



# COMPANY HANDBOOK

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# INTRODUCTION

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## **WELCOME TO OUR TEAM**

We would like to wish you every success during your employment whether you recently joined us or whether you are an existing employee. We hope that your experience of working here will be positive and rewarding.

This Employee Handbook is designed both to introduce you to our organisation and to be of continuing use during your employment to highlight any company policy implementation or amendments. Therefore, please read this carefully and HR will notify all employees when changes are made.

We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains information on some of the main employee benefits that may be available to you and the policies and procedures relating to your employment. If you require any clarification or additional information please refer to the HR Team (0141 3198451 - Please select HR option).

Please note that we provide equal opportunities and are committed to the principle of equality in accordance with legislative provisions. We expect your support in implementing these policies. Furthermore, we ask for your support to help grow our business. Race Track as a company has undergone impressive changes and new developments in the past year with no plans to slow down anytime soon, therefore are constantly recruiting. We have created new and exciting opportunities for our existing employees as well as the introduction of new stores. We are delighted that we as a company are not stagnate in our recruitment and that we are able to offer new opportunities to job seekers.

# JOINING OUR ORGANISATION

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## **A) STATEMENT OF MAIN TERMS OF EMPLOYEMENT**

Your contract of employment will be issued on day one of your employment (as in conjunction with the New Work Plan issued on 6<sup>th</sup> April 2020) from the HR Team or your Line Manager. We ask that you read this carefully and that in the first instance you contact HR with any issues or concerns. Once fully reviewed, you are required to provide a signed copy to the HR no longer than 7 days after receiving it.

## **B) PROBATIONARY PERIOD**

You join us on an initial probationary period of three months unless stated otherwise. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time. We reserve the right not to apply our full contractual capability and disciplinary procedures during your probationary period.

Your notice period will be specified in your individual contract of employment which will indicate how much notice both employees and employer is required to give. If your notice requirements during your probationary period is not highlighted in your individual contract, you are required to provide your employer with the legal minimum notice which generally is 1-month service plus - 1 weeks' notice.

## **C) EMPLOYEE TRAINING**

At the commencement of your employment you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities within the business. It is a condition of your employment that you participate in any training deemed necessary by us for you to reach the required levels of attainment standards.

When starting employment with us, you will automatically be enrolled onto our E-learning training programme which will specify how long you have to complete each module.

## **D) INDUCTION**

At the start of your employment with our Company you are required to complete an induction programme, during which all our policies and procedures (including Health and Safety) will be explained to you. Information relating to these will be given to you at the induction via the new starter form/training modules.

## **E) JOB RESPONSIBILITIES**

Amendments may be made to your job responsibilities from time to time in relation to our changing needs and your own ability.

## **F) PERFORMANCE AND REVIEW**

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you overcome any possible weaknesses.

## **G) JOB FLEXIBILITY**

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within our business. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volume of work is always subject to change.

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## ***H) MOBILITY***

It is a condition of your employment that you are prepared, whenever applicable, to travel to any other of our sites within reasonable travelling distance on a temporary basis. This mobility is essential to the smooth running of our business. You will not be asked to work outside the UK.

# WAGES, ETC

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## **A) ADMINISTRATION**

### 1) Payment

a) All staff are paid on a monthly basis from the 1<sup>st</sup> to the last day of the month. Wages are paid in arrears by the second Friday of the following month. For example, July 1<sup>st</sup> 2020 to 31<sup>st</sup> July 2020 hours are payable on August 14<sup>th</sup> 2020.

b) You will receive a payslip the following Monday once your pay has been received, showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.

c) Any pay queries that you may have should be raised with the Manager or HR.

### 2) Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next wage but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period. If you have any queries regarding overpayments you should contact HR to discuss.

### 3) Income Tax and National Insurance

At the end of each tax year you will be given a form P60 showing the total pay you have received from your employer during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them for tax purposes. If you have any issues/queries regarding your tax code, you need to contact HMRC directly as this is not something that we have control over. Please visit the HMRC website online for up to date contact information.

### 4) Pay Reviews

Pay is reviewed annually; however, there is no guarantee of an automatic increase in your pay as a result of any review.

## **B) LATENESS/ABSENTEEISM**

1) You must attend for work punctually at the specified time(s) and you should be in work ten minutes prior to your start time. You are required to comply strictly with any time recording procedures relating to your work.

2) All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook. In regards to lateness, if you are suspecting you are going to be late you must telephone call your manager, the site or the HR team to inform them so alternative arrangements can be made if necessary.

3) If you are hourly paid and you "clock in" late you will lose pay. If you "clock in" 5 minutes late you will lose 5 minutes pay and so on.

4) If you arrive for work more than one hour late without having previously notified us, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the shift without pay.

5) Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

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### ***C) SHORTAGE OF WORK CLAUSE***

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time working, or alternatively, lay off. If you are placed on short time working, your pay will be reduced according to time actually worked. If you are placed on lay off, you will receive no pay other than statutory guarantee pay.

Statutory guarantee pay is £30 a day for 5 days in any 3-month period. The maximum an employee is entitled to is £150 (subject to change according to up to date employment law). Employees who usually earn less than £30 a day will get their usual daily rate. If employees work part time, their entitlement is worked out in proportion to their part-time hours.

To be eligible for guarantee pay, someone must be legally classed as an employee.

They must also:

- have been employed continuously with the same employer for at least 1 month
- reasonably make sure they're available to work
- not refuse any reasonable alternative work
- not have been laid off because of industrial action

If you get your employer's payments, you do not get statutory lay-off pay on top of this.

Under normal circumstances, HR will aim to communicate to employees in regards to short term writing or layoffs in writing, however this may not always be possible, for example is the office is closed. If this is the case where formal communication is not conducive to send, at a minimum you will receive a call from HR or your line manager.

### ***D) PENSION SCHEME***

When required, we will operate a contributory pension scheme to which you will be auto-enrolled into (subject to the conditions of the scheme). The scheme enables you to save for your retirement using your own money, together with tax relief and contributions from the Company.

You will be automatically enrolled onto the nest pension scheme if you meet all of the following criteria:

- You earn over £192 per week (or £833 per month)
- You are aged 22 or over and
- You are under state pension age

In the first instance, you will receive a letter from HR regarding brief details about the pension scheme. You will usually receive this a couple of weeks after your first pay if you have met all of the criteria. Subsequently, a letter and information pack will be sent to your home address directly from nest. If you need to contact nest directly, the telephone number is 0300 0200090 (subject to change, please refer to the official website).

If you are under the state pension age, you can opt out of the pension scheme if you want to, but if you stay in you will have your own personal pension when you retire. Your pension will belong to you, even if you leave us in the future.



# HOLIDAY ENTITLEMENT AND CONDITIONS

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## **A) ANNUAL HOLIDAYS**

- 1) Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
- 2) It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.
- 3) You must complete the holiday request form and have it approved by your Manger before you make any firm holiday arrangements. Holiday requests are done through the staff portal which would have been sent to you during your induction when you completed the new starter form. Alternatively ask your line manager directly for access to this.
- 4) Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
- 5) You should give at least four weeks' notice of your intention to take holidays of a week or more and two week's notice is required for odd single days.
- 6) You may not normally take more than two working weeks consecutively unless approved by your line manager and head office.
- 7) Holidays may be refused during our busy period in December and the first two weeks in January.
- 8) Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.

## **B) ENTITLEMENT CALCULATION**

All employees holiday entitlement calculation is worked out from your average working hours over a 52-week period (if less than one years' service, it is calculated over your full employment).

Normally, you are unable to take holidays unless you have already accrued the hours. However, the time of year for the request is taken into consideration, for example a holiday on the 20<sup>th</sup> January for a week could be considered regardless of your inability to accrue.

If your employment is terminated for any reason and you have over spent on your holiday entitlement, the cost will be deducted from your final wage.

## **C) PUBLIC/BANK HOLIDAYS**

Due to the nature of our work, public/bank holidays are not recognised and are treated as normal working days. You are still entitled to request to book them off, as like normal company policy.

# **SICKNESS/INJURY PAYMENTS AND CONDITIONS**

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## **A) NOTIFICATION OF INCAPACITY FOR WORK**

- 1) You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than six hours before the start of your shift. Text messages and e-mails are not an acceptable method of notification. Other than in exceptional circumstances notification should be made personally, to your direct Line Manager or the HR Team.
- 2) You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. The notification procedures should be followed on each day of absence unless you are covered by a doctor's medical certificate.
- 3) If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

## **B) EVIDENCE OF INCAPACITY**

- 1) Doctors' certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form (SC2 form) on your return to work. Please see the HMRC website for more information regarding this.
- 2) If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive doctors' medical certificates to cover the whole of your absence.

## **C) PAYMENTS**

- 1) You are entitled to statutory sick pay (SSP) if you are absent for four or more consecutive days because of sickness or injury provided you meet the statutory qualifying conditions. SSP is treated like wages and is subject to normal deductions.
- 2) Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
- 3) Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.

## **D) RETURN TO WORK**

- 1) You should notify your Line Manager in the first instance. If you are unable to reach your Line Manager then contact the HR Team as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified. Please note that you may be asked to notify both parties.
- 2) If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
- 3) Upon returning to work after any period of sickness/injury absence, you may be required to attend a "return to work" interview to discuss the state of your health and fitness for work. You are also required to complete a Return to Work online form with your Line Manager during this interview. Information arising from such an interview will be treated with strictest confidence.

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**E) GENERAL**

- 1) Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable.
- 2) In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness/injury.
- 3) We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.
- 4) If we consider it necessary, we may ask your permission to contact your doctor and/or for you to be independently medically examined.

# SAFEGUARDS

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## **A) RIGHTS OF SEARCH**

- 1) We have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business.
- 2) Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at the time that any further questioning takes place.
- 3) You may be asked to remove the contents of your pockets, bags, vehicles, etc.
- 4) Whilst you have the right to refuse to be searched, such refusal will constitute a breach of contract, which may result in disciplinary action being taken against you.
- 5) We reserve the right to call in the police at any stage.

## **B) CONFIDENTIALITY**

- 1) All information that:
  - a) is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;
  - b) relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort; and
  - c) has not been made public by, or with our authority;shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.
- 2) You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.
- 3) You must make yourself aware of our policies on data protection which is laid out in this handbook in relation to personal data and ensure compliance with them at all times.

## **C) COMPANY PROPERTY AND COPYRIGHT**

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession. In some cases, depending on your job role, you may be required to sign our Restrictive Covenant Agreement form.

## **D) STATEMENTS TO THE MEDIA**

Any statements to reporters from newspapers, radio, television, social media platforms etc. in relation to our business will be given only by the Director.

## **E) DATA PROTECTION**

The General Data Protection Regulation (GDPR) and the current Data Protection Act regulate our use of your personal data. It is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.

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We will process data in line with our privacy notices in relation to both job applicants, employees and workers.

You have several rights in relation to your data. More information about these rights is available in our “Policy on your rights in relation to your data”. We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such.

We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.

You are required to comply with all Company policies and procedures in relation to processing data. Failure to do so may result in termination of your engagement with us.

#### ***F) INVENTIONS/DISCOVERIES***

An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become our property if it was made:

- a) in the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties;
- b) outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these; and
- c) during the course of any of your duties, and at the time you had a special obligation to further our interests arising from the nature of those duties, and your particular responsibilities.

#### ***G) VIRUS PROTECTION PROCEDURES***

In order to prevent the introduction of virus contamination into the software system the following must be observed:

- a) unauthorised software including public domain software, magazine cover disks/CDs or Internet/World Wide Web downloads must not be used; and
- b) all software must be virus checked using standard testing procedures before being used.

#### ***H) USE OF COMPUTER EQUIPMENT***

In order to control the use of the Company’s computer equipment and reduce the risk of contamination the following will apply:

- a) the introduction of new software must first of all be checked and authorised by the Director before general use will be permitted;
- b) only authorised staff should have access to the Company’s computer equipment;
- c) only authorised software may be used on any of the Company’s computer equipment;
- d) only software that is used for business applications may be used;
- e) no software may be brought onto or taken from the Company’s premises without prior authorisation;
- f) unauthorised access to the computer facility will result in disciplinary action; and

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- g) unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

## ***I) E-MAIL AND INTERNET POLICY***

### **1) Introduction**

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of Internet and E-mail within the Company. The Internet and E-mail system have established themselves as an important communications facility within the Company and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout.

### **2) Internet**

Where appropriate, duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Company name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence. The intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.

### **3) Procedures - Acceptable/Unacceptable Use**

- a) unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal.
- b) the internet system is available for legitimate business use and matters concerned directly with the job being done. Employees using the internet system should give particular attention to the following points:
  - i) comply with all of our internet standards;
  - ii) access during working hours should be for business use only;
  - iii) private use of the internet should be used outside of your normal working hours.
- c) the Company will not tolerate the use of the Internet system for unofficial or inappropriate purposes, including:
  - i) accessing websites which put our internet at risk of (including but not limited to) viruses, compromising our copyright or intellectual property rights;
  - ii) non-compliance of our social networking policy;
  - iii) connecting, posting or downloading any information unrelated to their employment and in particular pornographic or other offensive material;

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- iv) engaging in computer hacking and other related activities, or attempting to disable or compromise security of information contained on the Company's computers.

You are reminded that such activities (iii. and iv.) may constitute a criminal offence.

#### 4) E-mail

The use of the E-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the Company's position on the correct use of the E-mail system.

#### 5) Procedures - Authorised Use

- a) unauthorised or inappropriate use of the E-mail system may result in disciplinary action which could include summary dismissal.
- b) the E-mail system is available for communication and matters directly concerned with the legitimate business of the Company. Employees using the E-mail system should give particular attention to the following points:
  - i) all comply with Company communication standards;
  - ii) E-mail messages and copies should only be sent to those for whom they are particularly relevant;
  - iii) E-mail should not be used as a substitute for face-to-face communication or telephone contact. Flame mails (i.e. E-mails that are abusive) must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
  - iv) if E-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The Company will be liable for infringing copyright or any defamatory information that is circulated either within the Company or to external users of the system; and
  - v) offers or contracts transmitted by E-mail are as legally binding on the Company as those sent on paper.
- c) The Company will not tolerate the use of the E-mail system for unofficial or inappropriate purposes, including:
  - i) any messages that could constitute bullying, harassment or other detriment;
  - ii) personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
  - iii) on-line gambling;
  - iv) accessing or transmitting pornography;
  - v) transmitting copyright information and/or any software available to the user; or
  - vi) posting confidential information about other employees, the Company or its customers or suppliers.

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6) **Monitoring**

We reserve the right to monitor all e-mail/internet activity by you for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements. This includes monitoring of any additional accounts you may be requested to set up for the purposes of performing your work tasks, which are subject to the same rules as your work email account. Information acquired through such monitoring may be used as evidence in disciplinary proceedings. Monitoring your usage will mean processing your personal data. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

**J) USE OF SOCIAL NETWORKING SITES**

Any work related issue or material that could identify an individual who is a customer or work colleague, which could adversely affect the Company, a customer or our relationship with any customer must not be placed on a social networking site. This means that work related matters must not be placed on any such site at any time either during or outside of working hours and includes access via any computer equipment or mobile device.

**K) KEYHOLDING/ALARM SETTING**

If you are an allocated key holder, you must ensure that all procedures and guidelines are followed when securing the building prior to leaving. The keys and any security measure such as alarm codes must be kept safe at all times. You must not give the keys or alarm code to any third party unless authorisation is obtained from the Manager. Any loss or damage caused as a result of your failure to follow procedures or your negligence in ensuring the safekeeping of the keys and alarm code will result in disciplinary action which could lead to your summary dismissal. We also reserve the right to deduct the cost of any loss, repair or replacement from any monies owing to you.

Any breaches or security issues including the loss or theft of keys must be reported immediately to the Manager.

To satisfy the requirements of our insurers and to protect us from fire and theft, you must secure all properties and premises when unattended. The last person to leave the premises must ensure lights and appropriate electrical equipment are switched off, windows and doors are secure and alarms are set accordingly.

**L) TILL PROCEDURES**

- 1) You are forbidden to grant credit or take IOUs.
- 2) Under no circumstances should any cash be removed from the till other than as change for purchases or to transfer cash from the till as instructed by the Manager.
- 3) All discrepancies such as over rings must be recorded and initialled.
- 4) Personal purchases during normal working hours are not permitted. Any personal purchases should be done either on your break or before or after your shift, and you must queue like a normal customer. Under no circumstances should you process your own purchase and therefore must be served by another staff member. A picture of your receipt must be posted onto the work group WhatsApp as per company policy. You must not serve any members or your family.
- 5) It is strictly forbidden to amend the pricing of any items without permission from the Manager.
- 6) All notes should be checked for forgeries using the pen provided. Where a forgery is identified please notify the Manager.



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- 7) It is not permissible for members of staff to change money for customers or members of the public.

***M) CASH SHORTAGES***

Any cash shortages at the end of the shift will be the responsibility of the shift on duty and must be made good by that shift. Any such shortages will be deducted from wages. This is an express written term of your contract of employment. An investigation will be carried out to establish the cause of any discrepancies and will be closely monitored by your Line Manager and Head Office. Letters of Concern will be sent from HR to employees with discrepancies of concerning amounts. Whereby this letter is not intended to be a formal warning in the first instance, this may lead to disciplinary action if continued.

***N) CLOSED CIRCUIT TELEVISION***

CCTV is operated on Company premises. This is for a number of reasons, including the prevention of crime and the safety of employees and customers.

Employees should be aware that CCTV footage may be used and relied upon, where necessary, for disciplinary purposes. Similarly, if there were allegations of criminal activity by employees or claims brought against any member of the Company leading to civil proceedings by customers or employees the Company may use and/or submit the relevant footage to the relevant authorities.

We will ensure all personal data obtained in this way is processed in line with the current Data Protection Act.

# STANDARDS

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## **A) WASTAGE**

- 1) We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of our organisation.
- 2) You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:
  - a) handle machines, equipment and stock with care;
  - b) turn off any unnecessary lighting and heating. Keep doors closed whenever possible;
  - c) ask for other work if your job has come to a standstill; and
  - d) start with the minimum of delay after arriving for work and after breaks.
- 3) The following provision is an express written term of your contract of employment:
  - a) any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement;
  - b) any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss; and
  - c) in the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess up to a maximum of £250.00.
- 4) In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

## **B) STANDARDS OF DRESS**

As you are liable to come into contact with customers and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. Jewellery worn must be kept to a minimum and hair should be kept neat and tidy.

Where uniforms are provided, these must be worn at all times whilst at work and laundered on a regular basis. Where uniforms are not provided, you should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times. Trousers, Jeans or Leggings should be plain black and of the correct length. Footwear should also be plain black and no open toe shoes. Name badges should be worn.

On the termination of your employment you must return all items of your uniform to us within 5 days and must be fully laundered. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you.

## **C) HOUSEKEEPING**

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

# HEALTH, SAFETY, WELFARE AND HYGIENE

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## **A) SAFETY**

- 1) You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
- 2) You must not take any action that could threaten the health or safety of yourself, other employees, customers or members of the public.
- 3) Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.
- 4) You should report all accidents and injuries at work, no matter how minor, in the accident book.
- 5) You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

## **B) REFRESHMENT MAKING FACILITIES**

We provide refreshment making facilities for your use, which must be kept clean and tidy at all times. The refreshment making facilities may only be used during authorised breaks.

## **C) ALCOHOL & DRUGS POLICY**

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees.

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

## **D) NO SMOKING POLICY**

Smoking on the premises is not permitted. Smoking should be done during authorised breaks and at the designated smoking areas. In the first instance you should ask your line manager where the smoking areas are. Please ensure you are discarding cigarettes safely and appropriately.

## **E) HYGIENE**

- 1) Any exposed cut or burn must be covered with a first-aid dressing.
- 2) If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
- 3) Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

## **F) FITNESS FOR WORK**

If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others, and send you away for the remainder of the day with or without pay and, dependent on the circumstances, you may be liable to disciplinary action.

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**G) MANUAL HANDLING**

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury. This information can be given to HR when completing your New Starter Form.

# GENERAL TERMS AND PROCEDURES

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## **A) CHANGES IN PERSONAL DETAILS**

You must notify the HR team of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

## **B) OTHER EMPLOYMENT**

If you already have any other employment or are considering any additional employment you must notify the HR team so that we can discuss any implications arising from the current working time legislation.

## **C) TIME OFF**

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of the Manager or the HR team and will normally be without pay.

## **D) MATERNITY/PATERNITY/ADOPTION LEAVE AND PAY**

You may be entitled to maternity/paternity/adoption leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant or are notified of a match date for adoption purposes you should notify the Manager or the Recruitment/HR Officer at an early stage so that your entitlements and obligations can be explained to you.

## **E) PARENTAL/SHARED PARENTAL LEAVE**

You may be entitled to maternity/paternity/adoption leave and pay in accordance with the current statutory provisions. Employees are entitled to Statutory Maternity Pay if you have worked for the Company continuously for at least 26 weeks. If you (or your partner) become pregnant or are notified of a match date for adoption purposes you should notify the Manager or the Recruitment/HR Officer at an early stage so that your entitlements and obligations can be explained to you. Employees must tell their employer about the pregnancy at least 15 weeks before the beginning of the week the baby is due.

Employees are required to give evidence to the Company of the expected week of confinement, such evidence would normally be in the form MAT B1 and should be provided as soon as possible to the Manager. Employees must inform the Company in writing at least 28 days before the beginning of their expected absence from work due to pregnancy.

Statutory Maternity Pay is payable for a maximum of 39 weeks, and can start from the 11<sup>th</sup> week before the baby is due, no earlier - but may be later. Employees should inform the Company in writing of when they wish to receive any Statutory Maternity Pay to which they are entitled. Statutory Maternity Pay will be paid in intervals.

Employees will be entitled to Statutory Paternity Pay at the rate according to the rules set out in current legislation. Statutory Paternity Pay is payable for 2 weeks, within 8 weeks of birth or adoption. Employees must inform the HR Officer 15 weeks before the baby is due by completing SC3 Form, so that we can discuss your entitlements and obligations can be explained to you.

## **F) TIME OFF FOR DEPENDANTS**

You may be entitled to take a reasonable amount of unpaid time off during working hours to take action that is necessary to provide help to your dependants. Should this be necessary you should discuss your situation with the Manger or the HR team who, if appropriate, will agree the necessary time off.

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### **G) BEREAVEMENT LEAVE**

Reactions to bereavement may vary greatly according to individual circumstances and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with your Manager or the HR team and agree appropriate time off.

### **H) EMPLOYEES' PROPERTY AND LOST PROPERTY**

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight. Articles of lost property should be handed to the Manager or the HR team who will retain them whilst attempts are made to discover the owner.

### **I) PARKING**

Where parking facilities have been made available to you on our premises you must ensure that you observe all of our traffic requirements e.g. speed limits, etc. To avoid congestion, all vehicles must be parked only in the designated parking areas. No liability is accepted for damage to private vehicles, however it may be caused.

### **J) MAIL**

All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent to any work address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

### **K) FRIENDS AND RELATIVES CONTACT / TELEPHONE CALLS / MOBILE PHONES**

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing personal calls can only be made with the prior permission of the Manager. Personal mobile phones should only be used for business purposes during working hours. In some circumstances a mobile phone will be provided to the site for work purposes, and it is the employees duty of care to keep it safe and are not authorised to remove it from the premises. Damage to any company phones would fall under our wastage policy.

### **L) BUYING OR SELLING OF GOODS**

You are not allowed to buy or sell goods on your own behalf on our premises or during your working hours.

### **M) COLLECTIONS FROM EMPLOYEES**

Unless specific authorisation is given by the Manager no collections of any kind are allowed on our premises.

### **N) BEHAVIOUR AT WORK**

You should behave with civility towards fellow employees, and no rudeness will be permitted towards customers or members of the public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action.

You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.

Any involvement in activities which could be construed as being in competition with us is not allowed.

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## **O) CUSTOMER RELATIONS**

The Company's success is built upon its relationship with its customers. You should therefore be courteous and pleasant to customers at all times. Rudeness or off-hand treatment of customers will not be tolerated, however badly the customer may have behaved. If the relationship between yourself and a customer is deteriorating you should immediately seek the help of your Manager.

All customers must be treated with respect. We should treat customers in the manner we would expect to be treated. Good customer service is essential in every business. We do not want to lose customers to other businesses due to them having received poor customer service from us.

- When a customer approaches the counter, they should be acknowledged with either a smile, good morning, or hello etc. Do not ignore the customer. Any customer who is within 2 metres of you should also be acknowledged, even if they are not coming to your till.
- If you are not able to serve them immediately then indicate that you will be with them as soon as you can.
- Staff should not be chatting amongst themselves when a customer is waiting to be served or is seeking your assistance or attention.
- When you have finished your shift and all monies have been dropped, then move away from the counter to allow the next member of staff to sign in.
- If a customer enquires about a product, the member of staff should take them and show them where the item is. They should make sure the customer is fully satisfied by asking "Is there anything else I can help you with?"
- If an item appears to be out of stock, you should always check through the back area before telling the customer that you do not have it.
- The customer should be given your full attention at all times during the transaction.
- No food or drink should be consumed at the counter area when you are on duty. This includes chewing of gum or drinking from a bottle of water. This presents an unprofessional image to customers. Please note that head phones and ear pieces are not permitted at all throughout your shift regardless of where you are or what task you are completing.

## **P) VISITORS TO THE SHOP**

When someone asks for the Manager, the following steps should be taken:-

- Take the person's name and reason for the visit.
- The relevant section of the Site Register should be completed for all official visitors.
- Politely ask the visitor to wait in the shop for a few moments whilst you check that the Manager has agreed to see them.
- If the phone should ring continuously whilst the Manager is busy with a visit then please answer it, if you are free to do so.
- If a Police Officer is a visitor to the shop, you must complete an online form with all the relevant information, such as badge ID, reason for visit and if CCTV was taken or requested etc. This form will be found on the staff portal.

## **Q) RECEIPT OF DELIVERIES**

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All deliveries supplied to the Company should be thoroughly checked (quantity and quality) and then “signed for” as received in good condition by the designated member of staff. Once you have received a delivery invoice, you must post a copy of this on the Whatsapp group.

#### ***R) UNANNOUNCED STOCK CHECKS***

It is Company policy that unannounced stock checks may be carried out as the Company sees fit.

#### ***S) COMPANY EQUIPMENT***

You may not borrow equipment and/or property belonging to the Company unless prior permission has been obtained. The borrowing of such equipment and/or property without prior permission could be deemed as unauthorised removal, and as such an investigation could be invoked, the outcome of which could be disciplinary action. If you have received permission to remove any company equipment, you must sign a form prior to the removal. This form will be sent to you by the HR Team.

#### ***T) STAFF VIGILANCE***

Staff should be vigilant at all times both within the shop and outside on the forecourt. The following should be given particular attention:-

- During every shift staff should take a few minutes from time to time to ensure that all areas are kept clear of litter.
- Be mindful that no one is to smoke within the garage perimeter. Anyone doing so should be asked to extinguish the cigarette/cigar immediately or asked to move off the garage perimeter. Check that they do so.
- Be aware of anyone loitering and use your discretion to deal with the situation, ie make the aware that you have noticed the. This can often be enough to encourage someone to move.
- At no time should staff put themselves at risk.
- If at any time if you feel threatened or intimidated by a customer, call for another member of staff, the Manager or the Police.

#### ***U) DRIVING LICENCE***

If driving is a necessary part of your role it is imperative that you maintain a valid driving licence suitable for the vehicle you operate at all times during your employment. You are required upon request to produce your driving licence to the HR Team. Should your licence be removed or become invalid for any reason, you must report any changes to the HR team and your employment may be terminated.

#### ***V) FINES***

Any fines imposed by relevant authorities including (but not limited to) speeding and parking will be payable by the employee. The Company takes no responsibility for the payment of fines incurred by the employee during their employment. In the event that the Company receives the summons on the employee’s behalf or owing to a fine incurred by the employee, we may pay the fine and deduct the cost from the employee’s salary. This is an express written term of your contract of employment.

#### ***W) THIRD PARTY INVOLVEMENT***

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, this is not an exhaustive list. We will seek your consent at the relevant time to share relevant ‘special categories of data’ where it is necessary for the purposes of that hearing.



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***X) RECORDING OF FORMAL MEETINGS***

We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request.

# ANTI-BRIBERY POLICY

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## **A) INTRODUCTION**

Bribery is a criminal offence. The Company prohibits any form of bribery. We require compliance, from everyone connected with our business, with the highest ethical standards and anti-bribery laws applicable. Integrity and transparency are of utmost importance to us and we have a zero tolerance attitude towards corrupt activities of any kind, whether committed by employees or by third parties acting for or on behalf of the Company.

## **B) POLICY**

It is prohibited, directly or indirectly, for any employee or person working on our behalf to offer, give, request or accept any bribe i.e. gift, loan, payment, reward or advantage, either in cash or any other form of inducement, to or from any person or Company in order to gain commercial, contractual or regulatory advantage for the Company, or in order to gain any personal advantage for an individual or anyone connected with the individual in a way that is unethical.

## **C) SUSPICION**

If we suspect that you have committed an act of bribery or attempted bribery, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in your dismissal, or the cessation of our business arrangement with you.

## **D) REPORTING**

If you, as an employee or person working on our behalf, suspect that an act of bribery or attempted bribery has taken place, even if you are not personally involved, you are expected to report this to the HR team. You may be asked to give a written account of events.

Staff are reminded of the Company's Whistleblowing Policy which is available in this Employee Handbook.

## **E) GIFTS AND HOSPITALITY**

We realise that the giving and receiving of gifts and hospitality as a reflection of friendship or appreciation where nothing is expected in return may occur, or even be commonplace, in our industry. This does not constitute bribery where it is proportionate and recorded properly.

No gift should be given nor hospitality offered by an employee or anyone working on our behalf to any party in connection with our business without receiving prior written approval from the Director.

Similarly, no gift or offer of hospitality should be accepted by an employee or anyone working on our behalf without receiving prior written approval from the Director.

## **F) RECORD KEEPING**

A record will be made by the HR team of every instance in which gifts or hospitality are given or received.

As the law is constantly changing, this policy is subject to review and the Company reserves the right to amend this policy without prior notice.

# WHISTLE-BLOWERS

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## **A) INTRODUCTION**

Under certain circumstances, employees are protected from suffering any detriment or termination of employment if they make disclosures about organisations for whom they work.

## **B) QUALIFYING DISCLOSURES**

- 1) Certain disclosures are prescribed by law as “qualifying disclosures”. A “qualifying disclosure” means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the Company has committed a “relevant failure” by:
  - a) committing a criminal offence;
  - b) failing to comply with a legal obligation;
  - c) a miscarriage of justice;
  - d) endangering the health and safety of an individual;
  - e) environmental damage; or
  - f) concealing any information relating to the above.
- 2) These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The Company will take any concerns that you may raise relating to the above matters very seriously.
- 3) The Employment Rights Act 1996 provides protection for workers who ‘blow the whistle’ where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure has to be “in the public interest”. We encourage you to use the procedure to raise any such concerns.

## **C) THE PROCEDURE**

- 1) In the first instance you should report any concerns you may have to the Director who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate official organisation or regulatory body.
- 2) If you do not report your concerns to the Director you should take them direct to the appropriate organisation or body.

## **D) TREATMENT BY OTHERS**

Bullying, harassment or any other detrimental treatment afforded to a colleague who has made a qualifying disclosure is unacceptable. Anyone found to have acted in such a manner will be subject to disciplinary action.

# CAPABILITY PROCEDURES

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## **A) INTRODUCTION**

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep up with the pace of the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

## **B) JOB CHANGES/GENERAL CAPABILITY ISSUES**

- 1) If the nature of your job changes or if we have general concerns about your ability to perform your job, we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.
- 2) If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.
- 3) If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work place, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.
- 4) If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

The above policy does not refer to employees who are still within their probationary period. We hold the right to not follow capability or normal disciplinary procedure when an employee is still in their probationary period.

## **C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES**

- 1) Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.
- 2) There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

## **D) SHORT SERVICE STAFF**

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

# DISCIPLINARY PROCEDURES

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## **A) INTRODUCTION**

- 1) It is necessary to have a minimum number of rules in the interests of the whole organisation.
- 2) The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.
- 3) Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
- 4) The following rules and procedures should ensure that:
  - a) the correct procedure is used when requiring you to attend a disciplinary hearing;
  - b) you are fully aware of the standards of performance, action and behaviour required of you;
  - c) disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
  - d) you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;
  - e) other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process;
  - f) you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
  - g) if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

## **B) DISCIPLINARY RULES**

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

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### **C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT**

(These are examples only and not an exhaustive list.)

You will be liable to disciplinary action if you are found to have acted in any of the following ways:

- a) failure to abide by the general health and safety rules and procedures;
- b) smoking in designated non-smoking areas;
- c) consumption of alcohol on the premises;
- d) persistent absenteeism and/or lateness;
- e) unsatisfactory standards or output of work;
- f) rudeness towards customers, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- g) failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- h) unauthorised use of E-mail and Internet;
- i) failure to carry out all reasonable instructions or follow our rules and procedures;
- j) unauthorised use or negligent damage or loss of our property;
- k) failure to report immediately any damage to property or premises caused by you; and
- l) use of our vehicles without approval or the private use of our commercial vehicles without authorisation;
- m) failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs;
- n) if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
- o) carrying unauthorised goods or passengers in our commercial vehicles or the use of our vehicles for personal gain; and
- p) loss of driving licence where driving on public roads forms an essential part of the duties of the post.

### **D) SERIOUS MISCONDUCT**

- 1) Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.
- 4) You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

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## **E) RULES COVERING GROSS MISCONDUCT**

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:

- a) theft or fraud;
- b) physical violence or bullying;
- c) deliberate damage to property;
- d) deliberate acts of unlawful discrimination or harassment;
- e) possession, or being under the influence, of drugs at work and /or testing positive for drug use in a random sample drug test in line with our policy;  
\*For this purpose, the term 'drugs' is used to describe **both** illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.
- f) breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

(The above examples are illustrative and do not form an exhaustive list.)

## **F) DISCIPLINARY PROCEDURE**

- 1) Disciplinary action taken against you will be based on the following procedure:

<b>OFFENCE</b>	<b>FIRST OCCASION</b>	<b>SECOND OCCASION</b>	<b>THIRD OCCASION</b>	<b>FOURTH OCCASION</b>
<b>UNSATISFACTORY CONDUCT</b>	Formal verbal warning	Written warning	Final written warning	Dismissal
<b>MISCONDUCT</b>	Written warning	Final written warning	Dismissal	
<b>SERIOUS MISCONDUCT</b>	Final written warning	Dismissal		
<b>GROSS MISCONDUCT</b>	Dismissal			

- 2) We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal.
- 3) If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.
- 4) In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

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### **G) DISCIPLINARY AUTHORITY**

The operation of the disciplinary procedure contained in the previous section, is based on the following authority for the various levels of disciplinary action. However, the list does not prevent a higher level of seniority progressing any action at whatever stage of the disciplinary process.

#### **PERSON AUTHORISED TO TAKE DISCIPLINARY ACTION IN THE CASE OF:**

	<b>MANAGEMENT</b>	<b>OTHER EMPLOYEES</b>
<b>Formal verbal warning</b>	Director	Manager/HR Team
<b>Written warning</b>	Director	Manager/HR Team
<b>Final written warning</b>	Director	Manager/HR Team
<b>Dismissal</b>	Director	Manager/HR Team

### **H) PERIOD OF WARNINGS**

1) Formal verbal warning

A formal verbal warning will normally be disregarded for disciplinary purposes after a six month period.

2) Written warning

A written warning will normally be disregarded for disciplinary purposes after a nine month period.

3) Final written warning

A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.

### **I) GENERAL NOTES**

- 1) If you are in a supervisory or Managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.
- 2) In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
- 3) Gross misconduct offences will result in dismissal without notice.
- 4) You have the right to appeal against any disciplinary action.



# CAPABILITY/DISCIPLINARY APPEAL PROCEDURE

- 1) You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.
- 2) If you wish to exercise this right you should apply in writing to the person indicated in your individual Statement of Main Terms of Employment.
- 3) An appeal against a formal warning or dismissal should give details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances.
- 4) The appeal procedure will normally be conducted by a member of staff not previously connected with the process so that an independent decision into the severity and appropriateness of the action taken can be made.
- 5) If you are appealing on the grounds that you have not committed the offence then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.
- 6) You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice. If you decide to be accompanied by a fellow employee, you must inform the HR team at the earliest stage so that arrangements can be made. The result of the appeal will be made known to you in writing, normally within five working days after the hearing.

# GRIEVANCE PROCEDURE

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- 1) It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
- 2) Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.
- 3) You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly. If this is the case, you must inform the HR team at the earliest stage so that arrangements can be made.
- 4) If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Statement of Main Terms of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
- 5) If you wish to appeal you must inform the Director within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the Company will be represented by a more Senior Manager than attended the first meeting (unless the most Senior Manager attended that meeting).
- 6) Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

# PERSONAL HARASSMENT POLICY AND PROCEDURE

## **A) INTRODUCTION**

- 1) Harassment or victimisation on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.
- 2) Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.
- 3) We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

## **B) POLICY**

- 1) We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.
- 2) We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.
- 3) We recognise that we have a duty to implement this policy and all employees are expected to comply with it.

## **C) EXAMPLES OF PERSONAL HARASSMENT**

Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee towards another and examples of harassment include:

- a) insensitive jokes and pranks;
- b) lewd or abusive comments about appearance;
- c) deliberate exclusion from conversations;
- d) displaying abusive or offensive writing or material;
- e) unwelcome touching; and
- f) abusive, threatening or insulting words or behaviour.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of personal harassment.

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## **D) COMPLAINING ABOUT PERSONAL HARASSMENT**

### 1) Informal complaint

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the HR Team who will be responsible for investigating the matter if it becomes a formal complaint.

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

### 2) Formal complaint

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of the HR Team as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:

- a) the name of the alleged harasser;
- b) the nature of the alleged harassment;
- c) the dates and times when the alleged harassment occurred;
- d) the names of any witnesses; and
- e) any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation, which will normally be within ten working days of the meeting with you, the decision of the investigator, detailing the findings, will be sent in writing to you.

You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

## **E) GENERAL NOTES**

- 1) If the decision is that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.

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- 2) If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if it is concluded that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

# EQUAL OPPORTUNITIES POLICY

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## **A) STATEMENT OF POLICY**

- 1) We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedure, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.
- 2) The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.
- 3) We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.
- 4) The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
- 5) The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.
- 6) We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

## **B) RECRUITMENT AND SELECTION**

- 1) The recruitment and selection process is crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
- 2) Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.
- 3) Job descriptions, where used, will be revised to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.
- 4) We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
- 5) We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
- 6) All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.
- 7) All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.
- 8) Short listing and interviewing will be carried out by more than one person where possible.
- 9) Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
- 10) We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

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- 11) Selection decisions will not be influenced by any perceived prejudices of other staff.

**C) TRAINING AND PROMOTION**

- 1) Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.
- 2) All promotion will be in line with this policy.

**D) MONITORING**

- 1) We will maintain and review the employment records of all employees in order to monitor the progress of this policy.
- 2) Monitoring may involve:
  - a) the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;
  - b) the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and
  - c) recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.
- 3) The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

# TERMINATION OF EMPLOYMENT

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## **A) RESIGNATIONS**

All resignations must be supplied in writing, stating the reason for resigning your post.

## **B) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE**

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Statement of Main Terms of Employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

## **C) RETURN OF OUR PROPERTY**

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment. Please see the relevant policy for more information.

## **D) GARDEN LEAVE**

If either you or the Company serves notice on the other to terminate your employment the Company may require you to take “garden leave” for all or part of the remaining period of your employment.

**NB.**

During any period of garden leave you will continue to receive your full salary and any other contractual benefits.



# COMPANY VEHICLE RULES

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## **A) DRIVING LICENCE AND AUTHORITY TO DRIVE COMPANY VEHICLES**

- 1) You must be in possession of a current driving licence and have the Manager's authority to drive one of our vehicles. This also needs to be followed up by confirmation from the HR department.
- 2) Your driving licence must be produced for scrutiny by the Manager prior to driving any of our vehicles and at any other time as requested. Alternatively, we may require you to provide us with the ability to access your driving licence details online.
- 3) If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately.
- 4) It is your responsibility to see that the vehicle is not used by anyone other than authorised employees.

## **B) FIXTURES, FITTINGS AND MODIFICATIONS**

- 1) No fixtures such as aerials, roof racks, towing apparatus, stickers, may be attached to any of our vehicles without prior written permission.
- 2) No change or alterations may be made to the manufacturer's mechanical or structural specification of the vehicle.

## **C) WARRANTY**

All warranty work must be reported to us prior to it being carried out.

## **D) CLEANING AND MAINTENANCE**

- 1) When you drive one of our vehicles it is your responsibility to ensure that it is kept clean and tidy and that it is returned to us in that condition after use.
- 2) Any maintenance or repair work, or replacement of parts, including tyres, must be reported to us so that we can organise for it to be carried out

Any maintenance or repair work, or replacement of parts, including tyres must be approved in advance by us, and reimbursement will only be made against production of an authorisation. Full details of the work required and the cost involved must be given.

- 3) Failure to adequately clean the vehicle may mean you are subject to the cost of the valet being deducted from your pay.

## **E) FUEL ETC.**

- 1) Before you use one of our vehicles, and on its return, you are responsible for ensuring that the oil and water levels, battery and brake fluid and tyre pressures are maintained and that the tread of all tyres conforms to the minimum legal requirements.
- 2) Normally fuel will be supplied for use prior to you using a Company vehicle or you may be supplied with cash for the purpose of filling a vehicle with fuel if you are to use it for an extended period. If this is the case you should retain receipts and return any money left over from fuel purchases.

## **F) FINES**

We will not be held responsible for any fines (e.g parking, speeding etc.) incurred by you whilst working for us. If we receive the summons on your behalf, we may pay the fine and deduct the cost from any monies owing to you. This is an express written term of your contract of employment.

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### **G) DAMAGE OR INJURY**

- 1) If you are the driver of any of our vehicles and it is involved in an accident which causes damage to property or another vehicle, or injury to any person or animal, you are required to give your name and address, the name and address of the Owner, the registration number of the vehicle and the name of the Insurance Company to any person having reasonable grounds for requiring such information. It is important that you give no further information. If for some reason it is not possible to give this information at the time of the accident, the matter must be reported to the police as soon as possible, but within twenty-four hours of the occurrence.
- 2) In addition in the case of an incident involving injury to another person or to notifiable animals, you are responsible for notifying the police of the occurrence, and must produce your insurance certificate to a Police Officer attending the accident, or any other person having reasonable grounds for seeing it. The accident must be reported to a police station or to a Police Officer within twenty-four hours. If you are not then able to produce the certificate, you must, in any event, produce it in person within five days after the accident, to such police station as you may specify at the time of first reporting the accident.
- 3) For security reasons, insurance certificates are kept by us. However, a copy of the certificate of insurance is provided with each vehicle and this will be renewed annually. You should make sure that it is with the vehicle at all times. Replacement copies can be obtained from us if necessary.

### **H) LOSS**

- 1) In the case of theft of one of our vehicles, the police and ourselves must be informed immediately. Full details of the contents of the vehicle must also be given. If any contents are stolen from the vehicle the police and ourselves should be notified immediately.
- 2) Please note that only our property is insured by us and you should make your own arrangements to cover personal effects.
- 3) The vehicle should be kept locked when not in use and the contents should be stored out of sight, preferably in the boot or rear. If a vehicle is stolen we are required to prove to the Insurance Company that there has been no negligence and, therefore, we must hold you responsible in the event of such negligence.

### **I) ACCIDENT PROCEDURE**

- 1) It is a condition of the insurance policy that the insurers are notified of all accidents, even if apparently of no consequence. You must, therefore, as soon as possible after the accident, obtain an accident report form from us which must be completed and returned to us within twenty-four hours. All the information required on the form must be completed. You should note, that whenever possible the following particulars should appear in the form:
  - a) the name and address of the other driver and the name and address of his/her insurers;
  - b) the names and addresses of all passengers in both our vehicle and the third party's vehicle;
  - c) names and addresses of all witnesses. It will be of considerable assistance if statements can be obtained from all witnesses at the time of the accident; and
  - d) particulars of the police attending i.e. name, number and division.

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- 2) A detailed sketch must be provided showing the relative position of the vehicle before and after the accident, together with details of the roads in the vicinity, e.g. whether they are major or minor roads and as many relevant measurements as possible.
  - 3) If our vehicle is undriveable you are responsible for making adequate arrangements for the vehicle to be towed to a garage, and the name and address of the garage where the vehicle may be inspected must be stated on the claim form.
  - 4) We will organise for repairs to be carried out.
  - 5) Under no circumstances may repairs be put in hand until the Insurance Company has given its agreement. We will notify you when this has been done.
  - 6) You should not under any circumstances express any opinion one way or the other on the degree of responsibility for the accident. Only exchange particulars mentioned in 1) above and nothing more.

#### ***J) ROAD FUND LICENCE***

The road fund licence (tax) for each vehicle will be renewed automatically when due.

#### ***K) PERMITTED USE***

Subject to the restrictions already stipulated, our vehicles may only be used for our authorised business unless previous arrangements for private domestic or social use have been agreed with us in advance. They may not be used for the carriage of passengers for hire or reward, nor may they be used for any type of motoring sport, including racing, rallying or pace making, whether on the public highway or on private land.

#### ***L) PERSONAL LIABILITY FOR DAMAGE TO VEHICLES***

- 1) Where any damage to one of our vehicles is due to your negligence or lack of care, we reserve the right to insist on your rectifying the damage at your own expense or paying the excess part of any claim.
- 2) Repeated instances may result in disciplinary action/and or the use of Company vehicles being withdrawn.