

Staff Handbook

Section 1

Employment Guidance

Holyhead Marine Services Ltd.

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1. Welcome to the Company

I want to welcome you on behalf of our team here at Holyhead Marine Services. We are delighted that you have decided to join us. On behalf of myself and the team, we would like to extend our warmest welcome and best wishes.

This handbook sets out our guidelines covering aspects of your employment, it supplements your contract which specifies your terms and conditions and provides advice on what you can expect from the company and how we would like you to interact with us and your colleagues. The handbook also contains key information relating to your health, safety & welfare provision, environmental management, and the actions needed to minimise our environmental impacts and prevent pollution. It also covers the quality assurance requirements our customer require. These provide a framework for your employment and help us to meet our customers expectations in the delivery of exceptional marine engineering services, and you are key to achieving this.

Best regards

Nick Colin York, Managing Director, Holyhead Marine Services Ltd.

2. Working Hours

Your normal hours of work are detailed in your Contract of Employment. It is your responsibility to ensure that you attend punctually for work and follow all timekeeping and absence procedures. In order to help us to maintain optimum service levels, you will be required to work additional hours from time to time. Further details are contained in your Contract of Employment.

If you have a need to leave work prior to your normal finishing time or to have time away during the normal working period, you must make contact with your Supervisor/Line Manager.

Please be aware that persistent lateness, unacceptable levels of absence and/or unauthorised absence are monitored, investigated and could result in action under the Disciplinary Procedure.

3. Attendance Logging

You are required to clock in when you arrive on site and to clock out when you leave.

Accurate use of the clocking machine is imperative for payroll and cost auditing purposes as well as being a requirement under the Working Time Regulations. Failure to do so could result in legal implications for the Company.

Failure to clock in/out could therefore have serious implications under the Disciplinary Procedure.

Clocking in or out on behalf of a colleague is strictly prohibited and would likely lead to robust action through the company's disciplinary procedure.

4. Lateness and how it affects pay

To encourage good time keeping the following penalties will apply for late attendance.

If an individual is late up to 3 minutes, three times in a rolling 10-day period, this will be dealt with through the company's disciplinary procedure.

Dispensation may be given to individuals who have communicated a possibility of being late prior to the event or in exceptional circumstances after the event. This is wholly at the discretion of management.

Employees will not be paid for time not spent on site.

5. Notice Boards

Notice boards, especially adjacent to the stores are there primarily for helping to update everyone on company focused general information and bulletins which have significance to the workforce. Please help to keep yourself updated especially on bulletins and safety notices. Remember these are official company provided communications and they must never be changed, defaced or tampered with.

6. Pay

The method of pay and payment intervals is set out in your Contract of Employment. An itemised pay statement will be issued to you at each pay period. If at any time you have any queries, you should raise them with the Accounts Department. Any change in your pay will be notified to you in writing.

7. Personal Details

At the commencement of your employment you will have provided us with various personal details. You should notify the Company immediately of any change, e.g. name, address, telephone number, next of kin, etc.

It is in your interest to notify us of any such changes. The Company will not be responsible for any issues arising out of your failure to notify changes in your personal details.

8. Processing of Personal Data

Data Protection legislation regulates the way in which certain data about yourself, both in paper and electronic form, is held and used. The following will give you some useful information in terms of the type of data that the Company keeps about you and the purposes for which this is kept. Throughout employment and for as long as is necessary after the termination of employment, the Company will need to process data about you for purposes connected with your employment, including your recruitment and termination of your employment.

Processing includes the collection, storage, retrieval, alteration, disclosure or destruction of data. The kind of data that the Company will process includes but is not limited to:

- Any references obtained during recruitment
- Details of terms of employment
- Payroll details

- Tax and national insurance information
- Details of job duties
- Details of health and sickness absence records
- Details of holiday records
- Information about performance
- Details of any disciplinary investigations and proceedings
- Training records
- Contact names and addresses
- Correspondence with the Company and other information that you have given the Company

The records used are consistent with the employment relationship between the Company and yourself and with the data protection principles. The data the Company holds will be for management and administrative use only, but the Company may from time to time, need to disclose some data it holds about you to relevant third parties (e.g. where legally obliged to do so by HMRC or if requested to do so by yourself for the purpose of giving a reference).

In some cases the Company may hold sensitive data, as defined by the legislation, about you. For example, this could be information about health, racial or ethnic origin, criminal convictions, trade union membership or political or religious beliefs. This information may be processed not only to meet the Company's legal responsibilities but, for example, for the purposes of personnel management and administration, suitability for employment and to comply with equal opportunity legislation. Since this information is considered sensitive, the processing of which may cause concern or distress, you will be asked to give express consent for this information to be processed, unless the Company has a specific legal requirement to process such data.

You may, within a period of 30 calendar days of your written request (known as a Subject Access Request under the data protection regulations) inspect and/or have a copy of information in your own personnel file and/or other specified personal data and, if necessary, require corrections should such records be faulty. If you wish to do so you must make a written request to your Line Manager.

9. Annual Leave

We encourage all employees to take their full contractual allowance to annual leave. The purpose of this policy is to set out how to agree absences with your manager and how the Company will deal with requests in a fair and consistent manner.

Company holiday year

The Company's holiday year runs from 1st February to 31st January.

Annual leave allowance

Your Annual Leave allowance is confirmed in your contract of employment.

During your first and last year of service your annual leave allowance will be reduced accordingly on a pro rata basis.

Booking annual leave

Annual Leave must be arranged in advance of the period of absence, with at least 7 days' notice. This gives the company time to ensure workloads can be properly covered during your absence.

You will need to obtain approval from your Manager or Supervisor, by completing a leave request form.

If you are off work without first obtaining approval it will be treated as an unauthorised absence.

The Company will make every effort to accommodate your request for holiday. To be fair to all employees, requests will be dealt with on a first come first served basis, and subject to the operational needs of the company.

Carrying over annual leave

For the purposes of maintaining a healthy work/life balance you should aim to take all your annual leave during the year in which it is earned therefore holiday's not taken by 31 January may not be carried forward to the following holiday year without the organisation's permission. Payment will not be made for holiday not taken.

10. Sickness absence and holidays

If you are sick during a period of approved holiday leave, any days covered by a medical certificate may be converted to sickness absence and your holiday entitlement credited for the affected days. Our Sickness Absence procedures will still apply and failure to comply with this procedure may result in you forfeiting the right to have your holiday reallocated to be taken at another time.

If you leave the organisation with holiday accrued but not taken you will be paid in your final salary a sum representing the number of days not taken. Any holiday taken in excess of your pro rata entitlement will be deducted from your final salary payment.

Scheduled Holiday

Over the Christmas period there is an agreed Company Shutdown and you must take, as part of your holiday entitlement, the period between Christmas and the New Year. You will be notified of the exact dates in advance.

Sickness Absence

Introduction

The company aims to secure the attendance of all employees throughout the working week. However, it recognises that a certain level of absence may be necessary due to sickness. It is the company's policy to offer security of employment during such periods, subject to

operational requirements and the conditions below. This procedure is designed to ensure that all such absences are dealt with fairly, supportively and consistently.

Notification of Sickness Absence and Certification

If an employee or worker is unable to attend work because of sickness, injury or incapacity, he or she must notify their Line Manager/Supervisor personally by telephone within 1 hour of his/her start time indicating if possible the expected length of absence. Notification by text or e-mail is not permitted.

For absences up to and including seven calendar days, employees will be required to complete a self-certification form and pass it to your Supervisor on the day that you return to work.

If the employee is still absent by the eighth consecutive day, including weekends, They must send a doctor's certificate or "fit note" to their line manager and continue to do so to cover all subsequent absence, until their return to work. The medical certificate(s) must be forwarded by post or handed to the Line manager without delay. Failure to follow this may result in pay deductions as you will effectively be absent without leave.

The employee should also keep in touch with their Line Manager/Supervisor regarding his or her progress and the likely return to work date on a regular or agreed frequency basis.

If the employee does not follow this procedure, they may be dealt with under the Company's disciplinary procedure. This could also result in the employee's statutory sick pay being withheld.

In some circumstances the Company may require the employee to provide medical certificates for all absences from work due to sickness, regardless of their duration. The Company would in these circumstances reimburse the employee fully for the cost of obtaining these certificates. Additionally, the Company reserve the right to ask for an independent medical opinion and/or seek consent to have the employee's medical records examined by an independent medical practitioner of the Company's choice. All costs incurred in seeking independent medical advice will be borne by the Company. Examples of such circumstances could include; a history of exceptional absenteeism, an appearance or disposition such that management are concerned that the employee may not be receiving adequate medical attention, or to support guidance on making reasonable adjustments to the job role where reasonable.

Return to Work

The employee will not be allowed to return to work until their GP deems that they are fit to return. Requests for temporary adjustments to the employee's working conditions e.g. working hours or duties of the job role, will be considered by the Company and will be accommodated wherever possible and if the Company's circumstances permit. If there have been extended periods of absence, the Company reserve the right to request that the

employee's fitness to return to work is confirmed by an independent medical practitioner of the Company's choice.

Regardless of the length of absence, employees/workers will have a return to work discussion/interview conducted by their supervisor, manager or safety manager in order to satisfy the Company as to the reasons for absence, check on the employee's fitness to return to work, ensure that all support the employee needs is agreed and put in place and to bring the employee up to date with any changes in their absence.

Sickness Records and Monitoring

Sickness absence will be monitored on a regular basis. All sickness records will be kept on file and will remain confidential.

Access to Medical Reports

In certain circumstances it may be necessary for the Company to obtain a Medical Report from your Doctor/Specialist/OH in order to establish:

- Reason for and likely duration of absence.
- When you will be able to return to work, and whether the problem will recur.
- What, if any, treatment is being prescribed.
- Whether you can carry out all the duties of the job.

This will enable the Company to plan workloads. It is in the interests of both yourself and the Company to establish, with the benefit of expert medical opinion, your ability to work. You have certain rights under the Access to Medical Reports Act 1988 including:

- Your Doctor/Specialist cannot submit the report to the Company without your consent. You may withhold consent to the report being sought or can request to see the report prior to it being forwarded to the Company.
- If you indicate that you wish to see the report in advance, the Company will inform you when the Doctor/Specialist has been written to, and the Doctor/Specialist will be notified that you wish to see the report. You then have 21 days to contact the Doctor/Specialist regarding arrangements to see the report.
- Should you indicate that you do not wish to see the report before the Company, you still have the right to write to the Doctor/Specialist, if the report has not been provided to the Company, and have 21 days to contact the Doctor/Specialist regarding arrangements to see the report.
- You have the right to ask the Doctor/Specialist for a copy of the report for up to 6 months after it has been supplied (there may be a charge for this).
- You may ask the Doctor/Specialist to amend any part of the report, which you consider to be incorrect or misleading. If the Doctor/Specialist is not in agreement, you may attach a statement of your views with the report. If the Doctor/Specialist thinks that you or others would be harmed by the report, or any part of the report, it can be withheld from you.

No decision will be made that could affect your employment without careful consideration of all the circumstances.

Where the Company wishes to obtain a medical report, you will be asked for your written consent. Should you withhold such consent; the Company will take a decision regarding your continuing employment without the benefit of medical opinion.

Sick Pay

SSP -When SSP is payable (Statutory Sick Pay)

SSP cannot be paid for the first 3 days of sickness. Therefore payment usually starts on the 4th day of absence, and continues for as long as you are absent, up to a maximum of 28 weeks in any one period of sickness. SSP is paid in exactly the same way as normal earnings.

When SSP is not payable

SSP is not payable in certain circumstances, the principal ones being:

- If your average weekly earnings are less than the figure set by the Government for the payment of National Insurance Contributions.
- For absence of less than 4 days.
- If you have failed to follow the sickness Notification Procedure.
- If your employment has terminated.
- Where Statutory Maternity Pay is being paid to you.
- For days on which you do not normally work (e.g. if you work Monday to Friday and not at weekends, SSP will normally apply to those 5 days only)
- If you are over 65 years of age or under the age of 16.
-

Contractual Sick Pay

Details of any contractual sick pay allowance is confirmed in your contract of employment.

On the fifth working days of sickness absence you may be entitled to contractual sick pay from the organisation at your normal rate of pay (any SSP payable will be offset against this amount) for a total of one week for every full year of service up to a maximum of 12 weeks. When your entitlement has been exhausted, no further payment will be made in the same or any subsequent year (with the exception of any entitlement you may have to SSP) until you have returned to work and worked for at least three months. Any additional sick pay paid to you will be paid only at the Employer's discretion.

After completing 12 months employment, you may be paid a further four paid sick days per year which at the employees request can be used during the first five unpaid days of a period of sickness absence.

Sick pay is subject to the usual deductions for PAYE, national insurance, pension contributions, etc.

Non-genuine absence

If you have been absent due to sickness and are found not to have been genuinely ill, you will be subject to action under the Disciplinary Procedure, which could include dismissal.

Any statement made by you or on your behalf or any document produced by you relating to your absence from work due to sickness or injury which the Employer reasonably believes to be untrue and/or misleading or to have been falsified will result in a formal investigation, which will lead to disciplinary action and possible summary dismissal.

You will forfeit your entitlement to contractual sick pay if:

- you refuse to attend a medical examination without reasonable explanation
- you fail to comply with the notification and certification requirements imposed by the Employer from time to time;
- you make or produce any misleading or untrue statement or document as provided above; or
- disciplinary proceedings are pending against you

This list is not exhaustive.

You agree to repay the Employer on request, such sums as you may receive by way of sick pay if you recover compensation and/or damages from any third party, including the Employer, as a consequence of your suffering illness and/or injury in respect of which sick pay was paid by the Employer. You further agree for the purposes of this clause to disclose immediately to the Employer all details relating to the payment of such compensation and/or damages.

11. Other Leave
Appointments

You are normally expected to ensure that appointments to visit the doctor, dentist, hospital, etc. are made in your own time and outside normal working hours. In the event that this is not reasonably practicable unpaid time off work will be permitted to attend such appointments provided that the appointment is substantiated with an appointment card and the timing of the appointment causes as little disruption as possible, e.g. at the beginning or end of the working day.

Bereavement leave

In the event of the death or funeral of a relative/immediate family, e.g. mother, father, child, sister, brother, partner/spouse, then the employee is entitled to up to five days paid compassionate leave with payment from the Company, following completion of an authorised leave form.

If the deceased is an indirect relation e.g. Grandparent, Mother/Farther In-Law, Uncle, Aunt or Grandchild The employee is entitled to 1 days paid compassionate leave for the funeral.

Family emergencies and time off for dependants

You are entitled to reasonable time off, normally without pay, for urgent incidents of real need involving a dependant, who is a member of your immediate family or someone who reasonably relies on you for help when they are ill or injured or for making arrangements for them to be cared for in the event of illness or injury.

The entitlement to time off in such circumstances is limited to what is reasonable for you to deal with the immediate problem and sort out any longer term arrangements.

If you are unable to attend work due to unforeseen family circumstances such as the death of a dependant, breakdown of childcare arrangements or illness of a dependant, you may be entitled to reasonable time off work.

Allocation of any time off under this clause is at the discretion of the company

Jury service

You are entitled to time off work to fulfil your obligations with regard to Jury Service. In the event of you being summoned to attend for Jury Service, you must notify your Line Manager immediately on receipt of the Jury Summons, giving details of the dates you are required to attend Court.

You may be requested to apply to the Court for your Jury Service to be either postponed or delayed if it is considered that your absence will cause substantial injury to the Company. A failure or refusal to make a request when requested may lead to action being taken under the Disciplinary and Dismissal Procedure.

If you are retained on Jury Service for a prolonged period, you have an obligation to notify the Company and must keep in regular contact throughout. You must return to normal working immediately following your release from Jury duties.

You are reminded to ensure that an expenses claim is submitted to the Court in accordance with the available allowances for travelling, subsistence and your financial loss. You are not entitled to payment for this time off, as you can claim allowances from the Court.

Public duties

You are entitled to reasonable time off during working hours to perform the duties associated with certain positions, such as Justices of the Peace, members of a local authority, statutory tribunal or police authority. You are not, however, entitled to payment for this time.

12. Pregnancy & Maternity Rights

Notifying your manager

You must tell your Manager that you're pregnant at least 15 weeks before the beginning of the week when your baby's due. If this isn't possible, for example because you didn't realise you were pregnant, you must tell your employer as soon as possible. You should also tell them when you want to start your maternity leave and receive Statutory Maternity Pay.

This will allow your Manager to plan around your maternity leave and carry out our legal obligations to you. This is particularly important if there are any health and safety issues. You cannot take paid time off for ante-natal appointments until you have told your employer you are pregnant.

You have certain statutory rights if you are pregnant. These are listed below, together with the conditions which must be met for you to be entitled to the rights. To obtain the benefit of each right, you must have complied with all of the conditions.

Ante-natal care

You are entitled to reasonable time off work with pay to attend for ante-natal care at appointments made on the advice of a registered medical practitioner, registered midwife or registered health worker. If requested, you must provide a certificate of pregnancy and an appointment card.

Statutory maternity pay (SMP)

Every pregnant employee regardless of length of service is entitled to one year's maternity leave comprising 26 weeks' Ordinary Maternity Leave (OML) and 26 weeks' Additional Maternity Leave (AML).

Statutory Maternity Pay is paid for a maximum of 39 consecutive weeks. To qualify for SMP, you must have been:

- Earning an average weekly earnings of not less than the figure set by the Government for the payment of National Insurance contributions.
- Be employed by the Company continuously (some breaks do not interrupt continuous employment) for at least 26 weeks into the 15th week before the week your baby is due.
- Still be pregnant at the 11th week before the expected week of confinement (EWC) or have given birth by that time.
- give at least 28 days' notice that you intend to stop work
- Provide medical evidence of the EWC.

For the first six weeks SMP is payable at the earnings related rate (equivalent to 90% of earnings) and for the remaining 33 weeks at the standard rate as set by the Government.

Ordinary maternity leave

If you stop work no earlier than the 11th week before the Expected Week of Confinement (EWC), and you meet the following conditions, you are entitled to 26 weeks' ordinary maternity leave. While on ordinary maternity leave all contractual benefits except for your pay will be maintained as if you were not absent. At the end of your maternity leave you are entitled to return to the job you were in before you went away. To comply, you must notify the Company (in writing if requested) by the 15th week before the EWC, unless that is not reasonably practicable, of the following:

- That you are pregnant.
- The EWC date.
- The date on which you intend your ordinary maternity leave to start.
- If requested, provide medical evidence of the EWC.

You are legally prohibited from working during the 2 weeks immediately after the birth, 4 weeks if you are a factory worker. This is known as the 'compulsory maternity leave period' and is considered part of the ordinary maternity leave period.

If you wish to return to work prior to the end of the ordinary maternity leave you must give at least 28 days' notice of your intended date of return.

Additional maternity leave

In addition to the right to ordinary maternity leave as above, you may have the right to additional time off and to return to your original job, unless the Company shows that it's not reasonably practical for them to take you back in your original job, for example if the role no longer exists. In this case, you would be offered an alternative job with terms and conditions as if you had not been absent. Providing all of the following conditions are met and it is reasonably practicable, you must:

- Have been continuously employed for at least 26 weeks by the beginning of the 14th week before the EWC.
- Be entitled to ordinary maternity leave.
- Return within a period of 26 weeks calculated from the day after the last day of ordinary maternity leave.

If you wish to return to work prior to the end of the additional maternity leave period you must give at least 28 days' notice of your intended date of return.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

The Company has the opportunity to exercise its right to 'Keep in Touch Days' up to a maximum of 10 days, at the discretion of the Company whether it chooses to pay the contractual rate of pay. The purpose of these days is to include the employee in times of training, change or to assist the employee prior to their return to work.

13. Paternity Leave/Pay

You will be entitled to statutory paternity leave if you:

- Are an employee, with an employment contract.
- Have been continuously employed for at least 26 weeks by the 15th week before the expected week when the baby is due, or by the end of the week in which you are notified of being matched with your child.
- Will be fully involved in the child's upbringing and are taking the time off to support the mother or care for the child.

You must also be either the:

- Biological father of the child.
- Mother's husband or partner.
- Child's adopter or the partner of the adopter.

If you meet the above requirements, you will be entitled to choose to take either two one week or two consecutive weeks paternity leave (not odd days).

You must also give notice of your intention to take the leave in or before the 15th week before the expected week of confinement (EWC), specifying the EWC, length of period you have chosen to take and the date you have chosen the leave to begin, and also take the leave within 56 days after the birth (or the date on which the child is placed for adoption) or if the child is born early, within a period from the actual date of birth up to 56 days after the first day of the expected week of birth.

To qualify for Statutory Paternity Pay (SPP) you must earn at least the lower earnings limit (LEL) for National Insurance Contributions. You will be paid for this leave at the standard SPP rate or 90% of your average weekly earnings if this is less.

Additional paternity leave

For a father to take APL, the mother must have ended her maternity leave. APL must be taken as one continuous period, must be for full weeks and for a period of between two and 26 weeks. APL may be taken at any time between 20 weeks after the date on which the child was born and the child's first birthday.

Unless the employer agrees to waive the notice requirements APL may not be taken until eight weeks after the date on which the father gives their employer the required notice. If the mother has not taken her full entitlement to statutory maternity pay when she returns to work, the outstanding amount transfers to the father.

14. Parental Leave

Employees must have completed one year's service with the Company to qualify. Parental leave is unpaid.

You are entitled to 18 weeks' leave for each child and adopted child, up to their 18th birthday. The limit on how much parental leave each parent can take in a year is 4 weeks for each child (unless the employer agrees otherwise). A 'week' equals the length of time an employee normally works over 7 days.

Leave must be taken in a minimum of one week blocks (except for where a child is disabled then leave may be taken as single days or multiples of 1 day) and is limited to a maximum of 4 weeks in any year for each child.

At least 21 days' notice must be provided and leave may be postponed apart from leave taken immediately after the birth or adoption, depending on the needs of the Company.

15. Shared Parental Leave

Shared parental leave (SPL) is available to parents with babies due on or after 5 April 2015 or due to be adopted on or after 5 April 2015. SPL allows eligible parents to choose how to share the care of their child in the first year of birth or adoption by enabling mothers to commit to ending their maternity or adoption leave and pay at a future date, and to share the outstanding balance of leave and pay as SPL and pay with their partner, or to return to work early from maternity leave and opt in to SPL and pay at a later date.

This policy applies to employees of the Company, whether they are the mother/adopter or the partner. The mother/adopter and the partner should each ensure that they are liaising with their own employer in respect of their requests for SPL.

SPL can only be used by the mother/adopter and the father of the child/spouse/civil partner or partner of the child's mother/adopter.

Employees seeking SPL must satisfy the following:

- Have been continually employed by the company for 26 weeks as at the end of the 15th week before the expected birth/matching date.
- The mother/adopter of the child must be/have been entitled to statutory maternity or adoption leave in respect of the child.
- The mother/adopter of the child must comply/have complied with the relevant maternity leave curtailment requirements (or have returned to work before the end of statutory maternity leave) and SPL notice and evidence requirements.
- The employee's partner must meet the 'employment and earnings test' and have been employed or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the expected week of childbirth and have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks.

Employees may be entitled to up to 50 weeks of SPL. The amount of shared parental leave to which an employee is entitled will depend on when the mother/adopter brings her maternity or adoption leave period to an end and the amount of leave that the other parent takes in respect of the child. The number of weeks available is calculated using the mother's/adopter's entitlement to maternity/adoption leave, which allows them to take up to 52 weeks' leave. If they reduce their maternity/adoption leave entitlement then they and/or their partner may opt-in to the SPL system and take any remaining weeks as SPL.

Shared parental leave must be taken in blocks of at least one week. The employee can ask to take shared parental leave in one continuous block (in which case the Company is required to accept the request, provided that the employee meets the eligibility and notice requirements), or as a number of discontinuous blocks of leave (in which case the employee needs the Company's agreement).

16. Adoption Leave/Pay

If you are adopting a child and you meet certain qualifying conditions you have the right to take 52 weeks' Statutory Adoption Leave. Statutory Adoption Pay is payable for up to 39 weeks at the standard Statutory Adoption Pay rate or 90% of your average weekly earnings if this is less.

Adoption Appointments

Eligible employees with 12 weeks' service are entitled to take time off to attend adoption appointments in the period between being notified of a match and the child being placed with the family for adoption:

- Single adopters are entitled to paid time off to attend up to 5 adoption appointments.
- In the case of joint adopters (i.e. a couple who have been jointly matched to adopt the child), one of the adopters will be entitled to paid time off for up to 5 adoption appointments. The other adopter will be entitled to unpaid time off for up to 2 adoption appointments.

Up to 6.5 hours is allowed for each appointment.

Ante-natal appointments - Partners

Expectant fathers/partners of a pregnant woman are entitled to take unpaid time off to accompany the partner to up to 2 ante-natal appointments. This also applies to those who will become parents through a surrogacy arrangement.

Time off is for the purpose of attending an ante-natal appointment with the expectant mother that has been made on the advice of a registered medical practitioner, nurse or midwife.

Time is capped at six and a half hours for each appointment. The Company is entitled to ask the employee for a declaration stating the date.

17. Flexible Working

All employees with 26 weeks service have the right to request flexible working. Should an employee wish to make a request for flexible working this should be made in writing and include:

- The date of their application.
- The change to working conditions they are seeking.
- When they would like the change to come into effect.
- What effect, if any, the change will have on the Company and how in their opinion it could be dealt with.
- A statement that this is a statutory request and if and when they have made a previous application for flexible working.

An employee can only make one statutory request in any 12 month period. Upon receiving a request for flexible working the Company will consider it and invite the employee to a meeting to discuss the application. The employee will have the right to be accompanied at the meeting. Following the meeting the employee will be informed of the Company's decision in writing.

All decision for flexible working will be made on business grounds. The employee will have the right to appeal the decision. Under the law your employer must seriously consider any application you make, and only reject it if there are good business reasons for doing so. You have the right to ask for flexible working - not the right to have it. Employees who do not have the legal right to request flexible working are; of course, free to ask their employer if they can work flexibly. The Company is willing to consider such requests.

18. Unpaid Time Off

If unpaid time is necessary for a reason outside your control, then it may be granted on a case by case basis by the General Manager. Failure to gain approval for unpaid time off in advance may result in disciplinary action.

19. Returning Company Property

Any company property issued to you is placed in your care. It must be returned to the company should you leave. This includes PPE, Company Keys, Mobile Phones, Uniforms and Overalls along with any specialist items tools or equipment.

20. Food in Workshops

Food in the workshops is not permitted. All food should be stored in your canteen locker and consumed in the canteen. There are inherent health risks with handling and eating food in a workshop where chemicals, dirt and contaminants are present. Used food packing and waste will also attract rats. It is for these reasons food is not permitted to be held or consumed in the workshops.

Eating on the yard during breaks is not prohibited but the same hygiene principles apply to ensuring work based contaminants are not inadvertently transferred from hands to food and ingested. Any waste food packaging must not be put into workshop bins as it will attract rats. Waste packaging must be put into the canteen bin or outside bins only. Never in the workshop bins.

21. Health and Safety

The Company takes the health, safety and welfare of its employees very seriously. Please read and follow the Health, Safety & Welfare information and safe working procedures set out in this hand book. Please see Health safety & Welfare Section.

The Company will do all in its power to ensure your well-being and safety whilst at work. If you become aware of any potential hazard or unsafe working conditions, you should have no hesitation raising them with the Company.

You are required to take all reasonable steps to safeguard your health and safety, and that of any other person who may be affected by your actions, and to observe at all times published safety procedures, requests and emergency action requirements.

Accidents

In the case of an accident, you must report it to your Line Manager and ask to see the First Aid Representative on site. After attending to the individual, the First Aider will prepare a written report of the accident, copies of which will be given to your Line Manager. Details of the accident are entered into the Accident Book. Where necessary the relevant Manager where the accident occurred will fill in a further report and submit it to management. For employees working remotely they must contact the office and complete the book upon return.

You must report to management and enter into the Accident Book all accidents, no matter how small.

First Aid

First Aid facilities are available throughout the premises. It is the responsibility of your Line Manager to inform you of the location of such facilities, i.e. First Aid Boxes, trained First Aiders. These will also be outlined to you during your induction training.

An up to date list of all qualified First Aiders, Fire Wardens and other safety representatives will be posted on the Company notice boards.

22. Works Committee

The appointed works committee will hold regular meetings run by the General Manager. If you have any items you wish to raise at the meeting please contact a member of the committee. Minutes from the meetings are placed on the notice boards.

23. Company Garment Policy

The company aims to provide all employees with comfortable and professional uniforms, the appearance of our employees reflects greatly on our company image and has a significant impact on the way we are viewed by customers and the general public.

Uniform

A uniform will be supplied to all front-line staff and must be worn at all times during working hours unless overalls are being worn. This includes working overtime and if working off site, however the uniform must not be worn outside working hours other than whilst travelling to and from work.

Uniforms will remain the property of the company.

No part of the uniform, except under very exceptional circumstances, will be replaced more often than once a year. It is the member of staff's responsibility to look after these items and wear overalls when necessary to prevent excessive wear when carrying out demanding or very dirty work.

Every employee must adhere to this Uniform Policy. Line Managers/Supervisors are responsible for ensuring that the policy requirements are met.

Personal Protective Equipment

The Uniform is not PPE and should not be confused with overalls which are supplied as Personal Protective Equipment. Overalls must be worn when appropriate to the work being carried out, if in any doubt overalls should be worn.

Uniform Issue

Employees will be issued uniform as follows:

<u>Garment</u>	Annual issue
Polo Shirt	4
Work Trousers	2
Sweat Shirt	2

Cleaning and repairs

Full responsibility for maintenance and cleanliness will remain with the employee. It is the employee's responsibility to launder the uniform and to have any repairs made to the clothing.

Enforcement

Should any employee be found at work dressed in a way that is not in line with this policy, this will be considered to be a breach of the company policy and shall be dealt with in accordance with the company's disciplinary procedure.

24. Smoking & Vape's

Smoking is not permitted during working time on company premises, in company vehicles, on board vessels or at premises where the company is conducting work. Staff on company premises may smoke outside during the morning and lunch time breaks.

Smokers are reminded of the benefits to the environment and the Company's reputation of good practices in relation to keeping our environment tidy. All discarded cigarettes should be disposed of properly and safely.

Vaping is currently tolerated, staff are reminded that priority on this matter will be given to the non-smokers who have a right to come to work and not be forced to breathe in vape. Vaping will continue to be tolerated provided no negative issues are created through the use of vapes. Staff are reminded not to vape in enclosed spaces, offices, company vehicles, around others or in view of customers. The rules around vaping will be kept under constant review and if management start to get any complaints or concerns from staff members regarding the use of vapes then its likely that vaping will be subjected to the same rules as smoking.

25. Alcohol and Substance Abuse

The Company is committed to ensuring the health, safety and welfare of its employees and those affected by its activities. It will take all reasonable steps to reduce, if not eliminate, the risk of injuries or incidents occurring due to individuals suffering from the effects of alcohol or substance abuse.

The Company will take all reasonable steps to prevent employees and contractors carrying out work-related activities if they are considered to be unfit/unsafe to undertake work as a result of alcohol consumption or substance abuse.

No employee or other person under the Company's control shall, in connection with any work-related activity:

- Report, or endeavour to report, for duty having consumed drugs or alcohol likely to render him/her unfit and/or unsafe for work;
- Consume or be under the influence of drugs or alcohol whilst on duty;
- Store drugs or alcohol on company premises, such as in lockers and desk drawers.

Employees must inform the Safety Manager of any prescribed medication that may have an effect on their ability to carry out their work safely and must follow any instructions subsequently given. Drugs that cause drowsiness must not be used whilst at work.

Under the Management of Health and Safety at Work Regulations 1999, employees have a legal duty to inform their employer of any situation that could be considered to constitute risk, and therefore if a worker appears to be under the influence of drugs or alcohol your line manager should be informed immediately.

Alcohol and substance misuse can have a detrimental effect upon your health, and can adversely influence your work performance and your relationships with colleagues and customers. It can result in reduced efficiency and increased absenteeism. The Company has a duty towards and is concerned about the health and welfare of all employees. It is therefore Company policy to:

- Promote a responsible attitude to the consumption of alcohol amongst employees.
- Offer assistance to those employees who require it.
- Treat alcohol and substance abuse as a health problem and arrange for employees to seek professional assistance.

The Company will treat any absence due to alcohol and substance abuse in the same way as sickness absence on condition that you obtain professional treatment and maintain regular contact with the appropriate Occupational Health service (if applicable). The Company will treat all relevant discussions in strict confidence.

If inadequate work performance or unacceptable behaviour, including poor work relationships, occur or persist, the matter may be dealt with under the Company's

Disciplinary Procedure. Careful consideration will be given if you have acknowledged the existence of a problem and/or have agreed to obtain medical help for the condition. However any incident, which amounts to gross misconduct, would be considered a dismissible offence. If you fail to complete a prescribed course of treatment or have a relapse following treatment, the matter may be dealt with under the Company's Disciplinary Procedure.

The Company also reserves the right to invite the police to obtain a warrant to search the Company premises and/or people suspected of possession of drugs or who are committing any other criminal act. If you refuse to permit the search to take place your refusal will normally be treated as gross misconduct and action will be taken against you within the Company's disciplinary procedure

26. Driving

Use of Company Vehicles

The use of Company Vehicle is restricted to those who have been granted permission by their Supervisor or Manager to use the vehicles. Employees should ensure they have a full valid UK Driving Licence and that the company holds a current copy.

Employees must also ensure that all driving convictions are reported to the General Manager, as these may invalidate our insurance depending on their severity.

All Road Traffic incidents must be reported immediately to the Managing Director as we will need to advise our insurers as soon as possible and investigate the circumstances.

It should be noted that in some cases a current driving licence is part of your contract of employment and the loss of your licence may impact your ability to work.

Company Vehicles - Personal Use Guide

Company Vans can be very useful, but the company must make sure their use is fair and reasonable for all, and that personal use does not impact the vans capability to be available for work which must take priority.

The intention was to make vans available to employees for special circumstances where one maybe considering hiring a van for use locally to help with special movements that may be hard to achieve with a car. A good example of this may be to move furniture or similar.

To help provide clarity, the following guidelines should be considered as a fair use policy. If an individual has a good reason to deviate from this, then permission would be required from the General Manager.

Company Vehicle Private Use Policy.

Fair use considerations when using company vehicles for personal use.

- Van's are only permitted for personal use if there are no work requirements. They cannot be booked in any way that overrides this.

- Drivers requiring Van's for personal use must provide their driving licence in advance to David Miller this is an insurance requirement, they will then be entered onto the list of Personal Use Approved Drivers.
- Mileage is limited to a maximum of 100 miles in any one loan period with any one single journey not exceeding 50 Miles.
- Transit must not be used as personal transport for group gatherings. Especially to pubs or restaurants or to any event where alcohol may be served or provided.
- Personal use with Company Vehicles is limited to no more than 3 times in any one month by the same person. This limit covers both vehicles collectively.
- When booking the van through Stores, the Employee must advise where the van is going and its intended use.
- Only the Employee who has booked the van and is on the Personal Use Approved Driving List is authorised and insured to drive the van.
- The vans are loaned free of charge, However there will be a mileage charge which covers the cost of fuel. The rate charged is at the discretion of the company but will be kept as low as possible.
- The company is not responsible or liable for any loss as a result of the vans not being available on the day or through unexpected breakdown or failure.
- The vans must always be operated legally and all loads suitable secured.

IF YOU DRIVE THE VANS OUTSIDE THESE REQUIREMENTS WITHOUT PERMISSION THEN YOU ARE NOT INSURED

27. Expenses

The Company will reimburse you for approved expenses wholly and necessarily incurred in the course of your work. It is not the purpose of payment for expenses to provide you with an incentive or reward for non-standard duties. The amount of any payment for expenses will be the additional costs incurred as a result of you undertaking a work assignment.

Expenses will be paid in accordance with the regulations and interpretation of HMRC or suspended if necessary at its instruction. Any special ad hoc arrangements made to suit particular circumstances will not be considered to set any form of precedent.

Payment of your expense claims will be delayed or withheld if not properly substantiated. Fraudulent claims will result in your dismissal.

Expenses can only be refunded if the claim is accompanied by a valid VAT receipt.

28. Rules and procedures

It is your responsibility to familiarise yourself with Company rules and procedures. Any breaches will result in action under the Disciplinary Procedure including dismissal. If you have any concerns or require clarification on any issue(s), please raise them with management.

The Company may need to change the rules from time to time and any such changes will be notified to you as appropriate.

General rules (This list is not exhaustive)

- You are expected to act wholeheartedly in the interests of the Company at all times. Any conduct detrimental to its interests or its relations with any third party, or damaging to its public image, shall be considered to be a breach of the Company's rules.
- You have an obligation to ensure that you do not act in a manner, which could be considered to be of an unlawful discriminatory nature.
- You are expected to achieve and maintain a good standard of work and to show a conscientious approach to the job or to the detail of that job to a standard that may reasonably be expected.
- You are expected to show the skill or aptitude required for the job, especially where such skills are claimed or implied at the time your employment commenced.
- You are expected to read and observe all authorised notices as displayed.
- You must not perform, arrange or carry out any work or activity which could be considered to be in competition with or affect in any way the Company's interests.
- You are engaged on the basis that you must be prepared to undertake reasonable duties other than those for which you have been specifically engaged to ensure maximum efficiency.
- You must not make use of telephones, e-mail or postal facilities or any other communication mode for personal purposes without the prior permission of your Manager. You must adhere to the Company's policy with regard to the use of mobile phones.
- You are not permitted to remove material or equipment of any kind from the Company without prior permission.
- Loss of driving licence on conviction where driving is all of, or an essential part of, the job requirements will result in your employment with the Company being reviewed.

- Working time and/or the Company's material or equipment must not be used for any unauthorised work.
- You must act in accordance with the Company's working procedures.
- Personal hygiene and appearance must be of an acceptable standard.
- An orderly and courteous manner must be maintained in front of clients or customers.
- You are required to submit your person or property to being searched while on the Company's premises, or at any time at the reasonable requirement of the Company.
- Playing music through smart Speakers must be done responsibly. Only background music is permitted. It is not acceptable to increase the volume of the speaker to overpower noisy work activities or to defeat hearing protection. Loud music can be as damaging to your hearing as workplace noise.

Gross misconduct

The following acts are examples of Gross Misconduct offences and as such will render you liable to Summary Dismissal (i.e. Dismissal without notice and without previous warnings). This list is not exhaustive.

- stealing from the Company, members of staff, client or any members of the public.
- other offences of dishonesty
- falsification of a qualification that is a stated requirement of the employee's employment or results in financial gain to the employee
- falsification of records, reports, accounts, expense claims or self-certification forms, whether or not for personal gain
- sexual misconduct at work
- fighting with or physical assault on members of staff or the public
- serious damage to the Company's property
- drunkenness or being under the influence of illegal drugs while at work
- possession, custody or control of illegal drugs on the Company's premises
- serious breach of the Company's rules, including, but not restricted to, health and safety rules and rules on computer use
- gross negligence
- conviction of a criminal offence that is relevant to the employee's employment
- clocking someone else in or out.
- malicious attack on fellow employees, or on any other person while on Company business or on Company premises
- accepting a bribe to the detriment of the Company or its employees
- incapacity at work or at a training course due to intoxicants or drugs
- giving false evidence of incapacity for work
- indecent or immoral behaviour
- wilful destruction or misuse of Company property or sabotage of product

- extreme case of insulting behaviour on Company premises, or while on Company business
- conduct that brings the Company's name into disrepute
- discrimination or harassment of a fellow worker on the grounds of sex, sexual orientation, race, disability, age or religion or belief
- Other acts of misconduct may come within the general definition of gross misconduct

29. Security

If you see any person unknown to you acting suspiciously in any of the Company buildings report this at once to a member of management.

You are responsible for your own personal property and must safeguard it by ensuring that you keep it in a secure place. The Company cannot accept responsibility for any loss or damage. This should be covered by your own personal insurance arrangements.

Personal effects should at no time be left unattended. The Company does not accept responsibility for the loss, damage, or disappearance of personal effects. Notwithstanding this policy, any losses must be reported immediately to the Company so that prompt action can be taken to attempt recovery and necessary measures can be made to prevent a recurrence.

If you lose or find any property on the premises, you should report it to your Manager immediately.

You are responsible for any Company equipment or documents issued to you while in the Company's employment.

On the termination of your employment, or at any other time in accordance with instructions given to you by the Company, you will immediately return to the Company all equipment, correspondence, records, specifications, software, models, notes, reports and other documents and any copies thereof and any other property belonging to the Company, including but not limited to a Company car where applicable (and all keys and other accessories relating thereto), office keys, equipment, credit cards, keys and passes, which are in your possession or under your control. You shall, if so required by the Company, confirm in writing your compliance with your obligations under this clause.

Correspondence or other Company papers should not be taken out of the office without the permission of your Manager. If you are permitted to take work papers or other documents of a confidential nature out of the office, you are required to take all necessary steps to protect the security of those documents.

All confidential papers to be destroyed should be shredded or placed in a shredding box.

To ensure that there are no accidental leaks of information you should assume that any information you hold about the Company or any of its clients is unpublished and confidential, unless you know for a fact that it is publicly and widely available from an

official source (e.g. not just press speculation or market rumour). If for any reason you come into possession of information, accidentally or indirectly, whether substantiated or not, relating to the Company or its clients and there is reason to believe that this may represent a leak of unpublished or confidential information you should adhere to the rules set out above and inform your Manager immediately.

The Company reserves the right to search you or any of your property held on Company premises at any time if there are reasonable grounds to believe that you are guilty of any breach of the Company's rules and regulations. Searches will be conducted with your consent and in the presence of at least one agreed witness.

You must take the appropriate steps to guard against unauthorised access to, alteration, accidental loss, disclosure or destruction of data.

Under no circumstances should you divulge your password to anyone else nor should you gain access or attempt to gain access to information stored electronically which is beyond the scope of your authorised access level.

30. Preventing Kids accessing the yard piers in the Summer.

Employees must not encourage or condone kids behaviour if they are attempting to access the yard to jump from the piers as part of their swimming activities during the summer months. There is credible risks to the kids and to our staff if kids run through the yard in a working environment.

All staff must advise the kids that they are not allowed in the Yard or on the Piers ant any time. Comments of its up to you or be careful you don't get hurt are not enough. The response must be you are Not Allowed In, you must stay out of the yard and report any incidents to your Supervisor.

31. Data Protection

The General Data Protection Regulation (GDPR) seeks to create a harmonised data protection law framework across the EU and aims to give individuals back the control of their personal data, whilst imposing strict rules on those hosting and 'processing' this data, anywhere in the world. The Regulation also introduces rules relating to the free movement of personal data within and outside the EU.

The GDPR is concerned with the processing of computerised and manual information about living individuals (personal data) and gives rights of access to the individuals who are the subject of that information. The Regulation also covers sensitive personal data (known as 'special categories of personal data'), such as racial or ethnic origin, sexual orientation, religious beliefs, trade union membership and biometric data, which can only be processed with your explicit consent and if it is necessary. Further, the Regulation places obligations on the Company's data user in respect of the personal information it processes or causes to be processed on its behalf by third parties.

The GDPR requires that personal data shall be:

- Processed lawfully, fairly and in a transparent manner in relation to individuals.
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes.
- Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed.
- Accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay.
- Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed.
- Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

The GDPR provides the following rights for individuals:

- The right to be informed.
- The right of access.
- The right to rectification.
- The right to erasure.
- The right to restrict processing.
- The right to data portability.
- The right to object.
- Rights in relation to automated decision-making and profiling.

The GDPR is complex and detailed and you should refer to your Manager if you require any further information. If you have not explicitly given your consent to the processing of your personal data please refer to your Manager.

32. Computers, internet and e-mail

Electronic mail (e-mail)

The use of the e-mail system within the Company is encouraged, as its appropriate use facilitates communication and improves efficiency. Used correctly, it is a facility that is of assistance to many employees. Its inappropriate use however, causes many problems ranging from minor distractions to legal claims against the Company. This section sets out the Company's view on the correct use of the e-mail system, and explains how this can be achieved, as well as the Company's responses to inappropriate use.

Monitoring e-mail use

The Company reserves the absolute right to monitor employees' use of e-mail.

Authorised use of e-mail

The e-mail system is available for communication on matters directly concerned with the business of the Company. Employees using the e-mail system should give particular attention to the following:

- The standard of presentation: the style and content of an e-mail message must be consistent with the standards that the Company expects from written communications.
- The extent of circulation: e-mail messages should only be sent to those employees for whom they are particularly relevant.
- The appropriateness of e-mail: e-mail should not be used as a substitute for face to face communication. 'Flame-mails' (e-mails that are abusive) can be a source of stress and can damage working relationships, while hasty messages, sent without proper consideration, can cause unnecessary misunderstandings.
- The visibility of e-mail: if the message is confidential, the user must ensure that the necessary steps are taken to protect confidentiality.
- The Company will be liable for any defamatory information circulated either within the Company or to external users of the system.
- E-mail contracts: offers or contracts transmitted via e-mail are as legally binding on the Company as those sent on paper.

Unauthorised use of e-mail

The Company will not tolerate the use of the e-mail system for any of the following:

- Any message that could constitute bullying or harassment (e.g. on the grounds of sex, race or disability).
- Personal use, e.g. social invitations, personal messages, jokes, cartoons or chain letters.
- On-line gambling.
- Accessing pornography.
- Downloading or distributing copyright information and/or any software available to the user.

Internet

The use of the Internet within this Company is encouraged, as its appropriate use provides access to a wide range of useful information. Used correctly it is a facility which can be of valuable assistance to the Company and to employees in the performance of their jobs. Its inappropriate use, however, causes many problems, ranging from excessive costs for the Company to possible legal claims against the Company.

Interacting with social media

All employment relationships involve a duty of faith and fidelity regarding behaviour and conduct. Social networking can enable users to publish various types of content that can

create potential legal issues. Unless approved by management, employees are prohibited from using social media or electronic networking sites during working hours and from using social media or electronic networking sites outside of working hours to publish, post comments or information, write personal blogs, create forums with unauthorised information about the Company as an organisation, its partners, customers, divisions, business units, leadership, Associates, clients, contractors, etc. This includes any breach of proprietary or confidential information; marketing, financial, or compensation information; logos; trademarks; copyrights; client or potential client information; competitors; partners; employees; contractors; etc.

The company takes a zero tolerance approach to any defamatory comments concerning work, colleges or the company when considering the use of social networking and social media blogs or postings which should always be respectful, professional, and courteous.

Monitoring internet use

The Company reserves the absolute right to monitor employees' use of the Internet.

Authorised use of the internet

Access to the Internet is provided to employees for matters directly concerned with the business of the Company. You should be aware that:

- Leaving internet access open while away from your desk means that unauthorised use may occur in the absence and be attributable to you.
- Spending long periods of the working day on the internet means normal work is not being done or colleagues are picking up an unequal share.
- Telephone records and system records may be used to monitor your use of the Internet.

Unauthorised use of the internet

The Company will not tolerate the use of the internet for any of the following (not an exhaustive list):

- Accessing/downloading pornography or other illegal or obscene material.
- Downloading software which has not been virus checked and approved..
- Personal communication.
- Excessive accessing of on-line personal services such as holidays, shopping, banking; and social networking sites, e.g. Facebook and instagram.
- Creating and/or operating a personal web site.

Computer software

Because of potential virus infection and consequent damage to the business, you must not load any software into any computer without the prior approval of management. Approval will only be given after virus checking.

Virus protection software is maintained and periodically updated.

If a specific application programme is necessary for your work, then it will be purchased by the Company for your use.

You must not make 'pirate' copies of Company owned software for use by other persons either inside or outside the Company. This not only breaks Company rules, it is an illegal practice.

Failure to comply with any procedure will result in a disciplinary warning or dismissal, depending on the circumstances.

33. Mobile Telephones/Communication Devices

You must be aware that certain operations that may be performed on mobile phones may breach Company rules and procedures. You must understand that the sending of text messages or digital images that are or could be deemed offensive is strictly prohibited.

The photographing or filming of fellow employees, customers, clients, visitors, or any member of the public without their consent may breach an individual's right to privacy and could in certain circumstances constitute harassment.

It is against the principles of this Company for any person to be harassed in such way, and will not be tolerated. Any instance that comes to the Company's attention will be investigated. Should you be found to have used a mobile phone in such a way you will be subject to action under the Disciplinary Procedure, which could include dismissal.

If you feel that you have been a victim of this form of harassment, you should bring this to the attention of your Manager immediately.

Employees issued with a mobile telephone

Where a mobile phone has been issued primarily for business use, it will, at all times remain the property of the Company.

A mobile phone is provided primarily to enable you to do your job – i.e. to keep the Company informed at the earliest opportunity of matters which it needs to know and to be similarly contacted by the Company, or to contact customers or clients when you are working away from your base. Therefore, it is your responsibility to ensure that the mobile phone is kept charged and switched on while you are on duty, and ensure that you are always contactable throughout the working day.

If you have been issued with a mobile, you are responsible for the safekeeping and condition of the mobile phone at all times. You will be responsible for any cost of repair or

replacement other than fair wear and tear. The Company will arrange for any repair or replacement.

In the event that the mobile phone is lost/ stolen, the Company must be notified immediately as there may be security concerns especially if the phone receives company emails.

You agree that upon termination of your employment, should you not return your mobile phone or should your mobile phone be returned in an unsatisfactory condition, the cost of replacement or a proportionate amount of this, as decided by the Company, will be deducted from any final monies owing to you, or you will otherwise reimburse the Company.

The mobile phone contract is subject to change and the associated mobile phone bills are subject to inspection and anyone found to be using the mobile phones for unreasonable use may be subject to an investigatory meeting and possible disciplinary action.

34. Disciplinary Procedure

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

The principles are as follows:

- Informal action will be considered, where appropriate, to resolve problems.
- No disciplinary action will be taken against an employee until the case has been fully investigated.

This procedure applies to disciplinary action up to and including dismissal.

It is necessary for the proper operation of the Company's business and the health and safety of the Company's employees that the Company operates a disciplinary procedure. The following procedure will be applied fairly in all instances where disciplinary action is regarded as necessary by the Company's management save to the extent that a minor reprimand is given for any minor act of misconduct committed by an employee.

The Company reserves the right to implement the procedure at any stage as set out below taking into account the alleged misconduct of an employee. Employees will not ordinarily be dismissed for a first disciplinary offence.

Where time limits are referred to in the course of this procedure they may be varied by agreement between the employee and the Company.

Employees have the right to be accompanied at a formal disciplinary hearing by a fellow worker or trade union official of their choice.

Investigation

An employee's manager will promptly and thoroughly investigate any matter that is reasonably suspected or believed to contravene any of the Employer's policies or rules or may otherwise be a disciplinary matter. The employee will be informed as soon as possible as to the fact of an investigation and when it has been concluded.

There may be instances where suspension with pay is necessary while investigations are carried out. The Company has the right to suspend with pay where there are reasonable grounds for concern that evidence may be tampered with, destroyed or witnesses pressurised before the disciplinary hearing, or if there is a potential risk to the business, other employees or third parties in allowing the employee to remain at work.

Depending on the circumstances of the case, the employee may be invited to attend an investigatory interview. If such an interview is held prior to a disciplinary hearing, the employee will be informed at the outset that the interview is an investigatory interview. There is no right for employees to be accompanied at a formal investigatory interview. The Company reserves the right to dispense with an investigatory interview and to proceed directly to a formal disciplinary hearing.

Procedure

Where, upon completion of an investigation, there are reasonable grounds to believe that an employee has committed an act of misconduct, the employee will be invited to attend a disciplinary hearing before the employee's department manager or manager of a similar level to the departmental manager. In the event of poor performance by an employee, disciplinary hearings will usually be undertaken only where counselling of the employee, further training (if appropriate) and oral warnings have failed to produce a satisfactory improvement to performance.

In the event of a disciplinary hearing taking place the Company will:

1. give the employee a minimum of two working days' advance notice of the hearing
2. tell the employee the purpose of the hearing and that it will be held under the Employer's disciplinary procedure
3. explain the employee's right to be accompanied at the hearing by a fellow worker or trade union official
4. give the employee written details of the nature of his/her alleged misconduct
5. provide the employee with all relevant information (which should include statements taken from any fellow employees or other persons that the Company intends to rely upon against the employee) not less than two working days in advance of the hearing.

Where the employee is unable to attend a disciplinary hearing and provides a good reason for failing to attend, the hearing will be adjourned to another day. The Company will comply with point 1 above in respect of giving notice of the rearranged hearing. Unless there are special circumstances mitigating against it, if the employee is unable to attend the

rearranged hearing, the rearranged hearing will take place in the employee's absence. The employee's chosen companion may attend in such circumstances and will be allowed the opportunity to present the employee's case. The employee will also be allowed to make written submissions in such a situation.

Where the chosen companion is unavailable on the day scheduled for the meeting, it will be rescheduled, provided that the employee proposes an alternative time within five working days of the scheduled date.

Role of companion

The employee's chosen companion has the right to address the hearing to put the employee's case, sum up the case and respond on the employee's behalf to any view expressed at the hearing. The companion may also confer with the employee during the hearing. However, there is no requirement for the employer to permit the companion to answer questions on behalf of the employee, or to address the hearing where the employee indicates that he/she does not wish this.

The disciplinary hearing

A disciplinary hearing will normally be conducted by the employee's manager. The employee will be entitled to be given a full explanation of the case against him/her and be informed of the content of any statements provided by witnesses. The employee will be able to call his/her own witnesses. He/she will be permitted to set out his/her case and answer any allegations. The employee will be given a reasonable opportunity to ask questions, present evidence and call relevant witnesses. He/she will also be given the opportunity to raise points about any information provided by witnesses. Where the Company intends to call relevant witnesses it will give the employee advance notice of this. The employee must also give advance notice if he/she intends to call relevant witnesses.

The Company may adjourn the disciplinary proceedings if it appears necessary or desirable to do so (including for the purpose of gathering further information). The employee will be informed of the period of any adjournment. If further information is gathered, the employee will be allowed a reasonable period of time, together with his/her fellow worker or trade union official, to consider the new information prior to the reconvening of the disciplinary proceedings.

As soon as possible after the conclusion of the disciplinary proceedings, the employee's manager will convey the decision of the panel to the employee and will also inform the employee what disciplinary action, if any, is to be taken. The decision will be confirmed in writing. The employee will be notified of his/her right of appeal under this procedure.

Disciplinary action

Where, following a disciplinary hearing, the Company establishes that the employee has committed a disciplinary offence, the following disciplinary action may be taken:

- Where a minor offence or offences have been committed, a recorded oral warning may be given. The warning will ordinarily state that any further misconduct will render the employee liable to further, more severe disciplinary action. The employee should be informed of the period that the warning will remain "live". During this period, the Company may rely on such a warning in the event of further misconduct on the part of the employee.
- Where either a more serious disciplinary offence has been committed or further minor offences have been committed by an employee following a recorded oral warning that remains "live", the employee will receive a first written warning. The warning will:
 - set out the nature of the offence committed
 - inform the employee that further misconduct is liable to result in further disciplinary action under this procedure
 - specify the period for which the warning will remain "live", after such period the Company will review the warning
 - state that the employee may appeal against the warning
- Where a serious disciplinary offence amounting to gross misconduct has been committed, thereby justifying summary dismissal, but the Company decides, after taking into account all appropriate circumstances, that a lesser penalty is appropriate, or, where an employee commits further disciplinary offences after a first written warning has been issued and remains "live", a final (or combined first and final) written warning may be given. Such a warning will:
 - set out the nature of the offence committed
 - inform the employee that further misconduct is likely to result in his/her dismissal
 - state that the employee may appeal against the warning.
- Where the employee has committed further acts of misconduct (these being acts of misconduct other than gross misconduct) and is already on a final written warning the employee may be dismissed with notice or with pay in lieu of notice
- Where the Company establishes that an employee has committed an act of gross misconduct, the employee may be summarily dismissed
- Where a final written warning is given to an employee the Company may also impose on the employee:
 - disciplinary suspension
 - demotion

- in line with any provision in the contract of employment, stoppage of pay for such period as the Company thinks fit in the circumstances subject to a maximum of eight weeks or
- in line with any provision in the contract of employment, transfer to a job of a lower status.

The above sanctions may be imposed in conjunction with other forms of disciplinary action, or as an alternative to dismissal.

Appeal

An employee may appeal against any disciplinary sanction imposed against him/her, with the exception of an informal oral warning. The manager is obliged to consider any representations made by the employee, the employee's fellow employee and those of a person who conducted the investigation and the manager who conducted the disciplinary hearing and imposed the disciplinary sanction. The manager hearing the appeal must decide on the basis of both sets of representations, together with any subsequent facts that may have come to light, whether or not to uphold the disciplinary sanction. In the event that the manager finds for the employee, the manager shall allow the appeal and shall remove all records of the disciplinary sanction from the employee's record. In the event that the manager does not accept the representations made by or on behalf of the employee, the senior manager must uphold the disciplinary sanction.

When lodging an appeal, the employee should state:

- the grounds of appeal
- whether he/she is appealing against the finding that he/she has committed the alleged act or acts of misconduct, or against the level of disciplinary sanction imposed.

The employee must provide written notice of the appeal within five working days of being informed of the disciplinary sanction being imposed against him/her.

Appeal hearings will normally take place within 10 working days of receipt of the employee's written notice of appeal.

Upon completion of the appeal, the manager conducting the hearing will convey his/her decision to the employee. The decision will be confirmed in writing within one week. The Company's decision at the appeal is final.

If the dismissal is by notice, the period of notice will commence on the date that the decision was given by the panel. If the decision was to dismiss the employee summarily without notice, the Company will be under no obligation to reinstate or pay the employee for any period between the date of the original dismissal and the appeal decision and the original date of termination stands. In the event that the decision to dismiss is overturned, the employee will be reinstated with immediate effect and he/she will be paid for any

period between the date of the original dismissal and the successful appeal decision. His/her continuous service will not be affected.

Gross misconduct

Gross misconduct is misconduct of such a serious and fundamental nature that it breaches the contractual relationship between the employee and the Company. In the event that an employee commits an act of gross misconduct, the Company will be entitled to terminate summarily the employee's contract of employment without notice or pay in lieu of notice.

Matters that the Company views as amounting to gross misconduct include, but are not limited to:

- stealing from the Company, members of staff or the public
- other offences of dishonesty
- falsification of a qualification that is a stated requirement of the employee's employment or results in financial gain to the employee
- falsification of records, reports, accounts, expense claims or self-certification forms, whether or not for personal gain
- sexual misconduct at work
- fighting with or physical assault on members of staff or the public
- serious damage to the Company's property
- drunkenness or being under the influence of illegal drugs while at work
- possession, custody or control of illegal drugs on the Company's premises
- serious breach of the Company's rules, including, but not restricted to, health and safety rules and rules on computer use
- gross negligence
- conviction of a criminal offence that is relevant to the employee's employment
- clocking someone else on or off
- malicious attack on fellow employees, or on any other person while on Company business or on Company premises
- accepting a bribe to the detriment of the Company or its employees
- incapacity at work or at a training course due to intoxicants or drugs
- giving false evidence of incapacity for work
- indecent or immoral behaviour
- wilful destruction or misuse of Company property or sabotage of product
- extreme case of insulting behaviour on Company premises, or while on Company business
- conduct that brings the Company's name into disrepute
- discrimination or harassment of a fellow worker on the grounds of sex, sexual orientation, race, disability, age or religion or belief
- Other acts of misconduct may come within the general definition of gross misconduct

35. Grievance Procedure

Introduction

The Company believes that all employees should be treated fairly and with respect. If you are unhappy about the treatment that you have received or about any aspect of your work, you should discuss this with your Supervisor/Line Manager who will attempt to resolve the situation on an informal basis. If you feel unable to approach your Supervisor/Line Manager directly, you should approach a manager, who will discuss ways of dealing with the matter with you.

Where attempts to resolve the matter informally do not work, it may be appropriate for you to raise a formal grievance under this procedure. A formal grievance should be concerned with the way in which you have been treated by the Company or managers acting on its behalf. Complaints that amount to an allegation of misconduct on the part of another employee will be investigated and dealt with under the disciplinary procedure and you will be informed of the outcome.

Grievances may be concerned with a wide range of issues, including the allocation of work, your working environment or conditions, the opportunities that you have been given for career development or the way in which you have been managed.

Complaints that you may have about any disciplinary action taken against you should be dealt with as an appeal under the disciplinary procedure.

Grievances raised while you are subject to disciplinary proceedings will usually be heard only when the disciplinary process has been completed. Insofar as a grievance has any bearing on the disciplinary proceedings, it can be raised as a relevant issue in the course of those proceedings.

Mediation

It may be appropriate for the matter to be dealt with by way of mediation, depending on the nature of your grievance. This involves the appointment of a third-party mediator, who will discuss the issues raised by your grievance with all of those involved and seek to facilitate a resolution. Mediation will be used only where all parties involved in the grievance agree.

The right to be accompanied

You have the right to be accompanied by a fellow worker at any grievance meeting or subsequent appeal. The choice of companion is a matter for you, but the Company reserves the right to refuse to accept a companion whose presence would undermine the grievance process. Please note that individual workers are not obliged to agree to accompany you. Companions will be given appropriate paid time off to allow them to accompany colleagues at a grievance hearing or appeal hearing.

At any hearing or appeal hearing, your chosen companion will be allowed to address the meeting, respond on your behalf to any view expressed in the hearing, and sum up the case

on your behalf. However, both the hearing and appeal hearing are essentially meetings between the employer and you, so any questions put directly to you should be dealt with by you and not your companion.

Where the chosen companion is unavailable on the day scheduled for the meeting or appeal, the meeting will be rescheduled, provided that you can propose an alternative time within five working days of the scheduled date.

Conducting the grievance procedure

The Company recognises that a formal grievance procedure can be a stressful and upsetting experience for all parties involved. Everyone involved in the process is entitled to be treated calmly and with respect. The Company will not tolerate abusive or insulting behaviour from anyone taking part in or conducting grievance procedures and will treat any such behaviour as misconduct under the disciplinary procedure.

Formal grievance procedure

Making the complaint

The first stage of the grievance procedure is for you to put your complaint in writing. This written statement will form the basis of the subsequent hearing and any investigations, so it is important that you set out clearly the nature of your grievance and indicate the outcome that you are seeking. If your grievance is unclear, you may be asked to clarify your complaint before any meeting takes place.

Your complaint should be headed "Formal Grievance" and sent to your line manager. If your complaint relates to the way in which your line manager is treating you, the complaint may be sent to the General Manager.

Further attempts may be made to resolve the matter informally, depending on the nature of your complaint. However, if you are not satisfied with the outcome, you may insist on the matter proceeding to a full grievance hearing.

Before proceeding to a full grievance hearing, it may be necessary to carry out investigations of any allegations made by you, although the confidentiality of the grievance process will be respected. If any evidence is gathered in the course of these investigations, you will be given a copy long enough in advance of the hearing for you to consider your response. In exceptional circumstances, the evidence given by individuals may have to remain confidential. Where confidentiality is necessary, this will be explained to you and an appropriate summary of the evidence gathered will be given to you.

The grievance hearing

The hearing will be held as soon as is reasonably practicable and, subject to any need to carry out prior investigations, within 10 working days of the receipt of your written complaint. It will be conducted by your line manager. At the meeting, you will be asked to explain the nature of your complaint and what action you feel should be taken to resolve

the matter. Where appropriate, the meeting may be adjourned to allow further investigations to take place.

You should ensure that you attend the meeting at the specified time. If you are unable to attend because of circumstances beyond your control, you should inform your manager as soon as possible. If you fail to attend without explanation, or if it appears that you have not made sufficient attempts to attend, the hearing may take place in your absence.

While you will be given every opportunity to explain your case fully, you should confine your explanation to matters that are directly relevant to your complaint. Focusing on irrelevant issues or incidents that took place long before the matters in hand is not helpful and can hinder the effective handling of your complaint. The manager conducting the hearing will intervene if he/she thinks that the discussion is straying too far from the key issue. The manager may also intervene to ensure that the meeting can be completed within a reasonable timeframe, depending on the nature and complexity of your complaint.

Following the meeting, you will be informed in writing of the outcome within five working days and told of any action that the Company proposes to take as a result of your complaint. You may discuss this outcome informally with your manager.

If you are dissatisfied with the outcome, you may make a formal appeal.

Appeal

Your appeal should be made in writing to the manager who conducted the initial grievance hearing. You should clearly state the grounds of your appeal, i.e. the basis on which you say that the result of the grievance was wrong or that the action taken as a result was inappropriate. This should be done within five working days of the written notification of the outcome of the grievance. An appeal meeting will be arranged to take place within 10 working days of the submission of your formal appeal.

You should ensure that you attend the meeting at the specified time. If you are unable to attend because of circumstances beyond your control, you should inform your line manager of this as soon as possible. If you fail to attend without explanation, or if it appears that you have not made sufficient attempts to attend, the hearing may take place in your absence.

Your appeal will be heard by a more senior manager. Once again you have the right to be accompanied at this meeting. After the meeting you will be given the decision, normally within 24 hours. This decision is final. The purpose of the appeal is to consider the grounds that you have put forward and assess whether or not the conclusion reached in the original grievance hearing was appropriate. The appeal is not a rehearing of the original grievance, but rather a consideration of the specific areas with which you are dissatisfied in relation to the original grievance. The manager conducting the appeal may therefore confine discussion to those specific areas rather than reconsider the whole matter afresh.

Following the appeal meeting, you will be informed of the outcome within five working days. The outcome of this meeting will be final.

36. Capability Procedure

The Company recognises the difference between:

- a deliberate failure on the part of the employee to perform to the standards of which he/she is capable, in which case the Company will use its disciplinary procedure; and
- a case of incapability, where an employee is lacking in knowledge, skill or ability and so cannot carry out his/her duties to the standard required, in which case the Company will operate its incapability policy, in an attempt to improve performance.

It is imperative that staff performance shall always be of an acceptable standard. As part of the ongoing commitment to the training and development of its staff, occasionally and where appropriate employees may be supported by a formal performance review with a Manager or colleague to enable them to achieve the company standards by utilising a Performance Improvement Plan.

The process will be as follows:

- A meeting to make the employee aware that he/she is not performing to the required standard
- A reasonable period of time to improve and undertake any training that is deemed necessary
- Support and guidance from his/her manager.
- Formal end of period review to decide whether or not any further action is required.

If the employee's performance has still not improved to an acceptable standard this could result in a further review period or action under the Company' disciplinary procedure.

37. Equality and diversity

The Company values the diversity of skills and abilities that different people bring to it. The Company's decision as to who to employ, train and promote will be based upon the individual's merit and not on any other grounds. In addition, you as an individual must not act in a manner, which could be, considered to be of an unlawful discriminatory nature against fellow employees, or other people with whom you come into contact.

If you consider that discriminatory action is being taken against any individual, you should report this immediately to management. If you consider you have been discriminated against, you should raise a grievance in accordance with the Grievance Procedure. The Company considers unlawful discrimination to be a disciplinary offence, which may result in dismissal.

You need to be aware that the Company is committed to the principle of equal opportunity in employment. Accordingly, management will ensure that recruitment, selection, training, development and promotion procedures result in no job applicant or employee receiving less favourable treatment on the grounds of race, colour, age, nationality, ethnic or national origin, religion or belief, disability, trade union membership or non-membership, sex/gender, sexual orientation, marital status, or being a part-time or fixed-term worker. The Company's objective is to ensure that individuals are selected, promoted and otherwise treated on the basis of their relevant aptitudes, skills and abilities.

Management has the primary responsibility for successfully meeting these objectives by:

- Not discriminating in the course of employment against employees or job applicants.
- Not inducing or attempting to induce others to practise unlawful discrimination.
- Bringing to the attention of employees that they will be subject to action under the Disciplinary and Dismissal Procedure for discrimination of any kind.

You can contribute by:

- Not discriminating against fellow employees, customers, suppliers or members of the public with whom you come into contact during the course of your duties.
- Not inducing or attempting to induce others to practise unlawful discrimination.
- Reporting any discriminatory action to management.

The successful achievement of these objectives necessitates a contribution from everyone and you have an obligation to report any act of discrimination known to you.

38. Anti-harassment policy

The Company recognises the right of every employee to work in an atmosphere free of harassment and to complain about it should it occur. The Company agrees to take appropriate steps to promote such a workplace, and you can contribute by adhering to this policy.

It is against the principles of this Company for any employee to harass another employee in any way. Such conduct will not be tolerated. You will be expected to comply and appropriate action under the Disciplinary and Dismissal Procedure, including dismissal for serious offences, will be taken if it is found that you have harassed a colleague.

What is harassment?

Harassment is unwanted conduct that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment for them.

Forms of harassment

Harassment may take many forms, occur on a variety of grounds and may be directed at an individual or group of individuals. Harassment may occur between people of the same sex or the opposite sex. It can range from extreme forms such as violence and bullying, to less

obvious actions like ignoring an individual. It is not the intention of the perpetrator but the deed itself, and the impact on the recipient, which determines what constitutes harassment. Whatever the form of harassment, it will be unwanted behaviour which is unwelcome and unpleasant. Ultimately, the question, which has to be asked, is, has an individual or group of individuals been treated in a detrimental way on improper grounds?

Manager responsibility

All Managers are responsible for eliminating any harassment or intimidation of which they are aware. The problem may be resolved by immediate and firm action, which will prevent escalation. Management should:

- Take prompt action to stop harassment as soon as it is identified, in some cases by pointing out that the behaviour is unacceptable.
- Ensure that offensive or potentially offensive material is not displayed in the work place.
- Make clear to employees that this kind of behaviour is not acceptable and where appropriate will be treated as a disciplinary matter.
- Investigate all complaints made by any employee against another or others.

Procedure for dealing with alleged harassment

If you believe that you have been the subject of harassment, you should, in the first instance, ask the person responsible to stop the harassing behaviour as it is unacceptable to you. Person to person reproof at an early stage will often be sufficient to stop the behaviour, which is causing the offence without involving third parties.

If the harassment continues you should take your complaint through the Grievance Procedure. All complaints will be handled in a timely and confidential manner. You will be guaranteed a fair and impartial hearing and the matter will be investigated thoroughly. If the investigation reveals that your complaint is valid, prompt attention and action designed to stop the harassment immediately and prevent its recurrence will be taken. In such circumstances, if relocation proves necessary, every effort will be made to relocate the harasser rather than you as the victim, however the Company will endeavour to relocate you if this is your preference.

You will be protected from intimidation, victimisation or discrimination for filing a complaint or assisting in an investigation. Retaliating against an employee for complaining about harassment is a disciplinary offence.

Whilst this procedure is designed to assist genuine victims of harassment, you should be aware that if you raise complaints which are proven to be deliberately vexatious, you will become subject to proceedings under the Disciplinary and Dismissal Procedure.

39. Whistle blowing

It is important to the Company that any fraud, misconduct or wrongdoing, by employees or other agents is reported and properly addressed. You are encouraged to bring to the

attention of the Company any practice or action of the Company, its employees or other agents that you reasonably believe is against the public interest, which in the practice or actions is:

- A criminal offence.
- A failure to comply with any legal obligation.
- A miscarriage of justice.
- A danger to the health and safety of any individual.
- That the environment is being, or is likely to be, damaged.
- An attempt to conceal information on any of the above.

Any individual raising legitimate concerns under this policy will not be subject to any detriment, either during or after employment. The Company will also endeavour to ensure that the individual is protected from any intimidation or harassment by any other parties.

You must in no way victimise or otherwise subject to any detriment another employee on the grounds that they have made a disclosure under this policy. Any employee who does so may be subject to disciplinary action up to and including dismissal for gross misconduct.

40. Anti-bribery and corruption policy

This policy is intended to outline the general rules and principles to which we expect all employees to adhere in order to avoid any breaches of the Bribery Act 2010, maintain the highest ethical standards and to protect the Company's reputation against any allegations of bribery and corruption.

It is also intended to raise employee awareness to the possible guises in which bribes may be presented or ways in which corruption may occur and therefore to be able to avoid any situation that could be perceived as bribery or corruption in any form.

It is widely known that bribery is a criminal offence however The Bribery Act 2010 not only makes bribery and corruption illegal, but places a duty on the employer to prevent acts by employees, agents, etc., no matter where in the world the act takes place. The acceptance, offering or giving of any kind of bribe, promise, favour, loan or any other benefit or advantage by our employees or their families is prohibited.

If you become aware of any occasion whereby a member of the Company staff or any associate acting on behalf of the Company has failed to comply with the standards set within this policy, you must immediately notify your Manager in writing.

41. Shortage of work and redundancy policy

Every attempt will be made to ensure your continuing employment in the event that the Company is faced with a shortage of work situation or is unable to provide you with work for any other reason. However, this could include temporarily placing you on short-time

working or laying you off from work. In these circumstances you will be paid for those hours worked, or in accordance with the statutory guarantee pay provisions.

If the need arises to reduce the number of employees, the overriding consideration at all times will be the future viability of the business. The Company will use such criteria, as it considers appropriate, to the circumstances at the time of redundancy.

42. Termination of employment

By you:

If you wish to resign, you should do so in writing giving such notice as is specified in your Contract of Employment

By the company:

You will be entitled to receive from the Company the notice as is specified in your Contract of Employment.

43. Retirement

The Company does not operate a normal retirement age and therefore you will not be compulsorily retired on reaching a particular age. However, you can choose to retire voluntarily at any time, provided that you give the required period of notice to terminate your employment.

44. Alterations and Additions

The Company may alter the provisions of this Handbook as occasion requires or as legislation demands. Such legislative changes as are mandatory on the Company will be deemed to take effect as at the effective date of the legislation. However, the terms of any other proposed alteration or addition will be discussed as appropriate and posted on official notice boards.

45. Conclusion

We hope that this Handbook helps you to understand the way in which the Company works and your role within it. However, if any of the above items should be unclear or you have any questions to raise, please do not hesitate to do so with your Manager.