



Resso Holdings Ltd

Employee Handbook

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INTRODUCTION

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.

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 your line manager.

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. We will not condone any unlawful discriminatory act or attitude in the course of your employment or in your dealings with our clients, suppliers, contract workers, members of the public or with fellow employees. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

General amendments to the Employee Handbook will be issued from time to time.

JOINING OUR ORGANISATION

A) Probationary Period

You join us on an initial probationary period as identified in your Statement of Main Terms. During this period your work performance and general suitability will be assessed and, if it is satisfactory and you reach the required attainment standards, your employment will continue. However, if your work performance is not up to the required standard, you do not reach the required attainment standards, 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.

B) Employee Training

1. At the commencement of your employment you will receive a company induction and training for your specific job role, and as your employment progresses your skills may be extended to encompass any new job role activities within the business. Any formal Training requirements as part of the role must be completed in-store within the contracted working hours.
2. We encourage employees to undertake training in order to further their career within the organisation and this may include assisting with costs of the training. However, in the event of termination of employment, for whatever reason, we will seek reimbursement of the costs in line with the Training Agreement. Further details are available separately.

C) 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.

D) 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 as the type and volume of work is always subject to change, and it allows us to operate efficiently and gain maximum potential.

E) Mobility

Although you are usually employed at one particular site, it is a condition of your employment that you are prepared, whenever applicable, to transfer to any other of our sites. This mobility is essential to the smooth running of our business.

WAGES & SALARIES ETC.

A) Administration

1. Payment

- a) The pay period month is NOT the calendar month but 13 off 4 weekly periods. Basis wages/salaries are paid on 4 weekly terms on the 10th day, thereafter normally a Friday. Should the 10th fall on Bank Holiday period then wages will be paid on the next calendar working day.
- b) You will receive a payslip 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 your Line Manager.

2. Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a long period.

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 us 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 and further copies are not available.

B) Lateness/Absenteeism

1. You must attend for work punctually at the specified time(s) and 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 Absence policy.
3. Where applicable, you must "clock in/out" as directed. You are responsible for your own time recording on commencing and finishing work. If you clock in or out on behalf of another employee or permit another employee to do so on your behalf you may be subject to disciplinary action, up to and including summary dismissal.
4. If you clock in before your shift is due to commence, you will not be paid for this time unless specifically authorised by your Line Manager.

5. You must immediately inform your Line Manager if you fail to clock in at the start of your shift.
6. If you are hourly paid and you “clock in” more than four minutes late (e.g. at 8.05am) you will lose 15 minutes pay. If you “clock in” more than 19 minutes late (e.g. at 8.20am) you will lose 30 minutes pay and so on.
7. 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/day without pay.
8. Lateness of absence may result in disciplinary action and/or loss of appropriate payment.
9. You are entitled to a 30 minute unpaid break if you work in excess of 4 ½ hours.
10. You are required to take your breaks as directed. Failure to clock out/in for breaks may result in delayed or incorrect payment of wages and persistent failure to clock in/out may result in disciplinary action.

C) Shortage of Work

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.

D) Maternity/Paternity Leave and Pay

You may be entitled to maternity/paternity leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant you should notify your Line Manager at an early stage so that your entitlements and obligations can be explained to you.

E) Adoption Leave and Pay

You may be entitled to adoption leave and pay in accordance with the current statutory provisions. Upon receiving notification from an adoption agency that you have been matched with a child you should discuss your circumstances with your Line Manager in order that your entitlements and obligations can be explained to you.

F) Parental Leave

If you are entitled to take parental leave in respect of the current statutory provisions, you should discuss your needs with your Line Manager, who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of the business.

G) Time off for Dependents

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 dependents. Should this be necessary you should discuss your situation with your Line Manager, who, if appropriate, will agree the necessary time off.

H) Auto enrolment of Workplace Pension Scheme

We operate a Government NEST Workplace Pension Scheme. ALL employees will be enrolled into the NEST Pension Scheme if they fall into the below three categories;

- Ages between 22 and the state pension age
- Earning over £10,000 each year
- Working in the UK

Employees that don't meet the above criteria may still be able to opt into the pension scheme. All details are available from your Line Manager.

HOLIDAY ENTITLEMENT AND CONDITIONS

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 payment will not be made in lieu of any holidays accrued but not taken.
3. You should complete form HR for all holiday requests and have it signed by Management before making any firm holiday arrangements.
4. Holiday requests will only be considered if you present them on form HR and we will allocate agreed holiday dates on a "first come - first served" basis whilst ensuring that operational efficiency and minimum staffing levels are maintained throughout the year.
5. You should give at least one month's notice of your intention to take holidays.
6. During your first year of employment, you may not normally take annual leave until it has been accrued. Thereafter, it is at the discretion of Management whether annual leave can be taken prior to accrual.
7. You may not normally take more than two working weeks consecutively except in exceptional circumstances with prior Management approval.
8. Holidays may not normally be taken by Store Managers or Sandwich Artists between October and December.
9. Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.
10. You are required to reserve up to three days of your annual entitlement to take during the Christmas/New Year period when we do not open. If you have not accrued sufficient holiday entitlement to cover this period, you will be given unpaid leave of absence.

B) Public/Bank Holidays

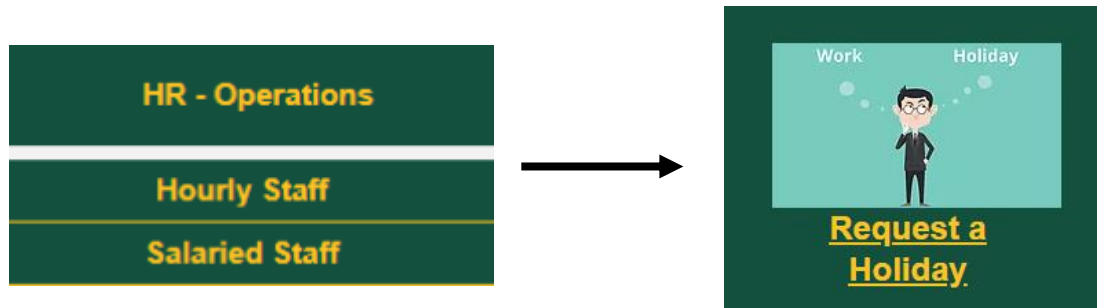
Your entitlement to public/bank holidays is shown in your individual Statement of Main Terms of Employment.

HOLIDAY REQUEST

For any holiday requests that you have, you must submit the request via the Resso Website at www.ressold.co.uk and follow the below steps;

Under **'HR-Operations'** select the relevant section for yourself based on whether you are Hourly Paid or Salaried.

You will then need to click onto **'Request a Holiday'** and submit all the relevant details this section asks you for in relation to your Holiday Request.



When you have completed the form as seen below, this will then be sent directly to your Store Manager for their approval. You will then receive an email either Approving or Rejecting your holiday request.

Staff Holiday Request Form

Please complete and submit this webform if you want to request a holiday.

Employee ID *

Enter Employee Full Name *

Your Role *

Manager *

Store *

Proposed Holiday Dates *

Start

End

Total Number of holiday days taken *

If your holiday request is not approved, please speak with your Store Manager directly, as it is their decision as to whether the holiday is approved and not Head Office.

Sickness/Injury Payments and Conditions

A) Notification of incapacity for work

1. You must notify us by telephone on the first day of incapacity and at the earliest possible opportunity at least two hours before you are due to commence work.

Notification should be made personally (or if you are unable to do so, then by a relative, neighbour or friend) to your Line Manager. Notification by text message or by leaving a voicemail is not deemed an acceptable method of absence notification and will lead to your absence being treated as unauthorised. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes.

2. 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 on your return to work.
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 because of sickness or injury provided you meet the criteria in the current SSP regulations. When you are absent for four or more consecutive days you will be paid SSP by us if you are eligible. This 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 as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
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. Separate rules relating to infectious diseases and food handlers are to be found in the employee handbook, and you, if you are a food handler, must familiarise yourself with them.
3. On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to your Line Manager.

4. Upon returning to work you may be interviewed by Management for the purposes of ascertaining your well-being.

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 to us.
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. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.
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 or for you to be independently medically examined.

SICKNESS SELF-CERTIFICATION ABSENCE

This form should be completed on your return to work following any period of sickness. If you are returning to work after a period of sickness of **more than 7 calendar days** a medical certificate or certificates should already have been provided to cover the period of absence in excess of these first seven days

Name	Payroll Number
Dates of Sickness/Absence (Including non-working days)	
FROM	TO
am/pm	am/pm
day	day
date	date
Details of Sickness or Injury	
Did you consult a Doctor?	Yes / No
If YES, please give details of; Doctor's Name, Address, Date of Visit, Treatment received and any current treatment. If NO, please state why not.	
Declaration	
I certify that I was incapable of work because of my sickness/injury on the dates shown above and that this information is true and accurate.	
I acknowledge that false information will result in disciplinary action.	
I hereby give my employer permission to verify the above information.	
Signed <i>(Employee)</i>	Acknowledged <i>(Employer)</i>
Date	Date

SAFEGUARDS

A) Rights of Search

1. Although we do not have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises, we would ask all employees to assist us in this matter should we feel that such a search is necessary. These searches are random and do not imply suspicion in relation to any individual concerned.
2. If you should be required to submit to a search, if practicable you will be entitled to be accompanied by a third party to be selected from someone who is on the premises at the time a search is taking place. This right also applies at the time that any further questioning takes place.
3. 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.

C) 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 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.

D) Statements to the Media

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by an authorised member of Management.

E) 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.

F) 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.

G) 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 Management 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 e.g. by using a colleague's password, to the computer facility will result in disciplinary action.
- g) Unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

H) 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. We reserve the right to access and monitor use of our computer facilities in order to maintain the integrity of our systems. You must obtain prior permission from Management before using company facilities for personal use.

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. 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/client 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, mobile phone or PDA.

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.

I) Data Protection

The above act was introduced to regulate personal data held either on computer or within a manual filing system. As an employer it is our responsibility to ensure that the documentation held is relevant, accurate and where necessary, kept up to date. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects under the Act. As an employee you will have the right, upon written request, to be told what personal data about you is being processed. You will also have the right to be informed of the source of the data and to whom it may be disclosed.

We are not obliged to supply this information unless you make a written request and for such requests, a fee will be payable.

J) Cash Handling

1. You must have prior authorisation to handle cash, use cash tills or receive payments on behalf of the company. Unauthorised cash handling may lead to disciplinary action being taken.
2. Receipts must be issued for all transactions and you must record all transactions on the till roll.
3. At the end of the night, the till will be checked to ensure that the amount of money in the till tallies with the figures on the till roll. Any cash shortages at the end of the shift/day will be the responsibility of the individual/shift on duty and must be made good by that individual/shift. Any such shortages may be deducted from wages/salary. This is an express written term of your contract of employment in compliance with current legislation.
4. You must not accept a customer's cheque.
5. You must ensure that the signature on cheques, credit card slips or any other documentation, received in payment of goods or services matches the signature on the card. If you are doubtful as to the validity of a signature, you should refer the matter to your Line Manager for the payment to be authorised.
6. You are not permitted to give discounts on any goods or services without obtaining the prior permission of your Line Manager.
7. You are not permitted to purchase goods on your own behalf without first obtaining the permission of your Line Manager.
8. You are not permitted to serve or sell goods to family members, friends or fellow employees without first obtaining the permission of your Line Manager.

K) Closed Circuit Television

Closed circuit television cameras are used on our premises for security purposes. We reserve the right to use any evidence obtained in this manner in any disciplinary issue.

STANDARDS

A) Wastage

1. We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of all our operations and also to minimise the impact of our operations on the environment.
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 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; and
 - 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 re-imburse to us the full or part of the cost of the loss.
4. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

B) Standards of Dress

You will have been issued with uniform to be worn at all times whilst on duty in your designated Subway store.

Uniform is important for two main *reasons*:-

1. Subway uniform acts as a hygiene device as it prevents your hair and other foreign objects falling into food.
2. To prevent cross contamination, it's important for uniform shirts, aprons and bottoms to be laundered as needed to remove invisible bacteria and viruses as these can remain on cloth surfaces for up to 48 hours. It's best to launder these components after each use. Follow care instructions on the tags located on the components. If care instructions don't appear on uniform components.
3. It provides all employees in Subway a common look which not only makes a Subway employee instantly recognisable but also ensures that the professional and clean image is portrayed in every store.

Subway Uniform consists of:

- Subway visor – **Provided**
- Subway top – **Provided**
- Subway apron - **Provided**
- Badge - **Provided**
- Black trousers or smart black jeans - **Not Provided**
- Black shoes/trainers - **Not Provided**
- Replacement badge – **Provided**

- Face Mask/Shield (must be worn when serving or when entering the customer area).

Provided

- Face Shields must be cleaned with sanitiser before and after your shift
- You must leave your face shield in the store at the end of your shift or when you go on a break.
- If you leave your shield on a counter, table or drop it on the floor, you must sanitise before putting it back on.

Employees must change into their uniform on arriving at the store and must do so before clocking in. Employees must ensure that they have changed out of their uniform before leaving the store at the end of their shift.

The company does not permit uniform to be worn out of the premises.

Uniform **MUST** be returned upon leaving the company. It should be both washed and ironed and in good condition.

You **MUST WEAR:**

- Your Subway visor or cap at all times when working in the back of house and serving the customers
 - Clean and Ironed top (tops must be tucked into trousers)
 - Clean apron worn at all times
 - Clean black trousers or jeans
 - Black Shoes or trainers
 - Face mask when serving customers or when entering the customer area
1. As you will 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. The company will supply Subway tops for your exclusive use when visiting or working in company stores. You are expected to take care of the clothing and to maintain it in a reasonable condition. In addition to the clothing provided you are expected to wear sensible, plain coloured, business attire or smart black jeans and flat shoes. When working behind store counters the appropriate hat must also be worn.
 2. Your uniform will be supplied to you free of charge by the company, however when you leave the company you are required to return your uniform in full and in good order with any other items that are the property of the company. Failure to return the appropriate uniform items in a good condition will lead to a charge of £33.00 being deducted from your final pay.
 3. Where company clothing is not provided, you should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times. Any loss or damage to company clothing, except for normal wear and tear, will be your responsibility and you will be liable for the cost of replacement items.
 4. Failure to attend work wearing the correct clothing will lead to you being sent home to change and you will not be paid for the lost time.
 5. Uniform must be worn prior to clocking in and you must clock out before getting changed at the end of your shift.

6. It is down to the employee to ensure that their uniform has been cleaned, ironed and up to the company standard for every shift. Please remember you must ensure you do not wear the same uniform within 48 hours.

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

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 that can be found in each store.

B) Refreshment Making Facilities

Each employee will be allowed one of the following Employee Meals deals during any shift of more than 4.5 hours that they are working.

- **Standard formulation six-inch meal deal for £1**
 - This will include any standard formulation sub or salad + cup drink + 1 cookie or 1 packet of crisps
- **Standard formulation Foot long meal deal for £2**
 - This will include any 12 sandwich or wrap + cup drink + 1 cookie or 1 packet of crisps

If you wish to add double meat/double cheese you must pay the extra charge.

Draft soft drinks are available free of charge provided that the plastic cups are used instead of the Subway logo cups.

Hot Drinks are not to be taken as part of your meal entitlement. If you wish to have a hot drink with your meal, there will be an additional charge of 30p added to the total.

If at any time during your shift you wish to purchase a hot or bottled drink, these will be available at a discounted price of £1. If you wish to add syrups to your hot drink, you must pay the additional cost.

Please note, you cannot purchase these employee offers for any family member or friend and this offer is only available for staff whilst on shift. If it is identified that this is happening, you may be subject to disciplinary action due to theft.

You are not permitted to use any promotional offers / merchandise such as buy one get one free or the use of our promotional vouchers in our stores. Drinks are not to be consumed from Subway logo cups - plastic cups are to be used at all times.

Food items must be consumed in the customer area ONLY and not consumed in the kitchen, preparation areas or back of house. All other items of food/drink such as canned/bottled drinks, cookies and crisps must be paid for and proof of purchase retained (as you may be requested to provide this receipt for inspection).

Any breach of these rules will be treated seriously and you may face disciplinary action for Gross Misconduct in relation to theft.

C) Smoking Policy

Our policy of no smoking on company premises must be observed at all times. You must not smoke in the immediate vicinity of the store in view of customers.

D) 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.

The effects of alcohol and drugs can be numerous:-
(These are examples only and not an exhaustive list).

- a) absenteeism (e.g. unauthorised absence, lateness, excessive levels of sickness, etc.);
- b) higher accident levels (e.g. at work, elsewhere, driving to and from work); and
- c) work performance (e.g. difficulty in concentrating, tasks taking more time, making mistakes, etc.).

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.

E) 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.

F) 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.

G) Hygiene for Food Handlers

1. You must wash your hands immediately before commencing work, after using the toilet and after handling bins and waste products and you should wash your hands more frequently as part our COVID-19 guidelines.
2. Any cut or burn on the hand or arm must be covered with an approved visible dressing.
3. Head or beard coverings and overalls/uniforms, where provided, must be worn at all times.
4. You must be careful not to cough or sneeze over or near food.
5. You must keep the handling of food to a minimum and must not let your hands touch your clothes, face, nose, mouth or hair whilst handling food.
6. Unused food must be disposed of properly.
7. All equipment and work surfaces must be kept clean and tidy at all times.
8. No jewellery should be worn, other than plain band wedding rings, without the permission of your Line Manager.
9. You should not wear excessive amounts of make-up or perfume and nail varnish should not be worn.
10. If you are suffering from an infectious or contagious disease or illness, or have a bowel disorder, boils, skin or mouth infection, you must not report for work without clearance from your own doctor.
11. Contact with any person suffering from an infectious or contagious disease must be reported and you must have clearance from your own doctor before commencing work.
12. You must report to your Line Manager before commencing work.

H) RELATIONSHIPS AT WORK

Employees are encouraged to socialize and develop professional relationships in the workplace provided that these relationships do not interfere with the work performance of either individual or with the effective functioning of the workplace. Employees who engage in personal relationships (including romantic and sexual relationships) should be aware of their professional responsibilities and will be responsible for assuring that the relationship does not raise concerns about favouritism, bias, ethics and conflict of interest. In cases of doubt, advice should be sought from the next level of management

Romantic or sexual relationships between employees where one individual has influence or control over the other's conditions of employment are inappropriate. These relationships, even if consensual, may ultimately result in conflict or difficulties in the workplace. If such a relationship currently exists or develops, it must be disclosed:

- The supervisor or employee who has influence or control over the other's conditions of employment has an obligation to disclose his/her relationship to the department head or next level of management.
- The other employee involved in the relationship is encouraged to disclose the relationship to either the next level of management.
- To avoid accusations of favoritism and abuse of authority, we strictly prohibit Manager/Supervisors/ Team leaders from dating their team members or those who report to their team members (directly or indirectly). If they do, they'll face disciplinary action up to and including termination.

If a relationship is deemed to be inappropriate under these guidelines, the appropriate department head or next level of management, after consultation Human Resources will take appropriate action. Actions taken may include, but are not limited to, an agreed upon transfer, a change in shift, a change in reporting structure, the Performance Management process or discharge.

If an employee, whether or not involved in the relationship, believe they have been, or are being, adversely affected, they are encouraged to contact HR@sub10.co.uk.

GENERAL TERMS OF EMPLOYMENT, INFORMATION AND PROCEDURES

A) Changes in Personal Details

You must notify us 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.

To do so, you must log a 'Change of Personal Details Request' via the Resso Website at www.ressold.co.uk under '**HR-Operations**'.

B) Other Employment

- a) You must devote the whole of your time, attention and abilities during the hours of work for the company to your duties for the company and may not in any circumstances, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work for the company.
- b) It is a condition of your employment that apart from your work within the company, you do not engage in any other employment or engage in any profession, trade or business, directly or indirectly, without the company's prior written consent.
- c) Permission will not be unreasonably withheld unless the other employment or activity has, or could be anticipated to have an adverse effect on the company, its customers, your ability to carry out your work, or if it would create a conflict of interests in relation to your responsibility to the company.

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, you should discuss your requirements with your Line Manager and arrange appointments at the start or the end of your working day in order to

minimise disruption to the company. Time off required for these purposes may be granted at the discretion of your Line Manager and will normally be without pay.

D) Bereavement Leave

Individuals' reactions to bereavement vary greatly and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with your Line Manager and agree appropriate time off, which will normally be without pay.

E) Travel Expenses

We will reimburse you for any reasonable expenses incurred whilst undertaking company business. The rules relating to expenses will be notified separately. You must provide receipts for any expenditure and submit an expense claim form.

F) Communications

We will try to keep you informed about items of interest by means of our notice board. You should use this, if you wish (with permission), to promote any particular item of interest to other employees.

G) Employees' 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.

H) Lost Property

Articles of lost property should be handed to your Line Manager who will retain them whilst attempts are made to discover the owner.

I) Parking

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 care of our address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

K) Telephone Calls/Mobile Phones

1. Telephones are essential for our business. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing calls can only be made with the prior permission of your Line Manager. Personal mobile phones should be switched off during working hours.
2. In the event that you are issued with a company mobile phone, this is provided for business purposes only and personal use is permitted in the event of an emergency only.
3. It is illegal to use a mobile phone whilst driving (without a hands free set). It is our company policy that you should not use any mobile phones whilst driving. You should pull over to the side of the road in an appropriate place before making or receiving any telephones calls. In the event of you being unable to pick up a call because you cannot find a safe place to stop, you must return the call as soon as conveniently possible.

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 your Line Manager, no collections of any kind are allowed on our premises.

N) Friends and Relatives Contact

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency.

O) Company Property

Use of such property for any purpose other than normally defined duties is not permitted. Property of any type is not to be taken away from the premises unless with prior approval. You must immediately notify the appropriate member of Management of any damage to property or premises.

WHISTLE-BLOWERS

1. If you believe that the company is involved in any form of wrongdoing such as:
 - a. committing a criminal offence;
 - b. failing to comply with a legal obligation;
 - c. endangering the health and safety of an individual;
 - d. environmental damage; or
 - e. concealing any information relating to the above

You should in the first instance report your concerns to the Managing 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 organisation or body, e.g. the Police, the Environment Agency, Health and Safety Executive or Social Services Department.

2. If you do not report your concerns to the Managing Director you may take them direct to the appropriate organisation or body.
3. The Public Interest Disclosure Act 1998 prevents you from suffering a detriment or having your contract terminated for 'whistle-blowing' and we take very seriously any concerns which you may raise under this legislation.
4. We encourage you to use the procedure if you are concerned about any wrong doing at work. However, if the procedure has not been invoked in good faith (e.g. for malicious reasons or in pursuit of a personal grudge), then it will make you liable to immediate termination of engagement or such lesser disciplinary sanction as may be appropriate in the circumstances.

CAPABILITY PROCEDURES

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 pace with 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, 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.

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 but you will retain the right to a hearing and you will have the right to appeal.

DISCIPLINARY PROCEDURES

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 a 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, who may act as a witness or speak on your behalf, 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.

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;

- d) Failure to abide by the general health and safety rules and procedures;
- e) Smoking in designated non-smoking areas;
- f) Consumption of alcohol on the premises or during working hours;
- g) Persistent absenteeism and/or lateness;
- h) Unsatisfactory standards or output of work;
- i) Rudeness towards customers, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- j) Failure to devote the whole of your time, attention and abilities to our business and affairs during your normal working hours;
- k) Unauthorised use of E-mail and internet;
- l) Failure to carry out all reasonable instructions or follow our rules and procedures;
- m) Unauthorised use or negligent damage or loss of our property;
- n) Failure to report immediately any damage to property or premises caused by you;
- o) Use of our vehicles without approval or the private use of our commercial vehicles without authorisation;
- p) Failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs;
- q) If your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
- r) Carrying unauthorised goods or passengers in our commercial vehicles or the use of our vehicles for personal gain; and
- s) 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.
2. 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.

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 illegal drugs or alcohol at work; and
- f) Breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person
- g) Absence without authorised leave (AWOL) with no reasonable explanation.

(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;

OFFENCE	FIRST OCCASION	SECOND OCCASION	THIRD OCCASION	FOURTH OCCASION
UNSATISFACTORY CONDUCT	Formal verbal warning	Written warning	Final written warning	Dismissal
MISCONDUCT	Written warning	Final written warning	Dismissal	
SERIOUS MISCONDUCT	Final written warning	Dismissal		
GROSS MISCONDUCT	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 but you will retain the right to a disciplinary hearing and you will have the right to appeal.
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.

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 or lower level of seniority, in the event of the appropriate level not being available, or suitable, progressing any action at whatever stage of the disciplinary process.

Formal verbal warning	Director/Area Manager
Written warning	Director/Area Manager
Final written warning	Director/Area Manager
Dismissal	Director/Area Manager

H) Period of Warnings

1. Formal verbal warning

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

2. First Written warning

A written warning will normally be disregarded for disciplinary purposes after a six 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 either verbally or 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 ground 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. The result of the appeal will be made known to you in writing, normally within five working days after the hearing.

Grievance Procedure

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.
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 Managing Director within three 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 five working days, which will be confirmed in writing.

Personal Harassment Policy & Procedure

A) Introduction

1. Harassment or victimisation on the grounds of race, colour, nationality, ethnic or national origin, sex, marital status, gender reassignment, sexual orientation, religion or belief, disability or age 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.

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.

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 Managing Director 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, a draft report of the findings and of the investigator's proposed decision will be sent, in writing, to you and the alleged harasser.

If you or the alleged harasser are dissatisfied with the draft report or with the proposed decision this should be raised with the investigator within five working days of receiving the draft. Any points of concern will be considered by the investigator before a final report is sent, in writing, to you and to the alleged harasser. 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 report concludes that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary and disciplinary dismissal procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
2. If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if the report concludes that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

EQUAL OPPORTUNITIES POLICY

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 race, colour, ethnic or national origin, religion or belief, sex, marital status, sexual orientation, gender reassignment, age or disability.
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.
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

A) Redundancy

It is our intention to develop and expand the business and to provide security of employment for its employees. However, circumstances may arise when changes in the market, technology, organisational requirements, and similar developments, will lead to the need for reductions in employees. In the event that the company is not in a position to sustain employment and redundancies become necessary then we will adhere to the legislation in force to ensure the process is undertaken lawfully.

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 including uniforms, keys, laptops, mobile telephones, documents etc. 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.

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. We reserve the right not to offer you any work during the whole, or any part, of the notice period, and to require you not to attend company premises during this time. During any period of garden leave you will continue to receive your full salary and any other contractual benefits. You are not permitted to undertake any other form of employment, whether paid or unpaid, during the notice period, without the company’s prior written permission.