



BWF Code of Conduct

Employee Handbook



The BWF Code of Conduct aims to provide specifiers, end-users and their suppliers with greater confidence that the Member is working to a set of principles of good practice, set out in this document.

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1. About this handbook

This handbook has been drawn up by the Company to provide you with information on employment policies and procedures. It is important for you to read the handbook carefully as this, together with your Contract of Employment, sets out your main terms and conditions of employment.

The information covers a wide range of subjects relating to your employment and in the event that information in this handbook conflicts with terms and conditions as stated in your Contract of Employment, the Contract will take precedence.

If you have any questions or any part of the handbook is unclear to you, please do not hesitate to raise any queries with the [insert].

It is important you do this before signing that you have read, understood and are willing to abide by all the Company's terms and conditions.

All employees will be given a copy of this handbook at the beginning of their employment with the Company. After that time a copy will always be available on the premises.

2. Annual holiday entitlement

Entitlement

Full details of your holiday entitlement are in your Contract of Employment.

Carrying over holidays to the following year

You may be allowed to carry forward up to [insert] days of holiday into the next holiday year and the carried over days must be used by [insert date].

Request for holidays

In order to submit a request for holidays, you should complete the relevant form and have the holiday authorised by your Line Manager. It will be approved by the [Director/MD/Line Manager].

The amount of notice required is [insert] days/month except for single days, when one week's notice is normally required, or in emergency situations it will be exceptionally approved by your Line Manager.

All requests, providing they have been received in time, will be processed in date and time order.

Length and timing of holidays

The Company will not normally agree a request for a holiday that involves more than two consecutive weeks. If more than two weeks is required, this must be approved by the [Director/MD/Line Manager].

Refusal of holidays

In the event that the Company has to refuse a holiday request because of business needs, the Company is not responsible for any financial commitment made by you prior to authorisation. You are therefore advised not to book holidays with tour operators, travel agents, hotels or passenger carriers, etc. until your holiday request has been authorised.

Adjustment to holidays

At the commencement of your employment you will be entitled to holiday leave in proportion to the holiday year remaining on the date when your employment began.

On leaving you will be entitled to holiday leave in proportion to the holiday year worked on the date when your employment ended. If you have been paid for more holidays than your entitlement then the balance will be deducted from your final payment. If you have been paid for fewer holidays than your entitlement then the balance will be paid to you with your final payment.

3. Absence from work

Appointments

If you need to be absent from work to keep a medical, dental or other essential appointment, prior permission should always be obtained from your Line Manager. Payment for absences of this nature will be at the discretion of the Company. You must try to arrange such appointments outside normal working hours wherever possible and any such absences from the workplace should be minimal. The Company allows [insert] in order for you to attend an appointment. If the appointment is longer, you will either take annual leave or unpaid leave.

Sickness and injury

Notification of absence

If you are absent from work without prior authorisation, you or someone on your behalf should notify your Line Manager by [phone/email] by [insert time] on the first day of absence. [Text messages and emails are not acceptable – this is to be amended depending on your company policy]. Any unauthorised absence must be properly explained in that first contact and, if the absence continues, you must keep us fully informed. This applies to both short and long term situations, and you will be expected to contact us on a daily basis during the first week and weekly thereafter.

Period of absence

If your sickness is for more than seven calendar days then you must provide the Company with a medical certificate from your doctor or other authorised medical professional. You must continue to provide medical certificates to cover the whole of the absence period.

Please note that the Company will review the attendance levels of all employees on a regular basis. In deciding whether to take further action in respect of sickness absence, the evidence of a medical certificate may not be sufficient and the Company may seek alternative medical information.

Returning from absence

On your return to work after absence because of sickness, irrespective of the length of absence, you must complete the Company's Sickness Form.

If you have been suffering from a notifiable disease such as food poisoning, measles, mumps etc, you must not report for work without the clearance of your doctor.

Management of sickness

In order to manage sickness absence effectively and consistently we will seek to support staff during periods of illness and use the following interventions and procedures to facilitate a return to work, retain staff in employment and improve attendance:

- Return to work discussions and/or interviews.
- Keeping in touch during absence.
- Monitoring and recording absence.
- Carrying out sickness review meetings.
- Providing management support.
- Managing absence through the procedures detailed below or through the disciplinary procedure where appropriate.

When dealing with absences, either short-term or long-term, it is difficult to apply definitive triggers at which an employee's attendance is viewed as unsatisfactory, as each case has its own particular circumstances. Managers responsible for staff are expected to manage and control their employees' attendance. Managers would be expected to interview an employee whose level of absence has reached a defined trigger point and depending in the circumstances, issue a warning about unsatisfactory attendance. There are 3 stages:

Stage 1 of the procedure is activated at or after:

- 10 working days absence in any 12-month period; or
- three separate occasions of absence in any 12-month period.

The employee reaching stage 1 will be invited to an attendance review meeting with their line manager, which may result in a first written warning for unsatisfactory attendance.

Stage 2 of the procedure is activated if at any time in the following 12 months the employee has:

- Eight working days' absence in total; or
- Three separate occasions of absence.

The result on reaching stage two will be an attendance meeting with the line manager, which will normally result in a second written warning.

Stage 3 of the procedure involves a repeat of stage 2 trigger points. Reaching stage 3 may result in the employees' dismissal, unless there are mitigating factors making it reasonable for the Company to decide not to dismiss.

Statutory Sick Pay (SSP)

The Company is responsible for paying SSP to you if you are eligible.

The maximum period for which SSP is payable is 28 weeks in one period of sickness absence and is paid at a rate specified by law. As with other earnings, SSP is subject to the deduction of income tax and all other normal deductions. We will inform you if you are not eligible for SSP.

SSP is paid in respect of qualifying days on which you are unable to work through sickness. Qualifying days are those days on which you would normally work. Generally, SSP is not payable for the first three qualifying days of sickness which are known as "waiting days", but this may not always be the case if you are absent on more than one occasion within a short period of time.

SSP is only paid when the period of sickness is four or more consecutive days.

Contractual sick pay [delete if this is not relevant to your company]

The Company has a contractual sick pay scheme, which is paid in tandem with SSP on condition that the sick pay rules contained in this Handbook are complied with. The scheme provides for the payment of [insert details] in any rolling 12-month period.

If the above entitlement is exhausted, you will revert to SSP only.

Maternity, Paternity and Adoption

“Family Friendly” Rights

Information on the current statutory provisions are below. Please speak to the [Director/MD/Line Manager], with whom you should raise any queries. The “family friends” section of the handbook uses the following terms:

- Mother – the parent who gives birth to the child.
- Father – the non-birthing parent.
- Partner – the parent who is the child’s biological father or the partner of the mother.
- Parents are those who are the responsibility for the child

Maternity rights

This section of the handbook is for pregnant employees and new mothers. It details their rights which fall under three main categories:

- Paid time off for antenatal care
- Maternity leave
- Maternity benefits

Antenatal care

You are entitled to be paid your normal rate of pay for any time off for antenatal care. In order to receive payment an appointment card must be produced confirming the appointment, and you will be expected to return to work after.

When a certificate confirming pregnancy is issued (known as a MATB1 certificate), this must be handed in as soon as possible.

Ordinary maternity leave

Eligible employees can take up to 52 weeks’ maternity leave. The first 26 weeks is known as ‘Ordinary Maternity Leave’, the last 26 weeks as ‘Additional Maternity Leave’.

These rights apply regardless of length of service, or the number of hours worked as long as the employee has a contract of employment.

The earliest that leave can be taken is 11 weeks before the expected week of childbirth, unless the baby is born early.

Employees must take at least 2 weeks after the birth (or 4 weeks if they're a factory worker).

Statutory maternity pay

You receive Statutory Maternity Pay (SMP) if all the following apply:

- You have been working continuously for 26 weeks for the same employer before your 'qualifying week' (be on the company payroll in the 'qualifying week') - the 15th week before the expected week of childbirth.
- You give the correct notice.
- You give proof of pregnancy.
- You earn at least [insert current rate] a week on average for 8 weeks before your qualifying week.

SMP for eligible employees can be paid for up to 39 weeks, usually as follows:

- the first 6 weeks: 90% of their average weekly earnings (AWE) before tax
- the remaining 33 weeks: [insert current rate] or 90% of their AWE (whichever is lower)

Tax and National Insurance will be deducted.

To work out your qualifying week, use a calendar to count 15 weeks back from the due date.

SMP is paid for 39 weeks. For the first 6 weeks you will be paid 90% of your average weekly earnings. For the following 33 weeks you will be paid the statutory weekly figure which will be provide by the Company.

If you take the full 52 weeks maternity leave, the last 13 weeks are unpaid. **[If your company offers enhanced maternity pay, add the detail here]**.

You must provide the certificate MATB1 stating your expected week of childbirth (EWC). The company will then write to you within 28 days to confirm your date of return to work. You can change the date you intend to start your maternity leave by giving the Company 28 days' notice.

Maternity allowance

If you do not qualify for SMP, you may be eligible for Maternity Allowance, this is a payment you can receive when you take time off work to have a baby.

You could receive Maternity Allowance if you:

- are employed but cannot receive Statutory Maternity Pay (SMP)
- are self-employed
- have recently stopped working
- take part in unpaid work for the business of your spouse or civil partner

You can claim for [Maternity Allowance](#) from 26 weeks pregnant. Payments can start up to 11 weeks before your baby is due.

You are entitled to return to work in your old job after the ordinary maternity leave period. If you work full time, you have the right to return to your full time position; you do not have the right to return part time. However, the Company will discuss any request for part time work and will, if possible, offer part time work. Requests should be made in writing to the Company, giving as much notice as possible.

Sickness absence during pregnancy

If you are absent from work because of a pregnancy related illness or reason at any time during the four weeks before your EWC, the ordinary maternity leave period begins on the first day of absence. If the pregnancy related absence began before the fourth week, then the ordinary maternity leave period begins at the start of the fourth week.

If you are absent from work and the illness is not pregnancy related, the maternity leave period will begin on the date you have previously notified.

If you are absent from work in the weeks leading up to your maternity leave it may affect the higher rate of SMP (90% of normal pay) because it is based on your average earnings in the eight weeks prior to the qualifying week.

Paternity and adoption leave

Foster parents who have children placed with them with a view to adoption, and those who have entered a surrogacy arrangement with a surrogate and have been granted or intend to apply for a parental order in relation to the child that the surrogate bears, may also be eligible for adoption leave and pay. Please contact the Chief Executive for further details.

If you are the primary or sole adopter, and you have been advised that a child is due or expected to be placed with you for adoption, you are entitled to be paid your normal rate of pay for up to five pre-adoption appointments during working hours. The appointments must have been made by or at the request of the adoption agency and in order to receive payment an appointment card must be produced confirming each appointment. The maximum time off for each appointment is six and a half hours and you will be expected to return to work after keeping your appointment wherever possible.

Ordinary adoption leave

If you are the adoptive parent who has elected to take adoption leave you have the right to 26 weeks ordinary adoption leave, which includes two weeks' compulsory adoption leave. You can start your adoption leave as soon as the child is placed with you for adoption or, if pre-notified, up to 14 days before that date.

You are entitled to return to work in your old job after the ordinary adoption leave period. If you work full time you have the right to return to your full time position; you do not have the right to return part time. However, the Company will discuss any request for part time work and will, if possible, offer part time work. Requests should be made in writing to the Company giving as much notice as possible.

Throughout the ordinary adoption leave, all your terms and conditions of employment are maintained with the sole exception of pay.

Notification

The notice periods detailed below must be complied with in order to safeguard your rights.

You must notify the Company in writing of the following no later than seven days after being matched with a child for adoption:

- The date of placement of the child for adoption,
- The date on which you intent to start your adoption leave.

You must also provide an Adoption Certificate from the approved adoption agency.

The Company will then write to you within 28 days to confirm your date of return to work.

You can change the date on which you intend to start your adoption leave by giving the Company at least 28 days written notice.

Returning to work

If you take the full entitlement to adoption leave your return date will be the date previously notified to you by the Company. If you wish to return early you must give the Company eight weeks written notice of your early return date. Your early return may be delayed if this procedure is not followed.

Adoption benefits

Although you do not need any qualifying service or work a minimum number of hours to be entitled to adoption leave or the right to return to work, in order to qualify for Statutory Adoption Pay (SAP) from the Company, you need to have the following:

- at least 26 weeks continuous service at the end of the week in which the child was matched with you for adoption,
- average earnings above the National Insurance lower earnings limit during the eight weeks before the week in which the child was matched with you for adoption.

If you meet these conditions you are entitled, subject to special rules where the adoption is disrupted or where the child reaches age 18, to a maximum of 39 weeks SAP, which is calculated as:

- 6 weeks at 90% of average weekly earnings,
- 33 weeks at the lesser of the lower rate of SAP or 90% of average weekly earnings.

In order to be paid SAP, you should notify the Company in writing of the following no later than 28 days before the date on which you wish your SAP period to begin:

- the name and address of the approved adoption agency,
- the date on which the child is expected to be placed for adoption and, where the child has already been placed for adoption, the date of placement,
- the date on which you were informed that the child was to be placed with you for adoption

Antenatal appointments

You are entitled to accompany the child's mother on up to two ante-natal appointments without pay during working hours. This is on condition that you have or expect to have responsibility for the upbringing of the child and that you are the biological father of the child or are married to or are the partner of the child's mother, or you are in a surrogacy arrangement with the child's mother and you intend

(after the birth) to apply for a “parental order” in respect of the expected child and you expect to be entitled to get such an order. The maximum time off for each appointment is six and a half hours and you will be expected to return to work after keeping your appointment wherever possible.

Ordinary paternity leave

If you have at least 26 weeks continuous service at the end of the 15th week before the expected week of childbirth (EWC), you are entitled to choose to take either one week or two weeks of ordinary paternity leave (this does not need to be consecutive) if you meet the following conditions:

- you have or expect to have responsibility for the upbringing of the child,
- you are the biological father of the child or are married to or are the partner of the child’s mother.

You cannot start your ordinary paternity leave until the child is born. Paternity leave can be taken any time during the 52 weeks after birth. You must give 28 days notice of the day you intend to start your ordinary paternity leave, which can be:

- the day on which the child is born,
- a day which you specify as a number of days after the day on which the child is born,
- a predetermined date, which must be later than the first day of the EWC.

Throughout the ordinary paternity leave, all your terms and conditions of employment are maintained with the sole exception of pay.

Paternity pay

You can take either 1 or 2 weeks of paternity leave to care for your baby. Employees can split their statutory paternity leave into two one-week blocks, instead of being required to take it as two consecutive weeks or one single week. This is the same even if you have more than one child, for example twins.

If you are entitled to ordinary paternity leave and your average earnings were above the National Insurance lower earnings limit during the eight weeks up to and including

the 15th week before the EWC, you are entitled to be paid Statutory Paternity Pay (SPP). SPP is paid during the entire ordinary paternity leave period and is the lesser of:

- the standard rate of SPP or
- 90% of average weekly earnings.

To safeguard your rights to ordinary paternity leave and pay you must complete a Form SC3 by the 15th week before the EWC. You can change the date on which you intend to start your ordinary paternity leave by completing a new Form SC3 at least 28 days before the original leave date.

When adopting

If you are the primary adopter's partner and you have been advised that a child is due or expected to be placed with you for adoption you are entitled to attend up to two pre-adoption appointments without pay during working hours. The appointments must have been made by or at the request of the adoption agency and the maximum time off for each appointment is six and a half hours. You will be expected to return to work after keeping your appointment wherever possible.

If you have at least 26 weeks continuous service at the end of the week in which the child's adopter is matched with the child for adoption, you are entitled to choose to take either one week or two weeks (does not need to be consecutive) of ordinary paternity leave if you meet the following conditions:

- you are not taking adoption leave in respect of the child,
- you have or expect to have responsibility for the upbringing of the child,
- you are married to or are the partner of the child's adopter.

You cannot start your ordinary paternity leave before the day the child is placed with the adopter, and it must end within 56 days beginning with the date of placement. You must give prior notice of the day you intend to start your ordinary paternity leave, which can be:

- the day on which the child is placed with the adopter,
- a day which you specify as a number of days after the day on which the child is placed with the adopter,
- a predetermined date, which must be later than the date on which the child is expected to be placed for adoption.

Throughout the ordinary paternity leave, all your terms and conditions of employment are maintained with the sole exception of pay.

Paternity benefits

If you are entitled to ordinary paternity leave and your average earnings were above the National Insurance lower earnings limit during the eight weeks before the week in which the child was matched for adoption, you are entitled to be paid Statutory Paternity Pay (SPP). SPP is paid during the entire ordinary paternity leave period and is the lesser of:

- the standard rate of SPP or
- 90% of average weekly earnings.

To safeguard your rights to ordinary paternity leave and pay you must complete a Form SC4 no later than seven days after the date on which the adopter is notified of having been matched with the child for adoption. You can change the date on which you intend to start your ordinary paternity leave by completing a new Form SC4 at least 28 days before the original leave date.

Shared parental leave

Many parents will be able to share leave in the year after their child's birth and take leave in a more flexible way by stopping and starting their shared parental leave, taking their leave at the same time, and returning to work between periods of leave.

To qualify for shared parental leave you must have at least 26 weeks continuous service at the end of the 15th week before the EWC and still be in employment the week before you take the shared parental leave. In addition, you must share the main responsibility for the care of the child that the shared parental leave and pay relates to with the other parent and meet an 'employment and earnings' test.

Opting into parental leave and pay

If the mother and their partner agree, the mother can curtail their current maternity leave and 'convert' what remains of the leave period into shared parental leave (SPL).

They must do this by giving formal notice to their employer and, if you are the mother, we have a form that can be completed to provide the required information. At least eight weeks' notice must be given to curtail maternity leave, at which time the mother and their partner must also give their respective employers an indication of how they intend to take the shared parental leave and pay.

The mother's notice to curtail maternity leave will normally be accompanied by a notice of entitlement to take shared parental leave and a request for a period of shared parental leave and pay. Once notice to curtail maternity leave has been given, it can only be withdrawn in very limited circumstances. However, if the mother gives notice to curtail their maternity leave before the child is born, they have up to six weeks after the birth to change their mind. If the mother revokes their curtailment notice, they shall remain on maternity leave and can give a new notice to curtail their maternity leave at a later date.

Taking shared parental leave

Before you can take shared parental leave and pay you must provide your employer with a notice of your entitlement to shared parental leave and pay, and this must be accompanied by a 'declaration' from your partner. This is a 'one off' notice and, if you are the mother, you will already have given this notice along with your notice to curtail your maternity leave. If you are the mother's partner, a separate form is available that can be completed to provide the required information. The total number of weeks of SPL available is 52 weeks minus the maternity leave that the mother has already taken (including the compulsory maternity leave period). The leave must be taken in whole weeks (part-weeks count as whole weeks), and it must be taken before the child's first birthday.

All your terms and conditions of employment are maintained throughout the SPL period with the sole exception of pay and, if your combined total of maternity/paternity and SPL does not exceed 26 weeks, you are entitled to return to work in your old job. If you work full time, you have the right to return to your full time position; you do not have the right to return part time. However, your employer will discuss any request for part time work and will, if possible, offer part time work. Requests should be made in writing to your employer, giving as much notice as possible.

You are allowed three 'notifications' to take a period of SPL. A minimum of eight weeks' notice must be given before each period of leave, and the mother's first notice to take SPL will usually be included as part of the notice to curtail maternity leave.

If your notice is for a continuous period of SPL, for example six weeks off, it cannot be refused. If, however, your notice is for a discontinuous period of leave, for example six weeks comprising three weeks of SPL, three weeks in work, then three weeks of SPL, this can be refused. The first two weeks of the eight week notice period are to enable you and your employer to discuss this type of request and to try to reach agreement on the pattern of leave.

If agreement cannot be reached you have until the 15th day after you submitted your request (i.e. the day after the discussion period expires) to either let the request stand or to withdraw the request. If you let the request stand your employer can insist that the SPL is taken as a period of continuous leave (in the above example as a continuous period of six weeks). You then have five days in which to decide the start date for the period of continuous leave, otherwise it will start on the date of the first period you previously notified. Alternatively, you can withdraw the request and it will not count as one of your three notifications.

If you want to change the dates of a previously notified period of SPL and your employer agrees to this, then the change does not count as a formal 'notification'. If, however, your employer does not agree to the change you can submit a formal notification of the change (giving at least eight weeks' notice). Your employer will have to accept this notification, but the change will count as one of your three 'notifications'.

Statutory shared parental leave pay

If you qualified for SMP, MA or SPP you will also qualify for Statutory Shared Parental Pay (SSPP). The total number of weeks of SSPP available is 39 weeks minus the number of weeks of SMP already paid to the mother. SSPP is paid at the lesser of:

- the standard rate of SSPP or
- 90% of average weekly earnings.

As there will be more weeks of SPL available than weeks of SSPP, employees who claim SSPP will be required to sign a declaration stating the total pay available and the total pay received.

Shared Parental Leave - Adoption

Many parents will be able to share leave in the year after the adoption and take leave in a more flexible way by stopping and starting their shared parental leave, taking their leave at the same time, and returning to work between periods of leave.

To qualify for shared parental leave you must have at least 26 weeks continuous service at the end of the week in which the adopter is notified of having been matched with a child for adoption and still be in employment the week before you take the shared parental leave. In addition, you must share the main responsibility for the care of the child that the shared parental leave and pay relates to with the other parent and meet an 'employment and earnings test'. If you are adopting a child from overseas, the procedures are slightly different, please contact the Chief Executive for further information. Certain other persons may also be entitled to shared parental leave and pay, namely (a) foster parents who have children placed with them with a view to adoption, and (b) those who have entered a surrogacy arrangement with a surrogate woman, and have been granted, or intend to apply for, a parental order in relation to the child that the surrogate bears. Please contact the Chief Executive for further information.

Opting into shared parental leave and pay

If the primary adopter and their partner agree, the primary adopter can curtail their current adoption leave and 'convert' what remains of the leave period into shared parental leave (SPL). The primary adopter must do this by giving formal notice to the employer and, if you are the primary adopter, we have a form that can be completed to provide the required information. At least eight weeks' notice must be given to curtail adoption leave, at which time the primary adopter and their partner must also give their respective employers an indication of how they intend to take the shared parental leave and pay.

The primary adopter's notice to curtail adoption leave will normally be accompanied by a notice of entitlement to take shared parental leave and a request for a period of shared parental leave and pay. Once notice to curtail adoption leave has been given, it can only be withdrawn in very limited circumstances.

Taking shared parental leave

Before you can take shared parental leave and pay you must provide your employer with a notice of your entitlement to shared parental leave and pay, and this must be accompanied by a 'declaration' from your partner. This is a 'one off' notice and, if you are the primary adopter, you will already have given this notice with your notice to curtail your adoption leave. If you are the secondary adopter/adopter's partner, we have a form available that can be completed to provide the required information. The total number of weeks of SPL available is 52 weeks minus the adoption leave that the primary adopter has already taken (including the compulsory adoption leave period). The leave must be taken in whole weeks (part-weeks count as whole weeks), and it must be taken during the first year following the adoption.

All your terms and conditions of employment are maintained throughout the SPL period with the sole exception of pay and, if your combined total of adoption/paternity and SPL does not exceed 26 weeks, you are entitled to return to work in your old job. If you work full time, you have the right to return to your full time position; you do not have the right to return part time. However, your employer will discuss any request for part time work and will, if possible, offer part time work. Requests should be made in writing to your employer, giving as much notice as possible.

You are allowed three 'notifications' to take a period of SPL. A minimum of eight weeks' notice must be given before each period of leave, and the primary adopter's first notice to take SPL will usually be included as part of the notice to curtail adoption leave.

If your notice is for a continuous period of SPL, for example six weeks off, it cannot be refused. If, however, your notice is for a discontinuous period of leave, for example six weeks comprising three weeks of SPL, three weeks in work, then three weeks of SPL, this can be refused. The first two weeks of the eight week notice period are to enable you and your employer to discuss this type of request and to try to reach agreement on the pattern of leave.

If agreement cannot be reached you have until the 15th day after you submitted your request (i.e. the day after the discussion period expires) to either let the request stand or to withdraw the request. If you let the request stand your employer can insist that the SPL is taken as a period of continuous leave (in the above example as a continuous period of six weeks). You then have five days in which to decide the start date for the period of continuous leave, otherwise it will start on the date of the first period you previously notified. Alternatively, you can withdraw the request and it will not count as one of your three notifications.

If you want to change the dates of a previously notified period of SPL and your employer agrees to this, then the change does not count as a formal 'notification'. If, however, your employer does not agree to the change you can submit a formal notification of the change (giving at least eight weeks' notice). Your employer will have to accept this notification, but the change will count as one of your three 'notifications'.

Statutory shared parental pay

If you qualified for SAP or SPP you will also qualify for Statutory Shared Parental Pay (SSPP). The total number of weeks of SSPP available is 39 weeks minus the number of weeks of SAP already paid to the primary adopter. SSPP is paid at the lesser of:

- the standard rate of SSPP or
- 90% of average weekly earnings.

As there will be more weeks of SPL available than weeks of SSPP, employees who claim SSPP will be required to sign a declaration stating the total pay available and the total pay received.

Parental leave

Parents are entitled, on completion of one year's service with the Company, to take unpaid parental leave. The right applies to mothers and fathers and to a person who has legal parental responsibility. Parents who already have at least one year's service

are able to start taking parental leave when the child is born or adopted and the remainder are able to start taking parental leave as soon as they have completed one year's service.

Parents are entitled to 18 weeks' leave for each child, to be taken before the child reaches age 18. Parents must give 21 days' written notice to take parental leave and it must be taken in blocks or multiples of one week (part weeks, including single days or part days, count as whole weeks) up to a maximum of four weeks in any one year. Parents of disabled children for whom a disability living allowance is awarded have the additional flexibility to take leave in days without them being counted as whole weeks, although part days count as full days.

Leave can be postponed by the Company for up to six months where the business cannot cope, except when a father gives the above advance notice to take leave immediately after the date when the child is born or when the partner of a primary adopter gives the above advance notice to take leave immediately after the date when the child is placed for adoption.

Parental bereavement leave

Parents who suffer the devastating loss of a child will be entitled to up to two weeks' parental bereavement leave if they meet the following conditions:

- If the pregnancy ends in or after the 24th week of pregnancy of the child was under the age of 18; and
- Either they had the responsibility for the upbringing of the child; or they are the biological parent of the child or are married to or are the partner of the child's mother or father.

This may be taken as either two consecutive weeks or two separate blocks of one week and must be taken within 56 weeks of the child's death.

Throughout the parental bereavement leave, all terms and conditions of employment are maintained with the sole exception of pay.

In order to take parental bereavement leave, the employee should give the Company notice of:

- the date of death;
- the date the parental bereavement leave will start; and
- how long the leave will be.

Where the employee wishes to take the leave within eight weeks of the child's death, this notice should be given before the leave starts or where this is not reasonably practicable, as soon as is reasonably practicable. If the employee wishes to subsequently cancel a week's parental bereavement leave, they should give notice to the Company before the start of that working week.

If an employee wishes to take the leave after eight weeks of the child's death but before the 56th week, this notice should be given at least one week before the start of the leave. Such leave can also be cancelled by giving at least one week's notice before the start of that week.

There is no qualifying service or a minimum number of hours worked to be entitled to parental bereavement leave. In order to qualify for Statutory Parental Bereavement Pay (SPBP) from the Company, an employee needs to have the following:

- at least 26 weeks continuous service at the end of the week before the child's death
- average earnings above the National Insurance lower earnings limit during the eight weeks before the week of the child's death.

Where these conditions are met, there will be an entitlement to a maximum of two weeks SPBP, paid at the statutory rate or 90% of average weekly earnings where this is lower.

Time off for dependents

You will be allowed to take reasonable time off work without pay to attend to an emergency involving a dependent. The amount of time off which is allowed will depend on the circumstances. A dependent is your spouse, wife or partner, child, grandchild or

person who relies on you for care. You cannot take time off if you know about the situation beforehand.

For example, if a dependent is ill or injured, reasonable time off will be given to attend to the emergency – this does not mean that you will be allowed to take time off to look after the dependent personally.

Carer's Leave

Employees with a caring responsibility for a dependant can take **one week's unpaid carer's** leave to provide or arrange care in each rolling 12 month period. This is a "*day one*" employment right. Dependants are not only a spouse, civil partner, child or parent with long-term care needs but also anyone who reasonably relies on the employee for care. The right will be for those who want to be absent from work to provide or arrange care for that dependant.

- Long term needs are defined as a disability under Equality Act 2010, an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months, or old age.
- Requests can be in consecutive, or non-consecutive, half-days or full days up to and including taking a block of a whole week of leave at once.
- The employer can postpone a request due it disrupting the needs of the business but then must allow the leave to be taken within one month of the start-date of the leave originally requested. Rescheduling the leave should be done in consultation with the employee.

During the period of carer's leave, an employee is entitled to the benefit of all their terms and conditions, apart from the right to remuneration, and will remain subject to all of their usual obligations.

Compassionate leave

In the cases of bereavement, employees are entitled to compassionate leave. The amount of such leave is at the company's discretion.

Flexible working

You have a statutory right to ask for your contract of employment to be varied, this is known as a making a statutory application and can made on the first day of your employment.

Any request for a variation must relate to:

- The hours you are required to work,
- The time when you are required to work (start and finish),
- The number of days you work, or
- The place where you are required to work (i.e. at home or at any place of business operated by the company).

Requests must be made in writing and must include the following information:

- The date
- A statement that it is a statutory request for a variation of your contract of employment,
- The variation you are seeking and the proposed commencement date,
- An explanation of the effect you think the change would have on the company and how it might be dealt with.
- A statement saying if and when they have made a previous application

On receipt of your formal request, the Company will arrange to meet with you to discuss it.

You can make two requests in any 12-month period for your contract of employment to be varied and, if the Company grants your request, the variation will be a permanent change to your contract of employment.

The Company will notify you of its decision within 2 months of the request being made.

Working from home

For most employees, working from home is an informal arrangement on such occasions when it is beneficial for both parties to do so and must be approved in advance by the [Director/MD/Line Manager]. If you are permitted to work from home formally, the details of your arrangement will be laid out separately in your contract of employment.

All employees working from home will be required to:

- Assist with the production of a risk assessment on the home office environment.
- Arrange a workstation assessment on home equipment.
- Abide by all sections of the company health and safety policy, particularly those relating to personal safety. All accidents and near misses must be reported to the [insert] or nominated person and an accident report completed if the accident or near miss occurs during regular office hours.
- If you believe that working from home is putting you in danger please let the [director/md/line manager] or nominated person know immediately. You must stop work until further instructed.

The Company has a duty to find out about risks and incidents and to report them.

- Ensure you are available to take telephone calls and other forms of correspondence during your normal working hours – unless prior arrangement to change is agreed with your Line Manager.
- When using Company equipment at home you must ensure that the equipment is correct for the job being done and is in good condition.
- You must be fully trained on how to use Company equipment.
- You must ensure that you have broadband within your home and any costs associated with working from home must be claimed by you via the Inland Revenue.

Working from home may be subject to change or be withdrawn at any time, if a formal or contractual arrangement has not been agreed.

Adverse weather conditions

In the event of extreme adverse weather conditions, e.g. heavy snow or flooding, you are expected to make every reasonable effort, including the use of alternative means of transport, to arrive at work at your scheduled start time.

If you decide that the weather conditions are sufficiently severe to prevent you from travelling to work and arriving safely you may choose to:

- take the day(s) as annual leave,
- take the day(s) as authorised unpaid leave of absence, or
- work from home (if possible and if authorised by your Line Manager).

In either case, you must telephone your Line Manager before your scheduled start time and inform them of the option you wish to take. If your Line Manager is not available, you must ensure that another senior person is notified.

If you decide to travel to work and then subsequently find that the weather conditions prevent you from completing your journey, you must telephone your Line Manager as soon as possible and inform them of the exact circumstances. In this case, the Company, at its discretion having considered the circumstances, will decide whether or not you will receive full pay.

In any event, if your absence from work or lateness in arriving at work is considered reasonable because of extreme adverse weather conditions or difficulties with public transport, your absence or lateness will not be subject to the Company's disciplinary procedure, provided you have followed the notification process set out above.

Jury service and court proceedings

If you are called for jury service or as a court witness, you will be granted unpaid leave of absence and you should claim for loss of earnings from the court. When employees are called for Jury Service they should present the Jury Summons Form to the Employer.

The Company reserves the right to ask an employee to attempt to obtain dispensation for jury service if it is in the Company's interest. Leave of absence will be granted in such cases and employees will be expected to return to work on such days as adjournments make return practicable.

You will normally be given a form from the court asking for confirmation of your normal salary, which should be completed by the Company.

Public duties

The Company will allow reasonable time off without pay for designated public duties, such as a Justice of the Peace.

4. General information

Insurance whilst on Company business

The Company's employers' liability insurance covers all employees for injury or death from an incident whilst working for the Company. This is only payable when the Company is found to have been negligent in its role as an employer.

Damage or loss to personal property

Compensation for damage to or loss of personal possessions will only be considered if the Company can be held to have been negligent. All damage or loss should be reported to your Line Manager immediately. Where there is evidence that the accident or loss occurred through lack of care on your part, compensation will not normally be paid and you should check whether a claim could be made on your personal insurance policy to cover such circumstances.

You are advised not to leave any personal possessions or valuables unattended on the premises.

Company property

Employees are required to exercise care in handling company property. Damage to either the Company's property or private property on Company premises by misuse or neglect may result in disciplinary action being taken. Employees must not remove documents from the Company's premises without first obtaining written authorisation from the Company.

On the termination of your employment for whatever reason, you must return all Company property in your possession or for which you have responsibility. Failure to return all such items will result in the cost of the unreturned items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

Return of company property

On the termination of your employment for whatever reason, you must return all Company property in your possession or for which you have responsibility. This includes all Company physical documents, electronic media, records, equipment, confidential information as referenced in the Confidentiality clause of your contract of employment, and any other property of the Company of any nature and you will not, without the written consent of the Chief Executive, retain these or any copies. Failure to return all such items will result in the cost of the unreturned items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

Change of address or personal circumstances

You must always advise the Company, in writing, when you have a change in personal circumstances that will affect your personnel record. Particular examples include details of your address, telephone number, emergency contact, bank details and any qualifications.

You must make the Company aware if you wish to take additional employment. In order to work more than an average of 48 hours in a week, you must sign an individual waiver form.

Health and Safety

From the point of view of safety and appearance, work areas must be kept clean and tidy at all times.

You are required to take reasonable care of your own well-being and that of all other employees. The relevant health and safety notices are posted around the premises and you are expected to be familiar with their requirements.

If you have an accident or injury at work you must enter the incident in the Accident Log. The date, time and nature of the incident should be entered and whether it was witnessed.

All employees must comply with the requirements of the Company Safety Policy, employees who fail to observe the requirements of the safety policy and endanger their self or other people will be liable for disciplinary action.

Personal protective clothing will be provided by the company and is issued for your protection. Protective equipment must be worn at all appropriate times. A failure to do so would contravene the Company Safety Policy and legislation and may result in disciplinary action.

Mental health and well-being

The Company values the health and well-being of all its employees. When the stresses of home or work life begin to have an impact on someone's mental health, it's vital that they feel supported. Promoting and protecting the mental wellbeing of the workforce is important for individuals' physical health, social well-being, and productivity.

The Company actively encourages employees to be open and honest about their mental health and well-being. If you feel you require any support, please speak to your Manager.

Everyone should remember to support each other. If you feel a colleague would benefit from support, speak to your Manager.

Pay

At the relevant payment interval you will receive a payslip giving details of all payments and deductions e.g. gross pay, income tax, national insurance, etc.

If you are overpaid for any reason you are required to notify the person who pays the wages. The amount of overpayment will normally be deducted from the following payment but if this would cause hardship, alternative arrangements to repay may be made. Any failure to report an overpayment may result in disciplinary action.

In compliance with the law, you will receive a P60 each year detailing earnings and payment of income tax and National Insurance. This document should be kept in a safe place.

5. Company facilities and amenities

Unless specified to the contrary in your Contract of Employment, the benefits and facilities in this section are discretionary and may be withdrawn or altered by the Company at any time.

Food and drink facilities

These facilities are provided for the convenience of all employees. Please ensure that all facilities are left in a clean and tidy condition after use. Care must be taken when using hot/electrical equipment and you must adhere to all health and safety rules concerning their use.

Please note that for health and safety reasons personal portable electrical appliances must not be brought onto the premises.

Car parking

The Company [does/does not] not provide any car parking facilities and does not accept liability for any damage or fines imposed on employee vehicles.

6. Company procedures

Disciplinary procedure:

Purpose

The Company firmly believes that the fairest way to resolve any problems relating to conduct or performance is to have a well-structured disciplinary procedure. The procedure is designed to help and encourage all employees to achieve and maintain the Company's standards of conduct, attendance and performance and should be looked upon as a corrective process.

Please read the following principles and procedures carefully as they form an important part of your terms and conditions of employment:

Principles

Apart from an informal verbal warning, you have the following rights in relation to disciplinary action:

- To be informed of the allegations of misconduct or poor performance to be addressed at any disciplinary hearing,
- To be accompanied by a work colleague or by an accredited trade union official,
- To appeal against any disciplinary action.

Formal verbal warning

In the case of conduct, attendance or performance not reaching the required standard, the problem will be discussed with you at a disciplinary hearing where you will be given the opportunity to offer a satisfactory explanation. If the explanation is unsatisfactory, you will be issued with a formal verbal warning. The topics discussed at the meeting will be confirmed in writing to you and the verbal warning will remain on your file for six months.

Written warning

A written warning will be issued following a disciplinary hearing where there is a current formal verbal warning on your file and sufficient improvement has not been made or where the misconduct or poor performance is serious enough to warrant the Company bypassing the formal verbal warning stage. A written warning will remain on file for 12 months.

If the misconduct is sufficiently serious to warrant only one warning but is not sufficiently serious to justify dismissal, a final written warning will be issued. You will be informed in your final written warning that any further misconduct or failure to meet the required standard may result in your dismissal.

Dismissal will normally result if you still fail to achieve the standard of conduct or performance required by the Company. You will be given every opportunity to offer an explanation for your failure to meet the required standards at a final disciplinary hearing. As with all previous stages of the disciplinary procedure you will be offered the right to be accompanied and the right to appeal against the decision.

If you are dismissed, you will be provided, as soon as is reasonably practicable, with the reasons for dismissal, the date on which your employment will terminate and details of how you may appeal.

The procedure

Stage 1

An employee who has a grievance in respect of his or her employment may, in the first instance, raise the matter informally with his or her manager.

Stage 2

If the employee is dissatisfied with the response from his or her manager, or does not want to raise the matter informally, then the employee should put details of the grievance in writing. This must be put to a manager or director of the company and include full details of the grievance.

Stage 3

The employer shall, within a reasonable time, arrange a meeting with the employee so that the grievance can be discussed and the employer shall write to the employee with his decision regarding the grievance.

Stage 4

If the employee is dissatisfied with the decision of the employer, then the employee may write to the employer within 7 days of receipt of the employer's written decision explaining why he or she is dissatisfied and request an appeal.

Stage 5

Where an employee requests an appeal, under stage 4 above, then the employer shall, within a reasonable time, arrange another meeting with the employee so the matter can be further discussed. The appeal should be dealt with by a senior manager/director employed by the employer who has not been previously involved in the matter. The employer's decision shall be final and the employee shall be notified of this in writing.

There shall be no stoppage of work, either partial or general, including a 'go-slow', restriction of hours worked, strike, lock out or any other kind of disruption or restriction in output or departure from normal working, in relation to any grievance.

Dismissal

Dismissal will normally result if you still fail to achieve the standard of conduct or performance required by the Company. You will be given every opportunity to offer an explanation for your failure to meet the required standards at a final disciplinary hearing. As with all previous stages of the disciplinary procedure you will be offered the right to be accompanied and the right to appeal against the decision.

If you are dismissed, you will be provided, as soon as is reasonably practicable, with the reasons for dismissal, the date on which your employment will terminate and details of how you may appeal. In exceptional circumstances, the Company reserves the right to suspend you where we consider it necessary. If you are suspended, you will receive your normal rate of pay.

General

You will always be given as much information as possible regarding the allegations of misconduct, or any documentation detailing the shortfall in performance or capability that will form the basis of the disciplinary hearing. You will also be given fair and reasonable notice of the date and time of the hearing and whenever possible the disciplinary hearing will be held during your normal working hours.

Any disciplinary action will only be taken after a full investigation of the facts, and if it is necessary to suspend you for this period of time, you will receive your normal rate of pay.

The Company reserves the right to vary the disciplinary procedure dependent on either the seriousness of the allegations of misconduct or capability to be addressed, or if you only have a short amount of service. It also reserves the right to call on a third party to assist with the disciplinary process.

If you are a short service employee or are still within the probationary period, you may not be issued with any warnings before dismissal. The Company reserves the right to deduct from pay the cost of any damage or loss to property or goods, which after a disciplinary hearing was found to have been caused by your negligence or vandalism.

Conduct covered:

Conduct at work

The Company expects all employees to behave in a normal and reasonable manner. The following list provides examples of the type of conduct that the Company would expect:

- To be punctual for the start of work and to keep within the break times.
- To give regular attendance at work and to minimise all absenteeism.
- To be courteous, helpful and polite to all those with whom you have contact.
- To devote all your time and attention, whilst at work, to the company and ensure that all its property including confidential information, records, equipment, information technology, etc., is kept safe and used correctly. You should raise with your Line Manager any issues that maybe affecting your performance at work.
- To comply with all the company rules and regulations and to observe and perform all the terms of your employment as set out or referred to in your Contract of Employment.
- Employees are to ensure they have no conflicts of interest regarding competitors with the Company.
- Not to be under the influence of alcohol or other stimulants or drugs during working hours to the extent that personal competence and ability is impaired.
- To be found to be in serious breach of the company safety policy rules or regulations.

Conduct outside working hours

Normally the Company has no jurisdiction over employee activity outside working hours. Behaviour outside working hours will only become an issue if the activities adversely affect the Company.

Adverse publicity, bringing the Company name into disrepute, or actions that result in loss of faith in the Company, resulting in loss of business, or loss of faith in the integrity of the individual, will result in the disciplinary procedure being instigated.

The detriment suffered by the Company will determine the level of misconduct and it will also determine which disciplinary stage is most appropriate to suit the circumstances.

If the actions cause extreme embarrassment or serious damage to the Company's reputation or image, a decision may be taken to terminate the employment.

The Company's procedures covering disciplinary hearings and appeals still apply.

Company Social Activities

If you attend a Company social activity, you are responsible for your own actions, behaviour and conduct. The Company accepts no liability whether vicariously or otherwise for actions contrary to the explicit and implied expectations of professional behaviour. The Company reserves the right to take disciplinary action for inappropriate behaviour or conduct at Company social events in or outside working hours.

Gross misconduct

Gross misconduct will result in summary dismissal, which means you lose your right to notice or pay in lieu of notice. Here is a list of offences that are normally regarded as "gross misconduct". It is not exhaustive, but it describes the kind of offence that can result in summary dismissal.

- Deliberate failure to comply with the published rules of the Company, including those covering cash handling, security, health and safety, equal opportunities, the Internet, etc.
- Deliberate falsification of records.
- The committing of offences against current discrimination legislation whilst acting on behalf of the Company.
- Fighting or assaulting another person.
- Using threatening or offensive language towards members or other employees or workers.
- Bringing any item which could be classed as a weapon onto the work premises, including any item that has a blade or point or any firearm unless for work related reasons.
- Your work performance becoming affected through: your consumption of alcohol, taking drugs and/or illegal substances, substance misuse (e.g. solvent abuse); you taking legal highs and/or psychoactive drugs and/or drugs covered by the Misuse of Drugs Act 1971 ('controlled drugs') when these are not prescribed; or your failure to follow medical instructions on prescribed medication.
- Possession of alcohol with the intention to consume at work, or the illegal use, dispensing, distribution, possession, sale or offer to buy any drugs at work, which includes controlled drugs, 'legal highs' or substances such as solvents where it is known, or could reasonably be known, to be for use as a means of achieving an altered state of mind or consciousness.
- Being in unauthorised possession of company property.
- Being in possession of illegal drugs and substances or alcohol whilst on company premises.
- Obscene behaviour.

- Behaviour likely to bring the company into disrepute.
- Wilful and deliberate damage to or misuse of company property.
- Refusal to carry out reasonable duties or instructions.
- Conviction on a criminal charge that is relevant to your employment with the company.
- The misuse including use for personal gain, of confidential information in the course of working for the company.
- Undertaking private work on the premises without permission.

Disciplinary appeal procedure

At each stage of the disciplinary procedure, you will be given the right of appeal. If you wish to exercise your right of appeal, you should put your reasons in writing to the [insert] within five days of receiving written confirmation of the disciplinary decision taken against you. You will need to explain why you feel the decision is unfair, or inappropriate in relation to the matters addressed at the disciplinary hearing.

If you have any new information or evidence to support your appeal, please give details in full and include the names of any witnesses you may wish to call to support you in your appeal. This is in order that there will be sufficient time to investigate any additional information before the appeal hearing. You are entitled to be accompanied at the appeal hearing by a work colleague or by an accredited trade union official.

Although the purpose of the appeal is to review any disciplinary penalty imposed, it cannot increase the disciplinary penalty.

The decision of the person dealing with your appeal is final.

Grievance procedure

A grievance procedure is quite simply a way for all employees to discuss any problems, or air their views on any dissatisfaction that relates to their work. An informal

discussion can often resolve matters, but if you wish to raise the grievance formally, it should be done in the following way.

Submit your formal written grievance to [Line Manager/Director/MD] who will make every effort to hear your grievance within five working days. If you feel that you need help in putting your point of view across, you may ask a work colleague or an accredited trade union official to be present to help you explain the issue you are raising.

If you are not satisfied with the outcome of your meeting, tell the person who dealt with your grievance that you wish to take the matter further and intend to appeal against the outcome.

Submit your formal written appeal to the [Line Manager/Director/MD] within five days of receiving written confirmation of the grievance decision, including an explanation of why you are dissatisfied with the original decision. Every effort will be made to hear your appeal within five working days and you may ask a work colleague or an accredited trade union official to be present to help you. Although the Company will always be willing to try to resolve your grievance as amicably as possible, a decision reached at the appeal stage is final.

Please note that the Company reserves the right to call on a third party to assist in resolving grievances.

Public interest disclosures

Employees and workers who make public disclosures, generally about wrong doings in the workplace, are commonly referred to as “whistleblowers”. Under certain circumstances “whistleblowers” are protected under legislation for disclosing information that is known as “qualifying”. A qualifying disclosure must relate to:

- committing a criminal offence,
- failing to comply with a legal obligation,
- a miscarriage of justice,
- endangering the health and safety of an individual,
- environmental damage,
- concealing any information relating to the above.

All employees are legally protected if they make a qualifying disclosure relating to any of the above points. Anyone wishing to make a disclosure is strongly recommended to raise the issue with the Chief Executive in the first instance so that, where appropriate, there is an opportunity to address the area of concern.

Where an employee wishes to make a disclosure that concerns a matter that cannot be dealt with through the above procedure, it should be raised with *Protect*, an independent whistleblowing charity, on 0203 117 2520.

The Company is committed to good practice and high standards and to being supportive to staff who raise genuine concerns, even if they turn out to be mistaken. However, to ensure the protection of all our staff, those who raise a concern frivolously, maliciously and/or for personal gain and/or make an allegation they do not reasonably believe to be true will also be liable to disciplinary action.

Claiming and accounting for expenses

If you incur or anticipate incurring legitimate expenses on the Company's behalf there are various methods of reimbursement and/or advance funding. Claims can only be made for expenses incurred wholly in respect of business purposes.

Expense claim forms

All expenses must be claimed for in detail and backed up by VAT receipts for the relevant items. Claim forms including VAT receipts must be submitted to **[Finance/insert]** by the **[insert date]** of the month or they will be paid in the following month.

You are required to submit your expenses in a timely manner and on a monthly basis. If you persistently submit claims late and allow your expenses to accumulate without good reason, the Company reserves the right to not reimburse your expenses.

Company credit and fuel cards **[Delete if this is not relevant]**

If you are issued with a Company credit or fuel card all expenditure must be accounted for.

Company cards must not be used for personal expenditure.

Travel

Rail/bus/Taxi fares

Employees should ensure that the most economical class of travel is used. In general this will be a second class return although employees are expected to investigate the possibility that day return tickets or “savers” may be available at lower cost. It is an expectation that employees will take public transport rather than taxis wherever possible.

If employees are required to attend a business meeting on Monday and in order to arrive on time need to travel on the weekend, approval must be sought by the [MD/Director/Line Manager] prior to any travel (or accommodation bookings) being made.

Private mileage

Employees who use their own private cars on Company business must seek prior authority to do so from their manager. Employees’ must ensure that their insurance cover extends to business use and the insurer should, if necessary, be asked to endorse the certificate to confirm that driving in the performance of the employer’s business is covered by the insurance policy. A copy of the current certificate must be provided to the expense authorising manager before any claim for the reimbursement of associated expenses may be processed.

For employees who use their own car for Company business, you will be paid the standard HMRC rate which is currently:

- 0.45p for the first 10,000 miles and 0.25p thereafter

If you have a car allowance your mileage allowance is [insert 0.00p] per mile.

Hotel accommodation

Where employees are required to stay overnight while travelling on business, hotel accommodation should be arranged at a reasonable cost. Employees should make every attempt to obtain value for money when booking a hotel.

Hotel accommodation should be no more than [£insert] per night for London and no more than [£insert] for outside London unless approved by the [Line Manager/Director/MD].

Insert details of how hotel accommodation is claimed.

Subsistence [Delete if this is not relevant]

Lunch

Employees who have a permanent workplace, may claim up to [£insert] with appropriate receipts in respect of each day on which they purchase a meal while away from both home and the permanent workplace and provided the employee is more than [insert miles] miles away from each and absent from each for a period for more than 5 hours spanning the normal lunchtime.

Dinner

Employees who have a permanent workplace, may claim up to [£insert] with appropriate receipts in respect of each day on which they purchase meals while away from both home and the permanent workplace and are more than [insert miles] miles away from each and absent from each for a period for more than 10 hours spanning the normal meal times.

Rights of search

The Company has a contractual right of search in order to combat misappropriation of Company property, stock losses, or if the Company genuinely believes that drugs or any illegal substances are on the premises. The right of search is to address problems relating to the above issues.

Under the rights of search procedure the Company may carry out random checks on the identity, person, and property, including vehicles of employees at any time whilst they are on Company premises or business. It is understood that such checks in themselves do not imply suspicion in relation to the individual concerned.

You may be asked to remove the contents of your pockets, bags, vehicle, etc., and you will have the right to be accompanied by a third party who is on the premises at the time of search.

If a personal search is deemed to be necessary, you will be entitled to be searched by a member of the same sex.

Any refusal will be regarded as a refusal to carry out a reasonable instruction and will normally result in dismissal.

The Company reserves the right to call the police for assistance at any stage.

Use of private vehicles on Company business

The use of your own vehicle for Company business requires authorisation. Once authorised, you may claim a mileage allowance providing the Company has agreed the travel in advance.

You must have a valid licence to drive the vehicle and you are responsible for ensuring that your vehicle is in a roadworthy condition, with a valid MOT certificate (if applicable) and current vehicle tax, and that you have adequate insurance cover in place before undertaking any business travel. The Company will not accept any liability in the event of an accident, prosecution or fine.

7. Company policies

Equality, Diversity and Inclusion policy

The Company is fully committed to providing equal opportunities for all employees, workers and job applicants. The Company aims to create a culture that encourages and values diversity and that appoints, rewards and promotes staff based on merit.

It is unlawful to discriminate against any employee, worker or job applicant because of any “protected characteristic”, namely age, disability, gender reassignment, marriage or civil partnership status, pregnancy and maternity, race (including colour, nationality and ethnic or national origin), religion or belief, sex or sexual orientation.

The aim of the policy is to ensure no job applicant or employee is discriminated against either directly or indirectly on any unlawful grounds.

The Company has overall responsibility for ensuring that this policy is implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.

The Company will ensure that the policy is circulated to any agencies responsible for its recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.

The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.

The Company will maintain a neutral working environment in which no worker feels under threat or intimidated.

Discrimination is unacceptable and breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.

Recruitment, selection and career development

The Company will endeavour, through appropriate training, to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.

Promotion and career development will be made on merit. If you have any specific needs, the Company will accommodate and support you as far as practicable. All decisions relating to this will be made within the overall framework and principles of this policy.

Job descriptions, where used, will be in line with this equality, diversity and inclusion policy. Job requirements will be reflected accurately in any person specifications. The Company will adopt a consistent, non-discriminatory approach to the advertising of vacancies.

All applicants who apply for jobs with the Company will receive fair treatment and will be considered solely on their ability to do the job.

All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.

Short listing and interviewing will be carried out by more than one person where possible.

Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.

The Company will not reject any applicant because they are unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

Dignity at work and respect policy

The Company upholds a zero-tolerance stance on bullying, harassment, and victimisation, aiming to ensure a respectful, inclusive workplace for all employees. This policy applies to all work situations, including social events and social media interactions among colleagues.

Bullying: Defined as offensive or intimidating behaviour, including threats, unfair demands, constant criticism, and exclusion.

Harassment: Unwanted conduct related to protected characteristics (age, disability, gender reassignment, race, religion, sex, and sexual orientation) that creates a hostile environment. Sexual harassment and harassment by third parties (e.g., visitors) are also included.

Victimisation: Treating someone unfairly due to their involvement in raising or supporting a complaint under the Equality Act 2010.

Procedure

If you encounter a problem of this nature, it is vital that you make the person responsible aware that his/her remarks or conduct are offensive to you. This should be done in a simple, straightforward way.

It is recognised that complaints of harassment or bullying are often of a sensitive or worrying nature and that it may be difficult to speak directly to the other employee involved. If this is the case, you should put your request in writing and hand it to the harasser or bully.

When or if the informal approach fails or if you believe that the harassment or bullying is of a very serious nature you must bring the matter to the attention of the [MD/Director/Line Manager]. If possible, you should keep notes of the harassment or bullying so that the formal complaint can be investigated, including the date, time and whereabouts of the act.

If you make a formal complaint it will be dealt with under the grievance procedure and all possible actions will be taken to separate you from the alleged harasser or bully.

If you bring a complaint of harassment or bullying you will not be victimised for having brought the complaint. However, following a full investigation, if the Company has grounds to believe that the complaint was brought with malicious intent, you will be subject to disciplinary action under the Company's disciplinary procedure.

The Company's appeal procedures apply to appeals against decisions made under the equal opportunities and discrimination policy and the harassment policy.

Anti-bribery policy

Introduction

The Company values its reputation for ethical behaviour and for financial probity and reliability. It recognises that over and above the commission of any crime, any involvement in bribery will also reflect adversely on its image and reputation. Its aim therefore is to limit its exposure to bribery by:

- Setting out a clear anti-bribery policy,
- Establishing and implementing anti-bribery procedures as appropriate,
- Communicating this policy and any relevant procedures to employees and to others who will perform services for the company,
- Undertaking appropriate due diligence measures before engaging others to represent the company in its business dealings,
- Monitoring and reviewing the risks and the effectiveness of any anti-bribery procedures that are in place.

Policy

The Company prohibits the offering, giving, solicitation or acceptance of any bribe (whether cash or other inducement):

- To or from any person or company (wherever they are situated and whether they are a public official or body or private person or company),
- By any individual employee, agent or other person or body acting on behalf of the company,
- In order to gain any commercial, contractual or regulatory advantage for the company in a way that is unethical,

- Or in order to gain any personal advantage (pecuniary or otherwise) for the individual or anyone connected with the individual.

This policy prohibits any inducement that results in a personal gain or advantage to the recipient or any person or body associated with them, and which is intended to influence them to take action that may not be solely in the interests of the Company or of the person or body employing them or whom they represent.

This policy is not meant to prohibit normal and appropriate hospitality or the giving of a gift on a festival or at another special time, providing they are customary in a particular market, are proportionate and are properly recorded.

Inevitably, decisions as to what is acceptable may not always be easy. If you are in any doubt as to whether a potential act constitutes bribery, the matter should be referred to the [Line Manager/Director/MD] before proceeding.

Employees' responsibility

The prevention, detection and reporting of bribery is the responsibility of all employees and the Company is committed to:

- Encouraging employees to be vigilant and to report any suspicion of bribery,
- Providing employees with suitable channels of communication and ensuring that sensitive information is treated appropriately,
- Investigating instances of alleged bribery and assisting the police and other appropriate authorities in any resultant prosecution,
- Taking disciplinary action against any individual(s) involved in bribery.

Any suspicion of bribery should be reported in confidence to the [MD/Director/Line Manager] who has overall responsibility for bribery prevention.

Communication and representation policy

Introduction

The Company will take every step to communicate to all employees with particular respect to its products, services, and plans for the future, etc. It also encourages employees to express their views in terms of suggestions and opinions.

The Employee Handbook

All employees will be given a copy of this handbook or advised where it can be accessed electronically at the beginning of their employment with the Company. After that time a copy will always be available on the premises.

Team meetings [Delete if not relevant]

The Company holds regular team meetings. These are designed to feed information down throughout the Company and to give employees the opportunity to send views back up through the same system.

Because of the importance the Company places on these meetings, all invited employees are expected to make their attendance a high priority. The Company requests that you do not take holiday at the date of a team meetings. Remove if this is not relevant to your company.

Trade Union membership and recognition

The Company recognises your right either to join or not to join a trade union of your choice.

The Company has no recognition agreement with any union and as a result no paid union officials will be allowed on the premises except for the purpose of representation at a disciplinary or individual grievance meeting or any associated appeal meeting.

Postal mail

All posted mail delivered to the Company is normally opened centrally even if it is addressed as personal or has confidentiality marking. Therefore, no personal mail should be sent to the Company without permission (e.g. 'signed for' parcels) or personal mail sent out using the Company's system.

Computers, telephones (including mobile phones)

Computers, telephones or mobile phones owned by the Company, may not be operated for personal use. This includes use of e-mail, the internet or telephone calls without the express permission of your immediate supervisor. To protect the system from any form of virus, no software (including screen savers, computer games etc.) may be installed unless provided by the company. Failure to comply may render the employee liable to instant dismissal as an act of gross misconduct.

The company reserves the right to monitor the use of such equipment including e-mails.

Guidelines to the use of personal and company mobile phones:

- Personal mobile phones are allowed to be used during employees own time. 'own time' relates to lunch/ coffee/ tea breaks and to or from external locations.
- Employees are allowed to use their personal mobiles in cases of emergencies as long as the usage is in moderation.
- The company is not responsible for any personal property, including mobile phones you bring into the office / workshop. You should not leave any valuables unattended and if you find any lost property, you should hand it in to the personnel department / office.
- Where company mobiles are provided, employees are expected to treat items with due care and diligence. Do not leave the device unattended. Any devices left on display will be vulnerable to theft and/or data compromise.
- In the event of loss or theft of a company mobile you should report the theft to the police and obtain a crime reference number, then inform your line manager.

- Whilst travelling on company business, staff are reminded that using a hand-held mobile telephone while at the wheel is illegal. As your employer we could also be liable if you use either a company or personal hand-held phone while driving.
- Employees using company mobiles for personal use are expected to provide a full record of all use.
- You are not permitted to take your company mobile phone abroad without prior permission from your line manager. You must not use your mobile abroad for personal use.
- The company forbids the use of the company mobile for inappropriate activities including premium rate chat lines, gaming, and pornography or streaming movies.
- The company forbids the payment and use of, or subscription to, premium mobile services. This includes the downloading or forwarding of ring tones, wallpapers, videos and mobile-tv (this is not a definitive list).

Using a handheld mobile phone when driving is illegal. **Insert the Company's stance on the use of mobile phones in vehicles.**

Guidelines to the use of personal and company computers:

- The Company will not tolerate any employee using Company computers for any purpose other than business use. No one may use any private software on the system. This is necessary to ensure no viruses contaminate the business systems.
- You must keep your passwords confidential and must not disclose them to any other party.
- You are not permitted to load any software on to the Company's IT systems or equipment without Management's prior permission.
- On the termination of your employment, or at the Company's request, you must return all information that you have in a computer compatible format to a nominated member of staff.
- All information, programs and systems created during the course of their employment with the Company will remain the property of the Company.

- You are not permitted to play games in Company time or on Company equipment at any time.

The Company may give you access to an email facility in order to improve business communication and efficiency. This is the primary purpose of this facility and although personal emails are permitted, the primary purpose of this facility should be remembered. The Company asks that you do not abuse the facility.

With this in mind, it is important that emails are not used to spread gossip or to distribute information, jokes or graphics that are or could be said to be, any of the following:

- sexist or sexual in nature,
- racist or otherwise discriminatory,
- obscene,
- offensive,
- defamatory,
- malicious and/or unacceptable nature,
- otherwise conflicting with the interests of the Company.

The distribution of chain letters by email is also expressly forbidden.

You must not use emails to distribute information that is confidential in nature, unless the permission of the customer and/or Management has been given in advance. You must not use emails to distribute anything that is copyright protected or to pursue or promote personal business interests. If in doubt, guidance should be sought from Management.

Messages sent by email could give rise to legal action against the Company. It is therefore important that thought is given to the content of all emails.

The Company reserves the right to retrieve messages in order to assess whether the facility is being used for legitimate purposes, to retrieve information following suspected computer failure or to investigate alleged acts of wrongdoing. The Company will not, however, monitor emails as a matter of course.

Misuse of the email facility will result in disciplinary action.

The internet and social media policy

In order for employees to undertake their work, the organisation provides access to the internet for online activities and this policy covers all those activities. No employee may use this facility for any personal reasons, including downloading or streaming from the Internet to computers or mobile devices without the permission of the Company. You have a duty to use the internet and social media responsibly.

The use of social networking sites for personal purposes during working time or on Company terminals or laptops is not permitted and is a breach of Company rules.

Employees using social networking sites away from work must ensure that, if adding personal news items, they do not include reference to the Company by name or by photograph, or to any employee, client, customer or any other person or organisation connected with the Company, or any of their relations or friends. Failure to comply with this policy will be treated as a serious breach of the rules and will result in disciplinary action being taken, up to and including summary dismissal.

Any use of social networking sites that brings the Company into disrepute, or breaches the equal opportunities and discrimination policy or harassment policy, will be regarded as gross misconduct and will result in summary dismissal.

This policy aims to provide managers and employees with information concerning the use of, or the development of any social media application, and to help them get the best out of the tools available whilst maintaining a safe professional environment and protecting themselves, as well as the organisation.

The widespread availability and use of social networking applications bring opportunities to engage and communicate with audiences in new ways. However, these networks are simply additional channels of communication and, as with traditional channels, it is important to balance their use with our responsibility to our members, our partners, our reputation and to each other.

Social networking activities include, but are not limited to, blogging, discussion forums, newsgroups, collaborative workspaces, media sharing services and micro-blogging. Examples of sites and services include, but are not limited to, Facebook, Flickr, LinkedIn and Twitter.

Some services allow members to write recommendations or referrals for their contacts. Employees should not make any reference to the organisation, its members, partners or stakeholders without their express permission.

Outside the workplace, information that you publish online should never be attributed to the organisation and should not appear to be endorsed by the organisation. If you choose to list your work affiliation on a social network, then you should regard all communication on that network as you would in a professional network.

Employees should only use social media tools for business activities once they have received appropriate training and understand how they work. Employees should think before they click, tweet or post any messages either online or on e-mail.

Employees should only use the organisation's social networking account, and associated email addresses, for business activities.

Any communications that employees make in a professional capacity through social media must not:

- Breach confidentiality, for example by revealing confidential intellectual property or information owned by the organisation.
- Do anything that could be considered discriminatory against, or bullying or harassment of, any individual, for example by making offensive or derogatory comments.
- Bring the organisation into disrepute, for example by making defamatory comments about individuals or other organisations.
- Breach copyright, for example by failing to give acknowledgement where permission has been given to reproduce something.

Employees must comply with all policies relating to confidential information and trade secrets.

Access to social networking for personal activity is restricted to lunch breaks and before and after the working day.

Employees should be aware that there is a reduced expectation of privacy with regard to material posted online. This material can become public with or without your consent and online activity may create records which the courts can order to be disclosed for use in litigation. In the event of an investigation, employees will be assumed to have written any contentious items unless they can prove definitively that they have not done so by demonstrating, for example, that there was unauthorised access to an account.

All employees are required to adhere to this policy. Employees should be aware that use of social media in a way that may be deemed as deliberate or inadvertent misuse which could be a breach of this policy, may lead to disciplinary action. Serious breaches of this policy, for example incidents of bullying of colleagues or social media activity causing serious damage to the organisation, may constitute gross misconduct and may lead to action under the disciplinary procedure up to and including dismissal.

Employee data

We hold personal data on all our employees to meet legal obligations and to perform vital internal functions. Our employee data privacy notice details the personal data we may retain, process and share with third parties relating to your employment and vital business operations. We are committed to ensuring that your information is secure, accurate and relevant. To prevent unauthorised access or disclosure, we have implemented suitable physical, electronic, and managerial procedures to safeguard and secure personal data we hold.

We retain employee data for as long as it is required for the purpose for which it was originally obtained or for compliance with audit or other legislative requirements whichever is longer. In many cases this will be for a period of six years plus one month following the end of your employment with us or the end of the calendar year. Some records may be kept for longer than this to comply with Health and Safety at Work or other legislation, or for other legislative or legal reasons.

If you would like to see a copy of our employee data privacy notice, please contact the [Line Manger/Director/HR Department/MD].

Training Policy

Introduction

Day to day training is the responsibility of [Insert] who can call on specialised skills and knowledge within the Company and from external sources for advice on training matters.

Aims

The aims of the policy are:

- To provide induction training for all new employees, including relevant health and safety information.
- To provide job specific training to all new employees and to existing employees who are changing job within the Company, including health and safety information.
- To identify the longer-term development needs of those employees with potential to progress beyond their present job and to meet those needs when they are consistent with the needs of the Company.

Procedures

The procedures for training are:

- A record will be kept for each employee showing the training received.
- The training records will be monitored on a regular basis and the needs checked.
- All training programmes will be monitored and revised as necessary in order to meet changing business needs.

Lay off/short time working

If a situation arises where there is a reduction of work, or there is any other occurrence that affects the normal running of the business, the Company has a right to either lay off without pay other than Statutory Guarantee Pay or implement shorter working hours. This procedure is in line with your terms and conditions of employment.

The Company also reserves the right to select the employees best suited to carry out whatever work is available.

Employees will be offered alternative work wherever possible.

Employees who are laid off must still be available for work as and when necessary since continuity of service is not affected by any period of lay off.

The Company will pay Statutory Guarantee Pay in accordance with the current government regulations.

Any employee who is laid off for longer than the Statutory Guarantee Pay period will be given a letter to take to the relevant government agency. Employees should then be able to sign on as temporarily unemployed, even though they will still be employed by the Company.

Redundancy policy

It is the **ADD COMPANY NAME** wish that cases of potential redundancies are handled in a sensitive manner reducing, as far as possible, the hardship to those directly affected. We will try to limit the uncertainty caused among employees and endeavour to maintain staff morale by creating a positive and supportive climate.

If a redundancy situation arises, for whatever reason, the Company will take whatever steps are reasonable in an effort to avoid compulsory redundancies, for example:

- Analyse overtime requirement.

- Reduce hours.
- Lay off with Statutory Guarantee Pay.
- Ask for voluntary redundancies, whether anyone has plans to retire or is considering a career move.

If compulsory redundancies are necessary, employees will be involved and consulted at various meetings to discuss selection criteria, any alternative positions, and be given every opportunity to put forward any views of their own.

Employees will be given the opportunity to discuss the selection criteria drawn up. The Company reserves the right to reject any voluntary applications for redundancy if it believes that the volunteer has skills and experience that need to be retained for the future viability of the business.

Drugs and alcohol policy

The Company is committed to maintaining a healthy, safe and productive working environment for its employees. The Company recognises the impact that drugs and alcohol may have on an individual's ability to work safely and correctly and aims to ensure a working environment free from the inappropriate use of substances and where employees are able to carry out their duties in a safe and efficient manner.

If you are concerned that you or any of your colleagues are misusing drugs, medication and/or are excessively consuming alcohol, you are encouraged to speak to your Line Manager as soon as possible.

If you are prescribed medication by your doctor you must immediately discuss this with your Line Manager and provide confirmation from your doctor as to any possible side effects if:

- such medication may affect your ability to carry out your duties and/or drive; and/or
- such medication is covered by the Misuse of Drugs Act 1971.

This will apply whether or not there is any actual threat to health and safety.

Standards of behaviour

- The consumption of alcohol by employees is inappropriate at any time during working time except in a genuine case of client and/or customer entertaining.
- The consumption of alcohol by employees is inappropriate at any time before work or during any breaks whenever their work performance might be affected by such consumption.
- The use of:
 - substances covered by the Misuse of Drugs Act 1971 (referred to as 'controlled drugs');
 - solvents and/or any other similar substances as a means of achieving an altered state of mind or consciousness; and
 - 'legal highs', psychoactive drugs and new psychoactive substances (even where these may not be banned under the Misuse of Drugs Act 1971);

by employees is inappropriate:

- at any time during working time or during any breaks; and/or
- before work whenever their work performance might be affected by such use.

The misuse by employees of medication is inappropriate if their work performance might be affected by such misuse.

Illegal dispensing, distributing, possessing, using, selling or offering to buy any drugs at work by any employee is prohibited. This includes controlled drugs, 'legal highs' or substances such as solvents where it is known, or could reasonably be known, to be for use as a means of achieving an altered state of mind or consciousness. Any such activity (including reasonable suspicion of it) on Company premises will be reported immediately to the police.

If you are found to be in breach of the rules in this section you will be liable to dismissal on the grounds of gross misconduct under the Company's disciplinary procedures.

For the avoidance of doubt, using a controlled drug prescribed by a doctor shall not be treated as gross misconduct. However, you must comply with the notification requirements above and the requirements of any relevant risk assessment and failure to do so could result in disciplinary proceedings being brought against you.

Examination and testing

If the Company suspects that there has been a breach of the above provisions, or suspects that an employee's work performance or conduct has been affected through drug or alcohol use, the Company may at its discretion require the employee to undergo a medical examination to determine the cause of the problem.

To assist in the effective implementation of this policy, the Company also reserves the right to have drug or alcohol testing carried out at its discretion on any employee or employees. The reasons the Company may choose to conduct such testing include, but are not limited to the list below:

- Where there is a suspicion on the part of a manager that drugs and/or alcohol may have been used by an employee and their work performance is affected by such use.
- Following a criminal conviction which relates to drugs or alcohol including activities which have taken place outside of the workplace.
- Following an accident in a Company vehicle or a vehicle in working time.
- Following any accident or near miss in working time.
- Following an incident resulting in damage to Company property.

Following a report from a member of the public of dangerous driving in a Company vehicle.

The Company also reserves the right to carry out random drug or alcohol testing of any employees at its discretion.

Such tests can be administered by a third party instructed by the employer or by an employee within the Company and could include (but not limited to) using a standard breathalyser, oral fluid device or a urine test.

If you are required to undergo testing, you will be expected to sign a written consent to be tested. Failure to give consent, or refusal to supply a required sample, including what is deemed to be an unreasonable failure to provide a sample as required, will be deemed to be a failure to comply with a reasonable management instruction and will normally be treated as gross misconduct, entitling the Company to take disciplinary action.

Smoking policy

It is illegal to smoke in enclosed or substantially enclosed workplaces and the Company has a policy that prohibits smoking except in the designated outside areas. Smoking in commercial and 'pool' vehicles is expressly prohibited. This policy applies to all employees and to visitors to the premises.

Failure to comply with this policy will result in disciplinary action and possible criminal prosecution.

This policy also applies to the use of e-cigarettes.

Dress code policy

Employees represent the Company whenever they meet customers and suppliers and we would ask that employees' appearance should be appropriate at all times.

Employees who have been given a uniform or name badge should wear them at all times whilst on Company business. Uniforms must be kept clean, pressed and presentable.

If you go to an environment that requires you to wear PPE, this must be worn at the relevant time. Failure to wear this equipment may result in disciplinary action.

Company Vehicle Policy: [Delete if not applicable]

The Company are aware that some members of staff may require a vehicle to fulfil their duties. With this in mind, some employees may be permitted to join our company vehicle scheme.

All staff who wish to enter the scheme must adhere to the following guidelines and are advised that failure to follow these guidelines may result in the Disciplinary Procedure being invoked and the possibility of disciplinary action including summary dismissal being taken as a result of investigations.

Employer Responsibility

The company is responsible for the following:

- Purchasing/leasing arrangements for the vehicle (delete as appropriate).
- Costs incurred as a result of vehicle tax and servicing.
- Reimbursing employees for fuel expenses relating to company business (delete if inappropriate).
- Appropriate insurance arrangements.

Insurance

Insurance will be arranged by the company and will cover each authorised employee for business and private use. As such, staff must inform the company of any convictions or endorsements imposed upon themselves.

It is the employee's responsibility to ensure that only drivers authorised by the company are allowed to drive the vehicle and that the vehicle is not used for competition or motor sport activities.

Employee Responsibility

The employee is responsible for the following:

- Keeping the vehicle in a clean condition, both externally and internally, at their cost.
- Arrange servicing of the vehicle in accordance with manufacturers recommendations.
- Carrying out regular checks to ensure oil, coolant, battery, brake and clutch fluids, tyre pressures and conditions of tyres etc, are all in accordance with the manufacturer's recommendations.
- Promptly reporting any defect or malfunction in the vehicle to the company.
- Fuel costs incurred for private miles travelled in the company vehicle

Service and maintenance

It is the employee's responsibility to ensure that the vehicle is serviced in line with the manufacturer's recommended intervals and any mechanical problems are rectified as soon as they happen. This also applies to broken windscreens. Failure to do so will result in costs being incurred by the employee.

Servicing and repairs must be carried out by a company approved dealer.

Accessories

Staff wishing to fit accessories after delivery of the vehicle (for example, a tow bar) must agree the following with the company:

- The items fitted are correct for the purpose.

- They are fitted by an experienced fitter.
- Any damage caused by the fitting or removal of the accessories will be deemed to be the employees responsibility.
- Accessories fitted after delivery of the vehicle will be done so at the employee's expense.

Accidents

Damage to the vehicle or third parties must be reported to the company and the insurers. They will assist in arranging an estimate and repair of the vehicle.

When involved in an accident, employees should take note of the following:

The name and address of the other driver(s), passengers and vehicle owner(s) if different

- The name and address of each witness.
- The injury to yourself or other people involved.
- The damage to the vehicles involved or to property.
- The name and address of the other driver's insurance company and policy number.
- The registration numbers of the other vehicles, plus colour, car make and model.
- Time and date of accident.
- The speed of the vehicles involved.
- The width of the road, road markings and signs, state of the road surface and weather conditions.

- If the accident happened at night or in poor visibility.
- A sketch showing the position of the vehicles involved.
- Take photos if you are able to do so.

Vehicle Theft/Break In

In the event of the vehicle being stolen, employees must immediately contact the company and the police, who will issue a crime number.

In the event of company property being stolen, staff should inform their manager immediately, as company items may not be covered by the insurance policy.

Mechanical Breakdown

In the event of a mechanical breakdown of the vehicle, staff should call out the recovery service. They will attempt to repair the vehicle at the roadside. If this is not possible, they will take the vehicle to an approved repairer.

Traffic Offences

Parking fines, local fines and penalties for driving offences are the employee's responsibility. Any that occur will be passed on to the employee for immediate payment.

While travelling on company business, staff are reminded that using a hand-held mobile telephone at the wheel is illegal.

The Department for Transport advises that many of the rules in the Highway Code are legal requirements that, if broken, mean you are committing a criminal offence.

HM Revenue and Customs

Using a vehicle provided by the company for private purposes outside work is a taxable benefit. The company will inform HM Revenue and Customs when an employee joins the company vehicle scheme. Staff are also obliged to inform the HM Revenue and Customs that they have a company vehicle. The company makes an annual return to the HM Revenue and Customs of all employees who have a company vehicle.

Any employee who is given a company vehicle and does not wish to make private use of it must inform the company immediately. They will be asked to confirm this intention in writing, and whether or not they have an alternative vehicle for personal use. They will also be asked to give a formal undertaking to inform the company if ever in the future they cease to own a private vehicle while employed by the company.

Driving Licence

The company will require a copy of staff driver's licence as any employee using this scheme is required to hold a valid UK driving licence. This will be checked at least once a year and staff will also be asked to sign a declaration confirming any endorsements that have been added since their licence was last checked. Driving licence information may be checked online through the Gov.uk website.

Employees have no automatic right to a company vehicle and the decision to allow a member of staff to participate in the scheme lies solely with the company. The company reserves the right to deny access to the vehicle scheme at any stage or impose conditions to anyone who they feel is a risk.