RealiseEd Ltd

Staff Handbook

Roebuck House, Welwyn, AL6 9ST

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1. THIS HAND BOOK

We have drafted this handbook to provide you with information and guidance during your employment with us. We hope that you find it useful. If you have any questions in relation to anything you read within this handbook please contact your manager in the first instance.

The policies and procedures contained in this handbook are not contractual unless stated otherwise.

2. EQUAL OPPORTUNITIES AND DIVERSITY POLICY

RealiseEd embraces diversity and will seek to promote the benefits of diversity in all of our business activities. We will seek to develop a business culture that reflects that belief. We will seek to widen the media in which we recruit to ensure as diverse an employee and candidate base as possible. We will strive to make sure that our clients meet their own diversity targets.

RealiseEd is committed to diversity and will promote diversity for all employees, workers and applicants and shall adhere to such a policy at all times. We will review on an on-going basis all aspects of recruitment to avoid unlawful or undesirable discrimination. RealiseEd will treat everyone equally irrespective of sex, sexual orientation, gender reassignment, marital or civil partnership status, age, disability, colour, race, nationality, ethnic or national origin, religion or belief, political beliefs or membership or non-membership of a Trade Union or spent convictions and places an obligation upon all staff to respect and act in accordance with the policy. RealiseEd is committed to providing training for its entire staff in equal opportunities practice. RealiseEd shall avoid stipulating any unnecessary requirements which would exclude a higher proportion of a particular gender, sexual orientation, age, religion or racial group or which would exclude disabled job applicants; and will avoid prescribing any requirements as to marital or civil partnership status.

RealiseEd shall not discriminate unlawfully when deciding which candidate/temporary worker is submitted for a vacancy or assignment, or in any terms of employment or terms of engagement for temporary workers.
RealiseEd will ensure that each candidate is assessed only in accordance with the candidate's merits, qualifications and abilities to perform the relevant duties required by the particular vacancy.

RealiseEd will not accept instructions from clients that indicate an intention to discriminate unlawfully.

DISCRIMINATION

Unlawful discrimination occurs in the following circumstances:

Direct discrimination

Direct discrimination occurs where one individual treats or would treat another individual less favorably because of sex, sexual orientation, gender reassignment, marital or civil partnership, age, disability, colour, race, nationality, ethnic or national origin, religion or belief, political beliefs ("the protected categories").

It is unlawful for a recruitment consultancy to discriminate against a person on the grounds of a protected category:

- in the terms on which the recruitment consultancy offers to provide any of its services;
- by refusing or deliberately omitting to provide any of its services;
- in the way it provides any of its services.

Direct discrimination would also occur if a recruitment consultancy accepted and acted upon a job registration from an employer which states that certain persons are unacceptable due to a protected category, unless one of the exceptions applies, for instance, the job demands a genuine occupational requirement or in the case of age, the discrimination can be lawfully justified.

Indirect Discrimination

Indirect discrimination occurs where an agency or employer applies a provision, criterion or practice generally, which disadvantages a minority group in the community on the basis of a protected category.

Indirect discrimination would also occur if a recruitment consultant accepted and acted upon an indirectly discriminatory instruction from an employer.

If the vacancy requires characteristics which amount to a genuine occupational requirement or the instruction is lawfully discriminatory due to a statutory exception or objective justification, RealiseEd will not deal further with the vacancy unless the client provides written confirmation of such genuine occupational requirement, exception or justification.

DISABLED PERSONS

Direct discrimination against a person occurs where, a person is treated less favorably because of disability, either their own disability or because someone they are associated with has a disability.

Indirect discriminations occur when a practice, criterion or provision which cannot be objectively justified is applied to everyone but results in person with a disability being placed at a disadvantage.

Disability arising from discrimination occurs when a person is treated unfavorably because of something arising in connection with their disability.

Duty to make reasonable adjustments and to provide auxiliary aids and services This is

a similar protection to indirect discrimination in the other protected categories.

Where a provision, criterion or practice applied by or on behalf of an employer, or any physical feature of the employer's premises, places a disabled person at a substantial disadvantage in comparison with persons who are not disabled, it will be the duty of an employer to take such steps as are reasonable, in all the circumstances of the case, to remove the provision, criterion, practice or physical feature.

Agencies must take reasonable steps to provide auxiliary aids or services if this would make it easier for the disabled person to use their services. For instance, an appropriate auxiliary aid or service can include the provision of information on audiotape or provision of a sign language interpreter.

RealiseEd will not discriminate against a disabled person on the grounds of disability:

- in the arrangements i.e. application form, interview or arrangements for selection for determining to whom a job should be offered; or
- in the terms on which employment or engagement of temporary workers is offered; or
- by refusing to offer, or deliberately not offering the disabled person a job for reasons connected with their disability; or
- in the opportunities afforded to the person for receiving any benefit, or by refusing to afford, or deliberately not affording him or her any such opportunity; or
- by subjecting him or her to any other detriment (detriment will include refusal of training or transfer, demotion, reduction of wage, or harassment).

RealiseEd will accordingly make career opportunities available to all people with disabilities and every practical effort will be made to provide for the needs of staff, candidates and clients.

Wherever possible RealiseEd will make reasonable adjustments to hallways, passages and doors in order to provide and improve means of access for disabled employees and workers. However, this may not always be feasible, due to circumstances creating such difficulties as to render such adjustments as being beyond what is reasonable in all the circumstances.

2.4 AGE DISCRIMINATION

RealiseEd will not discriminate directly or indirectly, harass or victimise any person on the grounds of their age. We will encourage clients not to include any age criteria in job specifications and every attempt will be made to persuade clients to recruit on the basis of competence and skills and not age.
RealiseEd is committed to recruiting and retaining employees whose skills, experience, and attitude are suitable for the requirements of the various positions regardless of age.

No age requirements will be stated in any job advertisements on behalf of the company.

RealiseEd will request age as part of its recruitment process but such information will not be used as selection, training or promotion criteria or in any detrimental way and is only for compilation of personal data, which the company holds on all employees and workers and as part of its equal opportunities monitoring process.

PART-TIME WORKERS

This Diversity Policy also covers the treatment of those employees and workers who work on a part-time basis, RealiseEd recognises that it is an essential part of this policy that part time employees are treated on the same terms, with no detriment, as full time employees (albeit on a pro rata basis) in matters such as rates of pay, holiday entitlement, maternity leave, parental and domestic incident leave and access to our pension scheme. RealiseEd also recognises that part time employees must be treated the same as full time employees in relation to training and redundancy situations.

HARRASSMENT POLICY

Policy Statement

RealiseEd is committed to ensuring equal opportunities and fair treatment in the workplace for all its employees. We aim to provide a working environment in which all employees feel comfortable and where everyone is treated with respect and dignity, regardless of gender, sexual orientation, transgender status, marital or family status, colour, race, ethnic or national origins, creed, culture, religion or belief, age, disability or any other personal factor or quality.

Employees who are found to have committed an act of bullying or harassment may be subject to disciplinary action, up to and including summary dismissal, depending on the nature and seriousness of the behaviour.

RealiseEd will treat all complaints of bullying or harassment seriously and will investigate them promptly, efficiently and in confidence.

Purpose

This policy aims to ensure that no employee or other worker within RealiseEd is subject to any form of bullying or harassment.

Its principal aim is to provide a framework for raising and resolving complaints of bullying or harassment and for stopping any behaviour that causes offence or distress.

This policy applies to employees at all times, including at organised work-related events, meetings or visits whether or not these are held outside of the employee's normal place of work.

Right to report bullying/harassment

Employees have the right to raise a complaint in accordance with this policy if they believe it constitutes bullying or harassment. This will include behaviour that has caused offence, humiliation, embarrassment or distress to an employee.

All complaints will be treated seriously and in the strictest of confidence.

As well as being able to raise a complaint about behaviour directed at them, employees are also able to raise a complaint if they have witnessed another employee being bullied or harassed. This includes incidents by or behaviour of other employees or contractors, as well as third parties to RealiseEd, be it members, customers or suppliers.

Any employee who witnesses an incident that they believe to be the bullying or harassment of another employee should report the incident in confidence either to their line manager or to the HR department. RealiseEd will take all such reports seriously and will treat the information in strict confidence.
However, if an employee advises RealiseEd of behaviour which is considered to be of a threatening nature, then under its duty of care RealiseEd will consider the action it may need to take.

Employees who raise a complaint under this policy will not be subjected to victimisation as a result of making a complaint.

However, if it is found that an employee has made an intentionally false complaint against another person about bullying or harassment, disciplinary action may be taken against that employee.

What constitutes bullying and harassment

Definitions of bullying and harassment:

Bullying may be characterised as, offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means that undermine, humiliate, denigrate or injure the recipient.

Harassment is unwanted conduct related to a relevant protected characteristic, which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual.

Behaviour that is considered to be bullying by one person, may be considered firm management by another. Most people will agree on extreme cases of bullying and harassment, but it is sometimes the 'grey' areas that cause most problems. The following are examples of unacceptable behaviour. This list is not exhaustive:

- spreading malicious rumours, or insulting someone (particularly on the grounds of age, race, sex, disability, sexual orientation, religion or belief)
- copying e-mails that are critical about someone to others who do not need to know
- ridiculing or demeaning someone – picking on them or setting them up to fail
- exclusion or victimisation
- unfair treatment
- overbearing supervision or other misuse of power or position
- unwelcome sexual advances – touching, standing too close, display of offensive materials, asking for sexual favours, making decisions on the basis of sexual advances being accepted or rejected
- making threats or comments about job security without foundation
- deliberately undermining a competent worker by either overloading or constant criticism
- preventing individuals progressing by intentionally blocking promotion or training opportunities.

Bullying and harassment may take place face-to-face, or through written communications, visual images (for example pictures of a sexual nature or embarrassing photographs of colleagues), e-mail or by telephone.

How to make a complaint

Informal approach

In some cases it may be possible to resolve issues informally. Sometimes people are not aware that their behaviour is unwelcome and an informal discussion can lead to greater understanding, with an agreement that the behaviour will cease.

If an employee feels they are unable to approach the person themselves they should talk to a member of the HR department or a manager for support.

If the employee has tried to resolve the matter informally but without success, the employee may wish to raise a formal complaint.

Formal complaint

When a formal complaint of bullying or harassment is received RealiseEd will investigate the matter thoroughly and take corrective action where appropriate.

RealiseEd regards all forms of bullying and harassment as gross misconduct, and any employee who is found to have bullied or harassed a colleague will be liable to disciplinary action, up to and including dismissal.
If an employee wishes to make a formal complaint then they should do so through RealiseEd's grievance procedure.

Mediation

If necessary, an independent and impartial mediation conducted by a qualified mediator will be made available to assist in the resolution of the dispute, between the person who is being bullied or harassed and the alleged harasser. Mediation will only be considered where both parties agree to enter into the process.

4. SOCIAL MEDIA POLICY

This policy deals with the personal and business use of all forms of social media, including Facebook, Twitter, LinkedIn, Wikipedia, all other social networking sites, and all other internet postings, including blogs whether accessed using our equipment or otherwise.

A breach of this policy may result in disciplinary action up to and including dismissal. In addition, we may require you to remove social media postings which are a breach of this policy.

An internet post which would breach any of our other policies will also class as a breach of this policy. Examples of such breaches include:

(a) Any breach of our confidentiality policy;
(b) Any breach of our Information and Communications Systems Policy;
(c) unlawful discrimination or a breach our Equal Opportunities Policy;
(d) disparaging comments about our business; (e) a breach of our Anti-harassment Policy; (f) a breach our Data Protection Policy.

Occasional use of social media for personal activities whilst at work or using our computers, networks and other IT resources and communications systems is permitted so long as it doesn't interfere with your duties and responsibilities.

Circulating chain letters or other spam is never permitted.

Employees must not post disparaging, offensive or discriminatory comments about:

(a) our clients and customers;
(b) our business;
(c) our employees;
(d) our performance; and (e) our suppliers.

Employees should ensure that it is clear within social media postings that they are speaking on their own behalf and must not link our business in any way other than with our prior written consent. Remember, what you publish might be available to be read by many.

Employees must not infringe any intellectual property rights in any social media posting nor use our logos, slogans or other trademarks or post any of our confidential or proprietary information without our written permission.

We may require you to remove a social media posting immediately if we consider it is in breach of this policy. You agree to immediately remove the post and understand that despite doing so you may still be subject to disciplinary action.

Contact details made during the course of your employment with us are our confidential information and property. On termination, we will notify you as to whether you should transfer those contact details to us or delete all such details. We will also inform you as to any communication or other changes that are required in respect of any personal social networking accounts to illustrate to our satisfaction that you are no longer connected with our business.

On termination of employment, you must not assert or knowingly allow any third party to assume that you have any connection with us other than as a former employee and will change your status on any LinkedIn profile accordingly.

Monitoring

We are able to and may monitor, intercept, access, record, disclose, inspect, retrieve, print, and review, without notice, your activities using our IT resources and communications systems, including but not limited to social

media postings and transactions, messages, communications, postings, log-ins, recordings and other uses of our systems.

All employees are responsible for implementing and adhering to this policy. Any breach of this policy should be reported to a director.

5. INFORMATION SECURITY

As a recruitment business we are bound by Regulation 28 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 to obtain the prior consent of an individual before disclosing any information relating to them other than for the purposes of finding them work, or in relation to legal proceedings or to a professional body of which they are a member. Prior written consent must be obtained before disclosing any information relating to an individual work-seeker to their current employer.

Data in respect of the following is “sensitive personal data” and any information held on any of these matters MUST not be passed on to any third party without the express written consent of the individual:

- Any offence committed or alleged to be committed by them
- Proceedings in relation to any offence and any sentence passed
- Physical or mental health or condition
- Racial or ethnic origins
- Sexual life
- Political opinions
- Religious beliefs or beliefs of a similar nature
- Whether someone is a member of a trade union

From a security point of view, only those staff listed in the appendix should be permitted to add, amend or delete data from the database. However all staff are responsible for notifying those listed where information is known to be old, inaccurate or out of date. In addition all employees should ensure that adequate security measures are in place. For example:

- Computer screens should not be left open by individuals who have access to personal data
- Passwords should not be disclosed
- Email should be used with care
- Personnel files and other personal data should be stored in a place in which any unauthorised attempts to access them will be noticed. They should not be removed from their usual place of storage without good reason.
- Personnel files should always be locked away when not in use and when in use should not be left unattended
- Any breaches of security should be reported to the Information Security Manager and may be treated as a disciplinary issue.
- Care should be taken when sending personal data in internal or external mail
- Destroying or disposing of personal data counts as processing. Therefore care should be taken in the disposal of any personal data to ensure that it is appropriate. For example, it would have been more appropriate to shred sensitive data than merely to dispose of it in the dustbin.

It should be remembered that the incorrect processing of personal data e.g. sending an individual’s details to the wrong person; allowing unauthorised persons access to personal data; or sending information out for purposes for which the individual did not give their consent, may give rise to a breach of contract and/or negligence leading to a claim against RealiseEd for damages from an employee, work-seeker or client contact. A failure to observe the contents of this policy will be treated as a disciplinary offence.

Data subjects, i.e. those on whom personal data is held, are entitled to obtain access to their data on request and after payment of a fee. All requests to access data by data subjects i.e. staff, members, customers or clients, suppliers, students etc should be referred to the Managing Director whose details are also listed on the appendix to this policy.
Any requests for access to a reference given by a third party must be referred to your line manager and should be treated with caution even if the reference was given in relation to the individual making the request. This is because the person writing the reference also has a right to have their personal details handled in accordance with the Data Protection Act 1998, and not disclosed without their consent. Therefore when taking up references an individual should always be asked to give their consent to the disclosure of the reference to a third party and/or the individual who is the subject of the reference if they make a subject access request. However if they do not consent then consideration should be given as to whether the details of the individual giving the reference

can be deleted so that they cannot be identified from the content of the letter. If so the reference may be disclosed in an anonymous form.

Finally it should be remembered that all individuals have the following rights under the Human Rights Act 1998 and in dealing with personal data these should be respected at all times:

- Right to respect for private and family life [Article 8]
- Freedom of thought, conscience and religion [Article 9]
- Freedom of expression [Article 10]
- Freedom of assembly and association [Article 11]
- Freedom from discrimination [Article 14]

See Policy for Appendix

5a GENERAL DATA PROTECTION POLICY

This regulation replaces our current Data Protection Policy and is in line with the EU data protection framework being adopted from 25th May 2018.

All RealiseEd Ltd employees are responsible for compliance and ensuring that personal information is maintained by RealiseEd is not disclosed orally or in writing or accidentally or otherwise to any unauthorised third party. Any deliberate breach of this policy by any employee may lead to disciplinary action being taken against them.

These regulations set out procedures which are to be followed when dealing with personal data. The procedures set out herein are followed by RealiseEd Ltd, its employees, contractors, agents, consultants, partners and any other parties working on behalf of RealiseEd Ltd.

RealiseEd Ltd views the correct and lawful handling of personal data as the key to its success and dealings with third parties and its employees. RealiseEd Ltd shall ensure that it handles all personal data correctly and lawfully.

Our Data Protection Principles

All personal data:

- Must be processed fairly and lawfully
- Must be obtained only for specified and lawful purposes and shall not be processed in any manner which is incompatible with those purposes;
- Must be adequate, relevant and not excessive in relation to the purposes for which it is processed; ○ Must be accurate and, where necessary, kept up-to-date;
- Must be kept for no longer than is necessary for the purpose(s) for which it is obtained; ○ Must be processed in accordance with the rights of data subjects;
- Must be protected against unauthorised or unlawful processing, accidental loss, destruction or damage by the implementation of appropriate technical and organisational measures; and
- Must not be transferred to a country or territory outside of the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data.

Personal Data

Personal data is defined as data which relates to a living individual who can be identified from that data or other information which in the possession of, or is likely to come into the possession of, the data controller, and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual.

The regulations also define “sensitive personal data” as personal data relating to the racial or ethnic origin of the data subject; their political opinions; their religious (or similar) beliefs; trade union membership; their physical or mental health condition; their sexual life; the commission or alleged commission by them of any offence; or any proceedings for any offence committed or alleged to have been committed by them, the disposal of such proceedings or the sentence of any court in such proceedings.

Employees’ Personal Data

RealiseEd Ltd only holds personal data which is directly relevant to its employees. That data will be held and processed in accordance with the data protection principles and with these regulations.

The following are examples of data which may be collected, held and processed by RealiseEd Ltd:

- Identification information relating to employees including, but not limited to, names and contact details; ○ Equal opportunities monitoring information including age, gender, race, nationality and religion; ○ Health records including details of sick leave, medical conditions, disabilities and prescribed medication; ○ Employment records including, but not limited to, interview notes, curricula vitae, application forms, assessments, performance reviews and similar documents;
- Details of salaries including increases, bonuses, commission, overtime, benefits and expenses; ○ Records of disciplinary matters including reports and warnings, both formal and informal;
- Details of grievances including documentary evidence, notes from interviews, procedures followed and outcomes;

Data Subject Access Request

Employees and other individuals that RealiseEd Ltd hold information about have the right to access any personal data maintained about them electronically or in paper files.

The application must be made in writing, accompanied by the correct fee before the application is processed. RealiseEd Ltd currently requires a fee of £10 (the statutory maximum).

Upon receipt of a Data Subject Access Request Form, RealiseEd Ltd shall have a maximum period of 40 days within which to respond.

Data Breach

RealiseEd Ltd will notify the GDPR of data breaches where appropriate. This will be done without undue delay, and where feasible, within 72 hours of awareness.

RealiseEd Ltd will provide a reasoned justification if this timeframe cannot be met. Where relevant, the data controller (or RealiseEd representative) will also notify the affected data subject without undue delay. Additionally, RealiseEd Ltd will also contact the UK ICO in the event that a serious breach has occurred.

RealiseEd Ltd will not notify the GDPR if the breach is unlikely to result in a risk to the rights and freedoms of individuals. The threshold for notification to data subjects is that there is likely to be a “high risk” to their right and freedoms.

RealiseEd Ltd ensure that procedures are adopted internally for handling data breaches in all cases. Consent

RealiseEd Ltd ensure that any request for consent will be verbal, prominent and separate from any business terms and conditions that may need agreeing to.

We will specify in clear, plain language why we require personal data and what our intentions are relating to the data.

RealiseEd Ltd will name our organisation and any third parties that data may be shared with in any communication or correspondence relating directly to consent.
RealiseEd Ltd will not use personal data for the act of marketing so no consent will be required for this purpose. In the event that consent if deemed necessary for this purpose, RealiseEd Ltd will make it clear and easy for the individuals to withdraw their consent at any time and publicise how to do so.

RealiseEd Ltd will act on withdrawals of consent as soon as practicably possible and no individual will be penalised for wishing to withdraw their consent.

6. IT POLICY

The following paragraphs set out RealiseEd’s policy for use of the telephone and computer facilities including use of e-mail and the internet (“the facilities”) by employees and temporary personnel working for RealiseEd.

The facilities are made available to you to assist you in carrying out the business of the organisation. As such RealiseEd has the right to monitor any and all aspects of the use of the facilities that are made available to employees and temporary personnel and to monitor, intercept and/or record any communications made by using

the facilities. This is to ensure compliance with this policy or for any other purpose authorised under the telecommunications (lawful business practice) (interception of communications) regulations 2000. By using the facilities you consent voluntarily and knowingly to your use being monitored. You also acknowledge the right of RealiseEd to conduct such monitoring.

A high degree of caution must be exercised when issuing information to outside individuals or companies. Care must be used in addressing data or messages to make sure that they are not sent to the wrong individual or company. In particular, exercise care in using e-mail distribution lists to make sure that all addressees are appropriate recipients of the information.

It is unlawful to send unsolicited emails or mobile telephone text messages to individuals with whom there is no existing customer relationship unless those individuals have given their consent. Before any direct marketing approach is used to contact individuals by means of email or mobile telephone text message you must first obtain the authorisation of the managing director or your immediate manager. In any event any unsolicited communications sent in this way must include wording in the title or in the text enabling the receiver to opt-out of further contact in the future. If you are informed that an individual with whom RealiseEd has an existing customer relationship or who has previously consented to receiving information wishes to opt-out of receiving such communications in the future you must update the data relating to that individual immediately or inform Suzanne O'Brien immediately and on no account must you continue to communicate with that individual by such means.

If you are using telephone or fax to contact companies and individuals with unsolicited direct marketing you must first check whether such companies or individuals are registered with the telephone preference service (tps) or fax preference service (fps) operated by the direct marketing association.

Please take care to ensure that all messages sent via e-mail are courteous, professional and business-like and do not contain any material, which would reflect badly on RealiseEd reputation or standing. E-mail messages must not contain derogatory remarks about another person, as this may constitute libel. If you receive mail containing material that is offensive or inappropriate to the office environment then you must delete it immediately. Under no circumstances should such mail be forwarded internally or externally.

The facilities may be used, within reason, for personal communications or to send and retrieve personal messages and to browse external web-sites for personal use although this should be done outside office hours and be kept to a reasonable limit. If there is any evidence that this privilege is being abused then the privilege may be withdrawn. The content of personal e-mails must also comply with the restrictions set out in this policy. The following uses of the facilities are expressly prohibited:

- Viewing internet sites which contain pornographic, obscene, abusive, slanderous or otherwise offensive material or downloading/forwarding such material
- Communications that are in violation of company policy including, but not limited to, the transmission of defamatory, obscene, offensive or harassing messages, or messages that disclose information without appropriate authorisation
- Duplicating copyrighted or licensed software or other information without the appropriate authorisation
- Installing or downloading any software or hardware including the use of pen drives/memory sticks without the specific approval of the Managing Director or other person delegated by him/her to give such approval
- Forwarding or otherwise perpetuating "chain-letter" type e-mail within or outside the organisation
- Removal of any hardware or software from the premises without prior approval

You should also not store large quantities of e-mail or downloaded files or attachments. The retention of such data utilises large amounts of storage space on both network servers and pcs, and adversely affects system performance. You should delete any e-mail messages sent or received that no longer require action or are no longer relevant. You should make hard copies of any information that you need to retain for record-keeping purposes.

Please contact the Managing Director immediately if you receive any suspect documents, e-mail messages or computer virus alerts. Do not open attachments to any email message whose address you do not recognise. Do not forward them to any other internal or external user without the approval of the Managing Director. Any files or software downloaded from the internet or brought from home must be virus-checked before use.

Passwords are issued for company use only and upon termination of employment, must not be used. To protect passwords, you should not access the facilities in the presence of others and confidential information should

never be left open on the screen when equipment is unattended. Please ensure that computers are locked when leaving your desk.

Users change their passwords when prompted by the system every Quarter – failure to do so results in them being denied access to the Server. Users have to choose a password that is at least 6 characters long and contains a combination of numerical and alpha characters. The last 6 passwords are not re-used. Users are responsible for keeping their passwords secret; they should not be written down. If it is suspected that the security of a password has been compromised, the user will change it immediately

Only remote access methods provided by MD should be used to access RealiseEd facilities.

It is acceptable to connect a RealiseEd issued laptop to a third party network (such as in a home broadband, hotel, airport, or hotspot) in order to access the RealiseEd network remotely.

Where staff members are supplied with a workstation or laptop computer for off-site use, it is their personal responsibility for taking due care and consideration to ensure that it is kept secure.

Users of wireless mobile e-mail devices such as PDAs must only use RealiseEd provided equipment and services if they wish to have support or any level of service agreement, and must comply with all RealiseEd requirements in their use. Otherwise it is the owner's personal responsibility for such services. If a wireless email device is lost or stolen, the user must immediately notify IS Manager so the device can be deactivated and the user's mail file protected. Additionally, users should not attempt to change the security settings that are in place on the device. These controls must include a power-on password and virus protection software.

Security mechanisms designed to protect remote work stations and laptops, as well as the data contained on them, should be used where possible. These security mechanisms may include (but are not limited to):

- personal firewall software
- virus protection software
- operating system passwords
- password protected screen savers
- physical security controls
- locking cables (which can be obtained as part of the initial purchase)

This policy does not constitute a contract and RealiseEd reserves the right to change its terms at any time. Failure to comply with the policy may lead to disciplinary action up to and including dismissal.

7. Intellectual property policy

This section forms part of your contract of employment.

The following definitions and rules of interpretation apply in this section:

(a) Employment Inventions means any Invention which is made wholly or partially by you at any time during the course of your employment with us (whether or not during working hours or using our premises or resources, and whether or not recorded in material form);

(b) Employment IPRs means Intellectual Property Rights created by you in the course of your employment with us (whether or not during working hours or using our premises or resources);

(c) Intellectual Property Rights means patents, rights to Inventions, copyright and related rights, trade marks, rights in designs, rights in computer software, database rights, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

(d) Invention means any discovery, development, invention, idea, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium.

All Employment IPRs and Employment Inventions automatically belong to us. If they don't vest in us automatically, you hold them on trust for us.

If any Employment IPRs or Employment Inventions do not vest in us you will, immediately on creation of such rights and Inventions, offer to us in writing a right of first refusal to acquire them on terms reasonable in the circumstances. If we cannot agree terms within 30 days of us receiving the offer, we shall refer the dispute for determination to an expert who shall be appointed by us. The expert's decision shall be final and binding on the parties.

You agree:

(a) at our request and in any event on the termination of your employment to give to us all originals and copies of correspondence, documents, papers and records on all media which record or relate to any of the Employment IPRs;
(b) not to attempt to register any Employment IPR nor patent any Employment Invention unless requested to do so by us; and
(c) to keep confidential each Employment Invention unless we have consented in writing to its disclosure by you.

You waive all your present and future moral rights which arise under the Copyright Designs and Patents Act 1988.

You acknowledge that, except as provided by law, no further remuneration or compensation is or may become due to you in respect of your compliance with this paragraph. This paragraph is without prejudice to your rights under the Patents Act 1977.

You undertake to use your best endeavours to execute all documents and do all acts during and after your employment with us as may, in our opinion, be necessary or desirable to vest the Employment IPRs in us, to register them in our name and to protect and maintain the Employment IPRs and the Employment Inventions.

You agree to give all necessary assistance to us to enable us to enforce our Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of Intellectual Property Rights, where appropriate throughout the world, and for the full term of those rights.

You irrevocably appoint us to be your attorneys to execute and do any such instrument or thing and generally to use your name for the purpose of giving us or our nominee the benefit of this paragraph.

8. CONFIDENTIALITY POLICY

Purpose
This policy provides general confidentiality guidelines for RealiseEd and its employees.

Policy
Maintaining confidentiality of clients, candidates, employees, and business information is critical.

This policy pertains to all information (oral, paper-based, and electronic) related to the operation of RealiseEd including, but not limited to:

- candidate names and other identifying information
- candidate personal information
- financial information
- employee names, including salaries and employment information
- proprietary products and product development
- marketing and general business strategies

In addition to the above, any information that has been marked "confidential" by RealiseEd will be deemed to be covered under this policy.

Unauthorized access, use, or release of confidential and sensitive information to non-authorised individuals or entities is strictly prohibited and may result in immediate disciplinary action up to and including termination.

Maintaining confidentiality is the responsibility of all RealiseEd employees. The responsibility includes ensuring compliance with RealiseEd’s policies for confidentiality by non-RealiseEd employees performing work at, or for RealiseEd.

You must not during or after the end of your employment directly or indirectly other than to do your job for us or as required or permitted by law divulge such information referred to any person, use such information for your own purposes or for any purposes which are not our purposes or permit any unauthorised disclosure of any such information.

Procedure

Employees who have a reasonable basis to believe that a breach of confidentiality has occurred should report the incident as soon as possible to either a Director or the Information Security Manager.

Employees who have a reasonable basis to believe that a breach of confidentiality has occurred but do not report it are subject to corrective action.

An investigation will be conducted by the Information Security Manager and all information gathered from the investigation will be reviewed with the appropriate Director and Legal Counsel if warranted. These individuals will document the investigation and determine what corrective action is to be taken, which may include, but is not limited to, suspension or termination of employment. Under no circumstances will retaliation or intimidation of a complainant be tolerated.

9. WHISTLE-BLOWING POLICY

INTRODUCTION

The Public Interest Disclosure Act 1998 came into force on 2 July 1999. This Act recognised that workers have the right to “blow the whistle” and disclose certain information, e.g. the fraudulent activities of management, malpractice and/or concerns about health and safety.

The Act introduced specific rights for those who disclose information to a third party about an alleged wrong-doing in defined circumstances. There is no general right for all so-called whistle-blowers to receive special protection. To qualify, the following issues must be met:

- the Disclosure in question must relate to one of the specified categories contained within the Act; and
- the Disclosure must be made in one of the ways specified.

Protection under the Act applies to workers and the definition used is substantially wider than that used in other employment legislation. It includes not just employees and the common definition of workers, but also third party contractors including limited company contractors whose work is controlled by the employer and would therefore cover all, including dentists and doctors, under statutory schemes and those individuals working under training contracts but not the genuinely self-employed.

On a practical note, the Care Standards Act 2000, through the Nurses Agencies Regulations & Domiciliary Care Regulations and the associated standards require the agency or registered person to have robust procedures for responding to suspicion or evidence of abuse or neglect (including whistle-blowing) to ensure the safety and protection of service users. However, such a policy should also encourage the worker to disclose their concerns internally first, thereby limiting the circumstances in which they are able to make an external Disclosure.

Subject Matter of the Disclosure

As mentioned above, there are limits on the subject matter that will qualify for protection. A qualifying Disclosure means any Disclosure of information, which, in the reasonable belief of the worker making the Disclosure, tends to show one or more of the following:

- that a criminal offence has been committed, is being committed or is likely to be committed; or
- that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he or she is subject; or
- that a miscarriage of justice has occurred, is occurring or is likely to occur; or
- that the health or safety of an individual has been, or is being or is likely to be endangered; or
- that the environment has been, is being or is likely to be damaged, or

- that information tending to show any massive failing within any one of the proceeding paragraphs has been, is being or is likely to be deliberately concealed.

The worker simply has to show that they have a reasonable belief that the information disclosed demonstrates one or more of the above criteria. However, there are two important exceptions where the Disclosure will not qualify for protection and they are:

- if the person making the Disclosure commits an offence by making it, or

- it is a matter in which a legal, professional privilege would apply, namely, correspondence between the employer and their lawyers regarding a specific case.

It is not sufficient for the worker to show that the circumstances give rise to a qualifying Disclosure, the worker will also have to ensure that the proper procedures are adhered to.

Procedures for Disclosures

In order to qualify for the whistle-blowing protection, the worker must use one of the six specified ways to make the Disclosure. The aim of the legislation is to encourage workers to disclose the information through appropriate internal channels first rather than going directly to an outside person such as a member of the media.

The six permitted ways of Disclosure are as follows:

1) Disclosure to an Employer or Other Responsible Person

This method of Disclosure will ensure that workers are protected in respect to Disclosures made in good faith. Where the worker believes that the relevant failure relates solely or mainly to the conduct of a person other than the employer or to a matter for which that other person has responsibility, the Disclosure should be made to that other person.

In the context of temporary workers supplied by an employment business, it may well be appropriate for the temporary worker to raise the concern with the client in the first instance rather than the agency/employment business.

2) Disclosure to a Legal Adviser

This protects workers who disclose information in the course of obtaining legal advice.

3) Disclosure to a Minister of the Crown

This will only apply where the worker's employer is an individual appointed under any enactment by a Minister of the Crown or a body whose members are so appointed. Examples include the Utility Regulatory Bodies and NHS trusts, i.e. could apply to nurses, care staff and workers supplied to local authorities.

4) Disclosure to a Prescribed Person

Workers will qualify for protection when they make a Disclosure in good faith to a person prescribed by an order made by the Secretary of State. The list of prescribed persons was recently amended and the New Public Interest Disclosure Prescribed Persons Amendment Order came into force on 1 October 2003 and the relevant list is attached at Appendix A.

5) Disclosure in Other Cases

Disclosure in other cases apply where the worker makes the Disclosure in good faith, reasonably believes that the information disclosed and any allegations contained within it are substantively true, does not make the Disclosure for the purposes of personal gain and meets one of the specified conditions set out below, namely:

- that at the time he or she makes a Disclosure, the worker reasonably believes that he or she will be subject to detriment by his or her employer if that worker makes a Disclosure to his or her employer or to a prescribed person;

• that in the case where no person is prescribed in relation to the relevant circumstances, the worker reasonably believes that it is likely that the evidence relating to the relevant failure would be concealed or destroyed if he or she made the Disclosure to the employer; or

• that the worker has previously made a Disclosure of substantially the same information to the employer or a prescribed person. Further details are contained within the Act.

6) Disclosure of Exceptionally Serious Breaches

The final type of protected Disclosure is one which covers situations where the subject matter is serious enough to merit by-passing one of the other procedures. The relevant criteria set out above must be met together with the matter which must be exceptionally serious. It does not mean that people will be protected where they act unreasonably, for example, by going straight to the press where there would clearly have been other less damaging ways to resolve the matter.

This would be particularly true where there was a whistle-blowing policy which encourages the worker to raise the matter with the employer or another responsible body first.

Protection for the Worker

The protection given under the Public Interest Disclosure Act 1998 only applies in certain situations where the worker makes a protected Disclosure to the bodies named in the Act. The protection applies to all workers without any restriction on age, however, it is limited and it is important that the worker follows the correct procedure or else they will be denied the protection. The protection, which includes financial compensation without the statutory cap applying in the case of protection against dismissal, further includes the right not to suffer a detriment as a consequence of making a protected Disclosure.

Practical Issues

The agency should take whistle-blowing and issues of malpractice seriously.

A whistle-blowing policy, such as that which is available from the REC specifically for nurses and domiciliary care agencies, should make it clear that the worker wishing to voice his/her concern should raise the matter with the named person first, who will deal with the matter objectively. It is important that the agency takes the time to listen to any issues raised and investigates in an objective and confidential manner. Issues should be dealt with when they arise and workers should not be told to wait until they have proof of or to investigate the matters themselves.

It is important that matters are treated confidentially. If a worker is not happy with the way in which a matter has been addressed, he/she should be encouraged to raise that fact as a complaint rather than leaving the matter unresolved.

However, workers who make false allegations maliciously may be subject to the appropriate action.

If there is not a sufficiently senior person to deal with the complaint within the organisation, then external routes should be considered. Agencies are referred to the Public Concern At Work web-site for further information, particularly the practical hints for small organisations. This can be down-loaded from the following web-site: www.pcaw.co.uk/policy_pub/checklist.html.

APPENDIX A:

First Column	***Second Column***
Persons and descriptions of people to whom disclosures may be made	*Descriptions of matters about which disclosure may be made*
Accounts Commission for Scotland and auditors appointed by the Commission to audit the accounts of local government bodies.	The proper conduct of public business, value for money, fraud and corruption in local government bodies.

Audit Commission for England and Wales and auditors appointed by the Commission to audit the accounts of local government, and health service, bodies.	The proper conduct of public business, value for money, fraud and corruption in local government, and health service, bodies.
Certification Officer.	Fraud, and other irregularities, relating to the financial affairs of trade unions and employers' associations.
Charity Commissioners for England and Wales.	The proper administration of charities and of funds given or held for charitable purposes.
The Scottish Ministers.	The proper administration of charities and of funds given or held for charitable purposes.
Chief Executive of the Criminal Cases Review Commission.	Actual or potential miscarriages of justice.
Chief Executive of the Scottish Criminal Cases Review Commission.	Actual or potential miscarriages of justice.
Civil Aviation Authority.	Compliance with the requirements of civil aviation legislation including aviation safety.

The competent authority under Part IV of the Financial Services and Markets Act 2000.	The listing of securities on a stock exchange; prospectuses on offers of transferable securities to the public.
Commissioners of Customs and Excise.	Value added tax, insurance premium tax, excise duties and landfill tax. The import and export of prohibited or restricted goods.
Commissioners of the Inland Revenue.	Income tax, corporation tax, capital gains tax, petroleum revenue tax, inheritance tax, stamp duties, national insurance contributions, statutory maternity pay, statutory sick pay, tax credits, child benefits, collection of student loans and the enforcement of the National Minimum Wage.
Comptroller and Auditor General of the National Audit Office.	The proper conduct of public business, value for money, fraud and corruption in relation to the provision of centrally-funded public services.

Auditor General for Wales.	The proper conduct of public business, value for money, fraud and corruption in relation to the provision of public services.
Auditor General for Scotland and persons appointed by or on his behalf under the Public Finance and Accountability (Scotland) Act 2000 to act as auditors or examiners for the purposes of Sections 21 to 24 of that Act.	The proper conduct of public business, value for money, fraud and corruption in relation to the provision of public services.
Audit Scotland.	The proper conduct of public business, value for money, fraud and corruption in public bodies.
Director General of Electricity Supply.	The generation, transmission, distribution and supply of electricity, and activities ancillary to these matters.
Director General of Gas Supply.	The transportation, shipping and supply of gas through pipes and activities ancillary to these matters.
Director General of Telecommunications.	The provision and use of telecommunications systems, services and apparatus.
Director General of Water Services.	The supply of water and the provision of sewerage services.
Water Industry Commissioner for Scotland.	The supply of water and the provision of sewerage services.

Director of the Serious Fraud Office.	Serious or complex fraud.
Lord Advocate, Scotland.	Serious or complex fraud.
Environment Agency.	Acts or omissions which have an actual or potential effect on the environment or the management or regulation of the environment, including those relating to pollution, abstraction of water, flooding, the flow in rivers, inland fisheries and migratory salmon or trout.
Scottish Environment Protection Agency.	Acts or omissions which have an actual or potential effect on the environment or the management or regulation of the environment, including those relating to flood warning systems and pollution.
Food Standards Agency.	Matters which may affect the health of any member of the public in relation to the consumption of food and other matters concerning the protection of the interests of consumers in relation to food.

Financial Services Authority.	The carrying on of investment business or of insurance business; the operation of banks and building societies, deposit-taking businesses and wholesale money market regimes; the operation of friendly societies, benevolent societies, working men's clubs, specially authorised societies, and industrial and provident societies; the functioning of financial markets, investment exchanges and clearing houses; money laundering, financial crime, and other serious financial misconduct, in

	connection with activities regulated by the Financial Services Authority.
General Social Care Council.	Matters relating to the registration of social care workers under the Care Standards Act 2000.
Care Council for Wales.	Matters relating to the registration of social care workers under the Care Standards Act 2000.
Scottish Social Services Council.	Matters relating to the registration of the social services workforce by the Scottish Social Services Council.
Children's Commissioner for Wales.	Matters relating to the rights and welfare of children.
Health and Safety Executive.	Matters which may affect the health or safety of any individual at work; matters, which may affect the health and safety of any member of the public, arising out of or in connection with the activities of persons at work.
Housing Corporation.	The registration and operation of registered social landlords, including their administration of public and private funds and management of their housing stock.

Local authorities which are responsible for the enforcement of health and safety legislation.	Matters which may affect the health or safety of any individual at work; matters, which may affect the health and safety of any member of thepublic, arising out of or in connection with the activities of persons at work.
Information Commissioner.	Compliance with the requirements of legislation relating to data protection and to freedom of information.
Scottish Information Commissioner.	Compliance with the requirements of legislation relating to freedom of information.
National Care Standards Commission.	Matters relating to the provision of regulated care services, as defined in the Care Standards Act 2000.
National Assembly for Wales.	Matters relating to the provision of social care services liable to be registered or inspected under the Care Standards Act 2000 or the Children Act 1989. The registration and operation of registered social landlords, including their administration of public and private funds and management of their housing stock.

Scottish Commission for the Regulation of Care.	Matters relating to the provision of care services, as defined in the Regulation of Care (Scotland) Act 2001.
Occupational Pensions Regulatory Authority.	Matters relating to occupational pension schemes and other private pension arrangements.
Office of Fair Trading.	Matters concerning the sale of goods or the supply of services, which adversely affect the
	interests of consumers. Competition affecting markets in the United Kingdom.
Rail Regulator.	The provision and supply of railway services.
Standards Board for England.	Breaches by a member or co-opted member of a relevant authority (as defined in Section 49(6) of the Local Government Act 2000) of that authority's Code of Conduct.
Local Commissioner in Wales.	Breaches by a member or co-opted member of a relevant authority (as defined in section 49(6) of the Local Government Act 2000) of that authority's Code of Conduct.
Standards Commission for Scotland and the Chief Investigating Officer.	Breaches by a councillor or a member of a devolved public body (as defined in Section 28 of the Ethical Standards in Public Life, etc., (Scotland) Act 2000) of the Code of Conduct applicable to that councillor or member under that Act.
Treasury.	The carrying on of insurance business.

Secretary of State for Trade and Industry.	Fraud, and other misconduct, in relation to companies, investment business, insurance business, or multi-level marketing schemes (and similar trading schemes); insider dealing. Consumer safety.
Secretary of State for Transport.	Compliance with merchant shipping law, including maritime safety.
Local authorities which are responsible for the enforcement of consumer protection legislation.	Compliance with the requirements of consumer protection legislation.
Local authorities which are responsible for the enforcement of food standards.	Compliance with the requirements of food safety legislation.
A person ("person A") carrying out functions, by virtue of legislation, relating to relevant failures falling within one or more matters within a description of matters in respect of which another person ("person B") is prescribed by this Order, where person B was previously responsible for carrying out the same or substantially similar functions and has ceased to be so responsible.	Matters falling within the description of matters in respect of which person B is prescribed by this Order, to the extent that those matters relate to functions currently carried out by person A.

10. Promoting our Interests

During your employment you must not do anything which may damage our interests, trade, business or goodwill, bring us into disrepute or set up in competition with us. You must immediately disclose any breach of these terms to us, whether in respect of your own breach or that of a colleague.
Breach of this section may result in disciplinary action being taken against you and may result in the termination of your employment without notice for gross misconduct.

11. ANTI-CORRUPTION AND BRIBERY POLICY

Policy statement:

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

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

The purpose of this policy is to:

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

Bribery and corruption are punishable for individuals by up to ten years' imprisonment and if we are found to have taken part in corruption we could face an unlimited fine, be excluded from tendering for public contracts and face damage to our reputation. We therefore take our legal responsibilities very seriously.

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

Who is covered by the policy?

This policy applies to all individuals working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, home workers, casual workers and agency staff, volunteers, interns, agents, sponsors, or any other person associated with us, or any of our subsidiaries or their employees, wherever located (collectively referred to as workers in this policy).

What is bribery?

A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage.

Examples:

Offering a bribe

- You offer a potential client tickets to a major sporting event, but only if they agree to do business with us.
- This would be an offence as you are making the offer to gain a commercial and contractual advantage. We may also be found to have committed an offence because the offer has been made to obtain business for us. It may also be an offence for the potential client to accept your offer.

Receiving a bribe

- A supplier gives your nephew a job, but makes it clear that in return they expect you to use your influence in our organisation to ensure we continue to do business with them.

- It is an offence for a supplier to make such an offer. It would be an offence for you to accept the offer as you would be doing so to gain a personal advantage.

Bribing a foreign official

- You arrange for the business to pay an additional payment to a foreign official to speed up an administrative process[, such as clearing our goods through customs].
- The offence of bribing a foreign public official has been committed as soon as the offer is made. This is because it is made to gain a business advantage for us. We may also be found to have committed an offence

Gifts and Hospitality

This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties.

- It is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
- It complies with local law;
- It is given in our name, not in your name;
- It does not include cash or a cash equivalent (such as gift certificates or vouchers);
- It is appropriate in the circumstances. For example, in the UK it is customary for small gifts to be given at Christmas time;
- Taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time;
- It is given openly, not secretly; and
- Gifts should not be offered to, or accepted from, government officials or representatives, or politicians or political parties, without the prior approval of your manager OR the compliance manager.

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

What is not acceptable?

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

- Give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- Give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;
- Accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;
- Accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by us in return;
- Threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or
- Engage in any activity that might lead to a breach of this policy.

Facilitation payments and kickbacks

We do not make, and will not accept, facilitation payments or "kickbacks" of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official. They are not commonly paid in the UK, but are common in some other jurisdictions [in which we operate].

If you are asked to make a payment on our behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with any Director of RealiseEd.

Kickbacks are typically payments made in return for a business favour or advantage. All workers must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

Donations

We do not make contributions to political parties. We only make charitable donations that are legal and ethical under local laws and practices. No donation must be offered or made without the prior approval of the compliance manager.

Your responsibilities

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

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

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

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

Record-keeping

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

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

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

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

How to raise a concern

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

What to do if you are a victim of bribery or corruption

It is important that you tell [the compliance manager as soon as possible if you are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity.

Protection

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

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

Training and communication

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

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

Who is responsible for the policy?

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

The compliance manager has primary and day-to-day responsibility for implementing this policy, and for monitoring its use and effectiveness [and dealing with any queries on its interpretation]. Management at all levels are responsible for ensuring those reporting to them are made aware of and understand this policy and are given adequate and regular training on it.

Monitoring and review

The compliance manager will monitor the effectiveness and review the implementation of this policy, regularly considering its suitability, adequacy and effectiveness. Any improvements identified will be made as soon as possible. Internal control systems and procedures will be subject to regular audits to provide assurance that they are effective in countering bribery and corruption.

All workers are responsible for the success of this policy and should ensure they use it to disclose any suspected danger or wrongdoing.

Workers are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the compliance manager.

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

Potential risk scenarios: "red flags"

The following is a list of possible red flags that may arise during the course of you working for us and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.
If you encounter any of these red flags while working for us, you must report them promptly [to your manager OR to the compliance manager OR using the procedure set out in the whistleblowing policy]:

- you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
- you learn that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;
- a third party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;
- a third party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- a third party requests an unexpected additional fee or commission to "facilitate" a service;
- a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- a third party requests that a payment is made to "overlook" potential legal violations;
- a third party requests that you provide employment or some other advantage to a friend or relative;
- you receive an invoice from a third party that appears to be non-standard or customised;
- a third party insists on the use of side letters or refuses to put terms agreed in writing;
- you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us;
- you are offered an unusually generous gift or offered lavish hospitality by a third party

12. HEALTH AND SAFETY POLICY AND PROCEDURES

The Policy

This policy has been drawn up in response to and in accordance with the Health and Safety at Work Act 1974.

The Directors of RealiseEd are aware that it has a responsibility to ensure that all reasonable precautions are taken to provide and maintain working conditions which are safe, healthy and comply with all statutory requirements and codes of practice for all staff, management, users and the general public.

RealiseEd will, so far as is reasonably practicable, pay particular attention to:

- The provision and maintenance of equipment and systems of work that are safe and healthy.
- Involving and motivating staff in health and safety matters.
- Controlling situations which may threaten life, health and safety matters.
- The maintenance of a working environment that is safe, without risks to health and provides adequate facilities and arrangements for welfare at work.

The Procedure

1. The Directors are responsible for safety in RealiseEd and will monitor the policy; it will be reviewed annually. The Directors will ensure that sufficient resources are available to provide any health and safety equipment, personal protective equipment, training where appropriate in manual handling and the provision of eye tests for those who habitually use display screen equipment. Information and training for staff and volunteers will be provided, as far as is reasonably practicable, to achieve and maintain a high standard of safety.

2. The Safety Officer is the Director whose responsibilities cover maintenance of safety records; investigation of accidents; providing accident statistics and keeping a watching brief on changing safety legislation. He or she reports directly to the Directors. The Safety Officer, with a view to prevention of future occurrences, will carry out full investigations of accidents.

3. The Director/Line Manager has responsibility to provide leadership and to promote responsible attitudes towards health and safety. Managers will ensure that all staff are given induction training into health and safety procedures. All new staff will be shown the location of the first aid box, fire exit doors and fire fighting equipment. Managers will ensure good housekeeping standards. They will review periodically all new and existing equipment with reference to mechanical and operational safety and carry out regular safety checks and audits.

4. All staff have a responsibility to do everything they can to prevent injury to themselves, their colleagues and others affected by their actions or omissions at work. They are expected to follow RealiseEd's procedures in particular, to report any incidents that have or may have led to injury or damage. All staff should ensure that they use any equipment provided in accordance with training that they have received. They should report any serious or imminent danger and any shortcomings that they see in the protection arrangements to their manager.

Accidents

In the event of an accident, all staff must report full details to their manager. All accidents will be recorded in the accident book and reported to the inspecting authority as and when necessary. The manager and safety officer will investigate all accidents. The safety officer will ensure that necessary action is taken to prevent recurrence.

First Aid

During induction, all staff and volunteers will be shown the location of the nearest first aid box. First aid boxes will be placed in appropriate places.

Fire

Fire exits must be kept clear of obstruction. Fire doors must be kept shut at all times.

Electrical Equipment

Electrical equipment is normally safe, provided it is properly installed and regularly inspected. Remember that water and liquids are conductors of electricity and their associations with faults caused by, for example, damaged cables, flexes, plugs and sockets, the overloading of circuits and fuses would make the shock more sever. Therefore:

- Never touch electrical equipment with wet hands; or move any portable equipment without disconnecting it from the mains; or make electrical repairs; or do other electrical work unless authorisation has been given.
- Keep electrical supply cables and flexes away from wet areas or from where they will be damaged.
- Always switch off all equipment when not required unless continuous operation is necessary. All defective equipment must be reported. A qualified electrician will check all electrical equipment annually.

Risk Assessments

Risk Assessments are carried out annually in order to remove hazards or minimise the risk to an acceptable level.

VDU Users

An assessment will be made of each workstation to ensure that there is adequate light, seating, screen protection, foot rests and support for typing.

Control of Substances Hazardous to Health (COSHH)

Hazardous substances will be identified and, if possible, safer alternatives will be found. If this is not possible, then substances will be labelled and stored safely.

Manual Handling

- Do not lift objects which pose undue strain
- Always check the load before moving it
- Avoid the need for handling wherever possible
- Always use appropriate aids
- Do not attempt to lift alone if two people are more appropriate

Training will be provided for staff.

Monitoring and Reviewing

RealiseEd is committed to ensuring safe working conditions for all staff and volunteers. The safety officer is responsible for monitoring these procedures on a regular basis and the Directors will review this policy annually.

13. ALCOHOL AND DRUGS POLICY

RealiseEd believes that it is essential that all employees, workers and those who render services to the Company or at the Company's premises are in full command of themselves and of all of their faculties throughout the working day.

- RealiseEd requires you to present yourself for work on each occasion required under your contract in complete command of all your faculties i.e. without any dependence on alcohol or any other drugs of a non-medicinal nature and to maintain that state until the completion of your working hours under your contract. If during the course of your working day you have to take medicinal drugs on a regular basis, this fact should be known to your Line Manager confidentially.

- In the event that you present yourself at work or during working hours you are in a condition where your Line Manager believes you to be under the influence of alcohol or drugs and you are not able to carry out your duties in a proper, fit and safe way you will not be allowed to commence work or continue work. Instead you

will be suspended without pay and not allowed to return until such a time as you are in full control of your faculties.

- In addition such behaviour will be subject to the disciplinary procedure of RealiseEd and after due investigation may result in dismissal as a result of gross misconduct.

- RealiseEd is obliged to investigate all the circumstances surrounding such behaviour prior to commencing the disciplinary procedure and this may, where necessary, include seeking medical advice as to your condition including requiring you to submit to a medical examination. RealiseEd is obliged to investigate such matters in as much detail as possible and therefore expects you to comply with any requests that you submit to such examinations. You may appeal in accordance with the Company's disciplinary procedure.

- If the disciplinary procedure is evoked and you receive a disciplinary sanction short of dismissal or if you have a successful appeal RealiseEd will recommend that you take advantage of counselling services to help control your problem and you will be required to act of any such recommendation. In the event that you need to be absent from work for a period of treatment for either alcohol or drug dependency a reasonable leave of absence will normally be granted to cover this on an unpaid basis.

- If RealiseEd suspects that you are in the possession of alcohol or drugs you will be required to consent to a search of your belongings. If you are found to be in possession of any alcohol or illegal substances you will be suspended from your duties pending further investigation. This matter will be dealt with under the Company's disciplinary procedure and after due investigation it may result in dismissal for gross misconduct.

- If RealiseEd believes you are dealing, buying, selling or receiving drugs or alcohol you will suspended from your duties while an investigation is carried out. Where a criminal offence is suspected the Company shall inform the police.

- All employees and workers are required to inform RealiseEd or any appropriate person if they suspect any fellow worker may be acting in breach of this policy.

14. Sickness Absence Policy

You should telephone personally your manager one hour before you are expected to start work explaining the nature of your illness, the expected length of your absence, how we can contact you and any urgent work that requires attention. Your manager may contact you during your absence to understand more about your absence and when you might return.

We will need to see a completed self-certification form for absences up to and including five calendar days in any 30 day period.

For absence of more than five calendar days in a 30 day period you must obtain a certificate from your doctor (a "Statement of Fitness for Work") stating that you are not fit for work and the reason(s) why. This should be posted by registered delivery to your manager under 'private and confidential – addressee only' cover immediately on receipt of the statement. Any further absences must be covered by such statements until you return to work.
If we are concerned about your reason for absence, or the number of short-term absences you have had, we may require a Statement of Fitness for Work for each absence regardless of duration. In such circumstances, we will cover any costs incurred in obtaining such medical certificates.

Sick pay

If you are absent from work you are entitled to:

(a) Statutory Sick Pay (SSP) provided the relevant requirements are satisfied. Qualifying days for SSP purposes are your normal working days;
(b) Company sick pay in accordance with your contract provided that you comply with our sickness absence reporting procedure. If you do not, we reserve the right to withhold payment of company sick pay. Any company sick pay paid to you will include any SSP to which you are entitled. You will not receive any company sick pay irrespective of any contractual right where you are subject to disciplinary allegations which are being investigated or you are suspended or there is a disciplinary hearing pending or a disciplinary decision is still to be communicated following a disciplinary hearing.

If a period of sickness absence is or appears to be due to actionable negligence, nuisance or breach of any statutory duty by a third party, you must immediately notify your manager of that fact and of any claim,

compromise, settlement or judgment made or awarded in connection with it. If we require you to do so, you must refund to us an amount equivalent that part of any damages or compensation you recover that relates to lost earnings for the period of sickness absence, less any costs you incurred in connection with the recovery of such damages or compensation, provided that the amount to be refunded to us shall not exceed the total amount we paid to you in respect of the period of sickness absence.

Medical examinations

You agree to consent to a medical examination by a doctor or occupational health consultant nominated by us (at our expense) at our request. You agree that any report produced in connection with any such examination may be disclosed to us and that we may discuss the contents of the report with our advisers and the relevant doctor or occupational health consultant.

If you have been absent on sick leave we will arrange for you to have a return-to-work interview with your manager or someone designated by them.

If you are absent, your manager may wish to meet you with you during your absence to discuss:

(a) whether a medical examination is required;
(b) the outcome of any medical examination;
(c) your ability to return to/remain in your job;
(d) the reasons for and impact of your on-going absence(s) on our organisation;
(e) how long your absence is likely to last;
(f) further meetings to review the position;
(g) the likelihood of further absences;
(h) a review of any report produced at our request by a doctor or occupational health consultant;
(i) possible redeployment and reasonable adjustments;
(j) any further meetings which will be required;
(k) a review of previous meetings to discuss your absence and previous warnings you may have received for the level of absence;
(l) whether a warning, final warning or dismissal is possible following the meeting.

We will give you notice and write to you in advance of any meeting we hold under this procedure explaining the nature of the discussions, the possible outcome of the meeting and your right to be represented by a colleague or trade union representative.

You may appeal against the outcome at any stage of this procedure in writing, stating the full grounds of appeal, to another manager or a director within seven days of the date on which any decision is sent to you.

Any breach of our sickness absence procedure will be dealt with under our Disciplinary Procedure and may result in your employment being terminated for gross misconduct.

15. Capability Procedure Policy

We will normally try and deal with performance issues informally before we invoke this procedure. In cases of gross negligence then dismissal without previous warnings may be appropriate.

We will require you to attend a formal capability hearing if your performance is not of the standard that we consider satisfactory. We will write to you inviting you to a meeting and giving you notice of the date that it is to take place. We will include a summary of any relevant information gathered as part of any investigation, a copy of any relevant documents which will be used at the capability hearing and a copy of any previous reviews and warnings.

You may bring a companion to any capability hearing or appeal hearing under this procedure. Both you and your companion should keep confidential the nature and content of the discussions.

At any formal capability meeting your manager will discuss where we consider your performance to be lacking, any targets missed, targets for improvement, training or supervision that may be helpful, any possible warning, final written warning or dismissal which might follow as a result of the meeting, review of previous meetings and warnings given and the consequences of failing to improve within any review period.

Any warning will remain live for between six months to twelve months depending on the circumstances. We will notify you in writing of the length of the warning once a decision has been made following any meeting.

The warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future capability proceedings once it has expired.

You may appeal any warning or dismissal in writing, stating your full grounds of appeal, to another manager or a director within one week of the date on which you were informed in writing of the decision.

We may decide to change the personnel who have authority to carry out any meeting under this procedure.

16. Disciplinary Procedure Policy

This procedure is used to deal with misconduct and gross misconduct. Examples of misconduct and gross misconduct can be found below.

We will always try and deal with minor issues of misconduct through informal discussions. Where those informal discussions don't lead to a change in behaviour or aren't appropriate we will implement our formal procedure. A note of any informal discussions may be placed on your personnel file.

must treat as confidential any information communicated to you in connection with an investigation or disciplinary matter. Failure to do so may be considered a disciplinary matter in itself.

You must co-operate fully and promptly in any investigation we undertake in respect of a potential disciplinary issue. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.

You do not have the right to bring a companion to an investigative interview.

We may suspend you from work where you are subject to an investigation or disciplinary proceedings. The suspension will be for no longer than is necessary to investigate the allegations or deal with the disciplinary issues. While suspended you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless you have been authorised to do so by your manager. To do so may be classified as a disciplinary issue.

Suspension does not mean that any decision has already been made about allegations of misconduct. You will continue to receive your full basic salary during the period of suspension but you may be required to return any company property to us during this period, whether provided to you as a benefit or otherwise. Compensation will not be available for any return of property.

If we consider there are grounds for disciplinary action, you will be required to attend a disciplinary hearing. The disciplinary officer will inform you in writing of the allegations against you, the basis for those allegations, and the possible consequences following the hearing. We may also include a summary of relevant information, a copy of any relevant documents and a copy of any relevant witness statements, except where a witness's identity is to be kept confidential. Our letter will explain the date, time and place of the disciplinary hearing and who will be present at the hearing.
You may bring a companion to any disciplinary hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell the disciplinary officer who your chosen companion is, in good time before the hearing. Your companion may assist you during the meeting other than to answer questions put directly to you.

We may require you to choose someone else if in our opinion your companion may have a conflict of interest or may prejudice the hearing or if your companion is unavailable at the time a hearing is scheduled and will not be available in the five working days following the original suggested date of the hearing.

You have the right to call any witnesses to the hearing whom we and you deem relevant. If we consider that a witness that you intend to call is not relevant to the hearing then you will not be permitted to invite them.

We may have a note taker at any hearing that takes place along with an individual to manage the disciplinary process who will not take any part in the disciplinary decision.

Procedure at disciplinary hearings

You must make every effort to attend the hearing; failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so (for example for health reasons), we may have to take a decision based on the available evidence in your absence.

The disciplining officer will inform you in writing of their decision usually within one week of the disciplinary hearing.

We reserve the right to decide on the appropriate disciplining officer in respect of any disciplinary hearing or investigation; they may not always be your manager and may be an individual from outside of our organisation.

Disciplinary penalties

The usual penalties for misconduct are set out below (which is not an exhaustive or exclusive list).

Stage 1 - First written warning. Usually lasting six months (but possible to last for 12 months depending on the circumstances) and appropriate where the allegations relate to a first act of misconduct where there are no other active written warnings on your disciplinary record.

Stage 2 - Final written warning. Usually lasting twelve months and appropriate for:

(a) misconduct where there is already an active written warning on your record; or
(b) misconduct that we consider sufficiently serious to warrant a final written warning even though there are no other active warnings on your record.

Stage 3 - Dismissal. Appropriate where there is further misconduct during the life of a final written warning, serious misconduct during the life of a warning or gross misconduct. Gross misconduct will usually result in immediate dismissal without notice or payment in lieu of notice (summary dismissal). The date of termination of your employment is the earlier of the date when you are told that you are dismissed or the date that you receive a letter from us confirming your dismissal. Examples of gross misconduct are set out below.

Where a warning has expired it will remain permanently on your personnel file but will be disregarded in deciding the outcome of future disciplinary proceedings.

Alternatives to dismissal. In some cases we may at our discretion consider alternatives to dismissal. These may be accompanied by a final written warning. Examples of alternatives to dismissal include:

(a) Demotion.
(b) Transfer to another team or job.
(c) A period of suspension without pay.
(d) Loss of seniority.
(e) Reduction in pay.
(f) Loss of future pay, increment or bonus. (g) Loss of overtime.

Appeals

You may appeal a first or final written warning or your dismissal in writing, stating your full grounds of appeal, to a director within one week of the date on which you were informed of the decision. We will give you written notice of the date, time and place of the appeal hearing. This will normally be no more than seven days after you receive the written notice.

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

You may bring a companion with you to the appeal hearing who is a colleague or trade union representative. We reserve the right to decide on the appropriate appeal officer in respect of any allegation, who may not be a director and may be an individual from outside of our organisation.

We may bring a note taker to the hearing along with an individual to manage the appeal process who will not take any part in the appeal decision.

Following the appeal hearing we may confirm the original disciplinary decision or withdrawn it or substitute a different penalty. We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. Where possible we will also explain this to you in person or over the telephone. There will be no further right of appeal.

Examples of misconduct and gross misconduct

The following are examples of matters that we classify as misconduct and will be dealt with under our Disciplinary Procedure:

(a) Minor breaches of our policies;
(b) Minor breaches of your contract of employment;
(c) Poor timekeeping;
(d) Excessive use of our telephones for personal calls;
(e) Excessive personal e-mail or internet usage;
(f) Time wasting;
(g) Unintended damage to our property;
(h) Negligence in the performance of your duties; or (i) Smoking in no-smoking areas.

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

Gross misconduct is a serious breach of contract and includes misconduct which, in our opinion, is likely to prejudice our business or reputation or irreparably damage the working relationship and trust between us or make it impossible for you to do your job. Gross misconduct will be dealt with under our Disciplinary Procedure and will normally lead to dismissal without notice or pay in lieu of notice (summary dismissal). The following are examples of matters that are normally regarded as gross misconduct:

(a) Obscene language or other offensive behaviour;
(b) Unauthorised use of our property;
(c) Unauthorised absence from work;
(d) Deliberate damage to our buildings, fittings, property or equipment, or the property of a colleague, contractor, agent, customer or member of the public;
(e) Repeated or serious failure to obey instructions, or any other serious act of insubordination;
(f) Causing loss, damage or injury through serious negligence;
(g) Unlawful discrimination or harassment;
(h) Serious misuse of our property or name;
(i) Deliberately accessing internet sites containing pornographic, offensive or obscene material or in breach of our Information and Communications Systems Policy;
(j) Theft or fraud;
(k) Actual or threatened violence;
(l) Behaviour which provokes violence or bullying;
(m) Bringing our organisation into serious disrepute;
(n) Being under the influence of alcohol, illegal drugs or other substances during working hours;
(o) Unauthorised use, processing or disclosure of personal data contrary to our Data Protection Policy;
(p) Use or disclosure of confidential information intentionally or otherwise directly or indirectly;
(q) A breach of our Anti-corruption Policy;
(r) Conviction for a criminal offence that in our opinion may affect our reputation or our relationships with our staff, customers or the public, or otherwise affect your suitability to continue to work for us;
(s) Serious neglect of duties, or a serious or deliberate breach of your contract of employment or our operating procedures;
(t) Harassment of, or discrimination against, employees, customers, clients or members of the public, related to gender, marital or civil partner status, gender reassignment, religion or belief, race, caste, colour, nationality, ethnic or national origin, disability, or age contrary to our Equal Opportunities Policy or our Anti-harassment Policy;
(u) Knowingly taking parental, paternity, adoption or annual leave when not eligible to do so;
(v) Making a disclosure of false or misleading information under our Whistleblowing Policy maliciously, for personal gain, or otherwise in bad faith;
(w) Giving false information as to qualifications or entitlement to work (including immigration status) in England;
(x) Providing false information on a document provided by you to us to secure employment with us; (y) Making untrue allegations in bad faith against a colleague;
(z) Victimising a colleague who has raised concerns, made a complaint or given evidence or information under our Anti-harassment Policy, Whistleblowing Policy, Anti-corruption Policy, Grievance Procedure, Disciplinary Procedure or otherwise;
(aa) Misuse of developed or licensed software or use of unauthorised software; (bb) Undertaking unauthorised paid or unpaid employment during your working hours;

This list is intended as a guide and is not exhaustive

17. Grievance Procedure Policy

Most grievances can be resolved informally through discussion with your manager. If you consider that you still need to raise your grievance formally then you should follow the process outlined below:

Step 1: written grievance

You should put your grievance in writing and submit it to your manager. If your grievance concerns your manager you may submit it to their manager or another manager of the same level as them.

Your written grievance should set out:

(a) the nature of the complaint,
(b) any relevant facts, dates, and evidence; (c) the names of individuals involved; (d) the names of witnesses.

Step 2: meeting

We will arrange a grievance meeting, normally within one week of receiving your written grievance. You should make every effort to attend. If you fail to attend we will either assume that you have retracted your grievance or will deal with the grievance in your absence.

Where you raise a grievance upon termination of your employment you will be expected to attend the grievance hearing despite the fact that your employment with us may have ended. If you fail to do so we will either assume that you have retracted your grievance or will deal with the grievance in your absence.

You may bring a companion who is a colleague or trade union representative to the grievance meeting. Your companion may not answer questions put directly to you.

We will write to you, usually within one week of the grievance meeting, to confirm our decision and notify you of any further action that we intend to take to resolve the grievance. We will also advise you of your right of appeal.

Step 3: appeals

If the grievance has not been resolved to your satisfaction you may appeal in writing to a director, stating your full grounds of appeal, within one week of the date on which the grievance decision was sent or given to you.

We will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially by a director where possible who has not previously been involved in the case. You will have a right to bring a companion who is a colleague or trade union representative. That companion may not answer questions put to you directly.

We will confirm our final decision in writing, usually within one week of the appeal hearing.

We reserve the right to chose different employees and individuals outside of our organisation to carry out grievance hearings.

18. COMPLAINTS POLICY AND PROCEDURE

COMPLAINTS POLICY

RealiseEd is committed to providing a high level service to our customers. If you do not receive satisfaction from us we need you to tell us about it. This will help us to improve our standards.

COMPLAINTS PROCEDURE

If you have a complaint, please contact Suzanne O'Brien, Information Security Manager by phone 01509 615290 in the first instance so that we can try to resolve your complaint informally.

At this stage, if you are not satisfied please write to Suzanne O'Brien at: Unit 20 The Office Village, North Road, Loughborough, Leicestershire, LE11 1QJ.

Next steps:

1. We will send you a letter acknowledging your complaint and asking you to confirm or explain the details set out. We will also let you know the name of the person who will be dealing with your complaint. You can expect to receive our letter within 5 days of us receiving your complaint.

2. We will record your complaint in our central register within a day of having received it.

3. We will acknowledge your reply to our acknowledgment letter and confirm what will happen next. You can expect to receive our acknowledgement letter within 5 days of your reply.

4. We will then start to investigate your complaint. This will normally involve the following steps;

   - We may ask the member of staff who dealt with you to reply to your complaint within 5 days of our request;
   - We will then examine the member of staff's reply and the information you have provided for us. If necessary we may ask you to speak to them. This will take up to 4 days from receiving their reply.

5. Suzanne will then invite you to meet her to discuss and hopefully resolve your complaint. She will do this within 5 days of the end of our investigation.

6. Within 2 days of the meeting Suzanne will write to you to confirm what took place and any solutions she has agreed with you.

   If you do not want a meeting or it is not possible, Suzanne will send you a detailed reply to your complaint. This will include her suggestions for resolving the matter. She will do this within 5 days of completing her investigation.

7. At this stage, if you are still not satisfied you can write to us again. Another Director of the company will review Suzanne's decision within 10 days.

8. We will let you know of the outcome of this review within 5 days of the end of the review. We will write to you confirming our final position on your complaint and explaining our reasons. If you are still not satisfied, you can contact the Employment Agencies Standards Inspectorate at the Department for Business Innovation and Skills or the REC, the industry trade association, of which we are a member by writing to the Consultancy and Compliance Team, REC, Dorset House, 1st Floor, 27 - 45 Stamford Street, London, SE1 9NT.

If we have to change any of the time scales above, we will let you know and explain why.

NOTE: In any event, we will comply with any statutory procedures that may relate to your complaint.

19. Layoff & Short Time Working Policy

We hope we never have to rely on this paragraph but from time to time we may require the opportunity to temporarily reduce our workforce or the hours they work. You agree we have the right to lay you off or place you on short working time. Lay off will not be regarded as a break in continuous service. We will recognise your right to guaranteed payments. No other payment will be made during a period of lay off.

20. Garden Leave Policy

This paragraph forms part of your contractual terms.
If you or we have given notice to end your employment we may during all or part of your notice require that you:

(a) stay away from our premises and those of our suppliers, clients/customers or agents;
(b) perform new or different duties or stop doing your job;
(c) return any property belonging to us and provide us with any passwords you use in doing your job; (d) are available to perform any duties we request of you (other than when taking holiday); and (e) take any accrued untaken annual leave.

During any period of notice which you serve in accordance with the terms of this policy you must not contact or attempt to contact any of our directors, employees, suppliers, clients/customers or agents except at our request and you must disclose to us any approach made to you by any director, employee, supplier, client/customer or agent of ours. You must also assist in the handover of your role and answer any queries we may have. You will remain an employee of ours and must not start paid or unpaid work for anyone else during the period of your notice. You will continue to be bound by the terms of your contract of employment.

[During any period of notice which you serve in accordance with the terms of this policy you will only be entitled to your salary (less the usual deductions for PAYE and National Insurance Contributions). Your benefits will cease immediately and you will not be entitled to any payment in lieu of benefits.]

21. Payment In Lieu of Notice Policy

At any time after notice has been served by you or us to terminate your employment and at our sole discretion we may terminate your employment with immediate effect by paying you a sum in lieu of notice ("Payment in Lieu") equal to the basic salary or wage you would have been entitled to receive under your contract of employment (or, if notice has already been given, during the remainder of your notice period) less income tax and National Insurance contributions.

Any Payment in Lieu shall not include any element in relation to bonus or commission payments whether falling due for payment or otherwise, any payment in respect of benefits which you would have been entitled to receive during the period for which the Payment in Lieu is made and any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made. [1]

22. Recovery of Training Costs

This section forms part of your contract of employment.

Training can be a significant financial investment for us. Obviously when we agree to train you we're hoping we'll benefit from what you've learnt.

If you leave employment with us having attended training in the 24 months before your departure we may require you to repay to us some or all of the fees associated with that training in the following way:

(f) if your employment ends before you attend the training session/course or before your completion of the training course and we have already paid for the cost of the training then 100% of the training fee paid by us must be repaid unless we can secure a refund from the provider before the end of your employment;

(g) if your employment ends within six months of completing the training session or course, 80% of the fee paid by us for that training session or course must be repaid;

(h) if your employment ends between six months and 12 months after completing the training session or course, 60% of the fee paid by us for that training session or course must be repaid;

(i) if your employment ends more than 12 months but no more than 24 months after completion of the training session or course, 30% of the fee paid by us for that training must be repaid.

If we are entitled to any sum mentioned above from you then you agree that we may deduct that sum from any money that we owe to you. If you still owe us then you agree to repay the amount immediately to us.

If we decide not to recover from you any sum mentioned above then you agree that you are responsible for any income tax and National Insurance Contributions on the training cost, and indemnify us in respect of the same.

23. Customer Service Policy

RealiseEd is a member of the Recruitment and Employment Confederation (REC) and adheres to their Code of Professional Practice.

RealiseEd Customer Service Policy Statement
At RealiseEd we endeavour to provide you with the best possible service at all times. If you would like to make any comments, suggestions, raise a query or make a complaint about the service you have received, please contact us, our contact details are set out below. We will respond to your query within 3 - 5 **working days**.

This policy will be kept up to date, to reflect changes in the nature and size of the business. To ensure this, the policy and its effectiveness will be reviewed annually.

Courtesy
All recruitment consultants will be trained in customer service standards; will exhibit customer friendly service skills; and be knowledgeable, professional and courteous in meeting the needs of our customers.

Communication
We at RealiseEd will return all phone calls and emails received from clients and registered candidates and applications in respect of specific vacancies within agreed timescales. Where we are unable to meet this agreement, we will inform you of this as soon as possible and agree a new deadline.

Consistency
As part of our commitment to upholding professional standards, we will review our policies annually to ensure that they continue to meet business needs and the Recruitment and Employment Confederation's Code of Professional Practice; and that they are consistently applied to all our customers.

Complaints
RealiseEd seeks fair, just and prompt solutions when possible to any complaints and appeals. All such issues should be directed to the Managing Director in the first instance, where they will be acknowledged and directed to the attention of the appropriate person. A complaints policy is in place for any disputes; copies are available from our offices on request.

Access to Information
We comply fully with the provisions of the Data Protection Act 1998. Any personal or confidential information held by us about a client or work seeker is fully accessible to that person or body for review or editing by contacting the Information Security Manager or Managing Director.

Reduce Bureaucracy
Wherever possible, without compromising our legal requirements and professional standards we strive to reduce the burden of unnecessary paperwork.

How to Contact Us
RealiseEd, Unit 20 The Office Village, North Road, Loughborough, LE11
1QJ Tel: 01509 615 290
Fax: 0845 123 3849
Email: admin@RealiseEdgroup.com
Internet: www.RealiseEdgroup.com

24. Values, Ethics and Standards Policy

Mission Statement

RealiseEd is dedicated to:

1. Delivering service excellence in finding our clients and candidates the right solution – first time, every time
2. Developing and rewarding our staff, and
3. Working in partnership with our customers and suppliers to our mutual benefit.

Values and ethics

RealiseEd is a member of the Recruitment and Employment Confederation (REC) and agrees to be bound by its Code of Professional Practice. We endeavour to maintain the highest levels of confidentiality and good business ethics at all times. We employ fair and honest methodologies and ensure that our staff are aware of and comply with all relevant legislation, statutory codes and internal quality systems.

We believe that the Company's prosperity should be shared beyond those directly involved with the business and that a fundamental obligation exists to contribute to the wider community in which we operate. As a demonstration of this, the agency is committed to donating 10% of annual retained profits to chosen charities

Staff Standards

All staff are required to consistently meet performance standards relevant to their role, and to ensure that company standards, policies and procedures are adhered to at all times.

Service Standards

The following minimum standards are mandatory:

Candidates

Enquiries are dealt with within 24 hours.

Each candidate is fully registered, tested/qualifications checked (where appropriate) and referenced, prior to being placed.

Written terms of engagement are provided to all temporary workers prior to being supplied.

All vacancies or assignments are discussed with candidates prior to their details being submitted to clients

Feedback is relayed to all parties, where appropriate, on the day of receipt.

Clients

All clients are visited and terms of business discussed and agreed prior to business being conducted.

All client instructions are processed on the day of receipt

As a minimum, clients are kept updated on progress of current instructions on a weekly basis.

Administration

Full, accurate and up-to-date records on all transactions are kept in accordance with our statutory obligations.

25. Company Mobile Phones and Driving Policy

RealiseEd is committed to reducing the risks which our employees face and create when driving or riding for work.

Managers must:

Lead by example, both in the way they drive themselves and by not tolerating poor driving practice among colleagues. They must never make or receive a call on a hand-held mobile phone while driving.

Managers must ensure:

1. Lead by personal example
2. Employees understand their responsibilities not to use a hand-held mobile phone while driving
3. Employees switch phones to voicemail, or switch them off, while driving, or ask a colleague who is a passenger to use the phone
4. Employees plan journeys to include rest stops which also provide opportunities to check messages and return calls
5. Work practices do not pressurise employees to use a mobile phone while driving.

Employees who drive for work must:

1. Never use a hand-held phone while driving
2. Plan journeys so they include rest stops when messages can be checked and calls returned

3. Employees with a hands-free kit installed in their car should ensure that their use is kept to a minimum

26. Fire Evacuation Procedure

General

- Make yourself familiar with fire exits, break glass points and extinguisher locations.
- The fire assembly point is located in the car park against the fence next to the recycling facility

If you discover a fire:

- Raise the alarm at the break glass alarm point
- Call 999
- Do not tackle the fire yourself unless it is safe and you are trained to do so
- Evacuate the building

Building Evacuation

- On hearing the fire alarm, evacuate the room making sure, where possible, that the room is clear of people
- Close all doors on the way out if safe to do so
- Check nearest toilet if safe to do so
- Calmly leave the building by the nearest and safest fire exit. All exits are clearly signed.
- Do not re-enter the building until the all clear is given
- Prevent others from re-entering the building.
- Make your way to the assembly point

Fire Exit Locations:
Main entrance

Fire Alarm Break Glass Point Locations:
Kitchen area
Foot of stairs by main entrance

Fire Extinguisher Locations:
Two upstairs
Two downstairs

27. No Smoking Policy

Name and address of the premises to which this policy applies:

Unit 20 The Office Village, North Road, Loughborough, Leicestershire, LE11 1QJ

whilst driving. You must only take calls whilst driving if it is safe to do so, and you remain in proper control of your vehicle. If circumstances change during the call, you must end the call without delay. You should call back once you have stopped in a safe place and switched off the engine.

Introduction
This policy has been developed to protect all employees, service users, customers and visitors from exposure to passive smoking and to assist compliance with the Health Act 2006 and other legislation. The company recognises that health, safety and welfare of employees and anyone else directly affected by the company's operations are of prime importance.

Exposure to passive smoking increases the risk of lung cancer, heart disease and other serious illnesses. Ventilation or separating smokers and non-smokers within the same airspace does not completely stop potentially dangerous exposure.

General Statement

This policy seeks to guarantee a healthy working environment and protect the current and future health of employees, service users, customers and visitors. This policy complies with current law and guarantees the right of non-smokers to breathe in air free from tobacco smoke. It also raises awareness of the dangers associated with exposure to tobacco smoke and takes into account of the needs of those who smoke and aims to support those who wish to stop.

Restrictions on Smoking
Smoking is not permitted in all parts of the company's premises, entrance or grounds at any time by any person regardless of their status or business with the company. This includes areas that are outside but form part of the company's premises.

Visitors
All visitors, contractors and deliverers are required to abide by the no-smoking policy. Staff members are expected to inform customers and visitors of the no-smoking policy politely but firmly to ensure that such visitors comply with the smoking ban. No members of staff are expected to enter into any confrontation which may put their personal safety at risk.

Vehicles
Smoking is not permitted by any person in any company vehicle (including pool vehicles) or any other vehicles being used on company business where the user does not have exclusive, unrestricted use of that vehicle. If an employee uses their own vehicle for company purposes, this vehicle would be exempt from the scope of this policy under the legislation**.**

Support for Smokers
The organisation understands that some of its employees may feel unwilling or unable to give up smoking. Such people may request permission from their immediate manager/supervisor to step outside the building/grounds during coffee/tea breaks to smoke a cigarette. However they must return to their workplace at the due time.

It is recognised that all smokers will need to adjust to this policy and some may welcome some support. If you would like further information or advice about coping with this policy please speak to your line manager.

Help to Stop Smoking
The NHS offers a range of free services to help smokers give up. Visit www.gosmokefree.co.uk or call the NHS Smoking Helpline on 0800 169 0 169 for further details.

Disciplinary Action
Any employee who ignores the smoking ban will be treated in accordance with the company's disciplinary procedure and in the case of repeated offences, may be dismissed from the company's employ.

Employees are also reminded that it is a criminal offence for employees to smoke in smoke-free areas, with a fixed penalty of £50 or prosecution and a fine of up to £200.

28. Environmental Policy Statement

RealiseEd seeks excellence in every aspect of our business and is committed to minimising the environmental impacts of our business operations. Our commitment is to:

- Continuously improve our environmental performance and integrate recognised environmental management best practice into our business operations.
- Reduce our consumption of resources and improve the efficient use of those resources.

- Measure and take action to reduce the carbon footprint of our business activities to meet our published objectives and targets.
- Manage waste generated from our business operations according to the principles of reduction, re- use and recycling.
- Manage our business operations to prevent pollution.
- Give due consideration to environmental issues and energy performance in the acquisition, design, refurbishment, location and use of buildings.
- Ensure environmental, including climate change, criteria are taken into account in the procurement of goods and services.
- Comply as a minimum with all relevant environmental legislation as well as other environmental requirements to which the firm subscribes.

To meet our commitments we will:

- Provide oversight and review of environmental policies and performance, and allocate resources for their effective direction and implementation.
- Set and monitor key objectives and targets for managing our environmental performance at least annually.
- Communicate internally and externally our environmental policy and performance on a regular basis, and encourage feedback.
- Communicate the importance of environmental issues to our people.
- Work together with our people/employees, service partners, suppliers, landlords and their agents to promote improved environmental performance.
- Promote appropriate consideration of sustainability and environmental issues in the services we provide to our clients.
- Review our environmental policy regularly.

This statement represents our general position on environmental issues, and the policies and practices we will apply in conducting our business. The Environmental Policy is accessible via the internal RealiseEd Portal and to other interested parties on request.

29. HIV and Aids Policy

1. RealiseEd expects all employees to treat anyone suffering from the HIV virus (or AIDS) in the same manner they would treat any other employee.

2. Any employee who fails to comply with the provisions of this policy will be regarded as being in breach of the disciplinary rules of RealiseEd.

3. Anyone suffering from HIV/Aids is protected from discrimination by the Disability Discrimination Act 1995.

4. (In relation to healthcare workers employees should refer to the HSC publication “Guidance on the Management of AIDS/HIV Infected Healthcare Workers & Practice Notification” 1998/226 together with any updated and revised guidance.)

30. Miscellaneous Leave Policy

Time Off For Dependants

You will be entitled to reasonable unpaid time off to deal specifically with an emergency involving a dependent. For the purposes of the policy, the definition of a “dependent” includes: spouse, child, parent or a person who lives with you in the same household otherwise than as an employee, tenant, lodger or boarder. The reasons for such leave should be severe and normally unexpected.

Under this policy you are entitled to take a reasonable amount of time off in order to:

- Provide assistance when a dependent falls ill, is injured or assaulted
- To make arrangements for the provision of care for an ill or injured dependent
- Where a dependent has died
- Where care arrangements for a dependent are unexpectedly disrupted.

RealiseEd may give consideration to granting paid compassionate leave of up to [five] days in any of the circumstances mentioned above.

If you have to take time off work to deal with an emergency, you must notify RealiseEd as soon as is reasonably practical, and in most cases on the day of the incident and where possible give an indication of how long you are likely to be absent. RealiseEd reserves its right to refuse the right to time off if you fail to notify RealiseEd with the reasons why you are absent.

Compassionate Leave

Compassionate leave may be granted at the discretion of RealiseEd for reasons such as death of a partner or, close relative, or arranging care for a close relative who is not a dependant. For the purposes of this policy a close relative is defined as spouse, partner, children, siblings, mother, father and grandparents. [This leave will usually be paid up to a maximum of [three] days.] If you require additional leave you may request this in writing and RealiseEd will consider your request. Any additional leave will usually be unpaid.

Religious Holiday Leave

If you require time off to observe a religious festival RealiseEd will at your request consider adjusting your working hours to enable you to take part in the religious observance or allow you time off work. RealiseEd shall be under no obligation to either grant leave or adjust working hours if this is not reasonably possible. Any time off for religious observance, which is permitted by the Company, must be taken as part of your accrued statutory holiday entitlement. Any request for time off to observe a religious festival should be notified to RealiseEd in writing as soon as possible.

Study / Training Leave

At the discretion of the RealiseEd you may be permitted to take up to [three] days additional paid leave per calendar year in order to attend a course or further training. Time off will only be granted if the course or training furthers your skills or qualifications connected to your employment. This does not affect your right under The Right to Time Off for Study or Training Regulations 1999. For further information contact your line manager.

Unpaid Leave

Unpaid leave will be permitted at the discretion of the Director.

31. Training and Annual Performance Reviews

We are committed to developing the skills of our employees and recognise that training benefits both us and you. Training and development needs will be assessed intermittently and training will be provided in line with the needs of our business, our objectives, the needs of our employees and the finances available.

All employees will receive induction training, further job training and training in new working practices as applicable. In addition, staff will be encouraged to develop their abilities to take on wider responsibilities in the organisation whenever this is appropriate.

All new employees and those whose role changes will receive an induction. This will enable them to understand:

(j) their job and its contribution to our operations/objectives;

(k) the standards we expect;

(l) health and safety procedures;

(m) the layout and facilities of their normal place of work;

(n) the legal, quality assurance and environmental procedures applicable to their job, if any.

All training will be planned and recorded in your training records.

If any new working practice, equipment or technology is to be introduced or there is a change in an area of working, you will receive training, instruction or briefing as required.

Annual performance reviews

Training and development needs will be identified and evaluated as part of the review system. The PDR is a two way process and you are encouraged to identify your own training needs and potential opportunities for discussion with your manager or supervisor during the Appraisal: Performance & Development Review (PDR) discussion or at any other appropriate time.

32. Retirement Policy

We need to make plans for our business and want to help you to make plans for your future. We may discuss with you from time to time your future short, medium and long-term plans of employment with us.

If you have decided to retire, we would appreciate as much notice as possible which should be no less than your contractual notice.

We currently have no fixed retirement age.

33. Attendance at Work

This policy applies where it becomes impossible or dangerous for you to travel to work because of:

(a) Extreme, adverse weather such as heavy snow;
(b) Industrial action affecting the transport networks;
(c) Major incidents affecting travel and public safety.

We understand that in such circumstances a flexible approach to your working arrangements might be necessary, whilst ensuring that our business continues to run as effectively as possible.

You are always expected to make a genuine effort to attend work at your normal time. This may include leaving extra time for your journey and/or taking an alternative route (at your own cost). You should not, however, put yourself at unnecessary risk and must make your own judgment as to whether it is appropriate to start or continue your journey to work.

If you are not able to attend work on time or at all you should telephone your manager no less than one hour before your normal start time on each affected day. You may be required to work from home or at a different place of work, by prior arrangement with your line manager. If you are able to do so, you will receive your normal pay for the hours you work. You should continue to monitor the situation in case it improves. If conditions improve sufficiently, you should report this to your line manager who will inform you as to whether or not you are expected to attend your intended place of work for that day.

If you are not able to attend work for a half day or more due to the disruptions listed above you have a choice of either not being paid for that half day or more or taking it as annual leave (after completing the usual holiday documentation).

If you arrive late, you must inform your manager of the reason for your lateness. Your manager will log your lateness along with the reason for your lateness.

If you arrive late or ask to leave early you will be expected to make up any lost time unless the time away from the office is more than half a day, in which case you will have to decide whether to take it as holiday or not be paid for that time.

This policy does not form part of your contract of employment and we may amend it or depart from it as we consider appropriate.

34. Paternity Policy

Definitions

The definitions in this paragraph apply in this policy.

Partner	means someone (whether of a different sex or the same sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle;
Expected Week of Childbirth	means the week, beginning on a Sunday, in which their doctor or midwife expects your spouse, civil partner or Partner to give birth;
Expected Placement Date	means the date on which an adoption agency expects that it will place a child into your care with a view to adoption.

Entitlement to paternity leave

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

(a) You have been continuously employed by us for at least 26 weeks ending with:

(i) in birth cases, the 15th week before the Expected Week of Childbirth;

(ii) in adoption cases, the week in which you or your Partner are notified by an adoption agency that you/they have been matched with a child.

(b) You:

(i) have been matched with a child by an adoption agency;

(ii) are the biological father of the child;

(iii) are the spouse, civil partner or Partner of the child's mother; or

(iv) are the spouse, civil partner or Partner of someone who has been matched with a child by an adoption agency.

(c) You:

(i) expect to have main responsibility (with the child's mother, co-adopter or adopter) for the child's upbringing; or

(ii) are the child's biological father and you expect to have some responsibility for the child's upbringing.

(d) Your intended leave is for the purpose of caring for the child, or supporting the child's mother, adopter or co-adopter in caring for the child.

Timing and length of paternity leave

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

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

(b) In adoption cases, within 56 days of the child's placement.

Notification (birth)

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

(a) The Expected Week of Childbirth;

(b) Whether you intend to take one week's leave or two consecutive weeks' leave; and
(c) When you would like to start your leave. You can state that your leave will start on:

(i) the day of the child's birth;

(ii) a day which is a specified number of days after the child's birth; or

(iii) a specific date later than the first date of the Expected Week of Childbirth.

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

Notification (adoption)

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

(a) The date on which you and/or your spouse, civil partner or Partner were notified of having been matched with the child, together with the Expected Placement Date;

(b) Whether you intend to take one week's leave or two consecutive weeks' leave; and

(c) When you would like to start your leave. You can state that your leave will start on:

(i) the day on which the child is placed with you or the adopter;

(ii) a day which is a specified number of days after the child's placement; or

(iii) a specific date later than the Expected Placement Date.

You must give notice under paragraph 0 no more than seven days after you and/or your spouse, civil partner or Partner were notified of having been matched with the child (or, if this is not possible, as soon as you can).

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

Changing the dates of OPL

Where you are to take OPL in respect of a child's birth or adoption, you can give us written notice to vary the start date of your leave from that which you originally specified and in doing so you must give no less than 28 days notice in writing.

Terms and conditions during OPL

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

(a) Benefits in kind;

(b) Annual leave entitlement under your contract shall continue to accrue; and

(c) Pension benefits shall continue.

Annual leave

Annual leave entitlement will continue to accrue in accordance with the terms of your contract of employment. Where possible, you should try to take any accrued untaken holiday prior to any period of OPL. If your OPL continues into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting OPL can be carried over with your manager’s prior written agreement. You may be required to take your carried over holiday immediately before returning to work unless your manager agrees otherwise.

Statutory paternity pay

In this paragraph, Relevant Period means:

(a) In birth cases, the eight-week period ending with the 15th week before the Expected Week of Childbirth.

(b) In adoption cases, the eight-week period ending with the week in which you or your spouse, civil partner or Partner were notified of being matched with the child.

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

OSPP are paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower.

35. Maternity Policy

The definitions in this paragraph apply in this policy.

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

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

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

(a) that you are pregnant;

(b) the Expected Week of Childbirth; and

(c) the date on which you would like to start your maternity leave (Intended Start Date).

You must provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to maternity leave (Expected Return Date).

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

Provided that you have provided us with evidence of your attendance, if you are pregnant you may take reasonable paid time off during working hours for ante-natal care. You should try to give us as much notice as possible of the appointment.

Starting and ending maternity leave

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

You can postpone your Intended Start Date or bring it forward by informing us in writing at least 28 days' notice. Maternity leave shall start on the earlier of:

(a) your Intended Start Date (if you have followed this policy); or

(b) the day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth; or

(c) the day after you give birth.

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

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

Sickness

Periods of pregnancy-related sickness absence shall be paid in accordance with our Sickness Absence Policy. If you are absent for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will usually start automatically provided that we confirm this is the case in writing to you.

Health and safety

We will carry out a risk assessment to assess the workplace you work in if you are pregnant, have given birth within the last six months or are still breastfeeding.

We will provide you with information as to any risks identified in the risk assessment, and any steps that can be taken to protect you from the workplace. We may change your working conditions or hours of work, offering you suitable alternative work or suspend you from duties if we consider you are exposed to significant risk.

Terms and conditions during OML and AML

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

(a) Ordinary maternity leave of 26 weeks (OML).

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

Terms and conditions during OML and AML

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

(a) annual leave entitlement under your contract shall continue to accrue;

(b) benefits in kind shall continue; and

(c) pension benefits.

Annual leave

During OML and AML, annual leave will accrue at the rate provided under your contract of employment. You must take any holiday entitlement you have accrued but not taken prior to your maternity leave before you go on leave. Any holiday that you accrue during maternity leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise in writing.

Keeping in touch

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

You may work for up to ten days during maternity leave without bringing your maternity leave or SMP to an end.

Statutory maternity pay

Statutory maternity pay (SMP) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch). You are entitled to SMP if you have been continuously employed for at least 26 weeks at the end of the Qualifying Week and your average weekly earnings during the eight weeks ending with the Qualifying Week are not less than the lower earnings limit set by the Government.

SMP is calculated as follows:

(a) First six weeks: SMP is paid at the **Earnings-Related Rate** of 90% of your average weekly earnings calculated over the Relevant Period;

(b) Remaining 33 weeks: SMP is paid at the **Prescribed Rate** which is set by the Government for the relevant tax year, or the Earnings-Related Rate if this is lower.

SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments shall be made on the next normal payroll date and income tax, National Insurance and pension contributions shall be deducted as appropriate.

36. Adoption Policy

Definitions

The definitions in this paragraph apply in this policy.

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

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

Ordinary Adoption Leave (OAL) means a period of up to 26 weeks' leave available to all employees who qualify for adoption leave under paragraph;

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

Entitlement to adoption leave

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

(a) You are adopting a child through a UK adoption agency;

(b) The adoption agency has given you written notice that it has matched you with a child for adoption and tells you the Expected Placement Date;

(c) You have notified the agency that you agree to the child being placed with you on the Expected Placement Date; and

(d) Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

If you are adopting a child through an arrangement with a local authority, applying for a parental order or adopting through an overseas adoption agency you may also be entitled to adoption leave and pay. Please speak to your manager for further information.
Adoption leave is only available if you are adopting through an adoption agency. It is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative.

Notification of intention to take leave

You must give us notice in writing of:

(a) the Expected Placement Date; and

(b) your intended start date for adoption leave.

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

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

(a) A Matching Certificate from the adoption agency confirming:

(i) the agency's name and address;

(ii) the date you were notified of the match; and

(iii) the Expected Placement Date.

(b) Written confirmation that you intend to take statutory adoption leave and not statutory paternity leave.

OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later. We will write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to adoption leave.

You can postpone or bring forward your Intended Start Date by informing us in writing giving at least 28 days' notice.

Terms and conditions during OAL and AAL

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

(a) benefits in kind;

(b) annual leave entitlement; and

(c) pension benefits.

Annual leave

During OAL and AAL, annual leave will accrue at the rate provided under your contract. You must take any holiday entitlement you have accrued but not taken prior to your adoption leave. Any holiday that you accrue during adoption leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise.

Keeping in touch

We may make reasonable contact with you from time to time during your adoption leave. You may work up to ten days during adoption leave without bringing your adoption leave to an end.

Statutory Adoption Pay

Statutory adoption pay (SAP) is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted. You are entitled to SAP if you have been continuously employed for at least 26 weeks at the end of your Qualifying Week and are still employed by us during that week and your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the Government.

SAP is calculated as follows:

(a) First six weeks: SAP is paid at the **Earnings-Related Rate** of 90% of your average weekly earnings calculated over the Relevant Period;

(b) Remaining 33 weeks: SAP is paid at the **Prescribed Rate** which is set by the Government for the relevant tax year or the Earnings-Related Rate if this is lower.

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

36. TIME OFF TO ACCOMPANY A PREGNANT WOMAN TO ANTE-NATAL APPOINTMENTS POLICY

"Qualifying Relationship" in this policy means that you:

(a) are the pregnant woman's husband or civil partner;

(b) live with the woman (whether in a heterosexual or same-sex relationship) in an enduring family relationship and are not the woman's parent, grandparent, sibling, uncle or aunt;

(c) are the expected child's father; or

(d) are the intended parent of a child in a surrogacy arrangement, if you expect to be entitled to and intend to apply for a parental order in respect of that child.

In respect of any pregnancy where you are in a Qualifying Relationship provided that you comply with this policy you are entitled to take unpaid time off during working hours to attend up to two ante-natal appointments.

Subject to the terms of this policy you will be entitled to unpaid leave for each ante-natal appointment you attend. Time off will be provided so long as it is reasonable.

At least seven days in advance of attending any ante-natal appointment in accordance with this policy you must provide your manager with a signed letter stating the date and time of the appointment, that the appointment was made on the advice of a registered medical practitioner, midwife or nurse and specifying the nature of your Qualifying Relationship.

38. Shared Parental Leave (Birth) Policy

What is shared parental leave?

Where a mother cuts short her maternity leave, Shared Parental Leave (SPL) enables her to take or share untaken maternity leave with the other Parent as SPL and Statutory Shared Parental Pay (ShPP).

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

Definitions

The definitions in this paragraph apply in this policy.

Expected week of childbirth (EWC)	means the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born;
Parent	means one of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's Partner if not the father);
Partner	means your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew;
Qualifying Week	means the fifteenth week before the EWC.

Shared parental pay

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

Terms of employment during shared parental leave

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

Annual leave entitlement will continue to accrue in accordance with the terms of your contract of employment. Where possible, you should try to take any accrued untaken holiday prior to any period of SPL. If your SPL continues into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting SPL can be carried over with your manager's prior written agreement. You may be required to take your carried over holiday immediately before returning to work unless your manager agrees otherwise.

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

Work or training during SPL

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

You may ask or be asked to work for up to 20 "keeping-in-touch" days (SPLIT days) during your SPL. This is in addition to any KIT days that you may have taken or are still to take during maternity leave. SPLIT days are not compulsory and must be agreed in advance in writing with your manager.

Entitlement to SPL

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

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

(b) you are the child's father and share the main responsibility for the care of the child with the child's mother; or

(c) you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

The following conditions must also be fulfilled:

(a) you must have at least 26 weeks' continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;

(b) the other Parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and

(c) you and the other Parent must comply with this policy and also give the necessary statutory notices and declarations.

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

If you are the mother you cannot start SPL until two weeks after birth of your child.

If you are entitled to paternity leave you will lose any untaken paternity leave entitlement once you start SPL.

Mothers ending maternity leave to secure entitlement to SPL

If you are the child's mother and want SPL you must give your manager at least eight weeks' written notice as to when you want your maternity leave to end (a curtailment notice) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth.

At the same time as giving your manager the curtailment notice you must give your manager a SPL Request Form or a written declaration that the other Parent has given their employer the SPL Request Form and that you have given the necessary declarations in that notice.

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

The curtailment notice is binding and can only be revoked in the following circumstances:

(a) if you realise that neither you nor the other Parent are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;

(b) if you gave the curtailment notice before giving birth, you can revoke it in writing up to six weeks after birth; or

(c) if the other Parent has died.

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

Ending your Partner's maternity leave and/or pay

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

(a) given her employer a curtailment notice to end her maternity leave;

(b) given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or

(c) given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

How to secure shared parental leave and pay

Not less than eight weeks before the date you intend your SPL to start, you must complete and provide your manager with the 'SPL Request Form'. That form contains the following information:

(a) your name and the name of the other Parent;

(b) if you are the child's mother, the start and end dates of your maternity leave;

(c) if you are the child's father or the mother's Partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;

(d) the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;

(e) how many weeks of the available SPL will be allocated to you and how many to the other Parent (you can change the allocation by giving your manager a further written notice in accordance with this policy);

(f) if you are claiming ShPP, the total ShPP that remains available (which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);

(g) how many weeks of available ShPP will be allocated to you and how many to the other Parent (you can change the allocation by giving your manager a further written notice in accordance with this policy);

(h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (in accordance with the provisions below); and

(i) declarations by you and the other Parent that you both meet the statutory conditions to enable you to take SPL and ShPP.

Evidence you will be required to provide to secure SPL

In order for you to secure SPL you must include within the SPL Request Form:

(a) A copy of the birth certificate (or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); and

(b) The name and address of the other Parent's employer (or a declaration that they have no employer).

Arranging a period of SPL with your manager

At least eight weeks before the start of your intended SPL you must provide your manager with the details of your intended SPL in a 'Period of Leave Notice'. That notice should include which weeks qualify for ShPP.

If you intend to take separate blocks of SPL you can provide your manager with up to three Period of Leave Notices. SPL of less than one week will not be granted.

If your Period of Leave Notice sets out that you want to take SPL in one continuous block of leave then you will be granted that request.

If your Period of Leave Notice sets out that you want to take SPL in different blocks we have two weeks within which to discuss any Period of Leave Notice with you. At the end of the two weeks, we will confirm any agreed arrangements in writing. If we cannot agree to your request then you may take the total amount of requested SPL as one continuous block, starting on the initial start date given in your Notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:

(a) choose a new start date (which must be at least eight weeks after the date of your original Period of Leave Notice), and tell your manager within five days of the end of the two-week discussion period; or

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

Changing the dates or cancelling your SPL

In order to:

(a) cancel a period of SPL;

(b) change the start date of a period of SPL;

(c) change the length of the SPL;

(d) combine split periods of SPL into a single continuous period of SPL;

(e) request that a continuous period of SPL be split into two or more discontinuous periods you must give your manager at least eight weeks' notice in writing in advance of the original date of the relevant period of SPL and also any new SPL start date.

You can change the end date of a period of SPL by notifying your manager in writing at least eight weeks before the original end date and the new end date.

A notice to change or cancel a period of SPL will count as one of your three Period of Leave Notices, unless:

(a) the change is a result of your child being born earlier or later than the EWC;

(b) the change is at our request; or

(c) we agree otherwise.

Premature birth

Where the child is born before the beginning of the EWC, if you comply with the following rules you may be able to start SPL in the eight weeks following the birth even though you cannot give eight weeks' notice. The following rules apply:

(a) If you have given a Period of Leave Notice to start SPL on a set date in the eight weeks following the EWC, you can move the SPL start date forward by the same number of days as your child was early, provided you notify your manager in writing of the change as soon as you can.

(b) If your child is born more than eight weeks early and you want to take SPL in the eight weeks following birth you must submit your SPL Request Form and Period of Leave Notice as soon as you can.

Returning to work

If you want to end a period of SPL early, you must give your manager at least eight weeks' written notice of the new return date. If have already given your manager three Period of Leave Notices you will not be able to end your SPL early without our agreement.

If your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively) or if you took SPL consecutively with more than four weeks of ordinary parental leave then if it is not reasonably practicable for you to return into the same position we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

39. Shared Parental Leave (Adoption) Policy

What is shared parental leave?

Shared parental leave (SPL) is a form of leave that may be available where a child is placed for adoption with you and/or your partner.

Definitions

The definitions in this paragraph apply in this policy.

Partner	means your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew;
Qualifying Week	the week the adoption agency notifies you that you have been matched with a child for adoption

Shared parental pay

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

Terms of employment during shared parental leave

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

Annual leave entitlement will continue to accrue in accordance with the terms of your contract of employment. Where possible, you should try to take any accrued untaken holiday prior to any period of SPL. If you're SPL continues into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting SPL can be carried over with your manager's prior written agreement. You may be required to take your carried over holiday immediately before returning to work unless your manager agrees otherwise.

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

Work or training during SPL

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

You may ask or be asked to work for up to 20 "keeping-in-touch" days (SPLIT days) during your SPL. This is in addition to any KIT days that you may have taken or are still to take during adoption leave. SPLIT days are not compulsory and must be agreed in advance in writing with your manager.

Entitlement to SPL

You may be entitled to SPL in relation to the adoption of a child:

(a) if an adoption agency has placed a child with you and/or your partner for adoption; or

(b) a child is placed with you and/or your partner as foster parents under a "fostering for adoption" or "concurrent planning" scheme; and

you intend to share the main responsibility for the care of the child with your partner.

The following conditions must also be fulfilled:

(a) you must have at least 26 weeks' continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;

(b) your Partner must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and

(c) you and your Partner must comply with this policy and also give the necessary statutory notices and declarations.

Either you or your Partner must qualify for Statutory Adoption Leave (SAL) and/or Statutory Adoption Pay (SAP) and must take at least two weeks of SAL and/or SAP before taking any SPL.

If your Partner is taking SAL and/or claiming SAP, you may be entitled to two weeks' paternity leave and pay. Paternity leave is additional to any SPL entitlement you may have, but you will lose any untaken paternity leave entitlement once you start a period of SPL.

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

Securing SPL if you are taking SAL

You must give your manager at least eight weeks' written notice as to when you want your SAL to end (a curtailment notice) before you can take SPL. The notice must state the date your SAL will end.

At the same time as giving your manager the curtailment notice you must give your manager a SPL Request Form or a written declaration that your Partner has given their employer the SPL Request Form and that you have given the necessary declarations in that notice.

Provided you have given us a curtailment notice your Partner may be able to start their SPL.

The curtailment notice is binding and can only be revoked in the following circumstances:

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

(b) if your Partner has died.

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

Ending your Partner's SAL and/or SAP

once they have either:

(a) returned to work;

(b) given their employer a curtailment notice to end their SAL;

(c) given their employer a curtailment notice to end their SAP (if they are entitled to SAP but not SAL).

How to secure shared parental leave and pay

Not less than eight weeks before the date you intend your SPL to start, you must complete and provide your manager with the 'SPL Request Form'. That form contains the following information:

(a) your name and the name of your Partner;

(b) if you are taking SAL, your SAL start and end dates;

(c) if you are not taking SAL, your Partner's SAL start and end dates, or if your Partner is not entitled to SAL, the start and end dates of their SAP;

(d) the total SPL available, which is 52 weeks minus the number of weeks' SAL or SAP period taken or to be taken;

(e) how many weeks of the available SPL will be allocated to you and how many to your Partner (you can change the allocation by giving your manager a further written notice in accordance with this policy);

(f) if you are claiming Shared Parental Leave Pay (ShPP), the total ShPP that remains available (which is 39 weeks minus the number of weeks of the SAP period taken or to be taken);

(g) how many weeks of available ShPP will be allocated to you and how many to your Partner (you can change the allocation by giving your manager a further written notice in accordance with this policy);

(h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (in accordance with the provisions below); and

(i) declarations by you and your Partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

Evidence you will be required to provide to secure SPL

In order for you to secure SPL you must include within the SPL Request Form:

(a) One or more documents from the adoption agency showing the agency's name and address and the expected placement date; and

(b) The name and address of the other Parent's employer (or a declaration that they have no employer).

Arranging a period of SPL with your manager

At least eight weeks before the start of your intended SPL you must provide your manager with the details of your intended SPL in a 'Period of Leave Notice'. That notice should include which weeks qualify for ShPP.

If you intend to take separate blocks of SPL you can provide your manager with up to three Period of Leave Notices. SPL of less than one week will not be granted.

If your Period of Leave Notice sets out that you want to take SPL in one continuous block of leave then you will be granted that request.

If your Period of Leave Notice sets out that you want to take SPL in different blocks we have two weeks within which to discuss any Period of Leave Notice with you. At the end of the two weeks, we will confirm any agreed arrangements in writing. If we cannot agree to your request then you may take the total amount of requested SPL as one continuous block, starting on the initial start date given in your Notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:

(a) choose a new start date (which must be at least eight weeks after the date of your original Period of Leave Notice), and tell your manager within five days of the end of the two-week discussion period; or

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

Changing the dates or cancelling your SPL

In order to:

(a) cancel a period of SPL;

(b) change the start date of a period of SPL;

(c) change the length of the SPL;

(d) combine split periods of SPL into a single continuous period of SPL;

(e) request that a continuous period of SPL be split into two or more discontinuous periods

you must give your manager at least eight weeks' notice in writing in advance of the original date of the relevant period of SPL and also any new SPL start date.

You can change the end date of a period of SPL by notifying your manager in writing at least eight weeks before the original end date and the new end date.

A notice to change or cancel a period of SPL will count as one of your three Period of Leave Notices, unless:

(a) the change is at our request; or

(b) we agree otherwise.

Returning to work

If you want to end a period of SPL early, you must give your manager at least eight weeks' written notice of the new return date. If have already given your manager three Period of Leave Notices you will not be able to end your SPL early without our agreement.

If your SPL and any adoption or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively) or if you took SPL consecutively with more than four weeks of ordinary parental leave then if it is not reasonably practicable for you to return into the same position we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

40. Parental Leave Policy

Employees who fulfil the criteria set out in this policy are entitled to take up to 18 weeks' parental leave in relation to each child for whom they are responsible. Any parental leave that employees take in relation to a child while working for another employer counts towards their 18-week entitlement. If you have taken parental leave in relation to a child during previous or concurrent employment, you should provide details to your manager. Failure to do so will be dealt with under our Disciplinary Procedure.

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

(a) have at least one year's continuous employment at the date of the request;

(b) have or expect to have responsibility for the child; and

(c) be taking the leave to spend time with or otherwise care for the child.

Timing of parental leave

Parental leave can be taken up to the child's 18th birthday.

You are only entitled to take four weeks' parental leave each year in relation to each child. A year for this purpose begins on the date when you became entitled to take parental leave in relation to the child in question.

Generally, you can only take parental leave in blocks of a week's leave or a multiple of a week's leave.

You must give your manager notice in writing of your intention to take parental leave. The notice requirements are as follows:

(a) If you wish to take parental leave commencing immediately on the birth of a child, you must give notice of this intention at least 21 days before the start of the expected week of childbirth (EWC). The notice must specify the EWC and the duration of the period of leave required.

(b) If you wish to take parental leave commencing immediately on the adoption of a child, you should give notice of this intention at least 21 days before the start of the expected week of placement (EWP). If this is not possible, you must give as much notice as you can. The notice must specify the EWP and the duration of the period of leave required.

(c) In all other circumstances, you must give notice of your intention to take parental leave at least 21 days before you intend the leave to start. The notice must specify the dates on which the period of leave is to begin and end.

Evidential requirements

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

(a) your responsibility or expected responsibility for the child;

(b) the child's date of birth or date of adoption placement; and

(c) if applicable, the child's entitlement to a disability living allowance, armed forces independence allowance or personal independence payment.

Postponing parental leave

We may postpone a proposed period of parental leave for up to six months where the leave as planned would unduly disrupt our business.

Terms and conditions during parental leave

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

41. Emergency Time Off For Dependants Policy

A dependant for the purposes of this policy is an employee's spouse, civil partner, parent or child or a person who lives in the same household as the employee but who is not their tenant, lodger, boarder or employee.

Employees are only entitled to take time off under this policy of up to one day to provide personal care for a dependant where there is an immediate crisis. If you know well in advance that you wish to take time off to care for a dependant yourself then you are not permitted to benefit from this policy and must take the leave as holiday, subject to having sufficient holiday entitlement remaining and complying with our Annual Leave policy.

You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell your manager:

(a) the reason for your absence; and

(b) the date of your absence.

If you fail to comply with the terms of this policy you may be subject to disciplinary proceedings under our Disciplinary Procedure.

42. Flexible Working Policy

Eligible employees have a statutory right to request flexible working. If an employee successfully secures a change to their employment terms under this policy any change will be permanent.

Flexible working can incorporate a number of changes to working arrangements:

(a) reduction of the number of days worked each week; and/or

(b) reduction or variation of working hours; and/or

(c) working from a different location (for example, from home).

Eligibility

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

(a) be an employee;

(b) have worked for us continuously for 26 weeks at the date your request is made; and

(c) not have made a formal request to work flexibly during the last 12 months (each 12-month period runs from the date when the most recent application was made).

Making a formal flexible working request

A written and dated application should be submitted to your manager in good time and ideally at least two months before you would like the new flexible working arrangement to start and must:

(a) explain the reasons for your request;

(b) state that it is a flexible working request;

(c) provide as much information as you can about your current working arrangements and the desired flexible working arrangement;

(d) address the effect the changes to your working arrangements will have on the work that you do and that of your colleagues;

(e) provide suggestions on how to deal with any effect the changes might have on the work that you do and that of your colleagues;

(f) provide information to confirm that you meet the eligibility criteria for making a flexible working request;

(g) state whether you have made a previous formal request for flexible working and, if so, when.

Procedure

Unless we approve your request without the need for a meeting your manager will meet with you at a time that is hopefully convenient for everyone. You may bring a colleague to the meeting to accompany you (provided that colleague will not be affected by your flexible working request). At the meeting your manager may suggest a trial period for your suggested flexible working arrangements to understand whether they will work for everyone.

Your manager will notify you of their decision in writing as soon as possible.

If your flexible working request or an alternative to your request is accepted or a trial period is agreed we will write to you with the details and an explanation as to any changes to your contract of employment and the date the changes will commence. You will be asked to sign a copy of the letter to confirm your agreement. You will not be permitted to make a request for flexible working for a further 12 months.

We may refuse your application in which case we will write to you explaining our business reasons and explaining your right of appeal. The business reasons for rejecting your request will be one or more of the following:

(a) the burden of additional costs;

(b) detrimental effect on ability to meet customer demand;

(c) inability to reorganise work among existing staff;

(d) inability to recruit additional staff;

(e) detrimental impact on quality;

(f) detrimental impact on performance;

(g) insufficiency of work during the periods that you propose to work; and

(h) planned changes.

Any appeal must be in writing and set out the grounds of your appeal. It must be sent to your manager's manager within 14 days of the date on which you received the written rejection of your request.

You will be invited to an appeal meeting at a time hopefully convenient for everyone where we will discuss the grounds for your appeal. You may attend the appeal meeting with a companion who is a colleague (provided that colleague will not be affected by your flexible working request).

You will be informed in writing of the outcome of your appeal within a reasonable period of time.

If your appeal is upheld, you will be advised of your new working arrangements in writing, changes to your contract of employment and the date on which those changes will commence. You will be asked to sign a copy of the letter confirming your agreement to the changes.

If your appeal is rejected, the written decision will give the business reason(s) for the decision (which will be one or more of the above) and explain why the reason(s) apply in your case.

There may be occasions when it is not possible to complete the above meeting and appeal process within three months of the date of your written request. If you agree to an extension of time we will write to you confirming the extension of time and the date when the extension will come to an end.

If you withdraw a formal request for flexible working, you will not be eligible to make another formal request for 12 months from the date of your original request. We will treat your application as withdrawn if you don't attend two meetings or two appeals under the formal procedure without reasonable cause. In such circumstances, we will write to you confirming that the request has been treated as withdrawn.

43. COMPANY MOBILE PHONES AND DRIVING POLICY

RealiseEd is committed to reducing the risks which our employees face and create when driving or riding for work.

Managers must:

Lead by example, both in the way they drive themselves and by not tolerating poor driving practice among colleagues. They must never make or receive a call on a hand-held mobile phone while driving.

Managers must ensure:

6. Lead by personal example
7. Employees understand their responsibilities not to use a hand-held mobile phone while driving
8. Employees switch phones to voicemail, or switch them off, while driving, or ask a colleague who is a passenger to use the phone
9. Employees plan journeys to include rest stops which also provide opportunities to check messages and return calls
10. Work practices do not pressurise employees to use a mobile phone while driving.

Employees who drive for work must:

4. Never use a hand-held phone while driving
5. Plan journeys so they include rest stops when messages can be checked and calls returned
6. Employees with a hands-free kit installed in their car should ensure that their use is kept to a minimum whilst driving. You must only take calls whilst driving if it is safe to do so, and you remain inproper control of your vehicle. If circumstances change during the call, you must end the call without delay. You should call back once you have stopped in a safe place and switched off the engine.

44. COVID19 GUIDANCE

Although the government has removed all remaining domestic restrictions in England, it is the responsibility of all employees to follow the guidance of the establishments that they are visiting or have a placement at.

45. AGENCY STAFF

In addition to this handbook, all agency staff are under the control and direction of the establishment where they are assigned and are bound by their policies and procedures.

Please sign to confirm that you have read and understood Realise Ed Ltd Handbook

Signature:

Date: