on the demands of the role and the skills and knowledge that you have.

Induction Process - the Company

The company will:

- familiarise all staff with our Induction Policy and Procedure;
- provide relevant managers and staff with an induction checklist pro-forma which is to be completed during the induction process;
- address any queries raised by the inductors;
- address any queries raised by the new staff member and agree a time for an informal meeting on a weekly basis or as appropriate;
- ensure the new staff member's induction is effectively monitored; and
- provide the staff member with relevant training courses if and as appropriate.

Induction process - the New Joiner

The new member of staff will:

- become accustomed to the working environment;
- be expected to be proactive during the induction process;
- understand the requirements of their role; and
- gain confidence in their role.

Duration of Induction

The length of induction will depend upon both the incoming staff member and departmental requirements.



End of Induction

At the end of the induction process:

- any views on the induction process will be noted and changes may be made as required;
- a record of the induction should be maintained and returned to the line manager within three weeks of the new staff members' start date; and
- the record of induction may form part of the initial probationary report for all staff whose contract sets out a probationary period.

P1-3 Training and Development Procedure

If you want to attend a course

- You should send request using a formal request form if you would like to attend a training course.
- Provide your supervisor with the completed request form who will consider whether the course is relevant to your role and beneficial to you and the company.
- If your supervisor approves the course they will then forward the form to your line manager who will have the final sign-off on any training. They will decide whether the training is appropriate, beneficial to you and the company, within budget, within your personal training plan, and whether you are available at the time to attend.
- Your line manager will consider day or part-day release courses on merit from any member of staff.
- If your training course has been approved, please make your own travel arrangements as early as possible to ensure the most economic travel is available. Please purchase your tickets and claim the cost back through a Travel Expenses Claim Form, which is available from the company upon request. It is important you keep the tickets or receipt in order to reclaim your expenses.

Training Records

Every member of staff who attends an external course is required to give feedback on the quality, usefulness and value of the course to the Director. This is so the company can analyse which training providers provided the best training.

Specific Training for Supervisors

When a member of staff becomes a supervisor they will receive specific training on managing and supervising as appropriate. A new supervisor will also receive training from their line manager, who is the head of their department, or another supervisor at a more senior level in their department. This is to ensure that as well as receiving general management training, a supervisor is trained on what kind of issues they are likely to face as a supervisor in their particular department. If a supervisor is taking on additional IT, filing or support responsibilities they will receive training in those areas as appropriate.

P1-4 Staff Benefits Procedure

Overtime Payments

- You will be expected to work outside core working hours as 'overtime' if the circumstances and the needs of the business require.
- Staff are expected to work outside normal office hours as and when their work requires it. The rate of overtime will be agreed in your individual contracts of employment.

Pensions



The company will comply with the employer pension duties in respect of employees in accordance with Part 1 of the Pensions Act 2008 and 2011. Full details of the company workplace pensions scheme can be obtained from the support team via support@ravenpayroll.co.uk.

Private Medical Insurance

You may be entitled to participate in the company's private medical insurance scheme under your employment contract subject to:

- the terms of that scheme, as amended from time to time;
- the rules or insurance policy of the relevant insurance provider, as amended from time to time; and
- you satisfying the normal underwriting requirements of the relevant insurance provider and the premium being at a rate which the company considers reasonable.

Full details of the company's private medical insurance scheme are available from the support team via support@ravenpayroll.co.uk.

Holidays and Public Holidays

Holiday entitlement is set out in your contract of employment.

For all holiday absences a Holiday Request Form (which is available from the support team via support@ravenpayroll.co.uk) must be submitted and approved by your supervisor and then signed off by your line manager.

When your assigned place of work remains open for other days during the festive period all departments will be expected to provide cover in this instance. Staff who wish to take these days off as 'normal holiday' can request to do so in the normal way.

When your assigned place of work is closed for the full festive period it may be necessary for you to hold back some of your holiday entitlement. Details of this will be confirmed at the beginning of each holiday year.

Public Holidays

- You are entitled to all eight public holidays subject to the terms of your employment contract.
- For staff who work part time the entitlement is to a proportionate number, in relation to the number of days or hours worked, of the bank holiday days as paid. Where you either receive more or less paid bank holidays than your entitlement this will be adjusted by adding to or reducing your 'normal' holiday entitlement.



Company Cars and Personal Car Use

Company Cars

The company may provide cars on contract hire or a car allowance for certain staff. This will be at the discretion of your line manager. The terms dealing with the provision of the car or car allowance will be contained in your employment contract or in a separate agreement.

From 1 March 2018 the following HMRC advisory fuel rates apply to all journeys:

Engine Size Petrol LPG

1400cc or less 14p

1401cc to 2000cc 17p

Over 2000cc 22p 25p

Engine Size Diesel

1600cc or less 13p

1601cc to 2000cc 16p

Over 2000cc 19p

The rates will be applied when a member of staff:

- is being reimbursed for business travel; or
- must repay the cost of fuel used for private travel in their company car.

Personal Car

You may only use your own car on the company's business premises with the prior approval of your supervisor and you are responsible for ensuring that the vehicle is adequately insured. It is particularly important that you ensure your motor insurance policy specifically covers you when you drive on our premises.

Driving Rules

- Where you use a company vehicle, it is a condition that you have and keep a current full driving licence. A copy of this licence should be provided to the company.
- If you are disqualified from driving for any period you must promptly notify us.
- Similarly, you must notify us of any accidents, any charges of driving offences brought against you by the police and of any endorsements imposed.
- Mobile phones should not be used whilst driving company vehicles, other than where there is a properly compliant hands-free kit installed. This applies where you are driving your own vehicle on the company's business premises.



Parking

The company may have parking spaces in the car park and a plan of the location of these can be obtained from Your allocated supervisor. The use of any of these designated spaces is decided by the Director at their sole discretion.

Notifying HMRC of Benefits

The company is statutorily obliged to report to HMRC in April each year all sums that have been reimbursed as expense payments, car mileage allowances or any other benefit in kind that have been paid to staff over and above their agreed salary. Such expenses and benefits may be taxable where either HMRC consider them to be over a level fixed by HMRC, such as that for motor mileage allowance, or not wholly and exclusively incurred for the purpose of employment.

Information given to HMRC on this matter will be made available to those members of staff concerned.

Life Cover

You may be entitled to Life Assurance Cover under your employment contract subject to:

- the terms of that scheme, as amended from time to time;
- the rules or insurance policy of the relevant insurance provider, as amended from time to time; and
- you satisfying the normal underwriting requirements of the relevant insurance provider and the premium being at a rate which the company considers reasonable.

Full details of the company's Life Assurance Cover are available from the support team via support@ravenpayroll.co.uk.

P1-5 Telephone Calls and Voicemail Procedure

Telephone Calls

1. Anyone answering the telephone will say 'good morning' or 'good afternoon' and give the name of the company within 3 rings.
2. The telephonist will ascertain the identity of the caller and the person they wish to speak to and if possible the matter their call is referring to.
3. The call will be transferred to the relevant person as required by the caller.
4. The telephonist should announce who is calling and the person they wish to speak to.
5. If the relevant person is not available then he or she will have redirected his telephone to whoever is delegated to take the calls or a message will be taken.
6. Where the caller asks to speak to someone who is not on the company's premises the caller will be told that that person is 'out of your assigned place of work'. The telephonist should indicate when the person is expected back before asking if the caller wishes to leave a message.
7. Any person answering a telephone, whether the call is internal or external, is to answer with his or her name.
8. Telephone messages are to be given to the relevant member of staff immediately, either verbally or by email.
9. Short, local personal telephone calls are allowed. You may also receive incoming personal calls, but please be sure to keep these calls to a reasonable period of time.

Misuse or excessive use of our telephone system will be dealt with under the company's Disciplinary Procedure.



Voicemail

1. Voicemail is to be checked on a regular basis.
2. You should have a personalised voicemail greeting stating your name, position and department within the company, and that you will respond to messages as soon as you can. If appropriate you may give an alternative contact number.
3. Any member of staff who leaves his or her desk is required to divert his or her telephone to voicemail, to a mobile phone, to a secretary, or to another member of the company, for message taking purposes.
4. Please refer to your line manager to set up your phone for diverts/voicemail.

P1-6 Internet Access Procedure

Internet Access Procedure

Our Internet Access Procedure is intended to promote effective communication and working practices within the company. This procedure outlines the standards you must observe when using these systems, the circumstances in which we will monitor your use, and the action we will take in respect of breaches of these standards.

This procedure covers all employees, officers, consultants, contractors, volunteers, interns, casual workers, agency workers and anyone who has access to our Internet systems.

You are encouraged to use email and the Internet at work as it is a fast and reliable method of communication with significant advantages for business however the misuse of Internet systems can damage the business and our reputation. Breach of this policy may be dealt with under the company's **Disciplinary Procedure** and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

Staff Access

1. There should be no exchange, creation, downloading or accessing of messages, websites, images or contents which are illegal, pornographic, offensive, harassing, obscene, racist, sexist or otherwise discriminatory, threatening, in bad taste, immoral or libellous. Any breach of this policy will be treated seriously and dealt with in accordance with the company's Disciplinary Procedure and may be treated as gross misconduct, which can result in instant dismissal. If a staff member has a complaint concerning Internet use, this should be raised as a grievance in accordance with the company's grievance procedure.
2. Staff should be aware that material they may view as harmless might cause offence to others.
3. Staff must not use the internet to gain or attempt to gain unauthorised access to computer material or private databases, including restricted areas of our IT network. Nor must they intentionally or recklessly introduce any form of malware, spyware, virus or other malicious software or code to our communications equipment or systems.
4. Users must not download or install any software without the express permission of your line manager.
5. Internet and email resources are provided for business use. Staff email communications are not considered private and the company reserves the right to monitor the email system and other electronic material. Staff should read the section on "Monitoring" carefully.
6. If you do not feel that you can get the maximum use and benefit from the Internet resources available, please raise this with your supervisor and appropriate training will be arranged.

Monitoring Staff Access



Internet use may be monitored by the company for relevant business reasons and in order to carry out legal obligations in the company's role as an employer, which include the following purposes:

1. To ensure that staff are complying with the above procedure;
2. To ascertain or demonstrate the standards which are achieved or ought to be achieved by staff using the Internet in accordance with this policy;
3. To establish any facts relevant to the company's business;
4. To ascertain compliance with regulatory or self-regulatory practices or procedures;
5. To prevent or detect crime;
6. To investigate or detect the unauthorised use or misuse of the company's Internet;
7. To ensure the effective operation of the Internet system, for example, detecting and monitoring viruses.

Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

P1-7 Website Management Procedure

The scope of this Procedure includes:

- The responsibilities of content authors, content owners and content approvers
- Editorial guidelines for online content
- Content management procedures
- Details of the person responsible for the policy
- Review mechanism

Content

Website content must not:

- Contain or allow any contents which may be pornographic, offensive, harassing, obscene, racist, sexist or otherwise discriminatory, threatening or libellous;
- Include content which breaches the intellectual property rights of any third parties; or
- Be unlawful.

Website content must:

- Be designed with the accessibility requirements under the Equality Act 2010 in mind;
- Be grammatically correct with no spelling errors. Content Authors are strongly encouraged to have their pages reviewed by another person for typographical errors and similar problems;
- Identify the company on the homepage and provide a link back to the homepage;
- Ensure that the company logo is displayed in accordance with any style guide requirements;
- Only contain images that are optimised for the web, are relevant, compelling, add value, comply with accessibility standards and do not infringe copyright;
- Provide contact information for individuals as appropriate;
- Contain a date on which the information was last updated;
- Use links between pages to help users navigate the site;
- Only link to external websites where the information provided is relevant, credible and accurate;
- Include shortcuts to various sections of a long webpage including a link to the top of the page;
- Have operational web page links both to internal and external page;
- Have legible text;
- Where relevant have content checked for viruses before it is uploaded to the website; and
- Be designed to run in the latest versions of all popular browsers.



Any breach of the above will be treated seriously and dealt with in accordance with the company's Disciplinary Procedure. A breach may be treated as gross misconduct which can result in instant dismissal.

Content Authors

Content Authors must be approved by the Director. If you would like to add something to the company's website, you should first check with the Director.

In creating and maintaining content, Content Authors:

- Co-ordinate the development of content;
- Ensure that the content complies with style guidelines;
- Ensure material has been cleared for copyright and legality, where necessary;
- Submit content to the Director for approval;
- Maintain the content; and
- Ensure that content for which the author is responsible is up-to-date and requests removal and archiving of out-of-date content.

Security

The security of the website generally and its contents shall be managed by the company.

If the website's security is breached, for example by being hacked, the company is responsible for shutting the website down temporarily until a secure site can be restored.

Due to the website being available to the public, no confidential information is to be placed on it. All customers must give express permission to be named on the website.

Authorisation of Changes

No website content may be changed, removed, or new content uploaded without authorisation from the Director.

P1-8 Email Procedure

General Email Procedure

The company expects emails to meet the same standards as normal written correspondence, and as such expects all staff to take as much care over the composition of an email as a letter. You should be aware that emails are received and sent from your personal computer and are not checked by your supervisor as they come in or go out. As a result the company places trust in you to send emails which meet the standards that the company expects of all your work and correspondence.

An email should **not** be considered an informal alternative to a letter.

Incoming Emails

- You must treat email correspondence as ordinary written correspondence.
- There should be no undue delay in responding. Even if the matter cannot be dealt with fully at that time, an acknowledgement stating that the message has been received and estimating when a full response can be expected should be sent.
- Offensive messages should immediately be referred to your line manager.

Outgoing Emails



- In most cases outgoing messages of substance should first be approved by your supervisor before being sent.
- If appropriate, an electronic copy of outgoing messages should be saved in the relevant customer folder. In some cases it will be appropriate for a printed copy to be placed in the paper file. Please consider the environmental impact of printing all your emails and decide whether this is necessary. If you are unsure consult your line manager.
- Emails should rarely be sent to the whole company. The exceptions to this will be from the IT Department or the Director, or emails about company-wide social events. You should not send jokes or “round robin” emails onto the rest of the company.
- Emoticons. Please use your discretion when using emoticons in work-related correspondence. Emoticons have become far more widely used in personal correspondence and on social media channels but are still not appropriate in formal correspondence. For example, if you are sending an email to our external legal advisors, do not include a smiley/winky face. Our default position is no emoticons in any work-related emails.
- You should be wary of sending messages that you might consider hasty and imprudent later. If you have time to respond, it might be a good idea to place your initial response in your drafts folder or reply later, allowing yourself a ‘cooling-off period’ to respond objectively.
- Email sent for the purpose of publicising the company and its services, to customers, introducers or stakeholders must conform to legal and regulatory provisions.
- Every email sent must be “signed” with your name, position within the company and the company’s disclaimer.
- You should carefully consider the law and the company’s policies when sending emails.

Remember:

Defamation law applies to email

Emails should not be defamatory, obscene or offensive, or possibly be interpreted as such. Remember that the person reading the email cannot hear your tone and will not, for example, know if you are joking. Do not send in an email anything you would not send in a letter or anything you would not want someone else in the company to read. You should be aware that if you bring the company into disrepute, this will be dealt with under the company’s Disciplinary Procedure.

Contract law applies to email

Be careful not to commit yourself or the company to any obligations or course of action unless you intend to be bound or have the prior authority of the Director. Contracts can be legally binding even if you think you are informally discussing something by email. You should thus consider whether you are forming a contract by email, as you would when sending a letter.

Negligent statements

You must be careful that what you write by email is not a negligent or misleading statement. You should be aware of both your and the company’s liability for such a statement.

Email is not secure

Emails should not be used for sensitive or confidential messages unless the customer or recipient consents and suitable encryption software is used to protect the content of the message.

Suspicious Emails

If you do not recognise the sender of an email, or the sender or title seem in any way suspicious, seek advice from the IT department or your supervisor before opening it. Attachments from unknown or unidentified sources should not be opened without the explicit consent of the IT department or the Director/your line manager.

You should also be careful if you receive an email from a familiar source but there is no text in the message. You will be able to see this as your email is set up to display a short preview of the start of the message. It is the company’s policy in this scenario to telephone the sender before opening the message to be sure that they have



genuinely sent you an email and that attachment is safe. If you are in any doubt, seek advice from your line manager or the IT department. If you are still in doubt, the message should be deleted without being opened.

Attachments

You should avoid sending large attachments as the recipient's server is likely to have a maximum limit, which might block your attachment. You should always consider whether your attachment could be broken down into smaller, more manageable chunks.

Incoming attachments should be opened with caution, considering suspicious emails. Please do not encourage the sending of large email attachments to you. Our servers are unable to cope with large attachments and you risk delaying receipt of emails to other members of staff.

The company monitors attachment size and is likely to warn you of excessively large attachments. However this will be after you have sent or received the attachment and often the damage to the system has been done. It would therefore be preferable if staff make an effort to keep attachments small.

Storage of Emails

You are responsible for storing your emails in an appropriate way, and you will receive training on this during your induction. Incoming emails should be stored in the appropriate file, or filed in a folder in an email folder which is clearly labelled. Remember if you are absent someone else may need to find an email in your inbox, so you should ensure that it is easy for another person to navigate around your emails.

Deleting Emails

You are responsible for deleting those which are no longer required. Do not delete anything which is still relevant to ongoing work. Anything you do delete which was relevant ongoing work must either have been saved to the file or a copy (and any attachments) printed out and placed on file.

All deleted emails are stored (for a period) and can be accessed in future by the IT department, but this is a back-up and should not be relied upon. Remember that deleted emails can be used for the purposes of legal action.

Anti-Virus and Computer Protection

The company's email is protected by various tools and software to keep it secure and clean. The company is responsible for keeping this up-to-date. Regular protection updates will be received on the company's central computer, where they will be sent to each computer. You may receive an email prompting you to carry out an update or run an anti-virus check. You should action updates and checks without delay.

No optical drives, USB drives or downloads may be introduced without the permission and supervision of your line manager. Failure to seek permission presents a risk to information on our computer systems and as such will be dealt with under the company's **Disciplinary Procedure**. If you wish to download something unusual for work purposes, please ask your line manager. This will not usually present a problem but will be much quicker and safer if appropriately supervised.

Do not allow Macros to run. Macros can contain viruses. Your computer is set up to ask you whether to run Macros before it does. Always choose not to allow them. The company's system may also be set up to block pop-ups. These should only be allowed with permission from your line manager.

Monitoring Staff Emails

Emails may be monitored by the company for relevant business reasons and in order to carry out legal obligations which include the following purposes:



- to ensure that staff are complying with the above procedure;
- to ascertain or demonstrate the standards which are achieved or ought to be achieved by staff using emails in accordance with this procedure;
- to ascertain compliance with regulatory or self-regulatory practices or procedures;
- to prevent or detect crime;
- to investigate or detect the unauthorised use or misuse of emails;
- to ensure the effective operation of the company's email and Internet system, for example, detecting and monitoring viruses;
- to find lost messages or to retrieve messages lost due to computer failure;
- to assist in the investigation of wrongdoing; or
- to comply with any legal obligation.

Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

P1-9 Social Media Procedure

This procedure is in place to minimise the risks to the company's business through use of social media. This procedure deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Wikipedia, Instagram, Tumblr, Pinterest, Snapchat, WeChat and all other social networking sites, Internet postings and blogs. It applies to use of social media for business purposes as well as personal use that may affect the company's business in any way.

This procedure covers all employees, officers, consultants, contractors, volunteers, interns, casual workers and agency workers.

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

General Rules

1. You must not use social media for personal use in any way that may breach any of our policies, rules, procedures or processes, legal obligations or other regulatory responsibilities.
2. Staff may only access social media sites during their lunch break and outside normal office hours.
3. Social media sites should not be left open and "logged on" even if inactive for the reason above.
4. Staff may only access these sites for personal use so long as it does not interfere with work responsibilities or productivity.
5. You must remember that when you are on a social media site and you have your name on a profile and that of the company, what you write is automatically linked to the company. You must therefore be sure that if you are expressing an opinion you make it clear that it is your own opinion and not the company's. If you use the site to express an opinion regularly, it would be safer to remove the company's name.
6. You may not, in any circumstance, post on a social media site the names of any customers or clients, or any details which may cause customers or clients to be identified, or information about any work you are undertaking without the prior consent of your supervisor.
7. You must not in any way damage or put at risk our reputation or disparage the business, colleagues or any of our clients, customers, business partners, suppliers or others connected in some way with the company's business.
8. Anything you post which could be considered offensive, or is in breach of the company's policies, may result in disciplinary action.
9. You are reminded that it is very difficult to delete something from the Internet once it has been posted. Please think carefully before you upload, add or post anything.
10. The company recommends that you use the highest level of privacy settings on social media sites to protect your own personal details.



11. You may not sign up to any social media sites using your work email address; you must use a personal email address.
12. You should remember that if you are linked to other company staff or customers on social media sites, your content should be appropriate for such an audience.
13. You must not discriminate, harass or bully any other staff member on social media.
14. You must not make false statements or accusations.
15. You must not breach our Data Protection Policy (for example, never disclose personal information about a colleague online).
16. You must not provide references for other individuals on a social or professional networking sites, as such references, regardless of whether it is positive and negative, can create a legal liability for both you and us.
17. You must not use our logos, brand names, slogans or other trademarks, or post any of our confidential or proprietary information without prior written permission.
18. Confidentiality applies in the use of social media internally or externally. Staff should not reference any aspect of the company's business or the people it deals with on external social media platforms. Disciplinary action may be taken if individuals break confidentiality regarding the company's personnel, clients, client matters or suppliers.
19. While using social media at work, circulating chain letters or other spam is never permitted. Forwarding or posting commercial, personal, religious or political solicitations, or promotion of anything unrelated to our business is also prohibited.

Business Social Media Use

1. Certain staff may from time to time be required to use Social Media on behalf of the company. Staff should only use Social Media on behalf of the company with the authorisation of your line manager and in accordance with their instructions.
2. Use of Social Media for business purposes must comply with the provisions of this Social Media Policy at all times.
3. Staff using Social Media on behalf of the company may from time to time be required to interact with other internet users via Social Media, for example, in response to posts or enquiries regarding the Company. Unless the instructions issued to that staff member specifically authorise them to respond without further approval, the member of staff may not respond to any such communications without the prior approval of your line manager. In any event, no member of staff using Social Media on behalf of the company should respond to such communications, with or without prior approval, without first consulting the relevant individual and/or department unless they are fully knowledgeable of the relevant topic and suitably qualified to respond.

Professional Networking Sites

- Staff are allowed to have a profile on Professional Networking Sites.
- Such a profile may name the company and your position within it.
- A short summary of the work that you do within the company may be included but must be approved by your supervisor before it is posted.
- Your profile may provide a link to the company's main website homepage only.
- You may use such a profile to link to customers or clients, but use discretion when doing so. In some cases it may not be appropriate to do so. Always ask your supervisor if you are unsure.

Social Networking Sites

- Staff are allowed to have a profile on Social Networking Sites.



- This may include that you work for the company, and your position within the company.
- You may not include a summary of the work that you do or expand on what the company does.
- You may not provide a link to the company's website.
- Staff may not use such platforms to post about work or anything else work-related.
- You may not link to customers on a Social Networking Site. Only Professional Networking Sites may be used to link to customers. Any requests from customers to link to you on Social Networking Sites should be discussed with your supervisor.

Classification

The company has produced the following classification so employees know which rules apply to which sites. If you are a member of a site not detailed below, or would like to join one, please ask for guidance as to which class the site falls into. All classifications are made by the company and can be changed at the Director's discretion.

Sites the company classifies as a "Professional Networking Site":

- BizSugar
- LinkedIn
- Viadeo
- Yammer
- AngelList

Sites the company classifies as a "Social Networking Site":

- YouTube
- Facebook
- Pinterest
- Instagram
- Reddit
- Flickr
- Periscope
- Whatsapp
- Meetup
- Snapchat
- Tumblr
- Twitter



Potential Risk Identification

If you see anything via social media that disparages or reflects poorly on our business or stakeholders, you should contact the support team via support@ravenpayroll.co.uk as soon as possible.

Remember, all staff are responsible for protecting our business reputation.



Responsible Use

The following provides some guidance and recommendations for using social media responsibly and safely. Some of the content is based on common sense however in the interests of clarity it is helpful to detail each in turn:

- always think about how a message will be received. Words can easily be misconstrued in a way that could damage our business reputation;
- you should write in the first person and be sufficiently clear that you are speaking on your own behalf - you are personally responsible for what you communicate;
- remember that what you publish might be read by a large audience and be available for a long time. Once something it is 'out there' it can rarely be 'called back';
- avoid posting comments about sensitive business-related topics, such as our performance. Even if you make it clear that your views on such topics do not represent those of the organisation, your comments may still damage our reputation;
- it goes without saying not to post anything that your colleagues or our customers, or any other individuals connected with our business, may find offensive, including discriminatory comments, insults or obscenity. The rising tide of cyber-crime can put us all at serious risk. Be wise about divulging too much personal information to people you do not know. For example, phishing sites are designed to appear official but are managed by sophisticated cyber-criminal rings;
- we cannot be held responsible for any loss of personal data, theft or fraud resulting from a member of staff divulging personal information on social media sites using our IT equipment; and
- we will make every effort to protect staff with the use of appropriate anti-virus and Internet security software. Staff are encouraged not to ignore the recommendations from the software as to the appropriate and safe use of social media sites.

Monitoring and Record Keeping

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

We reserve the right to monitor, intercept and review, without notice, staff activities using our IT systems. We may store copies of such data or communications for a period of time after they are created, and may delete such copies from time to time without notice.

P1-10 Post Procedure

Incoming Post



1. Reception or a delegated staff member will distribute the morning post.
2. All incoming post is to be opened by the specific person it is addressed to.
3. If post is not addressed to any specific person, a reference or details of the sender may indicate who should open it.
4. If there is no such reference, the Director should open it.
5. Post received throughout the day must be dealt with expeditiously, and should be opened in accordance with points 2-4 above.
6. Any post that is marked 'urgent' should be given more priority than unmarked post.
7. Post should not be left on the reception desk or anywhere else around your assigned place of work.
8. Post should not be left unopened. If post is addressed to a member of the company who is absent, it should be opened by their supervisor to ensure that vital documents are dealt with quickly.

Outgoing Post

1. The responsibility for outgoing post lies with the sender.
2. Outgoing post should be in the outgoing post tray by the end of the day in order to be sent the next morning. Reception or a delegated member of staff will ensure that everything that is in the outgoing post tray in the morning is sent.
3. If the post needs to be sent at another time, it is your responsibility to ensure that this happens.
4. Reception or a delegated member of staff will assist in the making up, sorting and franking of the mail or place it in the outbound box.
5. Occasionally it will be necessary to send mail or documents by means of a courier service when delivery through the normal post will be insufficient. When a courier service is needed Your allocated supervisor is to make the necessary arrangements.

P1-11 Information Management Procedure

General Security

- Never allow anyone to follow you into your assigned place of work.
- Do not remove paperwork from your bag when not in your assigned place of work or at home.
- Be very careful when removing documents from your assigned place of work.



- Keep documents on your person at all time.
- Do not log on to public networks using a computer provided by the company.
- Do not remotely access the company's network using a public Wi-Fi network.

If you realise there is a problem

Warning signs to look out for include:

- error messages;
- constant requests to upload or open a file;
- inability to access a file or website;
- computer freezing; or
- multiple pop-ups appearing.

If you are worried about anything else, even if you are not sure what it means, assume it is a warning sign. What to do if you notice a warning sign:

- do not touch anything or upload anything that you are being prompted to;
- do not close or save anything;
- make a note of any website you have recently been on or anything you have recently downloaded; and
- go immediately in person to the support team via support@ravenpayoll.co.uk or telephone them and explain exactly what is on your screen. Do not try to email them or use your computer. Take your note with you or explain over the phone what websites you have used or what you have downloaded.

P1-12 Flexible Working Procedure

We are committed to providing equality of opportunity in employment and to developing working policies and procedures that support work-life balance.

This Flexible Working Procedure gives eligible staff members an opportunity to formally request a change to their working pattern in accordance with the statutory procedure for such requests. Managers are encouraged to facilitate requests unless they cannot be accommodated for business or operational reasons.

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



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

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

Eligibility

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

- be an employee (this procedure does not apply to agency workers, consultants or self-employed contractors); have worked for the company continuously for 26 weeks at the date the request is made; and
- not have made a formal request to work flexibly during the last 12 months (each 12 month period runs from the date when the most recent application was made).

Employees who have been employed for less than 26 weeks, agency workers and office holders do not have a statutory right to request flexible working. If you are not eligible to make a formal request, you may make an informal request.

Forms of Flexible Working

Flexible working can incorporate a number of changes to working arrangements. It is not prescriptive and how you choose to work flexibly can be a hybrid of varying options. Examples of flexible working include:

- part-time working (e.g. a reduction or variation of working hours or days worked each week);
- working from a different location (for example, home: please see the Home Working Procedure);
- working only during term-time (a form of part-year working);
- working compressed hours (e.g. 37.5 hours over 4 days); and
- working flexi-time.

Practical Considerations

Any member of staff interested in flexible working should request an initial informal meeting with their supervisor or your line manager to discuss their eligibility, how the different options could practically work and the impact of the proposed work pattern on colleagues and service delivery.

Following this, there are three routes available should you wish to request flexible working:

- make an informal request; or
- make a formal request.

What to do if you wish to make an informal request for a flexible working pattern

Eligible members of staff who wish to make an informal request for flexible working may make a request to their supervisor who will consider such a request and consult with the Director who will review against the company's business requirements.

It will help your supervisor to consider your request if you:

- make your request in writing, email is fine, state the reason for the request and confirm whether you wish any change to your current working pattern to be temporary or permanent;
- provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times; and



- consider what effect any changes to your working pattern will have on the work that you do and on your colleagues, as well as service delivery. If you have any suggestions as to how any potentially negative effects can be dealt with, please include.

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

It is likely that successful requests would include a trial period.

What to do if you wish to make a formal request for a flexible working pattern

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

Stage One: Request

Your written application should be submitted to your supervisor and should:

- state the reason for your request;
- provide information to confirm that you meet the eligibility criteria set out in this policy; and
- ideally be submitted at least two months before you wish the requested changes to take effect.

It will help your supervisor to consider your request if you can provide as much information about the desired working pattern, including working days, hours and start and finish times. If your proposal cannot be accommodated, discussion between you and your supervisor may result in an alternative working pattern that can assist you.

Think about what effect the changes to your working pattern will have on the work that you do, on your colleagues as well as on the company's service delivery. If you have any suggestions as to how any potentially negative effects can be dealt with, please include these in your written application.

Following consultation with the Director and your line manager your supervisor might be able to agree your proposal without the need for a meeting (which is the next stage of the formal procedure). If that is the case, the Director will write to you to, confirming their decision and explaining the changes that will be made to your contract of employment.

Stage Two: Meeting

Sometimes it may be appropriate to conduct a formal meeting with you to help explore flexible working options further. You will be invited to attend a meeting within 28 days of your request being submitted and you may bring a workplace colleague to the meeting if you wish.

At the meeting you will be able to explain why the arrangements are necessary, explore your proposal and any alternative arrangements that may be suitable.

Stage Three: Decision

You will be notified of the company's decision within three months of the date on which your flexible working request was made.

There may be occasions when we need extra time to make a decision. Your supervisor will ask for your agreement to delay the decision. A request for an extension is likely to benefit you. For example, your supervisor may need more time to investigate how your request can be accommodated or to consult several members of staff.



If new working arrangements are agreed, it may be sensible to start them under an initial trial period, to ensure that they meet your needs and those of your department.

If arrangements for your employment are to change as a result of the meeting we will write to you with details of the new working arrangements the date on which they will commence. You will be asked to sign and return a copy of the letter. This will be placed on your personnel file to confirm the variation to your terms of employment.

There will be circumstances where, due to business and operational requirements, the company is unable to agree to a request. In these circumstances we will write to you stating the business ground(s) why the request cannot be agreed and providing an explanation of why the business reasons apply in the circumstances. We will also set out the appeal procedure.

The business grounds on which the company may reject your request include:

- the burden of additional costs;
- detrimental effect on ability to meet client needs / service delivery;
- inability to reorganise work among existing staff;
- inability to recruit additional staff;
- detrimental impact on quality;
- detrimental impact on performance; or
- insufficiency of work during the periods the employee proposes to work; or
- planned structural changes.

Stage Four: Appeal

If we cannot accommodate your request you have the right to appeal. Your appeal must be in writing and dated and it must set out the grounds for your appeal. It must be sent to your line manager within 14 days of the date on which you received the written rejection of your request.

You will be invited to attend an appeal meeting within 14 days of receipt of your written appeal. The appeal meeting will be held at a convenient time for all those attending and you may be accompanied by a workplace colleague.

Following the appeal meeting you will be informed in writing of the decision within 14 days.

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

If your appeal is rejected, the written decision will state the grounds for the decision and provide an explanation as to why the grounds for refusal apply in the circumstances. You will not be able to make another formal request until 12 months after the date of your original application.

Withdrawn requests

There will be exceptional occasions when it is not possible to complete a particular part of the procedure within the expected time limits. Where an extension of time is agreed, your supervisor will write to you confirming the extension that has been agreed and the date on which the extension will end.

In certain circumstances, an application made under the formal procedure set out in this policy will be treated as withdrawn. This will occur if:

- you decide to withdraw a request; or
- you miss two meetings with the company regarding the application without good reason.



If a request made under the formal procedure is withdrawn, a member of staff will not be eligible to make another request for 12 months from the date of their original request. Where you decide to withdraw a request, you should notify your supervisor and your line manager as soon as possible. Where you fail to attend meetings without reasonable cause; or unreasonably refuse to provide information required by the company you will receive written confirmation that your request has been withdrawn.

Monitoring and Review

The company regularly monitors the effectiveness of this procedure and will revise it where necessary. The Director have overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework.

P1-13 Home Working Procedure

This Procedure applies to:

- staff who wish to request a formalised agreement with their supervisor to work from home on a regular and / or frequent basis; and
- those who work from home on an ad hoc basis without a formalised agreement.

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

Practical Considerations

Home working will only be possible if it can be ensured that the staff member's absence from your assigned place of work will not create problems for other staff. Departments and teams must continue to maintain a physical presence in the building and any agreed arrangement may need to alter should holidays, sickness or other planned / unplanned absences reduce physical headcount.

All staff must indicate clearly that they are working from home. Supervisors must always be made aware of home working by inclusion in the dairy entry and contact numbers stated. Office phones where possible should be diverted to a mobile or home landline number.

All staff who work from home should ensure that they have a suitable environment in which they can focus on work. Staff should ensure that they can work free from disruption and distraction.

Some mortgage and rental agreements do not allow for the home to be used for work purposes. It is the responsibility of the staff member to check their circumstances with their landlord or mortgage provider. The company will not accept any responsibility for an employee who suffers any detriment, loss or legal action as a result of not obtaining the necessary permissions from their insurer, mortgage lender, landlord or local authority.

IT and Connectivity

Staff with their own computer can potentially use this to access their emails if they have broadband access set up in their homes.

Staff who request and agree a regular home working arrangement may request the company to set up a computer and broadband connection on terms to be agreed.

It should be noted that payment of broadband access by the company is a taxable benefit.

The company will maintain its own equipment, but will not be responsible for maintaining staff members' own computers and equipment.

Health and Safety



Under the Health and Safety at Work Act we shall ensure, so far as it is reasonably practicable, the health, safety and welfare at work of all our staff, and this also extends to home workers. You must take reasonable care of your own health and safety and that of anyone else who might be affected by your actions and omissions.

This places an obligation on you to ensure that you and others are not endangered by work activities undertaken at their home using the company's equipment.

The company is required to undertake a risk assessment of the home worker's activities and working environment, which will usually be undertaken via a self-assessment form. The company reserves the right to check homeworking areas for health and safety purposes.

Security and Confidentiality

It is both the company and staff member's responsibility to ensure any home worker is able to retain and not prejudice the security and confidentiality of all information within the home.

Making an Application

Ad hoc working

You can agree this with your supervisor on an occasional and informal basis, providing the principles and practicable details of this policy are applied.

Regular Home Working

All applications for home working should be submitted following the informal or formal procedure detailed in the Flexible Working Procedure.

It is likely that successful requests would include a trial period, during which time the company would expect to see improvements (e.g. in billing, service quality and administration).

The company reserves the right to review and vary any home working arrangements. Furthermore, home working could possibly be withdrawn if the performance of an individual suffers, or the ability to deliver departmental / company objectives or activities is compromised.

2 Equality and Diversity

The company is committed to eliminating discrimination and promoting equality and diversity in its policies, practices and procedures. The company endeavours to avoid discrimination in its dealings with customers, members of staff and all other third parties that are in dealings with the company. The company is committed to promoting diversity in its professional activities in order to provide the best service attainable.

Everyone at the company is expected and required to treat all others equally and with the same attention, courtesy and respect regardless of any factors. We encourage equality of opportunity and respect for diversity in our relationships with staff, directors, shareholders, customers and third parties. The company and its entire staff must treat everyone equally regardless of age, disability, gender, gender identity, gender reassignment, sex, sexual orientation, marital status, civil partnership, pregnancy, maternity, race, racial group, colour, ethnic origin, nationality, political opinion, religion or other belief.

It is imperative that everyone adheres to this policy, by treating everyone fairly and with respect, by embedding such values in the workplace and by challenging inappropriate behaviour and processes. As a matter of law, we must comply with the requirements set out in legislation, including the Equality Act 2010. In light of this we have an Equality and Diversity Procedure.



P2-1 Equality and Diversity Procedure

Introduction and Scope

The company operates a strict policy in relation to discrimination, equality and diversity, and it is imperative that every individual is treated with respect and dignity and is given equal opportunities. The policy and this procedure apply to everyone within the company, in terms of recruitment, training and promotion, and in the course of professional dealings with customers, colleagues and third parties. All personnel must comply with relevant legislation, such as the Equality Act 2010. This procedure is designed to ensure that, as an absolute minimum, the company complies with and fulfils anti-discrimination legislation, and we are passionately committed to preventing any and all forms of discrimination from taking place.

This policy does not form part of your contract of employment and we may amend it at any time.

Forms of Discrimination

The company's policy covers discrimination of complex identities on the grounds of:

- race or racial group (including colour, nationality, ethnic or national origins);
- sex;
- gender (including gender reassignment and gender identity);
- sexual orientation;
- marital status (including civil partnership);
- pregnancy and maternity;
- religion or belief;
- political opinion;
- disability (e.g. mental or physical impairment); and
- age.

All the areas of discrimination set out above are collectively referred to as 'the above grounds' in the rest of this section.

The following types of action are against the company's policy:

- **Direct discrimination:** takes place where, in the same circumstances, a person is treated less favourably on any of the stated forms of discrimination above;
- **Indirect discrimination:** takes place where an unjustifiable requirement or condition disadvantages and affects one group by reason of the above grounds;
- **Victimisation:** takes place where a particular individual is treated less favourably than others because they have, or have attempted to, assert their rights, by undertaking action against the company or complained about unlawful discrimination on one of the above grounds;
- **Harassment/bullying:** takes place in the company, or a company-related setting, where persistent unwanted conduct on one of the above grounds has the effect of interfering with an individual's dignity, or creating an uncomfortable (e.g. hostile, degrading, intimidating, humiliating, or offensive) environment for that individual.
- **Disability discrimination:** this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

Positive Action

Although it is unlawful to discriminate in favour of certain groups on the grounds of race or sex, positive action to enable greater representation of under-represented groups is permitted by law and the appropriateness of such action will be kept under review.



Complaints of Discrimination

The company will treat seriously, and will take action where appropriate, all complaints of discrimination or harassment on any of the forbidden grounds made by staff members, line managers, customers or other third parties.

All complaints will be investigated in accordance with the company's Grievance or Complaints Procedure and the complainant will be informed of the outcome.

Disability Provisions

Further to the company's obligations not to discriminate, victimise or harass those with a disability, whether mental or physical, the company is subject to a duty to make reasonable adjustments in order to ensure that those staff members or customers are not left at a disadvantage in comparison to those who are not disabled.

If you are disabled or become disabled, we encourage you to tell us about your condition so that we can support you in an appropriate way.

If you experience difficulties at work because of your disability, you may wish to contact your line manager to discuss any reasonable adjustments that would help overcome or minimise the difficulty. Your line manager may wish to consult with you and your medical adviser about possible adjustments. We will consider the matter carefully and try to accommodate your needs within reason. If we consider a particular adjustment would not be reasonable we will explain our reasons and try to find an alternative solution where possible.

We will monitor the physical features of our premises to consider whether they might place anyone with a disability at a substantial disadvantage. Where necessary, we will take reasonable steps to improve access.

Training and Promotion Opportunities

The company's commitment extends to all job applicants, employees, staff members and directors in providing equal opportunities in employment and has an obligation not to discriminate on the above grounds.

The selection criteria and processes for recruitment and promotion will be kept under review to ensure that there is no unjustifiably discriminatory impact on any particular group.

All members of staff have equal access to training and other career development opportunities appropriate to their experience and abilities. However, the company will take appropriate positive action measures (as permitted by the anti-discrimination legislation) to provide special training and support for groups which are underrepresented in the workforce and encourage them to take up training and career development opportunities.

Customers

Although the company is at choice in deciding whether to accept instructions from a particular customer, no customer may be refused the provision of services from the company if based on one of the above grounds. The company will take steps to meet the different needs of particular customers arising from its obligations under the anti-discrimination legislation (such as the Disability Discrimination Act 1995 (amended by the DDA 2005) and the Equality Act 2010).

In addition, where necessary and where it is permitted by the relevant anti-discrimination legislation (for example, provisions relating to positive action or exemptions), the company will seek to provide services which meet the specific needs and requests arising from customers' ethnic or cultural background, gender, responsibilities as carers, disability, religion or belief, sexual orientation, age or other relevant factors.



Suppliers

All lists of approved suppliers and databases of contractors, agents and other third parties who, or which, are regarded as suitable to be instructed by those within the company have been compiled only on the basis of the ability of those persons or organisations to undertake work of a particular type and contain no discriminatory exclusion, restriction or preference.

Recruitment

Vacancies should generally be advertised to a diverse section of the labour market. Advertisements should avoid stereotyping or using wording that may discourage particular groups from applying.

The company will take steps to ensure that applications are attracted from people without regard to the above grounds and will ensure that there are equal opportunities in all stages of the recruitment process. Since recruitment to the company is mainly achieved through a small number of agencies, steps will be taken to ensure that these agencies support the company's general approach to the subject.

Job applicants should not be asked questions which might suggest an intention to discriminate on grounds of a Protected Characteristic. For example, applicants should not be asked whether they are pregnant or planning to have children.

We are required by law to ensure that all staff are entitled to work in the UK. Assumptions about immigration status should not be made based on appearance or apparent nationality. All prospective staff, regardless of nationality, must be able to produce original documents (such as a passport) before employment starts, to satisfy current immigration legislation. The list of acceptable documents is available from the Director.

Outsourcing

We must consider equality and diversity requirements when we enter into outsourcing arrangements. Outsourcing providers do not have to adhere to our equality and diversity principles, but we should make our outsourcing providers aware of their equality and diversity obligations. In some cases it may be advisable to provide a copy of our policy to outsourcing providers.

Monitoring and Review

Monitoring of this policy by the company will be on a periodic basis to evaluate its effectiveness. The company has appointed the Director to be responsible for the operation of the policy. In particular, the company will monitor the ethnic and gender composition of existing staff and of applicants for jobs (including promotion), and the number of people with disabilities within these groups, and will review its equal opportunities policy and workforce diversity in accordance with the results shown by the monitoring. If changes are required, the company will implement them. Any developments of the company's strategic and business plans, or changes in this Staff Handbook, will similarly be examined in order to ensure that no inadvertent breach of the policy occurs.

3 Health and Safety

It is of paramount importance to the company that the health, safety and welfare of everyone working in or visiting your assigned place of work and anyone affected by our business activities is looked after.

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

Working Environment

The company endeavours to do everything in its power to ensure that everyone in your assigned place of work has a comfortable environment in which to work. We are not aware of any unusual hazards to your health and



safety and, provided reasonable care and common sense is used in carrying out your work, there should be nothing more dangerous encountered here than you would encounter in your own home.

Visitors

The Health and Safety Policy and Procedures are equally applicable to visitors at our offices. Receptionists, or any member of staff hosting a visitor, are responsible for ensuring that visitors are informed of our health and safety measures.

Staff Member's Duties

All members of staff are encouraged to:

- cooperate with supervisors and managers on health and safety matters and comply with all duties, policies and procedures;
- not interfere with anything provided to safeguard their health and safety;
- take reasonable care of their own health and safety and report all health and safety concerns to Your allocated supervisor or their supervisor; and
- take reasonable care for the health and safety of anyone who may be affected by their acts or omissions whilst at work.

First Aid

The following person has been trained in first aid:

Your allocated supervisor on site

P3-1 Health and Safety Procedure

The company will take action to:

- identify, assess and manage the health and safety risks arising from our work activities;
- consult with our staff members and seek their co-operation on matters affecting their health and safety;
- provide and maintain safe equipment;
- ensure safe handling and use of substances;
- provide information, instruction and supervision for members of staff;
- ensure all members of staff are competent to do their tasks and to give them adequate training;
- prevent accidents and cases of work-related ill health, so far as is reasonably practicable;
- maintain safe and healthy working conditions and ensure any officers involved in health and safety receive appropriate training;
- oversee the implementation and function of the safety management system; and
- take disciplinary action for any breach of company safety policies.

The Health and Safety Law poster is clearly displayed in your assigned place of work.

Health and safety advice is available from your allocated supervisor, who will consult as appropriate.

Assessment, Identification, Monitoring and Training

Assessment

- Risk assessments at your assigned place of work will be undertaken by your allocated supervisor, with assistance from consultants as necessary.
- The findings of the risk assessments will be reported to the company.
- Action required to remove/control risks will be approved by your line manager.
- Your allocated supervisor is responsible for ensuring the action required in our offices is implemented.



- Your allocated supervisor will check that the implemented actions have removed/reduced the risks.
- Assessments will be reviewed every year, or when the work activity changes, whichever is sooner.

Identification

- Your allocated supervisor is responsible for identifying all equipment in need of maintenance and for drawing up an effective maintenance programme to monitor the safety of equipment. Your allocated supervisor will also be responsible for ensuring that all identified maintenance is implemented. Any problems found with plant/equipment should be reported to Your allocated supervisor.
- Your allocated supervisor will check that new equipment meets health and safety standards before it is purchased.
- Your allocated supervisor will be responsible for identifying all substances which need a COSHH assessment.
- Your allocated supervisor will be responsible for undertaking COSHH assessments.
- Your allocated supervisor will be responsible for ensuring that all actions identified in the assessments are implemented.
- Your allocated supervisor will be responsible for ensuring that all relevant members of staff are informed about the COSHH assessments.
- Your allocated supervisor will check that new substances can be used safely before they are purchased.

Monitoring

To check working conditions and ensure safe working practices are being followed we will:

- carry out annual reviews of risk assessments;
- carry out regular inspections on health and safety and fire risks and equipment;
- liaise regularly with staff and management;
- carry out spot checks of health and safety; and
- carry out yearly fire drills.

Training

Supervision of young workers/trainees will be arranged/undertaken/monitored by Your allocated supervisor.

Raven Payroll Ltd is responsible for ensuring that all staff are given relevant health and safety information whilst working at locations under the control of other employers.

Induction training involving appropriate safety training will be provided to all staff members by their supervisor. Your supervisor is also responsible for arranging job specific training at your assigned place of work and for keeping a record of all training that is undertaken.

Equipment

You must use equipment in accordance with any instructions given to you. Any equipment fault or damage must immediately be reported to your supervisor.

No member of staff should attempt to repair equipment unless trained to do so.

Staff Safety Outside of your assigned place of work

The company is equally as concerned about staff safety when they are performing duties outside your assigned place of work as when staff are working in your assigned place of work.

1. Members of staff should not arrange to meet unknown contacts other than in public places.
2. All members of staff should provide details to your line manager or their supervisor of where they are going, the purpose of the visit and their anticipated time of return.



3. During these external outings staff should carry their mobile and endeavour to keep it switched on at all times.
4. If it becomes apparent that your mobile phone is going to run out of battery whilst out of your assigned place of work then you should endeavour to make this known to a or your supervisor.
5. If you think that you are going to be returning to your assigned place of work at a time significantly later than the time that you had communicated to the person(s) in 2 then you should endeavour to inform the relevant person of the change.

First Aid

The company endeavours to negate the need for First Aid, however, in some instances accidents will happen whereby a member of staff requires First Aid to be administered by a first aider.

Details of first aid facilities and the names of trained first aiders are displayed on the notice boards.

1. All injuries/wounds that are suffered by staff or visitors whilst inside your assigned place of work building or whilst in the course of their employment (for members of staff) should be reported without delay to Your allocated supervisor on site, who will assess the situation and decide how best to proceed. The injury/wound must be recorded in the Accident Book. Thereafter the Accident Report Register must be updated. Copies of the forms and register are kept at the office.
2. Where the wound/injury is of a serious nature, for example, if somebody faints, then it may be more appropriate to contact the Emergency Services before contacting Your allocated supervisor on site. Staff should use their common sense to decide when this may be appropriate.
3. If the injury/wound sustained by a member of staff or a visitor is not so serious, for example, if somebody sustains a paper cut to their finger, then it may not be necessary to contact the Emergency Services and it may be more appropriate for a first aider to administer the First Aid.
4. The First Aid box can be found in your assigned place of work of Raven Payroll Ltd and it is regularly checked to ensure that it contains the necessary products.

Control of Substances Hazardous to Health (COSHH)

Special legislation came into force on 1st January 1993 covering COSHH. It is the task of Your allocated supervisor to list and assess the risks in the use of all the products and substances in use. Your allocated supervisor will also ensure that all hazardous substances are stored safely and are clearly marked to indicate their hazardous properties. Your allocated supervisor is also in charge of mounting COSHH posters in the areas where the hazardous substances are stored. Any person who uses a hazardous substance must read the relevant COSHH poster so as to know how to use the hazardous substance safely.

Entitlement to Eye and Eyesight Tests

In compliance with the requirements of the Health and Safety (Display Screen Equipment) Regulations 1992 as amended by the Health & Safety (Miscellaneous Amendments) Regulations 2002 the company has adopted the following policy in respect to the provision of employee eye and eyesight tests. Entitlement to such a test will relate only to a member of staff who has been designated as a 'DSE User'.

Definition of a Display Screen Equipment User

- A member of staff who uses display screen equipment for 50 per cent or more of his/her normal working week (based on a 37 hour week); and/or
- A member of staff who uses display screen equipment for a continuous period of at least two hours on each working day.
- A member of staffs' use of such equipment as outlined above must form a part of the recognised duties of the post.

A member of staff who falls into the above category has the following entitlements:



Eye and Eyesight Tests

The company will refer 'users' (as defined above) who so request it to an optician of their choice, for an appropriate eye and eyesight test. This has been defined in the Opticians Act 1989 as meaning a 'sight test' and must be carried out by a registered Ophthalmic Optician or suitably qualified doctor. The test includes a test of vision and an examination of the eye.

Corrective Appliances

'Special' corrective appliances (normally spectacles) will be those appliances prescribed to correct vision defects at the viewing distance used specifically for display screen work (normally within the range of 50-60cm). 'Normal' corrective appliances are spectacles prescribed for any other purpose.

Desk

Members of staff are entitled to a workstation assessment; and

Members of staff should try and organise their work so that they take frequent short breaks from looking at the screen.

The company's liability for costs

The company will pay the costs associated with the provision of eye and eyesight tests and of 'special' corrective appliance as prescribed for display screen work once a year (maximum). The provision of 'normal' corrective appliances will be at the employees own expense.

Liability for costs will be restricted to payment of the cost of basic appliance only i.e. of a type and quality adequate for its function. If a member of staff wishes to choose more costly appliances (e.g. with designer frames; or lenses with optional treatments not necessary for the work), the company will not pay for these. However, the company will contribute a portion of the total cost of a luxury appliance equal to the cost of a basic appliance.

The company will pay for the costs of eye and eyesight tests and the provision of 'special' corrective appliances up to but not exceeding the following amounts:

- Eye and Eyesight Test: £25.00
- BASIC appliances: £40.00

These costs are subject to review annually.

Clinical Records

Clinical information will be subject to the same confidentiality as other medical records.

Procedure

To claim your entitlement you should:

- send a letter detailing the expense and attach the receipt of the sight test to your line manager to reclaim the sight test cost, up to the amount allowable;
- if lenses are required for Display Screen Equipment (DSE) use, ask your optician to provide an explanatory note that they are required for DSE use; and
- send an Optician's note to your line manager to reclaim the BASIC appliance part of the cost. Please attach any receipts.

Raven Payroll Ltd will then arrange your reimbursement.



No Smoking Including E - Cigarettes

Smoking in enclosed or substantially enclosed workplaces has been prohibited in England since July 2007 under the Health Act 2006 and the Smoke-Free (Premises and Enforcement) Regulations 2006 - SI 2006 No 3368 which came into force on 1st July 2007. The anti-smoking laws apply to the company and we operate a no-smoking policy in all our offices (including in individual offices), any part of our premises, and in company vehicles.

It is in the company's interests to promote the health and wellbeing of all our members of staff and the company has a duty to prevent smoking in all smoke-free areas.

This policy applies to all personnel and to clients. Failure to adhere to this policy may result in disciplinary action.

Adequate Signage

'No Smoking' signs are widely displayed at the entrance to our building(s) and throughout our premises.

Designated Smoking Area

If a staff member (or customer) wishes to smoke, they must smoke in the externally designated area and/or smoking shelter or wait until they have left the company's premises. If an individual is found to be smoking in a prohibited area they should politely be asked to stop and reminded (or informed) of our No Smoking policy and the company reserves the right to treat it as behavior that is considered to be subject to disciplinary procedure.

Electronic Cigarettes

The company acknowledges that some staff may wish to make use of electronic cigarettes ("e-cigarettes") in the workplace, particularly as an aid to giving up smoking. E-cigarettes (sometimes also referred to as personal vaporizers (PVs or vapes) or electronic nicotine delivery systems (ENDS)) are battery-powered products that release a visible vapour that contains liquid nicotine that is inhaled by the user. E-cigarettes are not covered by the anti-smoking laws however the company does not permit their use in the workplace, in company vehicles, or at any client locations where staff members are working.

Fire Instructions

All staff should familiarise themselves with the fire safety instructions, which are displayed on notice boards and near fire exits in the workplace.

If you discover a fire you should, if possible:

1. Raise the alarm in the most effective and safest way;
2. Inform Your allocated supervisor who should immediately assume overall control of the fire evacuation. If they are not present, another fire marshall will assume supervision of the evacuation;
3. Only if it is safe to do and you have been trained or feel competent to do so, use the fire extinguishers located in the downstairs lobby or on each floor of the building;
4. Ensure that someone rings for the fire brigade giving any necessary information;
5. Verbally inform occupants of other premises on each floor;
6. Switch off the main power switch in basement.
7. Do not use water if the current has not been switched off;
8. Close all doors and windows if safe to do so; and
9. Make your way calmly to the stairs and exit by the nearest fire door or fire exit.

The person supervising the evacuation will ensure that the fire brigade check your assigned place of work to confirm that all staff and members of the public have left the building.



Staff should assemble in the official assembly point, which you be informed of either by your supervisor or by notices around your assigned place of work, and a roll call is to be made by the person supervising the fire evacuation. Fire drills will be held regularly and must be taken seriously.

You must exit the premises by using the stairs or fire exits located on each floor. A copy of this instruction is to be displayed at all exit doors in your assigned place of work along with information on fire assembly points.

4 Maternity and Paternity

Maternity

We are fully committed to supporting and helping mothers balance work and family life. Our Procedure is one of the tools we have to help guide and inform you.

Please be assured that no one will be subjected to any detriment for requesting or taking maternity leave.

We will review all of our employment practices, policies and procedures to ensure all are up-to-date and applied fairly and consistently.

Please refer to Maternity Procedure.

Paternity

We are fully committed to supporting and helping fathers balance work and family life. Our Procedure is one of the tools we have to help guide and inform you.

Please be assured that no one will be subjected to any detriment for requesting or taking paternity leave.

We will review all of our employment practices, policies and procedures to ensure all are up-to-date and applied fairly and consistently.

Please refer to Paternity Procedure.

Family Friendly Policies

Antenatal Rights

Pregnant women are entitled to a statutory right to take paid time off to attend any appointments for antenatal care, regardless of the number of hours worked or their length of service. If you wish to exercise this right you should inform your employer of the date and time of the appointment. Following a request for evidence of antenatal appointments from the employer, temporary work agency or hirer, the staff member or agency worker must show both:

- a certificate confirming that you are pregnant, such as a MAT B1; and
- an appointment card or some other document showing an appointment has been made.

Expectant Fathers

1st October 2014 saw the introduction of a new right allowing expectant fathers and partners (including same sex) to take time off work to accompany a pregnant person to see a midwife or obstetrician for up to 2 of her antenatal appointments. The right to take time off depends on the staff member having a “qualifying relationship” with the pregnant person or the child.



“Partner” includes the spouse or civil partner of the pregnant person and a person (of either sex) in a long-term relationship with her.

Staff and qualifying agency workers are entitled to time off to accompany an expectant mother to her antenatal appointments if they are:

1. the baby’s father;
2. the expectant mother’s spouse, her civil partner, or partner (of either sex) in an enduring relationship; or
3. intended parents of a child in a surrogacy arrangement if they expect to be entitled to and intend to apply for a parental order in respect of that child.

The right is to time off on up to two occasions and the maximum time is capped at 6 hours and 30 minutes per appointment.

Qualifying Period

- There is no qualifying period for employees.
- Qualifying agency workers are required to have been doing the same kind of job for the same hirer for at least 12 weeks.

Signed Declaration

We are not entitled to ask for any evidence of the antenatal appointments, such as an appointment card, as this is the property of the expectant mother attending the appointment. However, we are entitled to ask the staff member for a signed declaration stating:

1. that they have a qualifying relationship with a pregnant person or her expected child;
2. that their purpose in taking time off is to accompany a pregnant person to an antenatal appointment;
3. that the appointment in question is made on the advice of a registered medical practitioner, registered midwife or registered nurse; and
4. the date and time of the appointment.

The Department for Business, Innovation and Skills has published [guidance on the new rights](#), which points out that more than one staff member may have a qualifying relationship with the same woman. For example, where the father of the child and the woman’s partner or husband are different people, both individuals may well be eligible to time off.

Refusal to Time Off

Any member of staff or agency worker who is entitled to unpaid time off to accompany the expectant mother to an appointment and is denied this right by their employer or hirer can complain to the Employment Tribunal within three months, provided that the employer has acted unreasonably in doing so.

Staff have the right not to be subjected to a detriment, and not to be unfairly dismissed, as a result of exercising, or proposing to exercise, the right to time off work to accompany a pregnant person to an antenatal appointment.

P4-1 Maternity Procedure

The purpose of this Procedure is to outline the statutory rights and responsibilities of members of staff who are pregnant or have recently given birth, outline the company’s responsibilities, and set out the arrangements for ante-natal care, pregnancy-related illness, health and safety, and the details and practicalities of your maternity leave and maternity pay.

Please note that this Procedure does not form part of your contract of employment and we may amend it at any time.



Definitions

Some of the terms used in this Procedure (and elsewhere) have particular definitions, abbreviations or acronyms. It is helpful to make you are aware of the following:

- ‘Expected Week of Childbirth’ is the week, starting on a Sunday, in which your GP or midwife expects you to give birth;
- ‘Qualifying Week’ is the 15th week before the expected week of childbirth;
- ‘OML’ means ordinary maternity leave;
- ‘AML’ means additional maternity leave; ‘SMP’ means Statutory Maternity Pay;
- ‘MATB1’ is the name of the maternity certificate which confirms the expected date of childbirth. This is given to you by your GP or midwife;
- ‘KIT’ means keeping in touch and refers to contact or training days during your OML and AML; and
- ‘Expected Return Date’ is the date we expect you back at work.

Responsibility

The company has responsibility for ensuring the fair, consistent and effective application of this Procedure and compliance with the relevant statutory framework.

All members of staff have a responsibility to ensure the fair, consistent and effective application of this Procedure and to support colleagues in ensuring its success. You must be aware that failure to do so may result in disciplinary action.

The First Instance

You must notify us as soon as possible that you are pregnant. This is important as there may be health and safety considerations (see below).

Before the end of the 15th week before the date that you expect to give birth (Qualifying Week), or as soon as reasonably practicable afterwards, you must inform us in writing:

- that you are pregnant;
- the Expected Week of Childbirth;
- the date on which you would like to start and end your maternity leave; and
- whether you intend to return to work.

If you can provide your MATB1 form at this stage please do so. If you have not received one from your GP or midwife you must provide it as soon as possible.

Health and Safety

We have a general duty of care of the health and safety of all members of staff. We are also required to carry out a risk assessment to identify any potential risk to members of staff who are pregnant, have given birth during the last six months, or are still breastfeeding. This risk assessment will be conducted by the company’s HR Representative.

We will provide you with information about any risks identified and any preventive and protective measures that have been or will be taken. The sorts of risks typically identified are trip hazards, extremes of temperature, prolonged periods of standing up, manual handling etc.



If we consider that, as a new or expectant mother, you would be exposed to health hazards in carrying out your normal work we will take such steps as are necessary to avoid those risks.

Most risks are usually eliminated quickly and easily. It's important to note that sometimes it may involve changing your working conditions or hours of work. It may be necessary to offer you suitable alternative work and if we do this please be assured that your terms and conditions will not be substantially less favourable.

In rare circumstances where we are unable to eliminate risks or find suitable alternative work we may suspend you from work, which will be on full pay and your normal contractual benefits unless you have unreasonably refused suitable alternative work.

Can I take time off for Antenatal Care?

If you are pregnant you may take reasonable paid time off during working hours for antenatal care, which may include relaxation or parenting classes that your GP or midwife recommend.

You should endeavour to give us as much notice as possible of the appointment. Where possible you should arrange appointments at the start or end of your normal working day.

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

- a certificate confirming that you are pregnant, such as a MAT B1; and
- an appointment card or some other document showing an appointment has been made..

Sickness

Any periods of pregnancy-related sickness absence will be treated in accordance with our sickness absence procedure but will be recorded separately. Any pregnancy-related illness that occurs on your return to work following maternity leave will also be considered as such.

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

Maternity Leave

Am I entitled to maternity leave?

As long as you are a member of staff and provide us the correct notice you qualify for Statutory Maternity Leave. This is regardless of how long you have been with us, how many hours you work, or how much you are paid.

How much maternity leave am I entitled to?

As a member of staff you are entitled to up to 26 weeks of Ordinary Maternity Leave and 26 weeks of Additional Maternity Leave making one year in total provided you comply with the required notifications. The combined 52 weeks is known as Statutory Maternity Leave.

Do I have to take maternity leave?

You do not have to take all of your Statutory Maternity Leave. However, you must take two weeks of compulsory maternity leave after your baby is born. This is law.

Starting your maternity leave

The earliest date you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely in which case it can begin earlier).



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

If you need to postpone or bring forward your Intended Start Date please inform us in writing at least 28 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable.

To be clear, your maternity leave shall start on whichever date is the earlier of:

- your intended Start Date (if notified to us in accordance with this policy);
- the day after you give birth (you must let us know in writing the date of the birth as soon as is practicably possible); or
- the day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth (unless we agree to delay it).

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

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

Do I get statutory maternity pay?

It is important to point out that your entitlement to Statutory Maternity Pay is not directly linked to your entitlement to take maternity leave.

You are entitled to SMP if you have been continuously employed for at least 26 weeks at the end of your Qualifying Week, are still employed by us during that week, and your average weekly earnings during the eight weeks ending with the Qualifying Week are not less than the lower earnings limit set by the Government. In order to be entitled to SMP you must provide the company with a doctor's or midwife's certificate stating your Expected Week of Birth and give 28 days' notice of your intention to take maternity leave.

How much SMP will I receive?

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

SMP is calculated in two different rates:

1. The first six weeks of SMP is paid at the Earnings-Related Rate of 90% of your average weekly earnings of the 'relevant period'. This is calculated using the two months and the earnings from the last two pay slips on or before the end of your Qualifying Week. This includes any bonuses, commissions, overtime payments etc.; and
2. The remaining 33 weeks is at a rate which is set by the Government for the relevant tax year, or the Earnings-Related Rate if this is lower.

SMP payments are usually made via payroll in the normal way and are subject to income tax, National Insurance, and (if you are a member) pension contributions.

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

Your Terms and conditions during OML and AML

During your period of maternity leave (OML and should you take AML also) you will be entitled to all terms and conditions, except for salary payments. These include benefits in kind such as life insurance and health insurance.



What about my annual leave?

During your OML and AML you will continue to accrue annual leave at the same rate as detailed in your terms of employment and this Staff Handbook.

For all practical purposes, this accrued annual leave will be available for you to take once you return to work (or will be payable should you not return).

For annual leave accrued before you commence OML you should make sure you have taken all of your holiday entitlement prior to OML commencing.

You should discuss your holiday plans with your line manager in good time before stating your maternity leave and all holiday dates are subject to approval by your line manager.

Pensions

During OML (and any further period of paid maternity leave that falls into AML) we shall continue to make any employer contributions that we usually make based on what your earnings would have been if you had not been on maternity.

You do not have to make contributions yourself but may choose to.

Keeping in touch (KIT)

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

Keeping in touch days are days to keep you connected to work. You may request to work (including attending training) for up to ten days during maternity leave without breaking your maternity leave. Please be aware that if you only attend your assigned place of work for a couple of hours, for example, this still counts as one full KIT day. KIT days are paid at your normal rate of pay for the hours worked. If you are still receiving SMP payments at the time of the KIT days you will continue to receive this as normal.

Keeping in touch days are optional and will arise out of mutual agreement. If this is something you would like to do please note that you must not request a KIT day in the two weeks following birth.

Redundancies During Maternity Leave

In the event that your role is affected by a redundancy situation during your maternity leave, we will write to inform you of any proposals and will invite you to a meeting before any final decision is reached as to your continued employment.

If it is not practicable, by reason of redundancy, for you to return to employment or if your position becomes redundant during your maternity leave, you will be entitled to be offered any available alternative position with the Company or an associated company which is both suitable and appropriate for you to do in the circumstances. This new contract will provide for your place of employment and terms and conditions which are not substantially less favourable than those which would have applied to you, had you returned to the position you previously held.

Preparing for your Return to Work

Separate to KIT days we will contact you to arrange an informal meeting prior to your return to work to discuss your future plans, any adjustments you may need to facilitate your return, and any additional training or support you may require.

Expected Return to Work



Your expected return to work date

Once you have received in writing your Intended Start Date, we shall write to you within 28 days to inform you of your Expected Return Date.

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

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

What if you want to return earlier?

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

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

What if you want to return later?

We appreciate changing circumstances may mean you wish to return later than the Expected Return Date.

If this occurs you may request unpaid parental leave or request paid annual leave. It is helpful if you give us as much notice as possible.

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

Any other case of late return will be treated as unauthorised absence.

Deciding not to return

If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible.

If you decide not to return you should give notice of resignation in accordance with your terms of employment. You can do this at any time but please be aware that the amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement. If you do tender your resignation and are receiving SMP, continuing payments are not affected.

Your rights upon return to work

On returning to work after OML you are normally entitled to return to the same job as you held before commencing your maternity leave. Your terms and conditions shall be the same as they would have been had you not been absent.

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

What happens if you want to return to work part-time?

We will deal with any requests to change your working pattern after maternity leave on a case-by-case basis.



All requests will be considered fully and fairly and where possible we will try to accommodate your request for a changed working pattern. It is important that you are aware there is no absolute right to insist on working part-time, but you do have a statutory right to *request* flexible working.

It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our Flexible Working Procedure.

P4-2 Paternity Procedure

The Employment Act 2002 introduced a new right for fathers (and other partners) to take one or two weeks' paid paternity leave on the birth or adoption of a child.

When your partner gives birth, you may be entitled to paternity leave and paternity pay so that you can help look after your new arrival.

You will not be discriminated against or subjected to a detriment for taking leave in accordance with this Procedure. This Procedure does not form any part of your contract of employment and it may be amended at any time.

Responsibility

The company has responsibility for ensuring the fair, consistent and effective application of this Procedure and compliance with the relevant statutory framework.

All employees have a responsibility to ensure the fair, consistent and effective application of this Procedure and to support colleagues in ensuring its success. You must be aware that failure to do so may result in disciplinary action.

Am I entitled to Paternity Leave?

To qualify for Ordinary Paternity Leave (OPL) you must have been with your employer for at least 26 weeks by either:

- the end of the 15th week before the start of the week when the baby is due; or
- the end of the week that you are told you've been matched with your child for adoption.

You must also be the:

- child's biological father;
- child's mother's husband or partner (including same-sex relationships) child's adopter; or
- husband or partner (including same-sex relationships) of the child's adopter.

The leave must be for the purpose of caring for the child, or supporting the child's mother or co-adopter in caring for the child.

The period of leave must be taken as a period of either one week or two consecutive weeks, and not in instalments.

Additional Paternity Leave

Fathers have the right to take up to 26 weeks of Additional Paternity Leave (APL) which you can take from 20 weeks after the birth of your child, however it must end by your child's first birthday or one year after adoption.

There are specific grounds on which you can claim APL. You may only do so if your partner has returned to work and is no longer claiming:



- Statutory Maternity Leave (SML);
- Statutory Maternity Pay (SMP);
- Maternity Allowance; or
- Statutory Adoption Leave or Pay.

The period of leave must be taken as multiples of complete weeks and as one period for a minimum of two weeks and a maximum of 26 weeks.

Process

Notification for Ordinary Paternity Leave (OPL)

If you wish to take OPL you must provide your line manager with written notice by the end of the 15th week before the Expected Week of Childbirth (the week, starting on a Sunday, in which your spouse/partner's GP or midwife expects birth), or no more than seven days after you and/or your partner were notified of a child match, or as soon as you reasonably can, stating:

- the Expected Week of Childbirth or the Expected Placement Date (the date on which an adoption agency expects that it will place a child into your care);
- your preferred leave start date; and
- whether you intend to take one week or two weeks' leave.

Notification for Additional Paternity Leave (APL)

If you wish to take APL you must provide your line manager with the following at least eight weeks before the date you would like your leave to start:

1. A written "leave notice" stating:
2. the Expected Week of Childbirth or the date on which you were notified that you had been matched with the child;
3. the child's date of birth or the date on which the child was placed with you; and
4. the dates on which you would like your APL to start and finish.
5. A signed declaration confirming that:
6. you are either the child's father or the partner of the child's mother or that you have been matched for adoption with the child;
7. apart from the child's mother, you have or expect to have the main responsibility for the upbringing of the child or you are the partner of the child's co-adopter; and
8. you wish to take APL in order to care for the child.
9. A written declaration from the child's mother or the child's adopter stating:
10. their name, address and National Insurance number;
11. the date they intend to return to work;
12. their relationship with the child or that you are their partner;
13. that, to her knowledge, you are the only person exercising an entitlement to APL in respect of the child; and
14. that they consent to us processing the information they have provided.

Once your line manager has received the above we will endeavour to confirm your leave dates within 28 days of receipt of your notification.

Variation

If you wish to amend the start date of your OPL or APL you must notify your line manager at least 28 days before your original start date or as soon as possible. We will try our best to accommodate the change however if we are unable to we may require the leave to start on the date as previously notified.



Paternity Pay

If you take OPL in accordance with this Procedure, you will be entitled to ordinary statutory paternity pay (**OSPP**) if, during the Relevant Period (the eight-week period ending with the 15th week before the Expected Week of Childbirth or with the week in which you or your Partner were notified of the child match), your average weekly earnings are not less than the lower earnings limit set by the government.

If you take APL in accordance with this Procedure, you may be entitled to additional statutory paternity pay (**ASPP**). Whether and, if so, for how long you may be entitled to ASPP will depend on:

- Your average weekly earnings being not less than the lower earnings limit set by the government during the Relevant Period; and
- The child's mother or co-adopter returns to work with at least two weeks of their maternity allowance, maternity pay or adoption pay period remaining. Your entitlement to ASPP will equate to the number of weeks of unexpired maternity allowance, maternity pay or adoption pay that remained when the child's mother or co-adopter returned to work.

The prescribed rate of pay will be confirmed by your line manager.

Your Terms and conditions during OPL and APL

During your period of maternity leave (OPL and should you take APL also) you will be entitled to all terms and conditions, except for salary payments. These include benefits in kind such as life insurance and health insurance.

What about my annual leave?

During your OPL and APL you will continue to accrue annual leave at the same rate as detailed in your terms of employment and this Staff Handbook.

For all practical purposes, this accrued annual leave will be available for you to take once you return to work (or will be payable should you not return).

For annual leave accrued before you commence OPL you should make sure you have taken all of your holiday entitlement prior to OPL commencing.

You should discuss your holiday plans with your line manager in good time before stating your maternity leave and all holiday dates are subject to approval by your line manager.

Keeping in touch (KIT)

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

Keeping in touch days are days to keep you connected to work. You may request to work (including attending training) for up to ten days during APL without breaking your paternity leave.

Please be aware that if you only attend your assigned place of work for a couple of hours, for example, this still counts as one full KIT day. KIT days are paid at your normal rate of pay for the hours worked.

Keeping in touch days are optional and will arise out of mutual agreement.

Redundancies During Paternity Leave



In the event that your post is affected by a redundancy situation occurring during your paternity leave, we shall write to inform you of any proposals and invite you to a meeting before any final decision is reached as to your continued employment.

Please be advised that employees on paternity leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

Preparing for your Return to Work

Separate to KIT days we will contact you to arrange an informal meeting prior to your return to work to discuss your future plans, any adjustments you may need to facilitate your return, and any additional training or support you may require.

Expected Return to Work

Your expected return to work date

Once you have received in writing your Intended Start Date, we shall write to you within 28 days to inform you of your Expected Return Date.

If your start date has been changed we shall write to you within 28 days of the start of paternity leave with a revised Expected Return Date.

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

What if you want to return earlier?

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

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

What if you want to return later?

We appreciate changing circumstances may mean you wish to return later than the Expected Return Date.

If this occurs you may request unpaid parental leave or request paid annual leave. It is helpful if you give us as much notice as possible.

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

Any other case of late return will be treated as unauthorised absence.

Deciding not to return

If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible.

If you decide not to return you should give notice of resignation in accordance with your terms of employment. You can do this at any time but please be aware that the amount of paternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.



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

Your rights upon return to work

On returning to work after OPL you are normally entitled to return to the same job as you held before commencing your paternity leave. Your terms and conditions shall be the same as they would have been had you not been absent.

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

What happens if you want to return to work part-time?

We will deal with any requests to change your working pattern after paternity leave on a case-by-case basis.

All requests will be considered fully and fairly and where possible we will try to accommodate your request for a changed working pattern. It is important that you are aware there is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working.

It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our Flexible Working Procedure.

5 Capability and Performance

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

Appraisal

All members of staff are appraised annually. The procedure for appraisals is set out in our Appraisal Procedure. At the appraisal an Appraisal Form will be completed. All forms are available from the support team via support@ravenpayoll.co.uk.

Performance Management

The company has a performance management policy to ensure that targets are met in an effective manner and that all staff are supported and encouraged to meet their goals and contribute to the success of the company.

It is the company's policy to actively monitor the performance of all staff. Performance is monitored by supervision. It is the company's policy to ensure that concerns over performance are dealt with fairly and that steps are taken to give employees the opportunity to respond at a hearing before any formal action is taken. Your supervisor will be named in your employment contract.

This policy does not apply to cases involving genuine sickness absence, proposed redundancies or misconduct. In those cases reference should be made to the appropriate policy or procedure. This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.

Your supervisor should use informal discussions initially to (amongst other things):

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



Every member of staff is appraised annually. Additionally, informal appraisals take place whenever a supervisor feels that extra feedback would benefit the staff member. Informal appraisals do not have the same structure as a formal appraisal, however a written note should be made of the meeting. The company suggests that an informal appraisal takes place every six months for established members of staff, and every three months for members of staff who have been at the company less than a year.

If the staff member continues to underperform, a meeting will be held with their supervisor and your line manager, where they may be placed on a probationary period of three months. During this time they will receive extra support from the company to help their performance. A member of staff who consistently underperforms may have their employment terminated on performance grounds, subject to the notice period set out in their employment contract. A member of staff will not normally be dismissed for performance reasons without previous warnings being issued before.

The policy is reviewed annually by the company, who is responsible for this policy and verifies its effective operation across the company.

6 Illness and Absence

This policy sets out our procedures for reporting sickness absence and for the management of sickness absence in a fair and consistent way.

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

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

Please note that the Illness Absence Procedure applies to all staff.

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

P6-1 Illness Absence Procedure

What to do if you are sick and unable to work

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

1. You should contact the company as soon as possible and by no later than Before 10:00 AM on your first day of sickness.
2. You should contact your supervisor. You should telephone the company yourself unless the severity of your illness prevents this, in which case you must ask somebody else to contact your supervisor on your behalf.
3. You should explain the nature of your illness and when you expect to return to work.
4. You should keep in touch with the company on a daily basis throughout your period of absence unless your supervisor agrees to vary this requirement.
5. You should inform the company of any outstanding or urgent work that requires attention during your absence.
6. All absences of half a day or more must be reported to your supervisor by completing an Illness Absence Form which is available from your line manager. This must be completed on return to work. You must do this as the company is required by law to keep records of all employees' sickness absence in order to fulfill its obligations regarding Statutory Sick Pay.
7. If you fail to report sickness absence or provide certificates according to the sickness absence procedures, the company may withhold Statutory Sick Pay.

The company reserves the right to request a medical examination at any time and further medical evidence.



What to do if you are sick for more than five working days

1. You must obtain a doctor's medical certificate (a "Statement of Fitness for Work") or, if you are in hospital, a hospital certificate and send this to your line manager with a completed Illness Absence Form.
2. You should continue to keep your supervisor informed of your progress and send in medical certificates throughout your absence. A further medical certificate is required immediately when the previous certificate expires.

Returning to Work

1. For absences longer than three consecutive days or where an employee has had five cumulative instances of absence within a rolling 12-month period, a return to work meeting with your supervisor will take place.
2. A return-to-work interview enables us to confirm the details of your absence. It also gives you the opportunity to raise any concerns or questions you may have, and to bring any relevant matters to our attention.
3. Where your doctor has provided a certificate stating that you "may be fit for work" we will usually hold a return-to-work interview to discuss any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice.
4. We are committed to helping members of staff return to work from long-term sickness absence. As part of our sickness absence meetings procedure we will, where appropriate and possible, support returns to work by:
 - Obtaining medical advice;
 - Making reasonable adjustments to the workplace, working practices and working hours;
 - Considering redeployment; and/or
 - Agreeing a return to work programme with everyone affected

5. Staff who are on a phased return to work programme should continue to complete an Illness Absence Form for the days in the week they are not working.

These periods will be recorded against your remaining allowance.

Supervisor Responsibilities

It is a supervisor's responsibility to:

- ensure absence relating to the staff you supervise is accurately recorded and reported to your line manager;
- ensure that medical certificates are provided as required; and
- notify your line manager if a member of staff's level of sickness gives cause for concern.

Doctor, Dentist and Hospital Appointments

These should be arranged outside office hours, however if this is impossible they should be at the beginning or end of the day. If an appointment means an absence of half a day or more, it should be recorded as an illness absence using an Illness Absence Form.

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

Statutory Sick Pay

You are entitled to Statutory Sick Pay (SSP) in accordance with current legislation after having worked for the company for 3 months and if you have complied with this procedure. Qualifying days for SSP purposes are Monday to Friday.



The SSP scheme is operated by the company and you are required to cooperate to maintain the necessary records. For the first four days of sickness absence during any calendar year (calculated cumulatively) you are entitled to normal remuneration. You must be off work for four or more days in a row (including non-working days). Thereafter you are entitled to SSP at the prevailing rate, or any other benefit you might be entitled to (such as Social Security Sickness Benefit). Any variation from this is at the discretion of your line manager.

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

Disability

We are aware that sickness absence may result from a disability. Particular consideration will be given to whether there are reasonable adjustments that could be made or other aspects of working arrangements that will support you at work and/or assist your return to work.

If you consider that you are affected by a disability or any medical condition which affects your ability to undertake your work, you should inform your supervisor.

Additional Sick Pay

1. If you are absent from work due to sickness or injury and comply with all our requirements including those above regarding notification of absence you will be paid Statutory Sick Pay in accordance with the provisions of the Social Security Contributions and Benefits Act 1994.
2. The company operates a sick pay scheme and under that scheme you may be entitled to sick pay at our absolute discretion.
3. The company have the discretion to allow an increased paid sick leave if they feel it is appropriate on a case by case basis.
4. The amount payable is full salary.
5. The company will deduct from such remuneration any statutory sick pay or any social security or other benefits payable to you, including any sums payable under any Permanent Health Insurance that may apply. The company reserves the right to require you to be examined at any time by an independent doctor at our expense.
6. If your absence from work arises as a result of an accident or injury caused by the negligence or breach of duty of a third party and you pursue a claim against that third party, then you must include within that claim a claim for all sums paid to you by us during your absence. Immediately the sums paid by us to you during the absence are recovered then they must be reimbursed to us.
7. In situations of long-term sickness, the appropriate is able to review individual cases, and the rules set out above may be amended solely at his or her discretion.

What Happens If You are Sick While on Holiday

There are occasions when staff fall sick with holidays imminent or whilst on holiday and the company takes a sympathetic approach to this.

If you are absent from work and have a period of holiday booked, you may telephone your supervisor or your line manager at least 48 hours in advance of the holiday commencing and cancel it.

If you fall ill when on holiday and are able to provide a GP's note, the company will credit the days (as confirmed by the note) back to your holiday entitlement.



For Example:

- You leave work on a Friday and have the next full week off as planned holiday. On the Wednesday of your holiday you fall ill and visit your GP. Your GP gives you a note confirming your illness and signs you off for the next 3 days i.e. the Wednesday, Thursday and Friday. Upon your return to work the following Monday you should give your GP's note to the Human Resources Manager who would then credit your annual entitlement with 3 days. You are not entitled to 'tag' the three days annual leave to the end of this sickness period i.e. you cannot telephone us to say 'I'm signed off for 3 days and will take those 3 days holiday immediately after, when I am better'. We would expect to see you back at work as planned (unless you were further signed off by your GP).

Compassionate and Other Absence

Compassionate Absence

In certain circumstances, such as bereavement, additional leave can be given on compassionate grounds, if approved by your line manager.

The rules do not require us to pay wages or salary during the time off but should you need to take time off you will be paid in full for the 1st day only. If, on this day, you are unable to make arrangements or arrange cover and require more time off this will be unpaid. You will always have the option to take this additional approved time as unpaid leave OR as paid holiday from your holiday allowance.

Such absences must be notified to your supervisor as soon as practicable, following which the information will be passed to your line manager.

Absence for other reasons

These should be notified to your line manager who will discuss your time off and whether it qualifies as paid or unpaid leave. You should give as much notice as possible so that the company can arrange for your work to be covered.

UNAUTHORISED ABSENCE

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

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

If you do not report for work and have not telephoned your supervisor or your line manager to explain the reason for your absence, the company will try to contact you, by telephone and in writing if necessary. This should not be treated as a substitute for reporting sickness absence.

7 Anti-Bribery and Corruption

The Bribery Act 2010 came into force on 8 April 2010. The Ministry of Justice's guide to the Bribery Act and how it affects commercial organisations and those working for commercial organisations which should read by all employees, which can be found [here](#).

The company complies with the Bribery Act by following the **Bribery Act Procedure**.

The Director is responsible for ensuring compliance with the Bribery Act and guidance should be sought in the first instance from them.

The Foreign Corrupt Practices Act 1977 is a US law which can apply to us as a company or you as an individual. You should be aware that the anti-bribery provisions of the Foreign Corrupt Practices Act 1977 applies to all US persons, some foreign issuers of securities, and, since 1998, foreign companies and persons who cause, directly or through agents, an act in furtherance of a corrupt payment to take place within the territory of the United



States. If you are involved in any way with US officials, the US jurisdiction or any US citizens or companies, you should read the [US Department of Justice Guidance on the FCPA](#).

P7-1 Bribery Act Procedure

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

Mission Statement

1. The company is committed to running a professional business free from discreditable behaviour of any kind and conducting all of its business in an honest and ethical manner. It is particularly committed to preventing bribery by persons associated with it.
2. The company will uphold all laws relevant to countering bribery and corruption in all the jurisdictions that we operate in. However, the company remains bound by UK laws, including the Bribery Act 2010, in respect of its conduct both at home and abroad.
3. In order to prevent the unwitting engagement in behaviour which might raise the suspicion of bribery and to prevent any associated person purporting to act on its behalf in a manner that brings suspicion on the practice and employees, the following measures have been adopted as appropriate and proportionate to the risks we face. They will be enforced by their dissemination, regular training and disciplinary measures. Any resources that are required to implement any compliance measures will be made available.

What is Bribery and Corruption?

- **Bribery** is offering, promising, giving or accepting any financial or other advantage, to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly, or where the recipient would act improperly by accepting the advantage. An advantage includes money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or anything else of value.
- **Corruption** is the abuse of entrusted power or position for private gain.

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

- give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- give or accept a gift or hospitality during any commercial negotiations or tender process, if this could be perceived as intended or likely to influence the outcome;
- accept a payment, gift or hospitality from a third party that you know or suspect is offered with the expectation that it we will provide a business advantage for them or anyone else in return;
- accept hospitality from a third party that is unduly lavish or extravagant under the circumstances.
- offer or accept a gift to or from government officials or representatives, or politicians or political parties, without the prior approval of your line manager;
- threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy; or
- engage in any other activity that might lead to a breach of this policy.

Management

1. The responsibility for compliance with the Bribery Act rests with the top level of management, who will exercise oversight, make assessments of risk, deal with decisions where potential for bribery exists, receive and investigate reports of bribery and supervise the measures put in place to prevent bribery.
2. The daily overall responsibility for the compliance with the Bribery Act and the implementation of the policy rests with the company. your line manager is to be consulted on any matter where the possibility of unlawful acts could arise.



3. It is a criminal offence to offer, promise, give, request or accept a bribe. Individuals found guilty can be punished by up to ten years' imprisonment and/or a fine. As an employer if we fail to prevent bribery we can face an unlimited fine, exclusion from tendering for public contracts, and damage to our reputation. We therefore take our legal responsibilities very seriously.
4. It shall be a condition of the contract of employment of all staff that they shall at all times observe the requirements of this policy.
5. This policy shall apply to all persons working for the company or on the company's behalf in any capacity.
6. The Director and staff shall report any attempt at bribery which comes to their attention, whether it consists of an approach by one of them, to one of them or an act done by an associated third party. In the first instance the report should be made to your line manager.
7. Under no circumstances should a person who reports a suspicion of bribery be subject to victimisation for making a bona fide report, whether or not the suspicion turns out to be justified.

Assessment of Risk

1. Staff are governed by a strict code of conduct and are chosen for their integrity as well as ability. As such the general assessment of the risk of committing an offence under the Act is very low.
2. In relation to occasions on which hospitality is offered or accepted by the Director or staff, issues may arise as to the line between a proper public relations exercise and intention to induce improper performance of a relevant function;
3. In relation to charitable and political donations, care should be exercised to avoid the suggestion of soliciting favours;
4. The assessment of the company's exposure to external and internal risks of bribery will be assessed annually and documented in the annual management report by the Director.

Hospitality

1. In relation to hospitality, promotional expenditure which seeks to improve the image of the company, to establish cordial and professional relationships and to maintain them and/or market our products and services, is not unlawful if it is reasonable and proportional.
2. In order to make an assessment of any particular hospitality event which is to be offered to a customer or prospective customer the Director will have to be supplied with information. This will include the cost and nature of the hospitality, the name and details of the person to be entertained and the purpose of the event. the Director is required to approve the event or can make suggestions for modifying it.
3. In the event that the Director or member of staff is invited to an event a similar procedure should be followed.
4. Promotional gifts of low value such as branded stationery to or from existing customers, suppliers and business partners will usually be acceptable.
5. Reimbursing a third party's expenses, or accepting an offer to reimburse our expenses (for example, the costs of attending a business meeting) would not usually amount to bribery. However, a payment in excess of genuine and reasonable business expenses (such as the cost of an extended hotel stay) is not acceptable.

Contracts with Customers



No fees over and above proper fees agreed in advance for work done may be accepted. No payment may be made to the customer for the award of a contract for services.

Subcontracting

In subcontracting work to agents no fee should be sought or accepted for awarding a contract to a subcontractor.

Third Parties

A third party should be engaged to act on behalf of the practice in a manner consistent with this policy. The terms of engagement should be written down and should refer to this policy.

Due diligence checks carried out on prospective contractors ought to include, where appropriate, an assessment of their ethical conduct.

Charitable and Political Donations

Donations of a charitable or political nature must be approved by a full meeting and be subject to a prior audit to ensure that there can be no suspicion that any advantage could be thought to accrue to the company or any of its the Directors or staff.

Communication

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

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

Any member of staff is able to approach the Director in absolute confidence in order to receive advice as to their conduct or to report a matter of concern.

Acceptance of Gifts

You may not, without the prior consent of your line manager, accept any gift and/or favour of substantial value from any client, business introducer or supplier or any prospective client, business introducer or supplier. Your supervisor will inform you of examples when gift giving is appropriate (e.g. chocolates, wine etc.).

All gifts must be noted in an internal register which will be maintained by the Director to report and record gifts.

Training

All staff employed by the company will be required to undergo regular training in the terms of the Bribery Act and the requirements described in this document. It shall be a term of the contracts of employment that such training should be undertaken.

Any member of staff is able to approach the Director in absolute confidence in order to receive advice as to their conduct or to report a matter of concern which relates to bribery.

Review and Amendments

The guidance issued under section 9 of the Bribery Act was carefully and wholly considered during the preparation of this procedure.



8 Whistleblowing

Purpose

We are committed to conducting the business of our company with honesty and integrity and we expect all personnel to maintain high standards. The Director must work with senior members of the company and encourage all personnel to report suspected wrongdoing as soon as possible as this may help avoid serious accidents, fraud, regulatory breaches or financial penalties.

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

What is Whistleblowing?

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

- criminal activity;
- miscarriages of justice;
- danger to health and safety;
- damage to the environment;
- failure to comply with any legal or professional obligation or regulatory requirements;
- bribery;
- financial fraud or mismanagement;
- negligence;
- breach of our internal policies and procedures;
- conduct likely to damage our reputation;
- unauthorised disclosure of confidential information; or
- the deliberate concealment of any of the above matters.

If you wish to report a wrongdoing please follow our procedure as set out in Whistleblowing Procedure.

P8-1 Whistleblowing Procedure

We are committed to conducting our business with honesty and integrity, and we expect all personnel of the company to maintain high standards. This Procedure attempts to prevent situations which conceal illegal or unethical conduct. If you have any concerns related to suspected wrongdoing you should report it under this Procedure.

The aim of this Procedure is to:

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

This Procedure applies to:

- All employees;
- Contractors and sub-contractors;
- Agency staff;
- Consultants; and
- Interns.



This Procedure should not be used for complaints relating to your own personal circumstances, such as the way you have been treated at work. In those cases you should use the company's **Grievance Procedure**.

If you have a concern relating to bribery, you should follow the company's **Anti-Bribery and Corruption Procedure** and report directly to the Director.

Responsible Personnel

The Director has overall responsibility for whistleblowing.

The Director must ensure that this procedure is publicised internally and all personnel of the company receive regular and appropriate training on its principles and operation. Appropriate technical and organisational methods should be adopted to ensure security of any personal data that has been disclosed during the investigation. Any personal data should be kept until the end of the investigation and/or subsequent legal or disciplinary proceedings.

Reporting

If you have any concerns during your employment that any whistleblowing issues have arisen then you should raise your concerns immediately with your line manager. You may tell them in person or put the matter in writing. The Director may be able to agree a way of resolving your concern quickly and effectively.

Any issues raised by you will be treated as confidential, and every effort will be made to keep your identity confidential. If it is necessary for anyone investigating your concern to know your identity, we will discuss this with you. We will investigate any matter raised as soon as possible, and, where possible, we will inform you of the outcome of the investigation and any proposed follow on action.

If you raise a concern in accordance with this policy, you will not be treated any differently or more detrimentally than any other colleague in any respect and you will not be victimised or penalised for raising your concern.

If we believe that this procedure has been invoked maliciously or with a view to personal gain, this may amount to misconduct and the matter may be dealt with in accordance with the company's **Disciplinary Procedure**.

External Authorities

Situations may arise which cannot be dealt with internally. In such circumstances, the company may need to involve external authorities and the company reserves the right to make such a referral without your consent.

As a primary method of whistleblowing, disclosures should be made internally to your supervisor and your line manager. In some cases you may feel that it is necessary to disclose your concerns to an external body (e.g. the FCA or the Health and Safety Executive). This should be considered as a last resort and you may only do so if:

- the matter to be disclosed is of an exceptionally serious nature;
- you will not make any personal gain from the disclosure;
- you are making the disclosure in good faith and in the reasonable belief that it is substantially true; and either
- you have exhausted the internal procedure and your legitimate concerns have not been addressed; or
- you have good reason to believe that you will suffer a detriment at the hands of the company if you follow the internal procedure.

Failure to follow this procedure before making an external referral may result in disciplinary action.

It is important to keep in mind that an external disclosure to the press is likely to lead to negative publicity for the company and damage staff morale. We strongly encourage you to seek advice before reporting a concern to anyone external.



The independent whistleblowing charity, Public Concern at Work, operates a confidential helpline. Their contact details are as follows:

Helpline: (020) 7404 6609

Email: whistle@pcaw.co.uk

Website: www.pcaw.co.uk

The FCA's dedicated whistleblowing telephone number is 020 7676 9200. Its email address is whistle@fca.gov.uk.

They can also be contacted via post at:

Authorisation Enquiries (ref PIDA) Financial Conduct Authority

25 The North Colonnade,

Canary Wharf,

London,

E14 5HS

Next Steps

Once you have raised a concern, your line manager will carry out an initial assessment to determine the scope of any investigation. You may be required to attend additional meetings in order to provide further information of the wrongdoing. You will be informed of the result upon conclusion of the assessment.

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

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

If you are not happy with the way that your concern has been handled you should raise this issue with the Director.

Protection and Support

Whistleblowers are protected by the [Public Interest Disclosure Act \(PIDA\) 1998](#).

If a whistleblower has raised a concern it is unlawful for any member of the company to subject that whistleblower to any detriment. Detrimental treatment includes threats, disciplinary action, loss of work or pay, damage to career prospects, and any other unfavourable treatment. If you believe you have suffered any such treatment you should inform the Director immediately. Victimisation of a whistleblower may lead to disciplinary action.

If member of staff is dismissed or made redundant on the grounds of making a protected disclosure, then that dismissal will be automatically unfair and the whistleblower may be awarded substantial damages.



9 Harassment and Bullying

Harassment

Harassment involves unwanted conduct which violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment for that individual. It can arise from a single event or a sequence of events. Harassment also includes treating an individual less favourably because they have submitted or refused to submit to such behaviour.

Unlawful harassment may involve conduct of a sexual nature or it may be related to any of the grounds defined in the Forms of Discrimination.

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

Bullying

Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power (authority or personal strength) that can make a person feel vulnerable, upset, humiliated, undermined or threatened. It can be physical, verbal and non-verbal conduct.

Please refer to our Anti-Harassment and Bullying Procedure for more information.

P9-1 Anti-Harassment and Bullying Procedure

We are committed to providing a working environment free from harassment and bullying by encouraging all staff to be treated, and treat others, with dignity and respect.

This procedure covers all employees, directors, managers, interns, clients, customers, consultants and suppliers. It does not form any part of your employment contract and content may be amended at any time.

Harassment

Harassment may include:

- unwanted physical conduct or misbehaviour, including touching, pinching, pushing and grabbing; continued suggestions for social activity after it has been made clear that such suggestions are unreciprocated;
- sending or displaying material that is pornographic or of an offensive nature (including emails, text messages, video clips, images and social media content);
- unwelcome sexual advances or suggestive behaviour;
- racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical comments about a particular ethnic or religious group or gender which targets you or makes you creates an uncomfortable environment; and/or
- reveal or threaten to reveal someone as gay or lesbian; or mocking, mimicking or belittling an individual's disability.

Bullying

Bullying may include:

- physical or psychological threats;
- overbearing and intimidating levels of supervision; or
- inappropriate derogatory comments about an individual's performance.

Process For Victims of Harassment and Bullying



Step 1: Approach the Individual or your supervisor

If you are being harassed or bullied and you feel comfortable to approach the person culpable of the harassing and bullying, you should explain to them that their conduct is not welcome and you feel uncomfortable. You should also report this to your supervisor.

If you do not want to approach the individual directly or if you are unsure of the individual's likely reaction, you should contact your supervisor who will provide confidential advice and agree the next steps to be taken.

Step 2: Raise a formal complaint

If Step 1 has not put a stop to the harassment or bullying then you should raise a formal complaint under the **Grievance Procedure** with your line manager. You should put the complaint in writing with full details of the conduct in question, the name of the harasser or bully, the dates of incidents, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring. Your complaint will remain confidential.

Step 3: Formal Investigation

We will decide how to progress with the matter in a timely and confidential matter. The matter will be pursued independently. The investigation will be conducted by the management team with appropriate experience and who is capable of being impartial and objective and respects the rights of all parties involved.

A meeting will be arranged within one week of receiving your complaint to discuss the events. You have the right to be accompanied by a colleague or a trade union representative. The investigator will arrange further meetings with you as appropriate throughout the investigation.

If your complaint concerns a fellow employee we may consider suspending them on full pay or making other temporary changes to working arrangements pending the outcome of the investigation. The investigator will also meet with the alleged harasser or bully to discuss their account of the events and they will be informed of the allegations against them.

If your complaint concerns someone other than an employee, we will consider what action is necessary to protect you and anyone involved pending the outcome of the investigation. Where appropriate, we will attempt to discuss the matter with the third party.

It may be necessary to interview witnesses to any of the incidents mentioned in your complaint.

At the end of the investigation, we will arrange a meeting with you, in order to discuss the outcome and what action, if any, should be taken.

Step 4: Following the Investigation

If we consider that harassment or bullying has occurred, action will be taken as necessary. The harasser will be dealt with under our **Disciplinary Procedure** if they are an employee, otherwise we will consider what action is appropriate.

Appeals

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

We will hold an appeal meeting, normally within one week of receiving your written appeal. This will be dealt with impartially by someone who has not had any prior involvement in the case.

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



Responsibility

the Director have overall responsibility for the effective operation of this procedure however all members of staff must observe it and action must be taken when behaviour falls below its requirements.

10 Discipline, Dismissal and Redundancy

Purpose and Scope

This procedure is designed to help and encourage all staff achieve and maintain standards of conduct, attendance and job performance. This procedure applies to all staff except agency workers or self-employed contractors. The aim is to ensure consistent and fair treatment for all staff in the company and the procedures will normally be adopted where a staff member's conduct falls below the standard required by the company.

Principles

- Informal action will be considered, where appropriate, to resolve problems.
- No disciplinary action will be taken against a staff member until the case has been fully investigated.
- For formal action the staff member will be advised 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 at a disciplinary meeting.
- Staff will be provided, where appropriate, with written copies of evidence and relevant witness statements in advance of a disciplinary meeting.
- At all stages of the procedure the staff member will have the right to be accompanied by a trade union representative, or work colleague.
- No staff member will be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will be dismissal without notice or payment in lieu of notice.
- A member of staff will have the right to appeal against any disciplinary action.
- The procedure may be implemented at any stage if the staff member's alleged misconduct warrants this.

P10-1 Disciplinary Procedure

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

The Procedure

Investigations

Before any disciplinary hearing is held, the matter will be investigated. Any meetings and discussions as part of an investigation are solely for the purpose of fact-finding and no disciplinary action will be taken without a disciplinary hearing.

In some cases of alleged misconduct, we may need to suspend you from work while we carry out the investigation or disciplinary procedure (or both). While suspended, you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless authorised to do so. Suspension is not considered to be disciplinary action.



The Hearing

We will give you written notice of the hearing, including sufficient information about the alleged misconduct or poor performance and its possible consequences to enable you to prepare. You will normally be given copies of relevant documents and witness statements.

You may be accompanied at the hearing by a trade union representative or a colleague, who will be allowed reasonable paid time off to act as your companion.

You should let us know as early as possible if there are any relevant witnesses you would like to attend the hearing or any documents or other evidence you wish to be considered.

We will inform you in writing of our decision, usually within one week of the hearing.

Disciplinary action and dismissal

The usual penalties for misconduct or poor performance are:

Stage 1: First written warning or improvement note. Where there are no other active written warnings or improvement notes on your disciplinary record, you will usually receive a first written warning or improvement note. It will usually remain active for six months.

Stage 2: Final written warning. In case of further misconduct or failure to improve where there is an active first written warning or improvement note on your record, you will usually receive a final written warning. This may also be used without a first written warning or improvement note for serious cases of misconduct or poor performance. The warning will usually remain active for 12 months.

Stage 3: Dismissal or other action. You may be dismissed for further misconduct or failure to improve where there is an active final written warning on your record, or for any act of gross misconduct. Examples of gross misconduct are given below. You may also be dismissed without a warning for any act of misconduct or unsatisfactory performance during your probationary period.

We may consider other sanctions short of dismissal, including demotion or redeployment to another role (where permitted by your contract), and/or extension of a final written warning with a further review period.

Gross misconduct

The following list provides some examples of matters which are normally regarded as gross misconduct:

- theft or fraud;
- physical violence or bullying;
- deliberate and serious damage to property;
- serious misuse of the company's property or name;
- deliberately accessing Internet sites containing pornographic, offensive or obscene material serious insubordination;
- unlawful discrimination or harassment bringing the company into serious disrepute;
- serious incapability at work brought on by alcohol or illegal drugs ;
- causing loss, damage or injury through serious negligence;
- a serious breach of health and safety rules ; and/or
- a serious breach of confidence.

This list is intended as a guide and is not exhaustive.

If you are accused of an act of gross misconduct, you may be suspended from work on full pay, normally for no more than five working days, while the alleged offence is investigated. Gross misconduct will usually result in summary dismissal without notice or payment in lieu of notice.



Appeals

A member of staff who wishes to appeal against a disciplinary decision must do so within five working days.

You should set out in detail in your appeal and why you believe the original disciplinary decision was incorrect or unjust. You should include any supporting evidence. Failure to lodge the appeal notice within the time period will be regarded as acceptance of the decision made in the disciplinary procedure and no further right of appeal will be available. You may bring a colleague or trade union representative with you to the appeal hearing.

The appeal hearing will, where possible, be held by someone other than the person who held the original hearing. That person's decision is final. We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. At the appeal any disciplinary penalty imposed will be reviewed.

P10-2 Redundancy Procedure

Before considering redundancy payments it is essential to first establish whether or not you are eligible to be entitled to the right to a redundancy payment. Eligibility is dependent on how long you have worked for us and whether or not there was a dismissal.

Staff must have completed the qualifying period before they can claim a redundancy payment. The qualifying period for unfair dismissal is two years' continuous service.

Calculating continuous employment

The period of continuity of employment will start on the first day of employment with your employer and end with the effective date of termination.

The period of continuity will be broken in the following situations:

- **Weeks that do not count:** continuous employment will be severed if a member of staff takes a break of a complete week ending with a Saturday that does not contribute towards continuity, unless one of the exceptions applies (e.g. illness, temporary cessation of work, absence by agreement, or TUPE transfer).
- **Illegality:** only work under a legal employment contract counts towards continuous employment. Any period of time will not be counted if you worked under an illegal contract.
- **Statutory redundancy payment:** receipt of a statutory redundancy payment will sever continuity for the purposes of future redundancy pay entitlement.

Is there a Dismissal?

For the purposes of entitlement to a statutory redundancy payment under Part XI of the Employment Rights Act 1996, an employee is dismissed by their employer if:

- The employer terminates their employment whether with or without notice;
- They are working under a limited-term contract which expires and is not renewed;
- The employer's conduct entitles the employee to resign with or without notice.

Is the Dismissal by Reason of Redundancy?

[Section 139 of ERA 1996](#) provides that:

An employee who is dismissed shall be taken to be dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to -

1. *the fact that his employer has ceased or intends to cease -*
2. *to carry on the business for the purposes of which the employee was employed by him, or*



3. *to carry on that business in the place where the employee was so employed, or*
4. *the fact that the requirements of that business -*
5. *for employees to carry out work of a particular kind, or*
6. *for employees to carry out work of a particular kind in the place where the employee was employed by the employer,*

have ceased or diminished or are expected to cease or diminish.

The definition above provides that redundancy occurs in three main situations:

1. **Job redundancy** - cessation of the employer's business;
2. **Place of work redundancy** - cessation or reduction in work at place of employment; and
3. **Employee redundancy** - reduction in requirement for employees to do work of a particular kind.

The presumption of an employee's redundancy will only apply if the employee submits a claim for a redundancy payment.

Offers of Re-Employment

If you unreasonably refuse an offer of suitable alternative employment you will lose your entitlement to a redundancy payment. [Section 141 of the ERA 1996](#) provides that you will not be entitled to a redundancy payment if:

1. his contract of employment is renewed, or he is re-engaged under a new contract of employment, in pursuance of the offer;
2. the provisions of the contract as renewed or new contract as to the capacity or place in which he is employed or the other terms and conditions of his employment differ (wholly or in part) from the corresponding provisions of the previous contract;
3. the employment is suitable in relation to him; and
4. during the trial period he unreasonably terminates the contract, or unreasonably gives notice to terminate it and it is in consequence terminated.

Offer Acceptance

If you decide to accept the offer of re-employment then you will be treated as though you had not been dismissed and your continuity of employment chain will not be broken.

Offer Rejection

If you decide to reject the offer of re-employment then your redundancy payment entitlement will be assessed on the basis of the suitability of the alternative offered and the reasonableness of your refusal.

Alternative Employment

The alternative employment must be suitable for the particular employee. In order to access suitability for the new job there will be a trial period of four calendar weeks of your work under the new contract. Both the employer and employee must not unreasonably terminate during the trial period.

Selection Criteria

The company will ensure that the process of identifying the categories of employees which are at risk of redundancy (the "Pool") and the selection procedure applied to the Pool are objective, non-discriminatory and capable of independent application.

Where measures to minimise or avoid redundancies are not sufficient, the company will develop and apply to the Pool fair and non-discriminatory selection criteria.



The selection criteria will vary depending on circumstances, but the following factors may be considered:

- Aptitude for the work;
- Skills and experience;
- Standard of performance (based on objective supporting evidence);
- Attendance and disciplinary record;
- Flexibility / adaptability;
- Length of service.

The selection criteria will be applied by the Director.

Once the selection criteria have been applied to the Pool and provisional selections for redundancy have been made, the company will notify those employees provisionally selected in writing within two working days that they are “at risk”. “At risk” employees will be individually consulted in line with the Consultation Procedure.

Redeployment

The company is committed to redeployment as a means of avoiding redundancy, where practicable.

Where the company is of the opinion that a suitable alternative position is available, an unconditional offer will be made to the employee, in writing, before the employee’s current employment contract is terminated (“Alternative Work Offer”).

Whether the company considers an alternative position suitable will depend on a number of factors, most commonly:

- Pay;
- Job status;
- Location;
- Working hours; and
- Working environment.

The Alternative Work Offer will set out how the position offered differs from the employee’s old position and when it is proposed that the employee is to commence the new position.

The new position must commence immediately after the end of the old position or within 4 weeks.

All employees redeployed into a new position are entitled to a 4 week trial period in order to determine the suitability of the work. If the employee remains in the new position after the 4 week trial period, he or she will be deemed to have accepted the Alternative Work Offer.

If it is agreed that the new position is not suitable, either during or at the end of the trial period, the employee will be regarded as having been made redundant and will be able to claim any redundancy payment to which they would have been entitled before the attempted redeployment.

If the employee unreasonably refuses suitable alternative work he or she will lose any entitlement to a redundancy payment.

Dismissal Procedure

Following selection and consultation, and where it is determined that there is no practicable alternative, any employee or employees who have been selected for redundancy will be notified by the company in writing (the “Redundancy Notice”).

The Redundancy Notice will:



- State that the employee is to be made redundant;
- State the circumstances which have led to the employee being selected for redundancy;
- Specify the date on which employment will cease (subject to the minimum notice period);
- Specify whether the employee is to receive a redundancy payment, and if so how it will be calculated;
- Detail any additional payments due to the employee (e.g. in respect of unused holiday allowance); and
- State that the employee has the right to appeal, with details of who the appeal should be addressed to.

Individual notice periods to which employees are entitled may run concurrently with the statutory minimum consultation period, where applicable.

Appeals

Employees have the right to appeal against being selected for redundancy or redeployment. Should an employee wish to appeal they must notify the Company in writing within five working days of receipt of the Redundancy Notice, setting out the main reasons for their appeal (the “Appeal Request”).

The Appeal Request should be addressed to the person named for the purpose in the Redundancy Notice.

The appeal will be heard within ten working days of the company receiving the Appeal Request by the Director who will act impartially in all the circumstances.

The employee is entitled to be accompanied to the appeal meeting by a colleague or trade union representative.

The company will communicate the outcome of the appeal to the employee in writing as soon as reasonable practicable after the appeal is held, and usually within ten working days. The appeal decision is final.

For the avoidance of doubt:

- The contractual notice period will continue to run during the appeal process from the date that the employee receives the Redundancy Notice.
- If the appeal is unsuccessful, employment will terminate on the date originally specified in the Redundancy Notice.

Redundancy Payments

Any employee who is dismissed through redundancy and who has completed a minimum of two year’s continuous service for the company will be entitled to a redundancy payment. The company will normally pay Statutory Redundancy Pay (“SRP”).

SRP is calculated according to:

- Length of continuous service;
- Age during the period of continuous service; and
- Weekly pay, up to the maximum statutory limit.

The Employment Rights Act 1996 provides that an employee who is made redundant will receive:

- Half a week’s pay for each year worked before their 22nd birthday; plus
- One week’s pay for each year worked between their 22nd and 41st birthday; plus
- One and a half week’s pay for each year worked after their 41st birthday.

When calculating redundancy pay, only the most recent 20 years’ of continuous service is taken into account



11 Grievance

Grievances are concerns, problems or complaints that are raised by staff. Most grievances can be resolved quickly and effectively with your supervisor, however if this does not resolve the problem then you should initiate the formal procedure set out in our **Grievance Procedure**.

Issues that could cause grievances may include:

- terms and conditions of employment;
- discrimination;
- health and safety;
- harassment and bullying;
- new working practices;
- work relations;
- working environment; and
- organisational change.

P11-1 Grievance Procedure

The Procedure

Informal Procedure

Grievances can usually be resolved informally and quickly and often a quiet word is all that is needed. You should aim to settle grievances with your supervisor, and in some instances a mediator or independent third party may be involved to help resolve the issue.

Formal Procedure

If the matter is unable to be resolved informally then the grievance procedure should continue to be followed.

Stage 1: Put the grievance in writing

You should raise the problem formally with your supervisor in writing. If your grievance is related to your supervisor you may submit your grievance to your line manager. You should include all relevant facts, names of individuals involved, dates and details of witnesses in your complaint.

Stage 2: Await company's response

Upon receipt of your grievance the company will:

- confirm the receipt of your grievance in writing;
- arrange a meeting to discuss your grievance. Your manager (or your line manager) will call a meeting normally within five days. You have the right to be accompanied to the meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion. Issues should be dealt with promptly and neither party should unreasonably delay the meeting. If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time. You will have the opportunity to explain the grievance and discuss how you think it should be resolved;
- carry out necessary investigations to determine the facts of the issue. The amount of any investigation required will depend on the nature of the grievance and will vary from case to case. We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened;
- inform you of the outcome of investigations, set out what action the company intends to take to resolve the grievance, and give you an opportunity to respond before any action is decided; and



- decide action as appropriate. What action is reasonable or justified will depend on all the circumstances of the case. Decisions will be communicated to you in writing without unreasonable delay usually within one week of the last grievance meeting. We will inform you of your right to appeal.

Please note that no disciplinary action will be taken against any employee until the matter has been fully investigated.

Appeals

If you are not satisfied with the outcome of your case then you are entitled to appeal within one week of notification of our decision. You should inform your line manager of the grounds of your appeal in writing and within one week of the date on which the decision was sent or given to you. We will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially by a senior manager who has not previously been involved in the case. You will have a right to bring a companion.

We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.

Mediation

Mediation should be considered at any stage of a dispute and be used as a way of handling grievances impartially and effectively. Mediation is a voluntary process whereby a mediator can help resolve grievance issues. The grievance procedure may be suspended at any time by agreement of the parties if mediation is deemed to be an appropriate method of solving the grievance.

Records

Records relating to grievance matters may involve a considerable amount of personal information including the initial complaint, the investigation and witness statements, meeting notes, letters of decision and the appeal.

It is important that grievance records are retained so that employers can produce evidence of the grievance action to demonstrate their validity and fairness. Written grievances will be placed on your personnel file in accordance with our **Data Protection Policy**. Records must include the various stages of the procedure, such as the nature of the grievance, the case outcome and action taken, whether an appeal was lodged and its outcome, and any other substantial developments.

All records will be treated as confidential.

Responsibility

The Director has overall responsibility for this procedure and must review its effectiveness throughout the company on annual basis.

12 Data Protection

Introduction

We are committed to protecting the rights and freedoms of data subjects and safely and securely processing their data in accordance with all of our legal obligations.

We hold personal data about our employees, clients, suppliers and other individuals for a variety of business purposes.

This policy sets out how we seek to protect personal data and ensure that our staff understand the rules governing their use of the personal data to which they have access in the course of their work. In particular, this



policy requires staff to ensure that the Director who is or designated Data Protection Officer (DPO) be consulted before any significant new data processing activity is initiated to ensure that relevant compliance steps are addressed.

Definitions used in this Policy

Business purposes: The purposes for which personal data may be used by us: Personnel, administrative, financial, regulatory, payroll and business development purposes. Business purposes include the following:

- Compliance with our legal, regulatory and corporate governance obligations and good practice
- Gathering information as part of investigations by regulatory bodies or in connection with legal proceedings or requests
- Ensuring business policies are adhered to (such as policies covering email and internet use)
- Operational reasons, such as recording transactions, training and quality control, ensuring the confidentiality of commercially sensitive information, security vetting, credit scoring and checking
- Investigating complaints
- Checking references, ensuring safe working practices, monitoring and managing staff access to systems and facilities and staff absences, administration and assessments
- Monitoring staff conduct, disciplinary matters
- Marketing our business
- Improving services

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

Personal data we gather may include: individuals' phone number, email address, educational background, financial and pay details, details of certificates and diplomas, education and skills, marital status, nationality, job title, and CV.

Special categories of personal data: Special categories of data include information about an individual's racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership (or non-membership), physical or mental health or condition, criminal offences, or related proceedings, and genetic and biometric information –any use of special categories of personal data should be strictly controlled in accordance with this policy.

Data controller: The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by law.

Data processor: A natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

Processing: Any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Supervisory authority: This is the national body responsible for data protection. The supervisory authority for our company is the Information Commissioners Office.

Scope

This policy applies to all staff, who must be familiar with this policy and comply with its terms.



This policy supplements our other policies relating to internet and email use. We may supplement or amend this policy by additional policies and guidelines from time to time.

Who is responsible for this policy?

As our data protection officer (DPO), the Director has overall responsibility for the day-to-day implementation of this policy. You should contact the DPO for further information about this policy if necessary.

info@ravenpayroll.co.uk.

The principles

We will make every effort possible in everything we do to comply with the principles of the EU General Data Protection Regulations. The Principles are:

1. Lawful, fair and transparent

Data collection must be fair, for a legal purpose and we must be open and transparent as to how the data will be used.

2. Limited for its purpose

Data can only be collected for a specific purpose.

3. Data minimisation

Any data collected must be necessary and not excessive for its purpose.

4. Accurate

The data we hold must be accurate and kept up to date.

5. Retention

We cannot store data longer than necessary.

6. Integrity and confidentiality

The data we hold must be kept safe and secure.



Accountability and transparency

We must ensure accountability and transparency in all our use of personal data. We must show how we comply with each Principle. You are responsible for keeping a written record of how all the data processing activities you are responsible for comply with each of the Principles. This must be kept up to date and must be approved by the DPO.

To comply with data protection laws and the accountability and transparency Principle of GDPR, we must demonstrate compliance. You are responsible for understanding your particular responsibilities to ensure we meet the following data protection obligations:

- Fully implement all appropriate technical and organisational measures
- Maintain up to date and relevant documentation on all processing activities
- Conducting Data Protection Impact Assessments
- Implement measures to ensure privacy by design and default, including:
 - Data minimisation
 - Pseudonymisation
 - Transparency
 - Allowing individuals to monitor processing
 - Creating and improving security and enhanced privacy procedures on an ongoing basis

Our procedures

Fair and lawful processing

We must process personal data fairly and lawfully in accordance with individuals' rights under the first Principle. This generally means that we should not process personal data unless the individual whose details we are processing has consented to this happening.

If we cannot apply a lawful basis (explained below), our processing does not conform to the first principle and will be unlawful. Data subjects have the right to have any data unlawfully processed erased

Controlling vs. processing data

Our organisation is classified as a data controller and data processor. We must maintain our appropriate registration with the Information Commissioners Office in order to continue lawfully controlling and processing data.

As a data processor, we must comply with our contractual obligations and act only on the documented instructions of the data controller. If we at any point determine the purpose and means of processing out with the instructions of the controller, we shall be considered a data controller and therefore breach our contract with the controller and have the same liability as the controller. As a data processor, we must:

- Not use a sub-processor without written authorisation of the data controller
- Co-operate fully with the ICO or other supervisory authority
- Ensure the security of the processing



- Keep accurate records of processing activities
- Notify the controller of any personal data breaches

If you are in any doubt about how we handle data, contact the DPO for clarification.

Lawful basis for processing data

We must establish a lawful basis for processing data. Ensure that any data you are responsible for managing has a written lawful basis approved by the DPO. It is your responsibility to check the lawful basis for any data you are working with and ensure all of your actions comply the lawful basis. At least one of the following conditions must apply whenever we process personal data:

1. Consent

We hold recent, clear, explicit, and defined consent for the individual's data to be processed for a specific purpose.

2. Contract

The processing is necessary to fulfil or prepare a contract for the individual.

3. Legal obligation

We have a legal obligation to process the data (excluding a contract).

4. Vital interests

Processing the data is necessary to protect a person's life or in a medical situation.

5. Public function

Processing necessary to carry out a public function, a task of public interest or the function has a clear basis in law.

6. Legitimate interest

The processing is necessary for our legitimate interests. This condition does not apply if there is a good reason to protect the individual's personal data which overrides the legitimate interest.

Deciding which condition to rely on

If you are making an assessment of the lawful basis, you must first establish that the processing is necessary. This means the processing must be a targeted, appropriate way of achieving the stated purpose. You cannot rely on a lawful basis if you can reasonable achieve the same purpose by some other means.

Remember that more than one basis may apply, and you should rely on what will best fit the purpose, not what is easiest.

Consider the following factors and document your answers:

- What is the purpose for processing the data?
- Can it reasonably be done in a different way?
- Is there a choice as to whether or not to process the data?
- Who does the processing benefit?
- After selecting the lawful basis, is this the same as the lawful basis the data subject would expect?
- What is the impact of the processing on the individual?
- Are you in a position of power over them?



- Are they a vulnerable person?
- Would they be likely to object to the processing?
- Are you able to stop the processing at any time on request, and have you factored in how to do this?

Our commitment to the first Principle requires us to document this process and show that we have considered which lawful basis best applies to each processing purpose, and fully justify these decisions.

We must also ensure that individuals whose data is being processed by us are informed of the lawful basis for processing their data, as well as the intended purpose. This should occur via a privacy notice. This applies whether we have collected the data directly from the individual, or from another source.

If you are responsible for making an assessment of the lawful basis and implementing the privacy notice for the processing activity, you must have this approved by the DPO.

Special categories of personal data

What are special categories of personal data?

Previously known as sensitive personal data, this means data about an individual which is more sensitive, so requires more protection. This type of data could create more significant risks to a person's fundamental rights and freedoms, for example by putting them at risk of unlawful discrimination. The special categories include information about an individual's:

- race
- ethnic origin
- politics
- religion
- trade union membership
- genetics
- biometrics (where used for ID purposes)
- health
- sexual orientation

In most cases where we process special categories of personal data we will require the data subject's explicit consent to do this unless exceptional circumstances apply or we are required to do this by law (e.g. to comply with legal obligations to ensure health and safety at work). Any such consent will need to clearly identify what the relevant data is, why it is being processed and to whom it will be disclosed.

The condition for processing special categories of personal data must comply with the law. If we do not have a lawful basis for processing special categories of data that processing activity must cease.

Responsibilities

Our responsibilities

- Analysing and documenting the type of personal data we hold
- Checking procedures to ensure they cover all the rights of the individual
- Identify the lawful basis for processing data
- Ensuring consent procedures are lawful
- Implementing and reviewing procedures to detect, report and investigate personal data breaches
- Store data in safe and secure ways
- Assess the risk that could be posed to individual rights and freedoms should data be compromised

Your responsibilities



- Fully understand your data protection obligations
- Check that any data processing activities you are dealing with comply with our policy and are justified
- Do not use data in any unlawful way
- Do not store data incorrectly, be careless with it or otherwise cause us to breach data protection laws and our policies through your actions
- Comply with this policy at all times
- Raise any concerns, notify any breaches or errors, and report anything suspicious or contradictory to this policy or our legal obligations without delay

Responsibilities of the Data Protection Officer

- Keeping the board updated about data protection responsibilities, risks and issues
- Reviewing all data protection procedures and policies on a regular basis
- Arranging data protection training and advice for all staff members and those included in this policy
- Answering questions on data protection from staff, board members and other stakeholders
- Responding to individuals such as clients and employees who wish to know which data is being held on them by us
- Checking and approving with third parties that handle the company's data any contracts or agreement regarding data processing

Responsibilities of the IT Manager

- Ensure all systems, services, software and equipment meet acceptable security standards
- Checking and scanning security hardware and software regularly to ensure it is functioning properly
- Researching third-party services, such as cloud services the company is considering using to store or process data

Responsibilities of the Marketing Manager

- Approving data protection statements attached to emails and other marketing copy
- Addressing data protection queries from clients, target audiences or media outlets
- Coordinating with the DPO to ensure all marketing initiatives adhere to data protection laws and the company's Data Protection Policy

Accuracy and relevance

We will ensure that any personal data we process is accurate, adequate, relevant and not excessive, given the purpose for which it was obtained. We will not process personal data obtained for one purpose for any unconnected purpose unless the individual concerned has agreed to this or would otherwise reasonably expect this.

Individuals may ask that we correct inaccurate personal data relating to them. If you believe that information is inaccurate you should record the fact that the accuracy of the information is disputed and inform the DPO.

Data security

You must keep personal data secure against loss or misuse. Where other organisations process personal data as a service on our behalf, the DPO will establish what, if any, additional specific data security arrangements need to be implemented in contracts with those third party organisations.

Storing data securely

- In cases when data is stored on printed paper, it should be kept in a secure place where unauthorised personnel cannot access it
- Printed data should be shredded when it is no longer needed



- Data stored on a computer should be protected by strong passwords that are changed regularly. We encourage all staff to use a password manager to create and store their passwords.
- Data stored on CDs or memory sticks must be encrypted or password protected and locked away securely when they are not being used
- The DPO must approve any cloud used to store data
- Servers containing personal data must be kept in a secure location, away from general office space
- Data should be regularly backed up in line with the company's backup procedures
- Data should never be saved directly to mobile devices such as laptops, tablets or smartphones
- All servers containing sensitive data must be approved and protected by security software
- All possible technical measures must be put in place to keep data secure

Data retention

We must retain personal data for no longer than is necessary. What is necessary will depend on the circumstances of each case, taking into account the reasons that the personal data was obtained, but should be determined in a manner consistent with our data retention guidelines.

Transferring data internationally

There are restrictions on international transfers of personal data. You must not transfer personal data abroad, or anywhere else outside of normal rules and procedures without express permission from the DPO.

Rights of individuals

Individuals have rights to their data which we must respect and comply with to the best of our ability. We must ensure individuals can exercise their rights in the following ways:

1. Right to be informed

- Providing privacy notices which are concise, transparent, intelligible and easily accessible, free of charge, that are written in clear and plain language, particularly if aimed at children.
- Keeping a record of how we use personal data to demonstrate compliance with the need for accountability and transparency.

2. Right of access

- Enabling individuals to access their personal data and supplementary information
- Allowing individuals to be aware of and verify the lawfulness of the processing activities

3. Right to rectification

- We must rectify or amend the personal data of the individual if requested because it is inaccurate or incomplete.
- This must be done without delay, and no later than one month. This can be extended to two months with permission from the DPO.

4. Right to erasure

- We must delete or remove an individual's data if requested and there is no compelling reason for its continued processing.

5. Right to restrict processing

- We must comply with any request to restrict, block, or otherwise suppress the processing of personal data.
- We are permitted to store personal data if it has been restricted, but not process it further. We must retain enough data to ensure the right to restriction is respected in the future.



6. Right to data portability

- We must provide individuals with their data so that they can reuse it for their own purposes or across different services.
- We must provide it in a commonly used, machine-readable format, and send it directly to another controller if requested.

7. Right to object

- We must respect the right of an individual to object to data processing based on legitimate interest or the performance of a public interest task. We must respect the right of an individual to object to direct marketing, including profiling.
- We must respect the right of an individual to object to processing their data for scientific and historical research and statistics.

8. Rights in relation to automated decision making and profiling

- We must respect the rights of individuals in relation to automated decision making and profiling.
- Individuals retain their right to object to such automated processing, have the rationale explained to them, and request human intervention.

Privacy notices

When to supply a privacy notice

A privacy notice must be supplied at the time the data is obtained if obtained directly from the data subject. If the data is not obtained directly from the data subject, the privacy notice must be provided within a reasonable period of having obtained the data, which mean within one month.

If the data is being used to communicate with the individual, then the privacy notice must be supplied at the latest when the first communication takes place.

If disclosure to another recipient is envisaged, then the privacy notice must be supplied prior to the data being disclosed.

What to include in a privacy notice

Privacy notices must be concise, transparent, intelligible and easily accessible. They are provided free of charge and must be written in clear and plain language, particularly if aimed at children

The following information must be included in a privacy notice to all data subjects:

- Identification and contact information of the data controller and the data protection officer
- The purpose of processing the data and the lawful basis for doing so
- The right to withdraw consent at any time, if applicable
- The category of the personal data (only for data not obtained directly from the data subject)
- Any recipient or categories of recipients of the personal data
- Detailed information of any transfers to third countries and safeguards in place
- The retention period of the data or the criteria used to determine the retention period, including details for the data disposal after the retention period
- The right to lodge a complaint with the ICO, and internal complaint procedures
- The source of the personal data, and whether it came from publicly available sources (only for data not obtained directly from the data subject)
- Any existence of automated decision making, including profiling and information about how those decisions are made, their significances and consequences to the data subject



- Whether the provision of personal data is part of a statutory of contractual requirement or obligation and possible consequences for any failure to provide the data (only for data obtained directly from the data subject)

Subject Access Requests

What is a subject access request?

An individual has the right to receive confirmation that their data is being processed, access to their personal data and supplementary information which means the information which should be provided in a privacy notice.

How we deal with subject access requests

We must provide an individual with a copy of the information the request, free of charge. This must occur without delay, and within one month of receipt. We endeavour to provide data subjects access to their information in commonly used electronic formats, and where possible, provide direct access to the information through a remote accessed secure system.

If complying with the request is complex or numerous, the deadline can be extended by two months, but the individual must be informed within one month. You must obtain approval from the DPO before extending the deadline.

We can refuse to respond to certain requests, and can, in circumstances of the request being manifestly unfounded or excessive, charge a fee. If the request is for a large quantity of data, we can request the individual specify the information they are requesting. This can only be done with express permission from the DPO.

Once a subject access request has been made, you must not change or amend any of the data that has been requested. Doing so is a criminal offence.

Data portability requests

We must provide the data requested in a structured, commonly used and machine-readable format. This would normally be a CSV file, although other formats are acceptable. We must provide this data either to the individual who has requested it, or to the data controller they have requested it be sent to. This must be done free of charge and without delay, and no later than one month. This can be extended to two months for complex or numerous requests, but the individual must be informed of the extension within one month and you must receive express permission from the DPO first.

Right to erasure

What is the right to erasure?

Individuals have a right to have their data erased and for processing to cease in the following circumstances:

- Where the personal data is no longer necessary in relation to the purpose for which it was originally collected and / or processed
- Where consent is withdrawn
- Where the individual objects to processing and there is no overriding legitimate interest for continuing the processing
- The personal data was unlawfully processed or otherwise breached data protection laws
- To comply with a legal obligation
- The processing relates to a child
- How we deal with the right to erasure
- We can only refuse to comply with a right to erasure in the following circumstances:
 - To exercise the right of freedom of expression and information
 - To comply with a legal obligation for the performance of a public interest task or exercise of official authority



- For public health purposes in the public interest
- For archiving purposes in the public interest, scientific research, historical research or statistical purposes
- The exercise or defence of legal claims

If personal data that needs to be erased has been passed onto other parties or recipients, they must be contacted and informed of their obligation to erase the data. If the individual asks, we must inform them of those recipients.

The right to object

Individuals have the right to object to their data being used on grounds relating to their particular situation. We must cease processing unless:

- We have legitimate grounds for processing which override the interests, rights and freedoms of the individual.
- The processing relates to the establishment, exercise or defence of legal claims.

We must always inform the individual of their right to object at the first point of communication, i.e. in the privacy notice. We must offer a way for individuals to object online.



The right to restrict automated profiling or decision making

We may only carry out automated profiling or decision making that has a legal or similarly significant effect on an individual in the following circumstances:

- It is necessary for the entry into or performance of a contract.
- Based on the individual's explicit consent.
- Otherwise authorised by law.

In these circumstances, we must:

- Give individuals detailed information about the automated processing.
- Offer simple ways for them to request human intervention or challenge any decision about them.
- Carry out regular checks and user testing to ensure our systems are working as intended.

Third parties

Using third party controllers and processors

As a data controller and data processor

, we must have written contracts in place with any third party data controllers (and/or) data processors that we use. The contract must contain specific clauses which set out our and their liabilities, obligations and responsibilities.

Contracts

Our contracts must comply with the standards set out by the ICO and, where possible, follow the standard contractual clauses which are available. Our contracts with data controllers (and/or) data processors must set out the subject matter and duration of the processing, the nature and stated purpose of the processing activities, the types of personal data and categories of data subject, and the obligations and rights of the controller.

At a minimum, our contracts must include terms that specify:

- Acting only on written instructions
- Those involved in processing the data are subject to a duty of confidence
- Appropriate measures will be taken to ensure the security of the processing
- Sub-processors will only be engaged with the prior consent of the controller and under a written contract
- The controller will assist the processor in dealing with subject access requests and allowing data subjects to exercise their rights under GDPR
- The processor will assist the controller in meeting its GDPR obligations in relation to the security of processing, notification of data breaches and implementation of Data Protection Impact Assessments
- Delete or return all personal data at the end of the contract
- Submit to regular audits and inspections, and provide whatever information necessary for the controller and processor to meet their legal obligations.
- Nothing will be done by either the controller or processor to infringe on GDPR.

Criminal offence data

Criminal record checks



Any criminal record checks are justified by law. Criminal record checks cannot be undertaken based solely on the consent of the subject. We cannot keep a comprehensive register of criminal offence data. All data relating to criminal offences is considered to be a special category of personal data and must be treated as such. You must have approval from the DPO prior to carrying out a criminal record check.

Audits, monitoring and training

Data audits

Regular data audits to manage and mitigate risks will inform the data register. This contains information on what data is held, where it is stored, how it is used, who is responsible and any further regulations or retention timescales that may be relevant. You must conduct a regular data audit as defined by the DPO and normal procedures.

Monitoring

Everyone must observe this policy. The DPO has overall responsibility for this policy. You must notify the DPO of any breaches of this policy. You must comply with this policy fully and at all times.

Training

You will receive adequate training on provisions of data protection law specific for your role. You must complete all training as requested. If you move role or responsibilities, you are responsible for requesting new data protection training relevant to your new role or responsibilities.

If you require additional training on data protection matters, contact the DPO.

Reporting breaches

Any breach of this policy or of data protection laws must be reported as soon as practically possible. This means as soon as you have become aware of a breach. We have a legal obligation to report any data breaches to the Information Commissioners Office within 72 hours.

All members of staff have an obligation to report actual or potential data protection compliance failures. This allows us to:

- Investigate the failure and take remedial steps if necessary
- Maintain a register of compliance failures
- Notify the ICO of any compliance failures that are material either in their own right or as part of a pattern of failures

Any member of staff who fails to notify of a breach, or is found to have known or suspected a breach has occurred but has not followed the correct reporting procedures will be liable to disciplinary action.

Failure to comply

We take compliance with this policy very seriously. Failure to comply puts both you and the organisation at risk.

The importance of this policy means that failure to comply with any requirement may lead to disciplinary action under our procedures which may result in dismissal.

If you have any questions or concerns about anything in this policy, do not hesitate to contact the DPO.



Acceptance of these terms and conditions is outlined in an individual's contract of services and/or employment. The company also reserves the right to change and/or amend the content of this document without prior notice. It is the sole responsibility of the individual to ensure that they keep him/herself up to date with the content of this document and the changes within the business.

For any questions relating to this or any of the contents herewith, please contact our offices.

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Coronavirus Job Retention Scheme (CJRS) – 16 March 2020

Under the Coronavirus Job Retention Scheme (CJRS), the government will make a grant to UK employers to cover up to 80 per cent of the wages of employees whom they continue to pay but who would otherwise have been laid off as a result of the coronavirus (COVID-19) crisis.

In order to be eligible for support under the CJRS the employee needs to be registered with the company and received payroll on or before 19th March 2020. This is the set guidance given under the scheme and set by the UK Government.

Furloughed employees can be either UK or foreign nationals, including those on all categories of visa. They must have been employed on 19th March 2020 and on their employer's PAYE payroll on or before 19th March 2020. Furloughed employees can be on any type of employment contract. This includes:

- full-time employees;
- part-time employees;
- employees on flexible or zero-hour contracts

The scheme applies to "furloughed employees". This is not a legal term. It has been used to refer to staff whose employment is not terminated but who are on unpaid leave of absence from work. Please note that being put on "furlough" or made a "furloughed employee" is not a legal right and the company withholds the right to make candidates redundant and/or terminate employment if it deems fit.

Please note that this is a temporary scheme with limited guidance and until we the company have further guidance from the UK Government, we will not be making any decisions or agreeing to make any of our employees on assignment or under contract on furlough employment.

If you have any further questions relating to the above or wish to find any further information out regarding the CJRS please visit www.gov.uk/coronavirus.

For more information on our current COVID policy in line with Government Guidelines, please refer to [COVID Policy and Risk Assessment](#).