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**DATED**

**[DATE]**

**[EMPLOYER'S NAME]**

**STAFF HANDBOOK**

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## Staff handbook

### 1. Introduction

#### 1.1 [GENERAL DETAILS ABOUT THE EMPLOYER AND ITS BUSINESS.]

1.2 We are an equal opportunities employer and do not discriminate on the grounds of gender, sexual orientation, marital or civil partner status, pregnancy or maternity, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.

### 2. Using the Staff Handbook

2.1 This Staff Handbook sets out the main policies and procedures that you will need to be aware of while working for us. You should familiarise yourself with it and comply with it at all times. Any questions you may have with regard to its contents or what you have to do to comply with it should be referred to [your line manager **AND/OR** the Human Resources Department **OR** [POSITION]].

2.2 The policies and procedures set out in this handbook apply to all [staff **OR** employees] unless otherwise indicated. [They therefore apply to managers, officers, directors, employees, consultants, contractors, trainees, homeworkers, part-time and fixed-term employees, casual and agency staff [and volunteers] (collectively referred to as **staff** in this handbook).] They do **not** form part of the terms of your contract with us, which are provided to you separately. [Your contract sets out [your job title, hours and place of work, probationary period, salary, holidays and holiday pay, sickness absence reporting procedure and sick pay, your entitlement to and obligation to give notice to terminate your contract and the duties of confidentiality and restrictions that continue to apply after the termination of your contract].]

2.3 [Our policies and procedures have [where indicated] been [agreed **OR** implemented following consultation] with the [[TRADE UNION] **OR** [WORKS COUNCIL] **OR** [STAFF ASSOCIATION]].]

### 3. Responsibility for the Staff Handbook

3.1 [The HR Manager **OR** [POSITION]] has overall responsibility for this Staff Handbook and for ensuring that its policies and procedures comply with our legal obligations.

3.2 The Staff Handbook is reviewed [each year OR regularly] to ensure that its provisions continue to meet our legal obligations and reflect best practice.

3.3 Everyone should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives. Managers must ensure all staff understand the standards of behaviour expected of them and to take action when behaviour falls below those requirements.

#### **4. Personal data**

4.1 Whenever we process personal data about you in connection with our policies, we will process it in accordance with our [Privacy Standard OR Data Protection Policy]. We will only process your personal data if we have a lawful basis for doing so. We will notify you of the purpose or purposes for which we use it. Please see the Privacy Notice [on the intranet OR in this Staff Handbook] for further information.

#### **5. Emergency contact details**

5.1 [The Human Resources Department OR [DEPARTMENT] OR [POSITION]] is responsible for maintaining up-to-date details of your home address and the emergency contact telephone numbers of the person or persons you would like us to contact in the event of an emergency, for example if you have an accident. This information will be requested by [your line manager OR the Human Resources Department OR [POSITION]] when you start work and [you will periodically be asked to confirm that these are up to date OR you should advise us of any changes straight away]. This information is held in confidence and will only be used when needed.

5.2 [We will write separately to the person or persons whose contact details you have provided, notifying them of why we hold their details, namely that it is in your legitimate interests.]

## Schedule 1 Recruitment Policy

### 1. About this policy

- 1.1 The purpose of the recruitment policy is to ensure a professional and consistent approach to recruitment and selection, that members of staff are recruited on the basis of their ability, and that manager are able to attract and recruit high calibre staff.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### 2. [ICOCA

- 2.1 The Company is a member of the International Code of Conduct Association and holds it obligations to this body as a priority]

### 3. Labour and Human Rights

- 3.1 The Company abhors any and all practices that result people ending up in a position of indentured labour, where they owe money or favour as a consequence of getting a job, or where they find themselves trapped in employment or a location of employment by virtue of having that job..
- 3.2 Where necessary [your line manager OR the Human Resources Department] can give further information and guidance on cultural and religious dress in the workplace.
- 3.3 Priority is at all times given to health and safety requirements. Where necessary, advice will be taken from [the Health and Safety Officer OR [POSITION]].

## Schedule 2 Dress code

### 1. About this policy

- 1.1 We encourage everyone to maintain an appropriate standard of dress and personal appearance at work. The purpose of our dress code is to establish basic guidelines on appropriate clothing and appearance at our workplace, so that we:
- (a) promote a positive and professional image;
  - (b) respect the needs of men and women from all cultures and religions;
  - (c) make any adjustments that may be needed because of disability;
  - (d) take account of health and safety requirements; and
  - (e) help staff and managers decide what clothing it is appropriate to wear to work.
- 1.2 Managers are responsible for ensuring that this dress code is observed and that a common-sense approach is taken to any issues that may arise. Any enquiries regarding the operation of our dress code (including whether an article of clothing is suitable to wear to work) should be made to your line manager or the Human Resources Department.
- 1.3 Failure to comply with the dress code may result in action under our Disciplinary Procedure.
- 1.4 We will review our dress code periodically to ensure that it reflects appropriate standards and continues to meet our needs.
- 1.5 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### 2. Appearance

- 2.1 While working for us you represent us with **[clients OR customers]** and the public. Your appearance contributes to our reputation and the development of our business.
- 2.2 It is important that you appear clean and smart at all times when at work, particularly when you may be in contact with clients, other business contacts or the general public.
- 2.3 **[Different departments may have specific clothing requirements, for example, because their work is customer-facing or raises particular health and safety concerns. It is**

important that you dress in a manner appropriate to your working environment and the type of work you do.]

- 2.4 [Employees in certain roles may be required to wear uniforms [provided by us **OR** consisting of [SPECIFY UNIFORM], which should be kept clean and neat.]
- 2.5 [All employees [in customer facing roles] should wear [smart business attire **OR** business casual attire]. ]
- 2.6 [[Employees in [certain roles **OR** customer and public facing roles] may be asked to cover up visible tattoos or to remove or cover up visible body piercings.]]
- 2.7 [You should not wear [casual,] gym or beach wear to work. This includes track suits, sweat-shirts, t-shirts or shorts, combat trousers, jogging bottoms, [denim,] or leggings. Clothing should not be dirty, frayed or torn. Tops should not carry wording or pictures that might be offensive or cause damage to our reputation. It is inappropriate to wear cut-off shorts, crop tops, see-through material or clothing that exposes areas of the body normally covered at work.]
- 2.8 Footwear must be safe and clean and take account of health and safety considerations. Trainers[, stilettos] and flip-flops are not acceptable.
- 2.9 Where we provide safety clothing and equipment, including protective footwear, it should be worn or used as appropriate and directed.
- 2.10 You should not wear clothing or jewellery that could present a health and safety risk.
- 2.11 [You will be supplied with an identity badge that must be worn and visible at all times when you are at work.]

### **3. Religious and cultural dress**

- 3.1 You may wear appropriate religious and cultural dress (including clerical collars, head scarves, skullcaps and turbans) unless it creates a health and safety risk to you or any other person or otherwise breaches this policy.
- 3.2 Where necessary [your line manager **OR** the Human Resources Department] can give further information and guidance on cultural and religious dress in the workplace.
- 3.3 Priority is at all times given to health and safety requirements. Where necessary, advice will be taken from [the Health and Safety Officer **OR** [POSITION]].

## **Schedule 3 Personal Behaviour Policy**

### **1. About this policy**

- 1.1 This policy deals with the policy and procedure on acceptable standards of behaviour in the workplace.
- 1.2 Each employee carries personal responsibility for their own behaviour in relation to this policy and are responsible for ensuring their conduct is in line with the standards set out in this policy
- 1.3 Failure to comply with the Personal Behaviour Policy may result in action under our Disciplinary Procedure
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Employee's Duties**

- 2.1 Employees must carry out their duties honestly and responsibly and may not take for themselves personally any opportunity arising from use of the Company's property or information.
- 2.2 Employee must not use company property for personal gain, or profit from an opportunity that may otherwise be available to the Company.
- 2.3 A duty of care is owed to the Company and its shareholders to advance the company's legitimate interests and to not make personal gain and profit as a result of their employment.

### **3. Misconduct**

- 3.1 Employees must refrain from any misconduct relating to alcohol, illegal drugs or other prohibited substances, including legal drugs which may impact the ability to perform duties whilst on Company premises or representing the Company, which could affect personal work performance or safety and well-being of themselves or others:

### **4. Company Assets**

- 4.1 Employees are responsible for maintaining adequate security over the Company's assets, property, resources and information, including being responsible for the proper management of expenditure of the Company's funds.

4.2 The Company's assets must only be used for appropriate business purposes and must not be sold, misused or transferred without correct authorization.

**5. Practice**

5.1 The Company's assets must only be used for appropriate business purposes and must not be sold, misused or transferred without correct authorization.

5.2 Employees should represent the Company fairly and with integrity and should not abuse their position to take unfair advantage of anyone by way of manipulation, concealment or misrepresentation or any other unfair dealing practice.

5.3 Employees should carry out their duties in a transparent manner in good faith and in compliance with the Company's policies and procedures maintaining confidentiality of personal and official information.

**Schedule 4 Financial Controls** [insert controls the company wishes to use]

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## Schedule 5 Expenses policy

### 1. About this policy

- 1.1 This policy deals with claims for reimbursement of expenses, including travel, accommodation and hospitality.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### 2. Reimbursement of expenses

- 2.1 We will reimburse expenses properly incurred in accordance with this policy. Any attempt to claim expenses fraudulently or otherwise in breach of this policy may result in disciplinary action.
- 2.2 Expenses will only be reimbursed if they are:
  - (a) submitted to [the Human Resources Department OR the Accounts Department] on the appropriate claim form;
  - (b) submitted within [[28] days ] of being incurred;
  - (c) supported by relevant documents (for example, VAT receipts, tickets, and credit or debit card slips); and
  - (d) authorised in advance where required.
- 2.3 Claims for authorised expenses submitted in accordance with this policy will be paid [by cheque OR directly into your bank/building society account via payroll].
- 2.4 Any questions about the reimbursement of expenses should be put to [your line manager OR the Human Resources Department OR the Accounts Department] before you incur the relevant costs.

### 3. Travel expenses

- 3.1 We will reimburse the reasonable cost of necessary travel in connection with our business. The most economic means of travel should be chosen if practicable [and you should use existing travelcards or season tickets wherever possible]. The following are not treated as travel in connection with our business:
  - (a) travel between your home and usual place of work;
  - (b) travel which is mainly for your own purposes; and

- (c) travel which, while undertaken on our behalf, is similar or equivalent to travel between your home and your usual place of work.
- 3.2 **Trains.** We will reimburse the cost of standard class travel on submission of a receipt with an expenses claim form.
- 3.3 **Taxis.** We do not expect you to take a taxi when there is public transport available, unless it is cost effective due to a significant saving of journey time or the number of staff travelling together. A receipt should be obtained for submission with an expenses claim form.
- 3.4 **Car.** Where it is cost effective for you to use your car for business travel, and you have been authorised to do so, you can claim a mileage allowance on proof of mileage. Details of the current mileage rates can be obtained from [the Human Resources Department OR the Accounts Department]. You can also claim for any necessary parking costs which must be supported by a receipt or the display ticket.
- 3.5 **Air travel.** If you are required to travel by plane in the course of your duties you should discuss travel arrangements with [your line manager OR the Human Resources Department OR the Accounts Department] in advance.
- 3.6 We will not reimburse penalty fares or fines for parking or driving offences, other than at our discretion in exceptional circumstances.
4. **Accommodation and other overnight expenses**
- 4.1 If you are required to stay away overnight in the course of your duties you should discuss accommodation arrangements with [your line manager OR the Human Resources Department OR the Accounts Department] in advance. Accommodation will usually be subject to an upper limit per night of £[AMOUNT] (London) or £[AMOUNT] (outside London).
- 4.2 We will reimburse your reasonable out-of-pocket expenses for overnight stays provided they are supported by receipts as follows:
- (a) breakfast up to a maximum of £[AMOUNT] a day;
  - (b) lunch and an evening meal [including non-alcoholic drinks] up to £[AMOUNT] a day for lunch, £[AMOUNT] a day for an evening meal or, where both are incurred on the same day, an overall maximum of £[AMOUNT]; and
  - (c) [up to OR a flat rate allowance of] £[AMOUNT] for each night spent away from home for incidental expenses.

**5. Entertaining [clients OR customers]**

5.1 You may entertain actual or prospective [clients OR customers] only where your proposal and an appropriate budget has been agreed [in writing] in advance with your line manager. Receipts must be submitted in full with your expenses claim.

5.2 [You must also ensure that the provision of any such hospitality in the circumstances complies with our Anti-Corruption and Bribery Policy.]

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## Schedule 6 Equality, Diversity and Inclusion Policy

### 1. Equal opportunities statement

1.1 The Company is committed to promoting equal opportunities in employment. You and any job applicants will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (**Protected Characteristics**).

### 2. About this policy

2.1 This policy sets out our approach to equal opportunities and the avoidance of discrimination at work. It applies to all aspects of employment with us, including recruitment, pay and conditions, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment.

2.2 **[POSITION]** is responsible for this policy and any necessary training on equal opportunities.

2.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### 3. Discrimination

3.1 You must not unlawfully discriminate against or harass other people including current and former employees, job applicants, clients, customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts **[or when wearing a work uniform]**), and on work-related trips or events including social events.

3.2 The following forms of discrimination are prohibited under this policy and are unlawful:

(a) **Direct discrimination:** treating someone less favourably because of a Protected Characteristic. For example, rejecting a job applicant because of their religious views or because they might be gay.

(b) **Indirect discrimination:** a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others and is not justified. For example, requiring a job to be done full-time rather than part-time would adversely affect women because they generally have greater childcare commitments than men. Such a requirement would be discriminatory unless it can be justified.

- (c) **Harassment:** this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.
- (d) **Victimisation:** retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.
- (e) **Disability discrimination:** this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

#### **4. Recruitment and selection**

- 4.1 Recruitment, promotion and other selection exercises such as redundancy selection will be conducted on the basis of merit, against objective criteria that avoid discrimination. Shortlisting should be done by more than one person if possible.
- 4.2 Vacancies should generally be advertised to a diverse section of the labour market. Advertisements should avoid stereotyping or using wording that may discourage particular groups from applying. [They should include a short policy statement on equal opportunities and a copy of this policy will be made available on request.]
- 4.3 Job applicants should not be asked questions which might suggest an intention to discriminate on grounds of a Protected Characteristic. For example, applicants should not be asked whether they are pregnant or planning to have children.
- 4.4 Job applicants should not be asked about health or disability before a job offer is made, except in the very limited circumstances allowed by law: for example, to check that the applicant could perform an intrinsic part of the job (taking account of any reasonable adjustments), or to see if any adjustments might be needed at interview because of a disability. Where necessary, job offers can be made conditional on a satisfactory medical check. Health or disability questions may be included in equal opportunities monitoring forms, which must not be used for selection or decision-making purposes.

#### **5. Disabilities**

- 5.1 If you are disabled or become disabled, we encourage you to tell us about your condition so that we can consider what reasonable adjustments or support may be appropriate.

## **6. Part-time and fixed-term work**

- 6.1 Part-time and fixed-term employees should be treated the same as comparable full-time or permanent employees and enjoy no less favourable terms and conditions (on a pro-rata basis where appropriate), unless different treatment is justified.

## **7. Breaches of this policy**

- 7.1 We take a strict approach to breaches of this policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.
- 7.2 If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure or Anti-harassment and Bullying Policy. Complaints will be treated in confidence and investigated as appropriate.
- 7.3 You must not be victimised or retaliated against for complaining about discrimination. However, making a false allegation deliberately and in bad faith will be treated as misconduct and dealt with under our Disciplinary Procedure.

## **Schedule 7 Anti-harassment and bullying policy**

### **1. About this policy**

- 1.1 The Company is committed to providing a working environment free from harassment and bullying and ensuring all staff are treated, and treat others, with dignity and respect.
- 1.2 This policy covers harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions. It covers bullying and harassment by staff (which may include consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to our premises.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. What is harassment?**

- 2.1 Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.
- 2.2 It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.
- 2.3 Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.
- 2.4 Harassment may include, for example:
  - (a) unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
  - (b) unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
  - (c) offensive e-mails, text messages or social media content;
  - (d) mocking, mimicking or belittling a person's disability.

2.5 A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

### **3. What is bullying?**

3.1 Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.

3.2 Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:

- (a) physical or psychological threats;
- (b) overbearing and intimidating levels of supervision;
- (c) inappropriate derogatory remarks about someone's performance;

3.3 Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

### **4. If you are being harassed or bullied**

4.1 If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to **[your line manager OR the Human Resources Department]**, who can provide confidential advice and assistance in resolving the issue formally or informally.

4.2 If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our Grievance Procedure.

4.3 We will investigate complaints in a timely and confidential manner. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. We will consider whether any steps are necessary to manage any ongoing relationship between you and the person accused during the investigation.

4.4 Once the investigation is complete, we will inform you of our decision. If we consider you have been harassed or bullied by an employee, the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. If the harasser or bully is a third party such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem. Whether or not your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.

## **5. Protection and support for those involved**

5.1 Staff who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

## **6. Record-keeping**

6.1 Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. [These will be processed in accordance with our [Privacy Standard **OR** Data Protection Policy].]

## Schedule 8 Anti-corruption and bribery policy

### 1. About this policy

- 1.1 It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.
- 1.2 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Any non-employee who breaches this policy may have their contract terminated with immediate effect.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time. It will be reviewed regularly.

### 2. Who must comply with this policy?

- 2.1 This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

### 3. What is bribery?

- 3.1 **Bribe** means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit.
- 3.2 **Bribery** includes offering, promising, giving, accepting or seeking a bribe.
- 3.3 All forms of bribery are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, raise it with your manager or [POSITION].
- 3.4 Specifically, you must not:
- (a) give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received;
  - (b) accept any offer from a third party that you know or suspect is made with the expectation that we will provide a business advantage for them or anyone else;

- (c) give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure;

(d) [OTHER SPECIFIC PROHIBITIONS RELEVANT TO THE BUSINESS].

- 3.5 You must not threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.

#### **4. Gifts and hospitality**

- 4.1 This policy does not prohibit the giving or accepting of reasonable and appropriate hospitality for legitimate purposes such as building relationships, maintaining our image or reputation, or marketing our products and services.
- 4.2 A gift or hospitality will not be appropriate if it is unduly lavish or extravagant, or could be seen as an inducement or reward for any preferential treatment (for example, during contractual negotiations or a tender process).
- 4.3 Gifts must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. Gifts must not include cash or cash equivalent (such as vouchers), or be given in secret. Gifts must be given in our name, not your name.
- 4.4 Promotional gifts of low value such as branded stationery may be given to or accepted from existing customers, suppliers and business partners.

#### **5. Record-keeping**

- 5.1 You must declare and keep a written record of all hospitality or gifts given or received. You must also submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.
- 5.2 All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

#### **6. How to raise a concern**

- 6.1 If you are offered a bribe, or are asked to make one, or if you suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must [notify your

manager or [POSITION] **OR** report it in accordance with our Whistleblowing Policy] as soon as possible.

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## Schedule 9 Whistleblowing policy

### 1. About this policy

- 1.1 We are committed to conducting our business with honesty and integrity and we expect all staff to maintain high standards. Any suspected wrongdoing should be reported as soon as possible.
- 1.2 This policy covers all employees, officers, consultants, contractors, [volunteers, interns,] casual workers and agency workers.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### 2. What is whistleblowing?

- 2.1 Whistleblowing is the reporting of suspected wrongdoing or dangers in relation to our activities. This includes bribery, facilitation of tax evasion, fraud or other criminal activity, miscarriages of justice, health and safety risks, damage to the environment and any breach of legal or professional obligations. It also includes the following matters specific to this workplace: [ADD ANY OTHER WORKPLACE-SPECIFIC CONCERNS].

### 3. How to raise a concern

- 3.1 We hope that in many cases you will be able to raise any concerns with your manager. However, where you prefer not to raise it with your manager for any reason, you should contact the [Whistleblowing Officer ([NAME])] [or the Managing Director ([NAME])]. Contact details are at the end of this policy.
- 3.2 We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

### 4. Confidentiality

- 4.1 We hope that staff will feel able to voice whistleblowing concerns openly under this policy. Completely anonymous disclosures are difficult to investigate. If you want to raise your concern confidentially, we will make every effort to keep your identity secret and only reveal it where necessary to those involved in investigating your concern.

## 5. External disclosures

- 5.1 The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.
- 5.2 The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. We strongly encourage you to seek advice before reporting a concern to anyone external. Protect operates a confidential helpline. Their contact details are at the end of this policy.

## 6. Protection and support for whistleblowers

- 6.1 We aim to encourage openness and will support whistleblowers who raise genuine concerns under this policy, even if they turn out to be mistaken.
- 6.2 Whistleblowers must not suffer any detrimental treatment as a result of raising a genuine concern. If you believe that you have suffered any such treatment, you should inform [the Whistleblowing Officer **OR** [POSITION]] immediately. [If the matter is not remedied you should raise it formally using our Grievance Procedure.]
- 6.3 You must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct you may be subject to disciplinary action. [In some cases the whistleblower could have a right to sue you personally for compensation in an employment tribunal.]
- 6.4 However, if we conclude that a whistleblower has made false allegations maliciously, the whistleblower may be subject to disciplinary action.
- 6.5 Protect operates a confidential helpline. Their contact details are at the end of this policy.

## 7. Contacts

<b>Whistleblowing Officer</b>	[NAME] [TELEPHONE] [E-MAIL]
<b>[Managing Director [OR OTHER TRUSTED INDIVIDUAL]]</b>	[NAME] [TELEPHONE] [E-MAIL]

<b>Protect</b> (Independent whistleblowing charity)	Helpline: [NUMBER] E-mail: [EMAIL] Website: [WEBSITE]
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## Schedule 10 Holidays policy

### 1. About this policy

- 1.1 This policy sets out our arrangements for staff wishing to take holidays (also known as annual leave).
- 1.2 This policy covers all **employees OR staff** at all levels and grades, including full-time, part-time, permanent and fixed-term employees, managers, directors, trainees, and homeworkers.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time. We may also vary the policy as appropriate in any case.

### 2. Your holiday entitlement

- 2.1 The company's holiday year runs from **[1 January to 31 December OR 1 April to 31 March OR [OTHER]]**. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis **[rounded up to the nearest [whole OR half] day]**.
- 2.2 Unless otherwise set out in your employment contract, you are entitled to **[NUMBER]** days' paid holiday in each holiday year, or the pro rata equivalent if you work part time. **[This includes OR In addition you are entitled to take] [the usual] public holidays [in England and Wales OR Scotland OR Northern Ireland] [or days in lieu where we require staff to work on a public holiday]**.
- 2.3 **[For the avoidance of doubt, the first four weeks of the leave you take in any holiday year shall be deemed to be the leave derived from regulation 13 of the Working Time Regulations 1998 (SI 1998/1833) and the remainder shall be deemed to be derived from regulation 13A of those regulations. Currently, the law states that regulation 13 leave shall be paid at the rate of "normal remuneration" whereas regulation 13A leave may be paid at the rate of your basic salary only. [If your remuneration normally includes variable elements, such as commission or overtime, we will notify you separately whether such payments will be included in your regulation 13 holiday pay. A decision to reflect certain elements of your remuneration in holiday pay on one or more occasions shall not give rise to an expectation on your part that it will be included on future occasions.]]**
- 2.4 Except as set out in this policy, holiday entitlement must be taken during the holiday year in which it accrues. Any holiday not taken by the end of the holiday year will be lost and you will not receive any payment in lieu.

- 2.5 Unused holiday can **only** be carried over to another holiday year:
- (a) in cases involving sickness absence, as set out in paragraph 5;
  - (b) in cases of maternity, paternity, adoption, parental or shared parental leave, as set out in paragraph 6;
  - (c) [in any other case [where [your line manager **OR** the HR Manager] has given permission in writing] limited to no more than [one week] [and to be taken in the first [three months] of the next leave year]; [and]]
  - (d) if otherwise required by law.

### 3. Taking holiday

- 3.1 All holiday must be approved in advance by your line manager. [Please give as much notice as possible of holiday requests **OR** You should normally give at least [four weeks] notice of holiday requests to allow planning of rotas or work schedules where necessary]. You must not make travel bookings until approval has been given.
- 3.2 We may require you to take (or not to take) holiday on particular dates, including when the business is closed, particularly busy, or during your notice period.

### 4. Sickness during periods of holiday

- 4.1 If you are sick or injured during a holiday period and would have been incapable of work, you may choose to treat the period of incapacity as sick leave and reclaim the affected days of holiday.
- 4.2 Employees already on sick leave before a pre-arranged period of holiday may choose to cancel any days of holiday that coincide with the period of incapacity and treat them as sick leave.
- 4.3 [Company sick pay will only be paid for such days if you comply with our Sickness Absence Policy, including notifying your manager immediately of your incapacity and obtaining medical evidence, even if you are abroad.]
- 4.4 Dishonest claims or other abuse of this policy will be treated as misconduct under our disciplinary procedure.

### 5. Long-term sickness absence and holiday entitlement

- 5.1 Holiday entitlement continues to accrue during periods of sick leave.

5.2 If you are on a period of sick leave which spans two holiday years, or if you return to work after sick leave so close to the end of the holiday year that you cannot reasonably take your remaining holiday, you may carry over unused holiday to the following leave year.

5.3 [Carry over under this rule is limited to the four-week minimum holiday entitlement under EU law (which includes bank holidays), less any leave taken during the holiday year that has just ended. If you have taken four weeks' holiday by the end of the holiday year, you will not be allowed to carry anything over under this rule. If you have taken less than four weeks, the remainder may be carried over under this rule. For example, a full time employee who has taken two weeks' holiday plus two bank holidays before starting long-term sick leave can only carry over one week and three days. [This limit does not affect your right to carry over holiday under paragraph 2.5.]]

5.4 Any holiday that is carried over under this rule but is not taken within 18 months of the end of the holiday year in which it accrued will be lost.

5.5 Alternatively, you can choose to take your paid holiday during your sick leave, in which case you will be paid at your normal rate.

## 6. Family leave and holiday entitlement

6.1 Holiday entitlement continues to accrue during periods of maternity, paternity, adoption, parental or shared parental leave (referred to collectively in this policy as family leave).

6.2 If you are planning a period of family leave that is likely to last beyond the end of the holiday year, you should discuss your holiday plans with your manager in good time before starting your family leave. Any holiday entitlement for the year that [is not taken OR cannot reasonably be taken] before starting your family leave can be carried over to the next holiday year.

6.3 For the avoidance of doubt this covers your full holiday entitlement.

6.4 Any holiday carried over should be taken immediately before returning to work [or within three months of returning to work after the family leave].

## 7. Arrangements on termination

7.1 On termination of employment you may be required to use any remaining holiday entitlement during your notice period. Alternatively, you will be paid in lieu of any accrued but untaken holiday entitlement for the current holiday year to date, plus any holiday permitted to be carried over from previous years under this policy or as required

by law. You are entitled to be paid at a rate of 1/260th of your [full-time equivalent] basic salary for each day of untaken entitlement.

7.2 [[If your normal remuneration in the twelve weeks prior to the date on which your employment terminates also includes [SPECIFY ELEMENT OF VARIABLE PAY SUCH AS COMMISSION, OVERTIME, TRAVEL ALLOWANCES, PERFORMANCE BONUS], [this **OR** these] elements will be factored into the calculation of your final holiday payment. For each day of untaken holiday entitlement, you are entitled to be paid at a rate of [1/60th] of your normal remuneration in the last 12 weeks of your employment instead of the rate stated in Paragraph 7.1] [For the avoidance of doubt the variable element of your holiday pay is [£AMOUNT ].] [For the avoidance of doubt, the following elements of pay do not form part of your normal remuneration in the 12 weeks prior to termination, so will not be included in the calculation of your final holiday payment:[SET OUT DETAILS].]

## **Schedule 11 Performance Appraisal**

### **1. About this policy**

- 1.1 This procedure is intended to monitor, review and reward employee performance to help employees to reach their potential and achieve their personal goals, which in turn will assist the Company to achieve its objectives.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time. We may also vary the policy as appropriate in any case.

### **2. Planning**

- 2.1 The planning phases should include the formation of a Personal Development Plan to address the strengths and skills the employee should develop to achieve their goals. This will identify training and development needs and opportunities for employees.
- 2.2 Employees will therefore establish specific, measurable, achievable, relevant and time bound goals within their Personal Development Plan.

### **3. Monitoring and reviewing**

- 3.1 After the probationary period, the employee will be subject to regular performance reviews (monthly, or quarterly) to ensure that the employee is on track with their Personal Development Plan.
- 3.2 Prior to the meetings, the employee completes an Appraisal Preparation Form which will be handed over to their [line manager OR appraiser]. This form should include:
  - (a) What has been accomplished to date
  - (b) How the employee's performance has been to date
  - (c) If the goals are on track for completion
  - (d) If there are any potential issues
  - (e) If any support is needed
  - (f) If any goals need revising
- 3.3 Once the review of the preparation form is complete, the [line manager OR appraiser] will proceed the appraisal review with the employee. This review is a two-way communication exercise to ensure that both the needs of the individual, and of the firm

are being met and that the key objectives set out in the Personal Development Plan are achievable.

#### **4. Consultants**

- 4.1 Consultants will be provided with specific objectives to be delivered how they see fit. Their performance will be monitored based on these objectives.

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## **Schedule 12 Disciplinary and capability procedure**

### **1. About this procedure**

- 1.1 This procedure is intended to help maintain standards of conduct and performance and to ensure fairness and consistency when dealing with allegations of misconduct or poor performance.
- 1.2 Minor conduct or performance issues can usually be resolved informally with your line manager. This procedure sets out formal steps to be taken if the matter is more serious or cannot be resolved informally.
- 1.3 This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.
- 1.4 This procedure does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Investigations**

- 2.1 Before any disciplinary hearing is held, the matter will be investigated. Any meetings and discussions as part of an investigation are solely for the purpose of fact-finding and no disciplinary action will be taken without a disciplinary hearing.
- 2.2 In some cases of alleged misconduct, we may need to suspend you from work while we carry out the investigation or disciplinary procedure (or both). **[While suspended, you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless authorised to do so.]** Suspension is not considered to be disciplinary action.

### **3. The hearing**

- 3.1 We will give you written notice of the hearing, including sufficient information about the alleged misconduct or poor performance and its possible consequences to enable you to prepare. You will normally be given copies of relevant documents and witness statements.
- 3.2 You may be accompanied at the hearing by a trade union representative or a colleague, who will be allowed reasonable paid time off to act as your companion.

3.3 You should let us know as early as possible if there are any relevant witnesses you would like to attend the hearing or any documents or other evidence you wish to be considered.

3.4 We will inform you in writing of our decision, usually within [one week OR [TIME PERIOD]] of the hearing.

#### 4. Disciplinary action and dismissal

4.1 The usual penalties for misconduct or poor performance are:

(a) **Stage 1: First written warning [or improvement note].** Where there are no other active written warnings [or improvement notes] on your disciplinary record, you will usually receive a first written warning [or improvement note]. It will usually remain active for six months.

(b) **Stage 2: Final written warning.** In case of further misconduct or failure to improve where there is an active first written warning [or improvement note] on your record, you will usually receive a final written warning. This may also be used without a first written warning [or improvement note] for serious cases of misconduct or poor performance. The warning will usually remain active for 12 months.

(c) **Stage 3: Dismissal or other action.** You may be dismissed for further misconduct or failure to improve where there is an active final written warning on your record, or for any act of gross misconduct. Examples of gross misconduct are given below (paragraph 6). [You may also be dismissed without a warning for any act of misconduct or unsatisfactory performance during your probationary period.]

We may consider other sanctions short of dismissal, including demotion or redeployment to another role (where permitted by your contract), and/or extension of a final written warning with a further review period.

#### 5. Appeals

5.1 You may appeal in writing within one week of being told of the decision.

5.2 The appeal hearing will, where possible, be held by someone [senior to OR other than] the person who held the original hearing. You may bring a colleague or trade union representative with you to the appeal hearing.

5.3 We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. There is no further right of appeal.

## 6. Gross misconduct

- 6.1 Gross misconduct will usually result in dismissal without warning, with no notice or payment in lieu of notice (summary dismissal).
- 6.2 The following are examples of matters that are normally regarded as gross misconduct:
- (a) theft or fraud;
  - (b) physical violence or bullying;
  - (c) deliberate and serious damage to property;
  - (d) serious misuse of the organisation's property or name;
  - (e) deliberately accessing internet sites containing pornographic, offensive or obscene material;
  - (f) serious insubordination;
  - (g) unlawful discrimination or harassment;
  - (h) bringing the organisation into serious disrepute;
  - (i) serious incapability at work brought on by alcohol or illegal drugs;
  - (j) causing loss, damage or injury through serious negligence;
  - (k) a serious breach of health and safety rules;
  - (l) a serious breach of confidence.

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

## Schedule 13 Grievance procedure

### 1. About this procedure

1.1 Most grievances can be resolved quickly and informally through discussion with your line manager or [POSITION]. If this does not resolve the problem you should initiate the formal procedure set out below.

1.2 This procedure applies to all employees regardless of length of service. [It does not apply to agency workers or self-employed contractors.]

1.3 This procedure does not form part of any employee's contract of employment. It may be amended at any time and we may depart from it depending on the circumstances of any case.

### 2. Step 1: written grievance

2.1 You should put your grievance in writing and submit it to your line manager. If your grievance concerns your line manager you may submit it to [POSITION].

2.2 The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that we can investigate it.

### 3. Step 2: meeting

3.1 We will arrange a grievance meeting, normally within [one week] of receiving your written grievance. You should make every effort to attend.

3.2 You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.

3.3 If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.

3.4 We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.

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

#### 4. Step 3: appeals

- 4.1 If the grievance has not been resolved to your satisfaction you may appeal in writing to [POSITION], stating your full grounds of appeal, within [one week] of the date on which the decision was sent or given to you.
- 4.2 We will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially by a [more senior] manager who has not previously been involved in the case. You will have a right to bring a companion (see paragraph 3.2).
- 4.3 We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.

## **Schedule 14 Sickness absence policy**

### **1. About this policy**

- 1.1 This policy sets out our arrangements for sick pay and for reporting and managing sickness absence.
- 1.2 Abuse of sickness absence, including failing to report absence or falsely claiming sick pay will be treated as misconduct under our Disciplinary Procedure.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Reporting when you are sick**

- 2.1 If you cannot attend work because you are sick or injured you should telephone your manager as early as possible and no later than 30 minutes after the time when you are normally expected to start work.

### **3. Evidence of incapacity**

- 3.1 You must complete a self-certification form for sickness absence of up to seven calendar days.
- 3.2 For absence of more than a week you must obtain a certificate from your doctor stating that you are not fit for work, giving the reason. You must also complete a self-certification form to cover the first seven days. If absence continues beyond the expiry of a certificate, a further certificate must be provided.
- 3.3 If your doctor provides a certificate stating that you "may be fit for work" you must inform your manager immediately. We will hold a discussion with you about how to facilitate your return to work, taking account of your doctor's advice. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date for review.

### **4. Statutory sick pay**

- 4.1 You may be entitled to Statutory Sick Pay (SSP) if you satisfy the relevant statutory requirements. Qualifying days for SSP are **Monday** to **Friday**, or as set out in your employment contract. The rate of SSP is set by the government in April each year. No SSP is payable for the first three consecutive days of absence. It starts on the fourth day of absence and may be payable for up to 28 weeks.

## **5. [Company sick pay – if offered by the Company]**

5.1 [After [[NUMBER] weeks' continuous service **OR** successfully completing your probationary period] you will qualify for Company sick pay provided you comply with this policy and any further requirements set out in your contract. Company sick pay is inclusive of any SSP. [No Company sick pay will be paid for the first three consecutive days of absence.]]

5.2 [Company sick pay is equal to your full basic salary for up to [NUMBER] weeks' absence [followed by half your basic salary for up to a further [NUMBER] weeks' absence in any 12-month period. [When this entitlement is exhausted, you will not qualify for Company sick pay until you have returned to work and worked a total of [NUMBER] weeks.]]

5.3 [Company sick pay is paid at our discretion and we may amend or withdraw the scheme at any time.]

## **6. Return-to-work interviews**

6.1 After a period of sick leave your manager may hold a return-to-work interview with you. The purposes may include:

- (a) ensuring you are fit for work and agreeing any actions necessary to facilitate your return;
- (b) confirming you have submitted the necessary certificates;
- (c) updating you on anything that may have happened during your absence;
- (d) raising any other concerns regarding your absence record or your return to work.

## **7. Managing long-term or persistent absence**

7.1 The following paragraphs set out our procedure for dealing with long-term absence or where your level or frequency of short-term absence has given us cause for concern. The purpose of the procedure is to investigate and discuss the reasons for your absence, whether it is likely to continue or recur, and whether there are any measures that could improve your health and/or attendance. We may decide that medical evidence, or further medical evidence, is required before deciding on a course of action.

7.2 We will notify you in writing of the time, date and place of any meeting, and why it is being held. We will usually give you a week's notice of the meeting.

7.3 Meetings will be conducted by [your line manager] [and will normally be attended by a member of the Human Resources department].

7.4 [You may bring a companion to any meeting or appeal meeting under this procedure. Your companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.]

7.5 If you [or your companion] cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.

7.6 If you have a disability, we will consider whether reasonable adjustments may need to be made to the sickness absence meetings procedure, or to your role or working arrangements.

## **8. Medical examinations**

8.1 We may ask you to consent to a medical examination by a doctor or occupational health professional or other specialist nominated by us (at our expense).

8.2 You will be asked to agree that any medical report produced may be disclosed to us and that we may discuss the contents of the report with the specialist and with our advisers. All medical reports will be kept confidential [and held in accordance with our Data Protection Policy].

## **9. Initial sickness absence meeting**

9.1 The purposes of a sickness absence meeting or meetings will be to discuss the reasons for your absence, how long it is likely to continue, whether it is likely to recur, whether to obtain a medical report, and whether there are any measures that could improve your health and/or attendance.

9.2 In cases of long-term absence, we may seek to agree a return-to-work programme, possibly on a phased basis.

9.3 In cases of short-term, intermittent absence, we may set a target for improved attendance within a certain timescale.

## **10. If matters do not improve**

10.1 If, after a reasonable time, you have not been able to return to work or if your attendance has not improved within the agreed timescale, we will hold a further meeting or meetings. We will seek to establish whether the situation is likely to change, and may

consider redeployment opportunities at that stage. If it is considered unlikely that you will return to work or that your attendance will improve within a short time, we may give you a written warning that you are at risk of dismissal. We may also set a further date for review.

## **11. Final sickness absence meeting**

- 11.1 Where you have been warned that you are at risk of dismissal, and the situation has not changed significantly, we will hold a meeting to consider the possible termination of your employment. Before we make a decision, we will consider any matters you wish to raise and whether there have been any changes since the last meeting.

## **12. Appeals**

- 12.1 You may appeal against the outcome of any stage of this procedure. If you wish to appeal you should set out your appeal in writing to [POSITION], stating your grounds of appeal, within [one week] of the date on which the decision was sent or given to you.
- 12.2 If you are appealing against a decision to dismiss you, we will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially and, where possible, by a more senior manager who has not previously been involved in the case.
- 12.3 We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.
- 12.4 The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.

## Schedule 15 Time off for antenatal appointments policy

### 1. About this policy

- 1.1 This policy outlines the statutory right to take time off to attend antenatal appointments.
- 1.2 This policy applies to employees and agency workers. It does not apply to self-employed contractors.
- 1.3 If you are an agency worker, the rights set out in this policy only apply to you once you have worked in the same role with us for at least 12 continuous weeks (which may include more than one assignment). For these purposes we will ignore any breaks due to holiday or other leave to which you are entitled, [breaks due to workplace closure [at Christmas AND/OR [OTHER TIME OF YEAR]],] breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason. We will treat breaks due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave, as time worked.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### 2. Time off if you are pregnant

- 2.1 If you are pregnant you may take reasonable paid time off during working hours for antenatal appointments. If you are pregnant you may take paid time off during working hours for antenatal appointments. [This may include any relaxation or parenting classes that your doctor, midwife or health visitor has advised you to attend.] You should try to give us as much notice as possible of the appointment. Unless it is your first appointment, we may ask to see a certificate confirming your pregnancy and an appointment card.

### 3. Time off for accompanying a pregnant woman: eligibility

- 3.1 You may take [unpaid] time off to accompany a pregnant woman to an antenatal appointment if you have a "qualifying relationship" with the woman or the child. This means that either:
  - (a) you are the baby's father;
  - (b) you are the pregnant woman's spouse, civil partner or [cohabiting partner OR are living with her in an enduring family relationship and she is not your sister, mother, grandmother, aunt or niece]; [or]

(c) [she has undergone assisted conception and at that time you were her wife or civil partner or gave the required legal notices to be treated in law as the second female parent; or]

(d) you are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.

#### **4. Time off for accompanying a pregnant woman: how to book time off**

4.1 Please give us as much notice of the appointment as possible. You must provide us with a signed statement providing the date and time of the appointment and confirming:

- (a) that you meet one of the eligibility criteria in paragraph 3;
- (b) that the purpose of the time off is to accompany the pregnant woman to an antenatal appointment; and
- (c) that the appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse.

#### **5. Time off for accompanying a pregnant woman: amount of time off**

5.1 You may take time off to accompany a pregnant woman to up to [two OR [NUMBER]] antenatal appointments in relation to each pregnancy.

5.2 You must not take more than six and a half hours off for each appointment, including travel and waiting time.

5.3 Time off to attend these appointments is unpaid OR We will pay for up to [NUMBER] hours' absence on no more than [NUMBER] occasions in relation to each pregnancy.

5.4 Further time off for antenatal appointments is in our absolute discretion OR If you wish to take time off to attend further antenatal appointments you should request annual leave.

## **Schedule 16 Time off for adoption appointments policy**

### **1. About this policy**

- 1.1 This policy outlines the statutory right to take time off to attend adoption appointments.
- 1.2 This policy applies to employees and agency workers. It does not apply to self-employed contractors.
- 1.3 If you are an agency worker, the rights set out in this policy only apply to you once you have worked in the same role with us for at least 12 continuous weeks (which may include more than one assignment). For these purposes we will ignore any breaks due to holiday or other leave to which you are entitled, [breaks due to workplace closure [at Christmas AND/OR [OTHER TIME OF YEAR]],] breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason. We will treat breaks due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave, as time worked.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Time off for an adoption appointment**

- 2.1 An adoption appointment is an appointment arranged by an adoption agency (or at the agency's request) for you to have contact with a child who is to be placed with you for adoption, or for any other purpose related to the adoption.
- 2.2 You may take time off to attend an adoption appointment once the agency has notified you that a child is to be placed with you for adoption but before the child is actually placed with you.

### **3. If you are adopting a child with another person**

- 3.1 Where you and your partner are adopting a child, you must decide between you who will be treated as the primary adopter and who will be treated as the secondary adopter for the purposes of time off. You must tell us your decision the first time you request time off for an adoption appointment. This will affect how much time you can take off [and whether it is paid].

3.2 You would usually choose to be the primary adopter if you intend to take adoption leave when the child is placed with you. You would not be able to take paternity leave if you have elected to be the primary adopter.

3.3 You would usually choose to be the secondary adopter if you intend to take paternity leave when the child is placed with you, although you may be able to take adoption leave if your partner is not taking it.

#### **4. If you are adopting a child alone**

4.1 If you are adopting a child alone, you are treated as the primary adopter.

#### **5. If you are adopting more than one child**

5.1 If the agency is placing more than one child with you as part of the same arrangement, this is treated as one adoption and will not increase the number of appointments you can take time off to attend. Any time off under this policy must be taken before the first child is placed with you.

#### **6. Amount of time off**

6.1 If you are adopting on your own or have elected to be the primary adopter, you may take paid time off to attend an adoption appointment on up to five occasions in relation to any particular adoption.

6.2 If you are the secondary adopter, you may take [unpaid OR paid] time off to attend an adoption appointment on up to two occasions only.

6.3 You must not take more than six and a half hours off for each appointment, including travel and waiting time.

#### **7. How to book time off**

7.1 Please give us as much notice of the appointment as possible. You must provide your manager with a signed statement or an email confirming:

(a) The date and time of the appointment.

(b) That the appointment has been arranged or requested by the adoption agency.

(c) [Whether you are adopting a child alone or jointly with another person.]

(d) [If you are adopting with another person, whether you are electing to take paid or unpaid time off.]

7.2 If you are an agency worker you may have to notify your agency as well. You should check with the agency.

7.3 [We may sometimes ask you to try and rearrange an appointment where it is reasonable to do so. In exceptional circumstances we reserve the right to refuse a request for a particular appointment but we will not do so without good reason.]

draft

## Schedule 17 Maternity policy

### 1. About this policy

- 1.1 This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth and sets out the arrangements for pregnancy-related sickness, health and safety, and maternity leave.
- 1.2 Arrangements for time off for antenatal care and to accompany a pregnant woman to antenatal appointments are set out in our Time off for Antenatal Appointments Policy.
- 1.3 In some cases you and your spouse or partner may be eligible to opt into the shared parental leave (**SPL**) scheme which gives you more flexibility to share the leave and pay available in the first year. You will need to give us at least eight weeks notice to opt into SPL, and you must remain on maternity leave until at least two weeks after birth. For information about SPL, see our Shared Parental Leave (Birth) Policy.
- 1.4 This policy only applies to employees and does not apply to agency workers or self-employed contractors. This policy does not form part of any employee's contract of employment and we may amend it at any time.

### 2. Entitlement to maternity leave

- 2.1 All employees are entitled to up to 52 weeks' maternity leave, consisting of 26 weeks' ordinary maternity leave (**OML**) and 26 weeks' additional maternity leave (**AML**).

### 3. Notification

- 3.1 Please inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations.
- 3.2 Before the end of the fifteenth week before the week that you expect to give birth (**Qualifying Week**), or as soon as reasonably practical afterwards, you must tell us:
  - (a) the week in which your doctor or midwife expects you to give birth (**Expected Week of Childbirth**); and
  - (b) the date on which you would like to start your maternity leave (**Intended Start Date**).
- 3.3 We will write to you within 28 days to tell you the date we will expect you to return to work if you take your full maternity leave entitlement (**Expected Return Date**).

3.4 Once you receive a certificate from a doctor or midwife confirming your Expected Week of Childbirth (MATB1), you must provide us with a copy.

#### **4. Starting maternity leave**

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

4.2 If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new start date if you are bringing the date forward). We will then write to you within 28 days to tell you your new expected return date.

4.3 Your maternity leave should normally start on the Intended Start Date. However, it may start earlier if you give birth before your Intended Start Date, or if you are absent for a pregnancy-related reason in the last four weeks before your Expected Week of Childbirth. In either of those cases, maternity leave will start on the following day.

4.4 Shortly before your maternity leave is due to start we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. [Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.]

4.5 The law says that we cannot allow you to work during the two weeks following childbirth.

#### **5. Maternity pay**

5.1 Statutory maternity pay (**SMP**) is payable for up to 39 weeks provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. The first six weeks SMP are paid at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year.

5.2 [You will qualify for company maternity pay if you have been continuously employed during the [12] month period ending with the Qualifying Week [and have not received any company maternity pay, adoption pay or shared parental pay from our employment during the [12] month period ending with the Qualifying Week]. This is paid at the rate of your normal basic salary during maternity leave and includes any SMP that may be due for that period.]

5.3 [Payment of company maternity pay is conditional on you confirming in writing, prior to starting maternity leave, that you intend to return to work for at least [six] months. If you later decide not to return to work for this minimum period, you must repay any company maternity pay (but not SMP).]

## 6. During maternity leave

6.1 With the exception of terms relating to pay, your terms and conditions of employment remain in force during OML and AML.

6.2 Holiday entitlement will continue to accrue during maternity leave. If your maternity leave will continue into the next holiday year, any holiday entitlement that [is not taken **OR** cannot reasonably be taken] before starting your maternity leave can be carried over [and must be taken [immediately before returning to work **OR** within three months of returning to work] unless your manager agrees otherwise]. [You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your manager's discretion.] Please discuss your holiday plans with your manager in good time before starting your maternity leave. All holiday dates are subject to approval by your manager.

6.3 If you are a member of the pension scheme, we shall make employer pension contributions during OML and any period of paid AML, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any maternity pay you are receiving, unless you inform [the Human Resources Department **OR** the Pensions Administrator] that you wish to make up any shortfall.

## 7. Keeping in touch

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

7.2 You may work (including attending training) on up to ten "keeping-in-touch" days during your maternity leave. This is not compulsory and must be discussed and agreed with [your line manager **OR** the Human Resources Department].

7.3 You will be paid at your normal basic rate of pay for time spent working on a keeping-in-touch day and this will be inclusive of any maternity pay entitlement. [Alternatively, you may agree with [your line manager **OR** the Human Resources Department] to receive the equivalent paid time off in lieu.]

## **8. Returning to work**

- 8.1 You must return to work on the Expected Return Date unless you tell us otherwise. If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the Expected Return Date if you request annual leave or parental leave, which will be at our discretion.
- 8.2 You are normally entitled to return to work in the position you held before starting maternity leave, and on the same terms of employment. However, if you have taken AML and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.
- 8.3 If you want to change your hours or other working arrangements on return from maternity leave you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 8.4 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

## Schedule 18 Adoption policy

### 1. About this policy

- 1.1 This policy sets out the arrangements for adoption leave and pay for employees who are adopting a child through a UK adoption agency. [If you are adopting through an overseas adoption agency [Human Resources OR [POSITION]] will advise you of the relevant requirements.]
- 1.2 Arrangements for time off for adoption appointments are set out in our Time off for Adoption Appointments Policy.
- 1.3 In some cases you and your spouse or partner may be eligible to opt into the shared parental leave (**SPL**) scheme which gives you more flexibility to share the leave and pay available in the first year. You will need to give us at least eight weeks notice to opt into SPL, and one of you must take at least two weeks' adoption leave. For information about SPL, see our Shared Parental Leave (Adoption) Policy.
- 1.4 This policy only applies to employees and does not apply to agency workers or self-employed contractors. It does not form part of any employee's contract of employment and we may amend it at any time.

### 2. Entitlement to adoption leave

- 2.1 You are entitled to adoption leave if you meet all the following conditions:
- (a) You are adopting a child through a UK or overseas adoption agency.
  - (b) The adoption agency has given you written notice that it has matched you with a child for adoption and tells you the date the child is expected to be placed into your care with a view to adoption (**Expected Placement Date**).
  - (c) You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
  - (d) Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).
- 2.2 The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave (**OAL**) and 26 weeks' Additional Adoption Leave (**AAL**).

### 3. Notification requirements

- 3.1 Not more than seven days after the agency notifies you in writing that it has matched you with a child (or where that is not reasonably practicable, as soon as reasonably practicable), you must give us notice in writing of the Expected Placement Date, and your intended start date for adoption leave (**Intended Start Date**).
- 3.2 We will then write to you within 28 days to inform you of your expected return date assuming you take your full entitlement to adoption leave.
- 3.3 Once you receive the matching certificate issued by the adoption agency, you must provide us with a copy.

### 4. Starting adoption leave

- 4.1 OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.
- 4.2 If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new start date if you are bringing the date forward). We will then write to you within 28 days to tell you your new expected return date.

### 5. Adoption pay

- 5.1 Statutory adoption pay (**SAP**) is payable for up to 39 weeks provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. The first six weeks SAP are paid at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year. For further information please speak to **[your manager OR Human Resources]**.
- 5.2 **[You will qualify for company adoption pay if you have been continuously employed during the [12] month period ending with the Qualifying Week [and have not received any company paternity pay, maternity pay, adoption pay or shared parental pay from our employment during the [12] month period ending with the Qualifying Week]. This is paid at the rate of your normal basic salary during adoption leave and includes any SAP that may be due for that period]**
- 5.3 **[In order to receive company adoption pay you must first confirm in writing that you intend to return to work for at least [six] months after your adoption leave (and any**

shared parental leave in respect of the same child), and that you agree to repay any company adoption pay (but not SAP) if you later decide not to work this minimum period.]

## 6. During adoption leave

- 6.1 All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay.
- 6.2 Holiday entitlement will continue to accrue at the rate provided under your contract. If your adoption leave will continue into the next holiday year, any holiday entitlement that [is not taken OR cannot reasonably be taken] before starting your adoption leave can be carried over [and must be taken [immediately before returning to work OR within three months of returning to work] unless your manager agrees otherwise]. [You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your manager's discretion.] Please discuss your holiday plans with your manager in good time before starting your adoption leave. All holiday dates are subject to approval by your manager.
- 6.3 If you are a member of the pension scheme, we shall make employer pension contributions during OAL and any further period of paid adoption leave based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any adoption pay you are receiving, unless you inform [Human Resources OR the Pensions Administrator] that you wish to make up any shortfall.

## 7. Keeping in touch

- 7.1 We may make reasonable contact with you from time to time during your adoption leave although we will keep this to a minimum. [This may include contacting you to discuss arrangements for your return to work.]
- 7.2 You may work (including attending training) on up to ten "keeping-in-touch" days during your adoption leave. This is not compulsory and must be discussed and agreed with [your line manager OR Human Resources].
- 7.3 You will be paid at your normal basic rate of pay for time spent working on a keeping-in-touch day and this will be inclusive of any adoption pay entitlement. [Alternatively, you may agree with [your line manager OR Human Resources] to receive the equivalent paid time off in lieu.]

## **8. Returning to work**

- 8.1 You must return to work on the expected return date unless you tell us otherwise. If you wish to return to work early, you must give us at least eight weeks' notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the expected return date if you request annual leave or parental leave, which will be at our discretion.
- 8.2 You are normally entitled to return to work in the position you held before starting adoption leave, on the same terms of employment. However, if you have taken AAL and it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.
- 8.3 If you want to change your hours or other working arrangements on return from adoption leave you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 8.4 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

## Schedule 19 Paternity policy

### 1. About this policy

- 1.1 This policy outlines when an employee may be entitled to paternity leave and paternity pay, and sets out the arrangements for taking it.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.
- 1.3 [You may be entitled to time off to accompany your partner to antenatal appointments or to attend adoption appointments. For more information see the Time Off For Antenatal Appointments Policy or the Time Off For Adoption Appointments Policy.]
- 1.4 [In some cases you and your partner may be eligible to opt into the shared parental leave (SPL) scheme which gives you more flexibility to share the leave and pay available in the first year. This applies where the Expected Week of Childbirth (EWC) starts on or after 5 April 2015, or if a child is placed with you for adoption on or after that date. This does not affect your right to take two weeks' paternity leave around the time of birth or placement. For information about SPL, see our Shared Parental Leave (Birth) and Shared Parental Leave (Adoption) Policies. ]

### 2. Entitlement to paternity leave

- 2.1 Paternity leave is available on the birth of a child if [you have been continuously employed by us for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth and] either:
  - (a) you are the biological father and will have some responsibility for the child's upbringing; or
  - (b) you are the partner (that is, spouse, civil partner or cohabiting partner) of the mother, and will have the main responsibility (with the mother) for the child's upbringing; or
  - (c) the child is born to a surrogate mother where you are, or your partner is, one of the child's biological parents, and you expect to obtain a parental order giving you and your partner legal responsibility for the child.
- 2.2 Paternity leave is available where a child is placed with you for adoption by an adoption agency [, if you have been continuously employed by us for at least 26 weeks ending with the week in which the agency notifies you that you have been matched with a child].

- 2.3 [In adoption or surrogacy cases you may be entitled to take adoption leave instead (see our Adoption Policy). However, adoption leave may only be taken by one parent. Paternity leave is available to the other parent (of either sex).]

### 3. Taking paternity leave

- 3.1 Paternity leave is a period of one or two weeks' consecutive leave taken when a child is born or placed with you for adoption. You can start your leave on the date of birth or placement, or later, provided it is taken within eight weeks (56 days) of the birth or placement. (If the baby is premature the period ends eight weeks after the start of the Expected Week of Childbirth.)
- 3.2 To take paternity leave you must give us written notice by the end of the 15th week before the Expected Week of Childbirth (or no more than seven days after the adoption agency notified you of being matched with a child), or as soon as you reasonably can, stating:
- (a) the Expected Week of Childbirth;
  - (b) whether you intend to take one week or two weeks' leave; and
  - (c) when you would like your leave to start.
- 3.3 You can change the intended start date by giving us 28 days' notice or, if this is not possible, as much notice as you can.

### 4. Paternity pay

- 4.1 Statutory paternity pay (**SPP**) is payable during paternity leave provided you have at least 26 weeks' continuous employment ending with the **Qualifying Week** (the 15th week before the Expected Week of Childbirth or the week in which the adoption agency notified you of a match) and your average earnings are not less than the lower earnings limit set by the government each tax year. The rate of SPP is set by the government each tax year.
- 4.2 [You will qualify for company paternity pay if you have been continuously employed during the [12] month period ending with the Qualifying Week [and have not received any company paternity pay, maternity pay, adoption pay or shared parental pay from our employment during the [12] month period ending with the Qualifying Week]. This is paid at the rate of your normal basic salary during paternal leave and includes any SPP that may be due for that period.]

4.3 [In order to receive company paternity pay you must first confirm in writing that you intend to return to work for at least [six] months after your paternity leave (and any shared parental leave in respect of the same child), and that you agree to repay any company paternity pay (but not SPP) if you later decide not to work this minimum period.]

## 5. During paternity leave

5.1 All the usual terms and conditions of your employment remain in force during paternity leave, except for the terms relating to pay.

5.2 Holiday entitlement will continue to accrue during paternity leave. If your paternity leave continues into the next holiday year, any remaining holiday that [is not taken **OR** cannot reasonably be taken] before your paternity leave can be carried over to the next holiday year [and must be taken [immediately before returning to work **OR** within three months of returning to work] unless your manager agrees otherwise]. [You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your manager's discretion.]

5.3 If you are a member of our pension scheme, we will make employer pension contributions during paternity leave, based on your normal salary, in accordance with the scheme rules. Any employee contributions you make will be based on the amount of any paternity pay you are receiving, unless you inform [Human Resources **OR** the Pensions Administrator] that you wish to make up any shortfall.

## Schedule 20 Shared parental leave (birth) policy

### 1. About this policy

- 1.1 This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child. If you are adopting a child please see the Shared Parental Leave (Adoption) Policy instead.
- 1.2 This policy applies to employees. It does not apply to agency workers or self-employed contractors.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### 2. Frequently used terms

- 2.1 The definitions in this paragraph apply in this policy.

**Expected week of childbirth (EWC):** the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.

**Parent:** One of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father).

**Partner:** your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

**Qualifying Week:** the fifteenth week before the EWC.

### 3. What is shared parental leave?

- 3.1 Shared parental leave (**SPL**) is a form of leave that may be available if your child is expected to be born on or after 5 April 2015.
- 3.2 It gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

## 4. Entitlement to SPL

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

- (a) you are the child's mother, and share the main responsibility for the care of the child with the child's father or with your partner;
- (b) you are the child's father and share the main responsibility for the care of the child with the child's mother; or
- (c) you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

4.2 The following conditions must also be fulfilled:

- (a) you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
- (b) the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
- (c) you and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.

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

4.4 If you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth **[or four weeks for factory workers]**.

4.5 If you are the child's father or the mother's partner, you should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

## 5. Opting in to shared parental leave and pay

5.1 Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving:

- (a) your name and the name of the other parent;
- (b) if you are the child's mother, the start and end dates of your maternity leave;
- (c) if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
- (d) the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
- (e) how many weeks of the available SPL will be allocated to you and how many to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);
- (g) how many weeks of available ShPP will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see paragraph 9 and paragraph 10 for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- (i) declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and ShPP.

## 6. Ending your maternity leave

- 6.1 If you are the child's mother and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your maternity leave (a **curtailment notice**) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least two weeks after birth.
- 6.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph 5) or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

- 6.3 The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.
- 6.4 The curtailment notice is binding and cannot usually be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:
- (a) if you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
  - (b) if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or
  - (c) if the other parent has died.
- 6.5 Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme, unless paragraph [Schedule 206.4\(b\)](#) applies.

## 7. Ending your partner's maternity leave or pay

- 7.1 If you are not the mother, but the mother is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once she has either:
- (a) returned to work;
  - (b) given her employer a curtailment notice to end her maternity leave;
  - (c) given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
  - (d) given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

## 8. [Evidence of entitlement]

### 8.1 [You must also provide on request:

- (a) [A copy of the birth certificate (or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); and ]
- (b) [The name and address of the other parent's employer (or a declaration that they have no employer).]

## **9. Booking your SPL dates**

- 9.1 Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.
- 9.2 The period of leave notice can either give the dates you want to take leave or, if the child has not been born yet, it can state the number of days after birth that you want the leave to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of birth and wish to take SPL straight afterwards.
- 9.3 Leave must be taken in blocks of at least one week.
- 9.4 If your period of leave notice gives a single continuous block of SPL you will be entitled to take the leave set out in the notice.
- 9.5 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in paragraph 10, below.
- 9.6 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see paragraph 11) . **[In exceptional circumstances we may allow you to give more than three period of leave notices but there is no obligation for us to do so.]**

## **10. Procedure for requesting split periods of SPL**

- 10.1 In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.
- 10.2 If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:

- (a) choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
- (b) withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case the notice will not be counted and you may submit a new one if you choose).

## **11. Changing the dates or cancelling your SPL**

- 11.1 You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.
- 11.2 You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.
- 11.3 You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier.
- 11.4 You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required.
- 11.5 You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out in paragraph 10.
- 11.6 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:
  - (a) it is a result of your child being born earlier or later than the EWC;
  - (b) you are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period under paragraph 10.2.
  - (c) it is at our request; or
  - (d) we agree otherwise.

## 12. Premature birth

- 12.1 Where the child is born early (before the beginning of the EWC), you may be able to start SPL in the eight weeks following birth even though you cannot give eight weeks notice. The following rules apply:
- (a) If you have given a period of leave notice to start SPL on a set date in the eight weeks following the EWC, but your child is born early, you can move the SPL start date forward by the same number of days, provided you notify us in writing of the change as soon as you can. (If your period of leave notice already contained a start date which was a set number of days after birth, rather than a set date, then no notice of change is necessary.)
  - (b) If your child is born more than eight weeks early and you want to take SPL in the eight weeks following birth, please submit your opt-in notice and your period of leave notice as soon as you can.

## 13. Shared parental pay

- 13.1 You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SMP or MA claimed by you or your partner) if you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid by employers at a rate set by the government each year.
- 13.2 You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.
- 13.3 [You will qualify for company shared parental pay if you have been continuously employed during the [12] month period ending with the Qualifying Week [and have not received any company paternity pay, maternity pay, adoption pay or shared parental pay from our employment during the [12] month period ending with the Qualifying Week]..]
- 13.4 [Company shared parental pay is paid at the full rate of your normal basic salary for the first [[NUMBER] weeks OR months] [and at half basic salary for the next [[NUMBER] weeks OR months]]. Any period of company maternity or paternity pay for the same child will count towards your company shared parental pay entitlement.]
- 13.5 [Company shared parental pay is only paid if you are receiving ShPP for the same period, and includes the ShPP due.]

13.6 [Payment of company shared parental pay is conditional upon you confirming in writing, before starting SPL, that you intend to return to work for at least [six] months after the end your SPL. If you later decide not to return to work for this minimum period, you must repay any company shared parental pay (but not ShPP).]

#### 14. Other terms during shared parental leave

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

14.2 Holiday entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that [is not taken OR cannot reasonably be taken] before starting your leave can be carried over [and must be taken immediately before returning to work OR within three months of returning to work] unless your manager agrees otherwise]. [You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your manager's discretion]. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.

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

#### 15. Keeping in touch

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

15.2 You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with [your line manager OR the Human Resources Department].

15.3 You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement. [Alternatively, you may agree with [your line manager OR the Human Resources Department] to receive the equivalent paid time off in lieu.]

## 16. Returning to work

- 16.1 If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If have already given us three period of leave notices you will not be able to end your SPL early without our agreement.
- 16.2 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written period of leave notice at least eight weeks before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of the business.
- 16.3 You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:
- (a) if your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
  - (b) if you took SPL consecutively with more than four weeks of ordinary parental leave.
- 16.4 If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 16.5 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract. [This will have an impact on your entitlement to company shared parental pay (see paragraph 13).]

## Schedule 21 Shared parental leave (adoption) policy

### 1. About this policy

- 1.1 This policy outlines the arrangements for shared parental leave and pay in relation to the adoption of a child. If you or your partner are pregnant or have given birth please see the Shared Parental Leave (Birth) Policy instead.
- 1.2 This policy applies to employees. It does not apply to agency workers or self-employed contractors.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### 2. Frequently used terms

- 2.1 The definitions in this paragraph apply in this policy.

**Partner:** your spouse, civil partner or someone living with you in an enduring family relationship at the time the child is placed for adoption, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

**Qualifying Week:** the week the adoption agency notifies you that you have been matched with a child for adoption.

### 3. What is shared parental leave?

- 3.1 Shared parental leave (**SPL**) is a form of leave that may be available where a child is placed with you and/or your partner for adoption on or after 5 April 2015.
- 3.2 It gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

### 4. Entitlement

- 4.1 You may be entitled to SPL if an adoption agency has placed a child with you and/or your partner for adoption, or where a child is placed with you and/or your partner as foster parents under a "fostering for adoption" or "concurrent planning" scheme. You must intend to share the main responsibility for the care of the child with your partner.

4.2 The following conditions must be fulfilled:

- (a) you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
- (b) your partner must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the Qualifying Week and had average weekly earnings of at least £30 during 13 of those weeks; and
- (c) you and your partner must give the necessary statutory notices and declarations as summarised below, including notice to end adoption leave or statutory adoption pay (**SAP**).

4.3 Either you or your partner must qualify for statutory adoption leave and/or SAP and must take at least two weeks of adoption leave and/or pay.

4.4 If your partner is taking adoption leave and/or claiming SAP, you may be entitled to two weeks' paternity leave and pay (see our Paternity Leave Policy). You should consider using this before taking SPL. Paternity leave is additional to any SPL entitlement you may have, but you will lose any untaken paternity leave entitlement once you start a period of SPL.

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

## 5. **Opting in to shared parental leave and pay**

5.1 Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice which includes:

- (a) your name and your partner's name;
- (b) if you are taking adoption leave, your adoption leave start and end dates;
- (c) if you are not taking adoption leave, your partner's adoption leave start and end dates, or if your partner is not entitled to adoption leave, the start and end dates of their SAP;
- (d) the total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your partner;
- (e) how many weeks of the available SPL will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);

- (f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken);
- (g) how many weeks of the available ShPP will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see paragraph 9 and paragraph 10 for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- (i) declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

## **6. Ending your adoption leave**

- 6.1 If you are taking or intend to take adoption leave and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your adoption leave (a curtailment notice). The notice must state the date your adoption leave will end. You can give the notice before or after adoption leave starts, but you must take at least two weeks' adoption leave.
- 6.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph 5) or a written declaration that your partner has given their employer an opt-in notice and that you have given the necessary declarations in that notice.
- 6.3 If your partner is eligible to take SPL from their employer they cannot start it until you have given us your curtailment notice.
- 6.4 The curtailment notice is binding on you and cannot usually be revoked. You can only revoke a curtailment notice if your adoption leave has not yet ended and one of the following applies:
  - (a) if you realise that neither you nor your partner are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
  - (b) if your partner has died.

6.5 Once you have revoked a curtailment notice you will be unable to opt back in to the SPL scheme.

## **7. Ending your partner's adoption leave or pay**

7.1 If your partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once your partner has either:

- (a) returned to work;
- (b) given their employer a curtailment notice to end adoption leave; or
- (c) given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave).

## **8. [Evidence of entitlement]**

8.1 [You must provide on request:

- (a) [One or more documents from the adoption agency showing the agency's name and address and the expected placement date; and ]
- (b) [The name and address of your partner's employer (or a declaration that they have no employer).]

## **9. Booking your SPL dates**

9.1 Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.

9.2 The period of leave notice can either give the dates you want to take SPL or, if the child has not been placed with you yet, it can state the number of days after the placement that you want the SPL to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of placement and wish to take SPL straight afterwards.

9.3 Leave must be taken in blocks of at least one week.

9.4 If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.

9.5 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in paragraph 10, below.

9.6 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see paragraph 11). **[In exceptional circumstances we may allow you to give more than three period of leave notices but there is no obligation for us to do so.]**

## **10. Procedure for requesting split periods of SPL**

10.1 In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

10.2 If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:

- (a) choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
- (b) withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

## **11. Changing the dates or cancelling your SPL**

11.1 You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.

11.2 You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.

11.3 You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier.

- 11.4 You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required.
- 11.5 You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out in paragraph 10.
- 11.6 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:
- (a) the variation is a result of the child being placed with you earlier or later than the expected placement date;
  - (b) you are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period under paragraph 10.2.
  - (c) the variation is at our request; or
  - (d) we agree otherwise.

## 12. Shared parental pay

- 12.1 You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SAP claimed by you or your partner) provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.
- 12.2 You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.
- 12.3 [You will qualify for company shared parental pay if you have been continuously employed during the [12] month period ending with the Qualifying Week [and have not received any company paternity pay, maternity pay, adoption pay or shared parental pay from our employment during the [12] month period ending with the Qualifying Week].]
- 12.4 [Company shared parental pay is paid at the full rate of your normal basic salary for the first [[NUMBER] weeks OR months] [and at half basic salary for the next [[NUMBER]

weeks **OR** months]]. Any period of company maternity or paternity pay for the same child will count towards your company shared parental pay entitlement.]

12.5 [Company shared parental pay is only paid if you are receiving ShPP for the same period, and includes the ShPP due.]

12.6 [Payment of company shared parental pay is conditional upon you confirming in writing, before starting SPL, that you intend to return to work for at least [six] months after the end your SPL. If you later decide not to return to work for this minimum period, you must repay any company shared parental pay (but not ShPP).]

### 13. Other terms during shared parental leave

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

13.2 Holiday entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that [is not taken **OR** cannot reasonably be taken] before starting your leave can be carried over [and must be taken immediately before returning to work **OR** within three months of returning to work] unless your manager agrees otherwise. [You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your manager's discretion]. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.

13.3 If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform [the Human Resources Department **OR** the Pensions Administrator] that you wish to make up any shortfall.

### 14. Keeping in touch

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

14.2 You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may

have taken during adoption leave. KIT days are not compulsory and must be discussed and agreed with [your line manager OR the Human Resources Department].

- 14.3 You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement. [Alternatively, you may agree with [your line manager OR the Human Resources Department] to receive the equivalent paid time off in lieu.]

## 15. Returning to work

- 15.1 If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If you have already given us three period of leave notices you will not be able to end your SPL early without our agreement.
- 15.2 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written notice at least eight weeks before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of our business.
- 15.3 You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:
- (a) if your SPL and any adoption or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
  - (b) if you took SPL consecutively with more than four weeks of ordinary parental leave.
- 15.4 If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 15.5 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract. [This may have an impact on your entitlement to company shared parental pay.]

## **Schedule 22 Parental leave policy**

### **1. About this policy**

- 1.1 This policy summarises the statutory right of employees with at least one year's continuous service to take up to 18 weeks' unpaid parental leave in respect of each child.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Entitlement to parental leave**

- 2.1 To be eligible for parental leave, you must:
  - (a) have at least one year's continuous employment with us;
  - (b) have or expect to have responsibility for a child; and
  - (c) be taking the leave to spend time with or otherwise care for the child.
- 2.2 You have responsibility for a child if you are the biological or adoptive parent or have legal parental responsibility in some other way, for example under a court order.
- 2.3 Eligible employees are entitled to take up to 18 weeks' parental leave in relation to each child.
- 2.4 You must tell us of any parental leave you have taken while working for another employer as this counts towards your 18-week entitlement.

### **3. Taking parental leave**

- 3.1 In most cases, parental leave can only be taken in blocks of a week or a whole number of weeks, and you may not take more than four weeks' parental leave a year in relation to each child. Parental leave can be taken up to the child's 18th birthday.
- 3.2 Special rules apply where your child is disabled, which for these purposes means entitled to a disability living allowance, armed forces independence allowance or personal independence payment. You can take parental leave in respect of that child in blocks of less than one week. However, there is still a limit of 4 weeks a year for each child and 18 weeks in total for each child.

#### **4. Notification requirements**

- 4.1 You must notify **[your line manager OR Human Resources]** of your intention to take parental leave at least 21 days in advance. It would be helpful if you can give this notice in writing. Your notification should include the start and end dates of the requested period of leave.
- 4.2 If you wish to start parental leave immediately on the birth of a child, you must give notice at least 21 days before the expected week of childbirth.
- 4.3 If you wish to start parental leave immediately on having a child placed with you for adoption, you should give notice at least 21 days before the expected week of placement, or if this is not possible, give as much notice as you can.

#### **5. Evidence of entitlement**

- 5.1 We may ask to see evidence of:
  - (a) your responsibility or expected responsibility for the child such as birth certificate, adoption or matching certificate, parental responsibility agreement or court order.
  - (b) the child's date of birth or date of adoption placement.

#### **6. Our right to postpone parental leave**

- 6.1 Although we will try to accommodate your request for parental leave, we may postpone your requested leave where it would unduly disrupt our business (for example, if it would leave us short-staffed or unable to complete work on time).
- 6.2 We will discuss alternative dates with you, and notify you in writing of the reason for postponement and the new start and end dates, within seven days of receiving your request for parental leave.
- 6.3 We cannot postpone parental leave if you have requested it to start immediately on the birth or adoption of a child.
- 6.4 We cannot postpone parental leave for more than six months, or beyond the child's 18th birthday (if sooner).

**7. Terms and conditions during parental leave**

- 7.1 Parental leave is unpaid. [You will not be entitled to employer pension contributions in respect of the period of leave.]
- 7.2 Your employment contract will remain in force, and holiday entitlement will continue to accrue. You will remain bound by your duties of good faith and confidentiality, and any contractual restrictions on accepting gifts and benefits, or working for another business.

draft

## Schedule 23 Time off for dependants policy

### 1. About this policy

- 1.1 The law recognises that there may be occasions when you need to take time off work to deal with unexpected events involving one of your dependants.
- 1.2 This time off for dependants policy gives all employees the right to take a reasonable amount of [unpaid] time off work to deal with certain situations affecting their dependants.
- 1.3 No-one who takes time off in accordance with this policy will be subjected to any detriment.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### 2. Reasonable unpaid time off

- 2.1 You have a right to take a reasonable amount of [unpaid] time off work when it is necessary to:
  - (a) provide assistance when a dependant falls ill, gives birth, is injured or assaulted;
  - (b) make longer-term care arrangements for a dependant who is ill or injured;
  - (c) take action required in consequence of the death of a dependant;
  - (d) deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant (such as a child-minder falling ill); and/or
  - (e) deal with an unexpected incident involving your child while a school or another educational establishment is responsible for them.
- 2.2 A **dependant** for the purposes of this policy is:
  - (a) [an employee's OR your] spouse, civil partner, parent or child;
  - (b) a person who lives in the same household as [the employee OR you], but who is not [their OR your] tenant, lodger, boarder or employee; or
  - (c) anyone else who reasonably relies on [the employee OR you] to provide assistance, make arrangements or take action of the kind referred to in paragraph 2.1.

- 2.3 This policy applies to time off to take action which is necessary because of an immediate or unexpected crisis. This policy does not apply where you need to take planned time off or provide longer-term care for a dependant. If this is the case, you should take advice from **[your line manager OR the Human Resources Department]**.
- 2.4 Whether action is considered necessary will depend on the circumstances, including nature of the problem, the closeness of the relationship between you and the dependant, and whether anyone else is available to assist. Action is unlikely to be considered necessary if you knew of a problem in advance but did not try to make alternative care arrangements.
- 2.5 Reasonable time off in relation to a particular problem will not normally be more than **[one day OR two days]**. However, we will always consider each set of circumstances on their facts.

### **3. Exercising the right to time off**

- 3.1 You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell **[your line manager OR the Human Resources Department]**:
- (a) the reason for your absence; and
  - (b) how long you expect to be away from work.
- 3.2 If you fail to notify us as set out above, you may be subject to disciplinary proceedings under our Disciplinary Procedure for taking unauthorised time off.
- 3.3 We may in some cases ask you to provide evidence for your reasons for taking the time off, either in advance or on your return to work. Suspected abuse of this policy will be dealt with as a disciplinary issue under our Disciplinary Procedure.

## Schedule 24 Compassionate leave policy

### 1. About this policy

- 1.1 Compassionate leave is designed to help you deal with traumatic personal circumstances such as the death of a close relative or where a close relative has a life-threatening illness or injury.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### 2. When compassionate leave may be available

- 2.1 You may take [paid OR unpaid] compassionate leave of up to [NUMBER] days [in any 12-month period] where a close relative has died, is critically ill with a life-threatening illness, or has suffered a life-threatening injury.
- 2.2 In the event of the death of a child, including a stillbirth, please see our Parental Bereavement Leave Policy which applies instead of this policy. [We may grant further [unpaid] compassionate leave in this situation at our discretion.]
- 2.3 We will consider requests for compassionate leave due to other traumatic events or difficult personal circumstances on a case by case basis.
- 2.4 If you are still unable to return to work following compassionate leave you should contact [your line manager OR the Human Resources Department]. We may at our discretion grant you further [unpaid] compassionate leave in those circumstances. Alternatively, you may be able to take a period of annual leave, subject to your manager's approval.

### 3. Requesting compassionate leave

- 3.1 We recognise that it may not always be possible to request compassionate leave in advance. However, where it is possible, you should make a request to [your line manager OR [POSITION]]. You should tell them the reasons for your request and the number of days leave you would like to take.
- 3.2 Where it is not possible to request leave in advance you should contact [your line manager OR [POSITION]] as soon as possible to tell them the reason for your absence and the number of days you expect to be absent. Someone can do this on your behalf if necessary.

3.3 [In exceptional circumstances we may have to refuse a request for compassionate leave and will give you a written explanation of the reasons. If you are dissatisfied with this decision you may [appeal to [POSITION] in writing within [NUMBER] days of receiving our written reasons **OR** make a complaint under our Grievance Procedure].]

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## Schedule 25 Parental bereavement leave policy

### 1. About this policy

- 1.1 This policy sets out the arrangements for parental bereavement leave, which is a type of compassionate leave intended to help employees deal with the death of a child or a stillbirth after at least 24 weeks of pregnancy.
- 1.2 For compassionate leave in other circumstances please see our Compassionate Leave Policy.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### 2. Entitlement to parental bereavement leave

- 2.1 [You may be entitled to parental bereavement leave if your child or a child in your care has died or been stillborn after 24 weeks of pregnancy.]
- 2.2 Parental bereavement leave can be one week, two consecutive weeks, or two separate weeks. It can be taken at any time during the first 56 weeks after the child's death.
- 2.3 [Further [unpaid] compassionate leave may be available under our Compassionate Leave Policy at our discretion. Please speak to your manager if you require further time off in addition to parental bereavement leave.]

### 3. Parental bereavement pay

- 3.1 You may qualify for statutory parental bereavement pay (SPBP) during parental bereavement leave if:
  - (a) you have at least 26 weeks' continuous employment ending on the Saturday before the child died; and
  - (b) you earn at least the lower earnings limit for class 1 national insurance contributions.
- 3.2 SPBP is only payable in respect of whole weeks of leave, at the same rate as statutory paternity pay. The rate is set by the government each tax year.
- 3.3 [[All employees are entitled to full pay during [the first week of] parental bereavement leave **OR** You will qualify for full pay during [the first week of] parental bereavement leave if [SET OUT CONDITIONS OF ENTITLEMENT FOR FULL PAY DURING

PARENTAL BEREAVEMENT LEAVE]]. This includes any statutory parental bereavement pay that may be payable [for that week].]

3.4 [For salaried employees, full pay is based on your basic pay. For hourly-paid employees, it is based on an average over a two-month period.]

#### **4. Leave in the first eight weeks**

4.1 In the first eight weeks after a child has died, there is no need to give advance notice to take parental bereavement leave. Please notify [your line manager] as soon as you can on the day you want your leave to start, preferably before the time you would normally start work, where possible. [Someone can do this on your behalf if necessary.]

4.2 If you have already started work, then your parental bereavement leave period will start on the following day. [We would usually allow you to take the rest of the day off as compassionate leave.]

4.3 You can cancel any planned parental bereavement leave in the first eight weeks by telling us at any time before the leave starts, and no later than the time you would normally start work on the first day of the leave period. You cannot cancel leave once it has started.

#### **5. Leave after more than eight weeks**

5.1 To take parental bereavement leave more than eight weeks after the child has died, please give [your line manager] at least a week's [written] notice.

5.2 Parental bereavement leave can be cancelled with a week's [written] notice, and can be re-booked by giving a week's [written] notice.

#### **6. Written confirmation**

6.1 We will ask you to confirm the following information in writing within 28 days of starting any period of parental bereavement leave:

- (a) your name;
- (b) the date the child died or was stillborn;
- (c) the dates of paid or unpaid parental bereavement leave taken; and
- (d) your relationship to the child.

## **Schedule 26 Flexible working policy**

### **1. About this policy**

- 1.1 This flexible working policy gives eligible employees an opportunity to request a change to their working pattern.
- 1.2 We will deal with flexible working requests in a reasonable manner and within a reasonable time. In any event the time between making a request and notifying you of a final decision (including the outcome of any appeal) will be less than three months unless we have agreed a longer period with you.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Eligibility**

- 2.1 To be eligible to make a flexible working request, you must:
- (a) be an employee;
  - (b) have worked for us continuously for at least 26 weeks at the date your request is made; and
  - (c) not have made a flexible working request during the last 12 months (even if you withdrew that request).

### **3. What is a flexible working request?**

- 3.1 A flexible working request under this policy means a request to do any or all of the following:
- (a) to reduce or vary your working hours;
  - (b) to reduce or vary the days you work;
  - (c) to work from a different location (for example, from home).

### **4. Making a flexible working request**

- 4.1 Your flexible working request should be submitted to **[us OR [POSITION]]** in writing and dated. It should:
- (a) state that it is a flexible working request;
  - (b) explain the change being requested and propose a start date;

- (c) identify the impact the change would have on the business and how that might be dealt with; and
- (d) state whether you have made any previous flexible working requests.

## **5. Meeting**

- 5.1 We will arrange a meeting at a convenient time and place to discuss your request. You may be accompanied at the meeting by a colleague of your choice. They will be entitled to speak and confer privately with you, but may not answer questions on your behalf.
- 5.2 We may decide to grant your request in full without a meeting, in which case we will write to you with our decision.

## **6. Decision**

- 6.1 We will inform you in writing of our decision as soon as possible after the meeting.
- 6.2 If your request is accepted, we will write to you with details of the new working arrangements and the date on which they will commence. You will be asked to sign and return a copy of the letter.
- 6.3 If we cannot immediately accept your request we may require you to undertake a trial period before reaching a final decision on your request.
- 6.4 Unless otherwise agreed, changes to your terms of employment will be permanent.
- 6.5 We may reject your request for one or more of the following business reasons:
  - (a) the burden of additional costs;
  - (b) detrimental effect on ability to meet customer demand;
  - (c) inability to reorganise work among existing staff;
  - (d) inability to recruit additional staff;
  - (e) detrimental impact on quality;
  - (f) detrimental impact on performance;
  - (g) insufficiency of work during the periods that you propose to work; or
  - (h) planned changes.
- 6.6 If we are unable to agree to your request, we will write to tell you which of those reasons applies in your case. We will also set out the appeal procedure.

## 7. Appeal

- 7.1 You may appeal in writing within 14 days of receiving our written decision. [This includes a decision following a trial period.]
- 7.2 Your appeal must be dated and must set out the grounds on which you are appealing.
- 7.3 We will hold a meeting with you to discuss your appeal. You may bring a colleague to the meeting.
- 7.4 We will tell you in writing of our final decision as soon as possible after the appeal meeting, including reasons. There is no further right of appeal.

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## Schedule 30 Time off for public duties policy

### 1. About this policy

- 1.1 We wish to enable employees to perform any public duties that they may be committed to undertake and so will give them time off to do so where it does not conflict with the operational needs of our business. [We are not legally obliged to grant paid leave for these purposes. The circumstances in which we are prepared to do so are set out below.]
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### 2. Jury service

- 2.1 You should tell your line manager as soon as you are summoned for jury service and provide a copy of your summons if requested.
- 2.2 Depending on the demands of our business we may request that you apply to be excused from or defer your jury service.
- 2.3 We are not required by law to pay you while you are absent on jury service. You will be advised at court of the expenses and loss of earnings that you can claim. However, we will pay basic pay to employees on jury service less any amounts you can claim from the court for lost earnings for up to [NUMBER] working days. [Time off beyond [NUMBER] working days may be paid at our discretion.]

### 3. Voluntary public duties

- 3.1 Employees are entitled to a reasonable amount of unpaid time off work to carry out certain public duties, including duties as a tribunal member, magistrate, local councillor, member of an NHS Trust, prison visitor, police station lay visitor or school governor.
- 3.2 If you are unsure whether a public service that you perform is covered by this policy you should speak to [the Human Resources Department OR [POSITION]].
- 3.3 As soon as you are aware that you will require time off for performance of a public service you should notify [your line manager OR [RELEVANT POSITION] OR the Human Resources Department] in writing, providing full details of the time off that is being requested and the reasons for your request. In order that arrangements can be made to cover your duties in your absence you should make your request in good time.

3.4 Each request for time off will be considered on its merits taking account of all the circumstances, including how much time is reasonably required for the activity, how much time you have already taken, and how your absence will affect the business.

3.5 [We may grant you up to [NUMBER] days' paid leave in any 12-month period to perform public duties that are not paid. Any additional leave will be granted on an unpaid basis subject to the exercise of our discretion to grant further paid leave.]]

#### 4. Reserve forces duties

4.1 We are aware that employees who are members of the Reserve Forces (the Territorial Army, Royal Navy Reserve, Royal Marines Reserve or Royal Auxiliary Air Force) may be called-up at any time to be deployed on full-time operations, and are expected to attend regular training.

4.2 [We are under no obligation to offer leave (either paid or unpaid) for reservists to undertake training and you should use existing holiday entitlement to meet training commitments **OR** We offer up to 10 days special unpaid leave per year (in addition to existing paid holiday entitlements) for reservists to undertake training. [In exceptional circumstances we may grant additional unpaid leave in order for these commitments to be met.]

4.3 If we receive notice that you have been called-up for active service we may apply to an adjudication officer for the notice to be deferred or revoked if your absence would cause serious harm to our business (which could not be prevented by the grant of financial assistance).

4.4 Once your military service has ended you may submit a written application for reinstatement to your employment. This should be made by the third Monday following the end of your military service and you should notify us of the date on which you will be available to restart work.

4.5 If it is not reasonable and practicable to reinstate you into your former employment we will offer you the most favourable alternative on the most favourable terms and conditions which are reasonable and practicable.

## Schedule 31 Anti-slavery and Human Trafficking Policy

### 1. About this policy

- 1.1 Modern slavery is a crime and is a violation of fundamental human rights.
- 1.2 Modern slavery takes various forms, including slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain.
- 1.3 The Company is also committed to ensuring there is transparency in the approach to tackling modern slavery throughout the Company's supply chains, consistent with disclosure obligations under the United Kingdom's Modern Slavery Act 2015.
- 1.4 This policy applies to all persons working for or on behalf of the Company in any capacity, including [employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representative and business partners.]
- 1.5 [The Company has a zero-tolerance approach to modern slavery and is OR [The Company is] committed to acting ethically and with integrity to all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or any of our supply chains].
- 1.6 Failure to comply with the Anti-slavery and Human Trafficking Policy may result in action under our Disciplinary Procedure.
- 1.7 The Company may terminate the relationship with other individuals and organisations working on the Company's behalf if they breach this policy.

### 2. Compliance with the Policy

- 2.1 You must ensure that you read, understand and comply with this policy.
- 2.2 The prevention, detection and reporting of modern slavery within the any part of the Company business or supply chains is the responsibility of all those working for the Company or under the Company's control. Employees are required to avoid any activity that might lead to, or suggest, a breach of this policy].

- 2.3 You must notify [your line manager OR [RELEVANT POSITION] or through the confidential helpline]] as soon as possible if you believe or suspect that a conflict with this policy has occurred or may occur in the future.
- 2.4 You are encouraged raise concerns about any issue or suspicion of modern slavery in any parts of our business or supply chains of any supplier tier at the earliest possible stage.
- 2.5 If you believe or suspect a breach of this policy has occurred or that it may occur you must [notify your line manager or [POSITION] OR report it in accordance with our Whistleblowing policy] as soon as possible. [You should note that where appropriate, and with the welfare and safety of local workers as a priority, we may give support and guidance to our suppliers to help them address coercive or exploitative work practices in their own business and supply chains]
- 2.6 If you are unsure about whether a particular act, the treatment of workers more generally, or their working conditions within any tier of our supply chains constitutes any of the various forms of modern slavery, raise it with your manager or [POSITION] [or through the confidential helpline]
- 2.7 The Company aims to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken. The company is committed to ensuring no one suffers any detrimental treatment as a result of reporting in good faith their suspicion that modern slavery of whatever form is or may be taking place in any part of the business or supply chains. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the compliance manager immediately. If the matter is not remedied and you are an employee, you should raise it formally using our Grievance Procedure at Clause 10.

### **3. Communication and Awareness of this Policy**

- 3.1 Training on this policy, and on the risk our business faces from modern slavery in its supply chains, forms part of the induction process for all individuals who work for us, and regular training will be provided as necessary.
- 3.2 [Our zero-tolerance approach to OR Our commitment to addressing the issue of] modern slavery in our business and supply chains must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and reinforced as appropriate thereafter.

## Schedule 32 Comments and Complaints Policy

### 1. About this policy

1.1 The following Policy sets out the procedure by which individuals or organisations can report concerns about:

- (a) Potentially dangerous, illegal or unethical workplace practices
- (b) Poor standards of performance or behaviour
- (c) Suggestions for improvement

Additionally, this Policy is also intended to help us identify where we are performing well and to identify organisational or individual actions that deserve recognition:

- (d) Examples of workplace practices that are especially helpful, useful, effective or otherwise
- (e) welcome
- (f) • Individuals actions who go 'above and beyond' and are worthy of recognition
- (g) • General observations and comments that enable us to improve.

1.2 The Board of the Company has overall responsibility for the Company's policy on comments and complaints, but delegate day-to-day responsibility for overseeing and implementing it to the [Designated Officer (DO) OR POSITION].

1.3 Responsibility for monitoring and reviewing the operation of the policy and any recommendations for change within the organisation resulting from investigations into complaints under the policy lies with the Board of the Company.

1.4 The Company's [DO OR POSITION] is [NAME].

### 2. [Anonymity]

2.1 [The Company welcomes all feedback but is conscious that many prefer to submit their observations anonymously. Our system is therefore by default anonymous, offering contributors to 'opt in']

### 3. Make a comment or complaint

3.1 [Comments can be made through the Company website through the 'Contact Us' page. Here you should select the option 'Make a Comment'. This form will ask for basic information to provide context for the comment or complaint – but submission of this can

be optional.] [Should you wish to provide your details, you may select an option that requires the company to respond directly to your comment or complaint using the provided contact details.]

3.2 [In order to make a complaint, the Company welcomes emails to the address: [EMAIL ADDRESS]. This is monitored by [POSITION]. The Company suggests including the following information:

- (a) Date
- (b) Time
- (c) Location
- (d) Description of incident that merits complaint/comment
- (e) Your contact details
- (f) A statement that you do/do not wish to receive feedback

Please state that you are using the Comments and Complaints Policy and specify whether you wish to keep your identity to be kept confidential.

#### **4. Investigation of a Complaint**

- 4.1 The Company will investigate complaints fully, fairly, quickly, and confidentially where circumstances permit. Following receipt of a complaint the [DO OR POSITION] will make appropriate arrangements for investigations.
- 4.2 The length and scope of the [DO's OR POSITION] investigation will depend on the subject matter of the disclosure. In most instances, the [DO OR POSITION] will carry out an initial assessment of the disclosure to determine whether there are grounds for a more detailed investigation to take place or whether the disclosure can be very quickly rectified by immediate managerial direction.
- 4.3 If a longer investigation is necessary, the [DO OR POSITION] will conduct an internal investigation and may elect to include specialist personnel with experience of the operating workplace procedures or specialist knowledge of the subject matter under investigation.
- 4.4 The investigation will conclude to determine the detail of the complaint and will make recommendations for subsequent action. These recommendations may include both disciplinary actions, changes to policy and procedure, or possibly disclosure to relevant authorities or agencies should it be required. The recommendations will be submitted to the Board for approval.

4.5 The Board will then be responsible for overseeing the implementation of the actions they have authorised.

4.6 Should you have chosen to seek feedback on your comment or complaint, the DO will write, via email, to advise you on the findings of the investigation and the actions taken as a result.

## **5. Dealing with Comments**

5.1 The Company does not anticipate 'comments' requiring an investigation, though the **DO OR POSITION** may at his discretion choose to conduct an investigation.

5.2 Where an individual has been singled out for praise, the Company is committed to ensuring recognition for that individual. A record of the positive comment will be held on their personal file,

5.3 Where a policy, procedure or organisational comment has been recognised, the Company will seek to ensure this is established as best practice through changes to Policy, operating procedures, training programmes, managerial direction, and other details operational areas.

Schedule 33 [Host Nation Laws insert how you will confirm to host nation laws – if required]

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## Schedule 34 Preventing sexual exploitation and abuse policy

### 1. About this policy

- 1.1 This policy refers to the International Code of Conduct Association (2019) Guidelines for Private Security Providers on Preventing and Addressing Sexual Exploitation Abuse.
- 1.2 This policy refers to all personnel within the Company, including employees, job candidates, and contractors. The Company's duty of care also extends to all who work with or alongside the Company.
- 1.3 Sexual exploitation and abuse ("SEA") may occur at any stage in the Company's day to day business, from recruiting through to normal duties when employed. [As a result of client requirements, the Company may be very male dominated. This gender imbalance is identified as a risk within the company and is to be monitored.]
- 1.4 The Company has a zero tolerance of any form of SEA, which is a serious abuse of human rights, and often criminal activity.
- 1.5 This policy does not form part of any employee's contract of employment and we may amend it at any time. We will continue to review this policy to ensure it is achieving its aims.
- 1.6 Failure to comply with the Anti-slavery and Human Trafficking Policy may result in action under our Disciplinary Procedure.

### 2. [ICOCA STATEMENT

- 2.1 As a member of the International Code of Conduct Association, the Company confirms adherence to Paragraph 38 of the International Code of Conduct for Private Security Providers

*Signatory Companies will not benefit from, nor allow their personnel to engage or benefit from, sexual exploitation (including for these purposes, prostitution) and abuse of gender-based violence or crimes, either within the company or externally including rape, sexual harassment, or any other form of sexual abuse or violence. Signatory companies will and will require their personnel to, remain vigilant for all instances of sexual or gender-based violence, and where discovered, report all such instances to competent authorities. ]*

### 3. Recruitment

- 3.1 The Recruitment Policy outlines the means by which potential employees are assessed, vetted and selected. This applies to both international and nationally recruited employees. As part of this recruitment process, the Company's recruiters should bear in the mind the principles of SEA and screen out candidates who might not abide by the expected standards of conduct.
- 3.2 Managers of the recruiting process are to ensure that the systems and controls are in place to ensure that sexual favours are not requested of applicants in exchange for employment. This includes the Company's own employees and staff, as well as any agents or external HR staff that may be involved in the process.

### 4. Training

- 4.1 All employees and staff are to be trained in preventing SEA as part of their induction training. This will include how to report and deal with any SEA incidents that they may suspect or witness.

### 5. SEA Risk Assessment

- 5.1 [Managers OR POSITION] are to make periodic assessments of SEA.
- 5.2 The risk assessment should consider, at a minimum:
- (a) Specific SEA risk factors in the operating environment
  - (b) Likely occurrence of SEA
  - (c) Who is most at risk
  - (d) Mitigation measures
  - (e) Monitoring measures, and responsibility for these measures
  - (f) Incident management procedures
  - (g) Support and assistance requirements in the event of an incident (including any local services)
  - (h) [ANY OTHER MEASURES]

### 6. Managing SEA complaints and investigations.

- 6.1 If an incident occurs, employees should immediately report it to their line manager, or the nearest [senior manager OR POSITION].

- 6.2 The Grievance Policy sets out the means by which an individual can report abuse they feel they have suffered.
- 6.3 The Whistleblowing Policy sets out the means by which an individual can report any abuse they may suspect or have witnessed, should they not feel able to report such an incident to their immediate line manager.
- 6.4 Once reported, the [senior manager OR POSITION] is to assume control. A survivor centred approach is adopted from the outset:
- (a) Prioritise the rights, needs and wishes of the victim
  - (b) Respect the victim's privacy and confidentiality needs
  - (c) Keep the victim informed throughout
  - (d) Allow the victim to provide input
- 6.5 The [senior manager OR POSITION] should conduct a value led investigation, with the following features
- (a) Timely
  - (b) Thorough
  - (c) Impartial
  - (d) Documented
  - (e) Safe
- 6.6 The team should be led by [senior manager OR POSITION] who should appoint at least two investigators with specific SEA training. All investigators should be confirmed as trusted by the victim, and able to meaningfully engage with them.
- 6.7 All information gathered and reported by the investigators is to be treated as highly sensitive and highly confidential and shall only be reported on a 'need to know' basis.
- 6.8 Disciplinary action should be taken upon conclusion of the investigation.

## **7. Survivor Assistance**

- 7.1 The Company prioritises the needs of the survivor, and all help should be offered including medical assistance, psychological assistance, safety assistance, material assistance and legal support.

7.2 A specific assistance strategy to meet the needs of the survivor must be designed and implemented and will be monitored by the [senior manager OR POSITION].

draft

## **Schedule 35 Weapons and Ammunition Management Policy**

### **1. About this policy**

- 1.1 Weapons, ammunition, pyrotechnics and explosives are to be procured, managed and use with the strictest controls and safety standards. The ownership and use of weapons is strictly controlled by Government legislation and the Company requires all staff to comply with all required legislation at all times.
- 1.2 Users must be licensed to carry weapons and evidence of this must be readily available with any of the Company weapons at all times.
- 1.3 All staff are to comply with all rules and understand that non-compliance will lead to disciplinary action.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time. We will continue to review this policy to ensure it is achieving its aims.

### **2. Procurement**

- 2.1 Users must be licensed to carry weapons and evidence of this must be readily available with any of the Company weapons at all times.

### **3. Storage of Weapons and Ancillaries**

- 3.1 Weapons must be kept in a store specifically designed to conform with minimum requirements.
- 3.2 Access must be restricted to nominated personnel who have been security cleared by the Company. Any armoury door is to be secured with [high-grade steel padlocks **OR** [OTHER]]
- 3.3 Keys are to be strictly controlled and kept in a lockable safe when not in daily use. They keys must be signed out using a register and handed back in at the end of each working day.
- 3.4 Only authorised personnel are permitted to withdraw the armoury keys.
- 3.5 A member of the Company will be tasked to conduct a daily check to determine the presence of all weapons. Any deficiencies are to be reported to [POSITION]

#### **4. Training**

- 4.1 We will ensure that you are given adequate training and supervision to perform your work competently and safely.
- 4.2 Staff will be given a health and safety induction and provided with appropriate safety training, including [manual handling][, control of substances hazardous to health (COSHH)][, working at height][, asbestos awareness][, gas safety][, electrical safety][ and the use of personal protective equipment (PPE)].

#### **5. Equipment**

- 5.1 You must use equipment in accordance with any instructions given to you. Any equipment fault or damage must immediately be reported to your line manager. Do not attempt to repair equipment unless trained to do so.

#### **6. Accidents and first aid**

- 6.1 Details of first aid facilities and the names of trained first aiders are displayed on the notice boards.
- 6.2 All accidents and injuries at work, however minor, should be reported to [POSITION] and recorded in the Accident Book which is kept in [LOCATION].

#### **7. Fire safety**

- 7.1 All staff should familiarise themselves with the fire safety instructions, which are displayed on notice boards and near fire exits in the workplace.
- 7.2 If you hear a fire alarm, leave the building immediately by the nearest fire exit and go to the fire assembly point [shown on the fire safety notices OR [LOCATION OF FIRE ASSEMBLY POINT]].
- 7.3 Fire drills will be held at least every [12 OR [NUMBER]] months and must be taken seriously. We also carry out regular fire risk assessments and regular checks of fire extinguishers, fire alarms, escape routes and emergency lighting.

#### **8. Risk assessments and measures to control risk**

- 8.1 We carry out general workplace risk assessments periodically. The purpose is to assess the risks to health and safety of employees, visitors and other third parties as a result of our activities, and to identify any measures that need to be taken to control those risks.

## **9. Computers and display screen equipment**

9.1 If you use a computer screen or other display screen equipment (DSE) as a significant part of your work, you are entitled to a workstation assessment and regular eyesight tests by an optician at our expense.

9.2 Further information on workstation assessments, eye tests and the use of DSE can be obtained from [POSITION].

draft

draft

## Schedule 37 Health and safety policy

### 1. About this policy

- 1.1 This policy sets out our arrangements for ensuring we meet our health and safety obligations to staff and anyone visiting our premises or affected by our work.
- 1.2 We are committed to ensuring the health and safety of staff and anyone affected by our business activities, and to provide a safe and suitable environment for all those attending our premises.
- 1.3 This policy covers all employees, officers, consultants, contractors, [volunteers,] [interns], casual workers and agency workers.
- 1.4 [This policy has been [agreed OR implemented following consultation] with the [[TRADE UNION] OR [WORKS COUNCIL] OR [STAFF ASSOCIATION]].]
- 1.5 [POSITION] has overall responsibility for health and safety and the operation of this policy.
- 1.6 This policy does not form part of any employee's contract of employment and we may amend it at any time. We will continue to review this policy to ensure it is achieving its aims.

### 2. Responsibility for Health and Safety Matters

- 2.1 [Our board of directors (the board) OR [POSITION]] has overall responsibility for health and safety and the operation of this policy. [POSITION] is the Principal Health and Safety Officer with day-to-day responsibility for health and safety matters.
- 2.2 [The Principal Health and Safety Officer OR [POSITION]] will ensure that this policy is reviewed [FREQUENCY] [in consultation with the [UNION OR EMPLOYEE CONSULTATIVE BODY]]. [Recommendations for any amendments are reported to [the board AND/OR [DEPARTMENT]].]

### 3. Your responsibilities

- 3.1 All staff share responsibility for achieving safe working conditions. You must take care of your own health and safety and that of others, observe applicable safety rules and follow instructions for the safe use of equipment.

3.2 You should report any health and safety concerns immediately to your line manager or [POSITION].

3.3 You must co-operate with managers on health and safety matters, including the investigation of any incident.

3.4 Failure to comply with this policy may be treated as misconduct and dealt with under our Disciplinary Procedure.

#### **4. Information and consultation**

4.1 We will inform and consult [[TRADE UNION] OR your elected workplace safety representatives OR directly with all staff] regarding health and safety matters.

4.2 We will ensure any health and safety representatives receive the appropriate training to carry out their functions effectively.

4.3 [POSITION] is responsible for informing and consulting employees about health and safety matters.

#### **5. Training**

5.1 We will ensure that you are given adequate training and supervision to perform your work competently and safely.

5.2 Staff will be given a health and safety induction and provided with appropriate safety training, including [manual handling][, control of substances hazardous to health (COSHH)][, working at height][, asbestos awareness][, gas safety][, electrical safety][ and the use of personal protective equipment (PPE)].

#### **6. Equipment**

6.1 You must use equipment in accordance with any instructions given to you. Any equipment fault or damage must immediately be reported to your line manager. Do not attempt to repair equipment unless trained to do so.

6.2 No member of staff should attempt to repair equipment unless trained to do so.

6.3 [POSITION] is responsible for ensuring equipment safety and maintenance.

## 7. Accidents and first aid

- 7.1 Details of first aid facilities and the names of trained first aiders are displayed on the notice boards.
- 7.2 All accidents and injuries at work, however minor, should be reported to [POSITION] and recorded in the Accident Book which is kept in [LOCATION].
- 7.3 [POSITION] is responsible for investigating any injuries or work-related disease, preparing and keeping accident records, and for submitting reports to the relevant authorities if required under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

## 8. National Health Alerts

- 8.1 In the event of an epidemic or pandemic alert we will organise our business operations and provide advice on steps to be taken by staff, in accordance with official guidance, to reduce the risk of infection at work as far as possible. Any questions should be referred to [your line manager OR the Human Resources Department OR the Occupational Health Department].
- 8.2 It is important for the health and safety of all our staff that you comply with instructions issued in these circumstances.

## 9. Fire safety

- 9.1 All staff should familiarise themselves with the fire safety instructions, which are displayed on notice boards and near fire exits in the workplace.
- 9.2 If you hear a fire alarm, leave the building immediately by the nearest fire exit and go to the fire assembly point [shown on the fire safety notices OR [LOCATION OF FIRE ASSEMBLY POINT]].
- 9.3 If you discover a fire do not attempt to tackle it unless it is safe and you have been trained or feel competent to do so. You should operate the nearest fire alarm and, if you have sufficient time, call reception and report the location of the fire.
- 9.4 Nominated individuals will be trained in the correct use of fire extinguishers.
- 9.5 You should notify your manager or [POSITION] if there is anything (for example, impaired mobility) that might impede your evacuation in the event of a fire. A personal

evacuation plan will be drawn up and brought to the attention of [the relevant fire wardens and] colleagues working in your vicinity.]

9.6 Fire drills will be held at least every [12 OR [NUMBER]] months and must be taken seriously. We also carry out regular fire risk assessments and regular checks of fire extinguishers, fire alarms, escape routes and emergency lighting.

9.7 [POSITION] is responsible for ensuring fire risk assessments are undertaken and implemented, and for ensuring regular checks of fire extinguishers, fire alarms, escape routes and emergency lighting.

## **10. Risk assessments and measures to control risk**

10.1 We carry out general workplace risk assessments periodically. The purpose is to assess the risks to health and safety of employees, visitors and other third parties as a result of our activities, and to identify any measures that need to be taken to control those risks.

10.2 Measures will be taken to avoid or reduce the need to lift or carry items which could cause injury (manual handling) and to provide training on manual handling as necessary.

10.3 The use of hazardous substances at work will be avoided wherever possible and less hazardous alternatives will be used where available. Training on the control of substances hazardous to health (COSHH) will be provided as necessary.

10.4 [Health surveillance is required for employees doing the following jobs: [SPECIFY JOBS].]

10.5 Personal protective equipment (PPE) is provided where there are risks that cannot be adequately controlled by other means.

10.6 [POSITION] is responsible for workplace risk assessments and any measures to control risks.

## **11. Computers and display screen equipment**

11.1 If you use a computer screen or other display screen equipment (DSE) as a significant part of your work, you are entitled to a workstation assessment and regular eyesight tests by an optician at our expense.

11.2 We will not normally pay for glasses or contact lenses, unless your vision cannot be corrected by normal glasses or contact lenses and you need special glasses designed

for the display screen distance. In such cases we will pay the cost of basic corrective appliances only.

- 11.3 Further information on workstation assessments, eye tests and the use of DSE can be obtained from [POSITION].

draft

## Schedule 38 Smoking policy

### 1. About this policy

- 1.1 We are committed to protecting your health, safety and welfare and that of all those who work for us by providing a safe place of work and protecting all workers, service users, customers and visitors from exposure to smoke.
- 1.2 All of our workplaces (including our vehicles) are smoke-free in accordance with the Health Act 2006 and associated regulations. All staff and visitors have the right to a smoke-free environment.
- 1.3 This policy does not form part of any employee's contract of employment and it may be amended at any time.
- 1.4 If you wish to suggest improvements to the policy or experience particular difficulty complying with it you should discuss the situation with your line manager or [POSITION].

### 2. Where is smoking banned?

- 2.1 Smoking is not permitted [in any enclosed or substantially enclosed premises within OR anywhere in] our workplace. The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, [electronic cigarettes,] pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.
- 2.2 No-smoking signs are displayed at the entrances to [enclosed or substantially enclosed premises at] our workplace.
- 2.3 Anyone using our vehicles, whether as a driver or passenger, must ensure the vehicles remain smoke-free. Any of our vehicles that are used primarily for private purposes are excluded from the smoking ban.

### 3. Where is smoking permitted?

- 3.1 You may only smoke outside [in designated areas] during breaks. When smoking outside, you must dispose of cigarette butts and other litter appropriately [in the receptacles provided].

#### **4. Breaches of the policy**

- 4.1 Breaches of this policy by any employee will be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
- 4.2 Smoking in smoke-free premises or vehicles is also a criminal offence and may result in a fixed penalty fine and/or prosecution.

draft

## Schedule 39 [Privacy Standard OR Data Protection Policy]

### 1. INTERPRETATION

#### 1.1 DEFINITIONS:

**Automated Decision-Making (ADM):** when a decision is made which is based solely on Automated Processing (including profiling) which produces legal effects or significantly affects an individual. The GDPR prohibits Automated Decision-Making (unless certain conditions are met) but not Automated Processing.

**Automated Processing:** any form of automated processing of Personal Data consisting of the use of Personal Data to evaluate certain personal aspects relating to an individual, in particular to analyse or predict aspects concerning that individual's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements. Profiling is an example of Automated Processing.

**Company name:** [TRADING NAME AND GROUP COMPANIES' DETAILS IF NECESSARY].

**Company Personnel:** all employees, workers [contractors, agency workers, consultants,] directors, members and others.

**Consent:** agreement which must be freely given, specific, informed and be an unambiguous indication of the Data Subject's wishes by which they, by a statement or by a clear positive action, signify agreement to the Processing of Personal Data relating to them.

**Controller:** the person or organisation that determines when, why and how to process Personal Data. It is responsible for establishing practices and policies in line with the GDPR. We are the Controller of all Personal Data relating to our Company Personnel and Personal Data used in our business for our own commercial purposes.

**Criminal Convictions Data:** means personal data relating to criminal convictions and offences and includes personal data relating to criminal allegations and proceedings.

**Data Subject:** a living, identified or identifiable individual about whom we hold Personal Data. Data Subjects may be nationals or residents of any country and may have legal rights regarding their Personal Data.

**Data Privacy Impact Assessment (DPIA):** tools and assessments used to identify and reduce risks of a data processing activity. DPIA can be carried out as part of Privacy by Design and should be conducted for all major system or business change programmes involving the Processing of Personal Data.

**Data Protection Officer (DPO):** the person required to be appointed in specific circumstances under the GDPR. Where a mandatory DPO has not been appointed, this term means a data protection manager or other voluntary appointment of a DPO or refers to the Company data privacy team with responsibility for data protection compliance.

**EEA:** the 28 countries in the EU, and Iceland, Liechtenstein and Norway.

**Explicit Consent:** consent which requires a very clear and specific statement (that is, not just action).

**General Data Protection Regulation (GDPR):** the General Data Protection Regulation ((EU) 2016/679). Personal Data is subject to the legal safeguards specified in the GDPR.

**Personal Data:** any information identifying a Data Subject or information relating to a Data Subject that we can identify (directly or indirectly) from that data alone or in combination with other identifiers we possess or can reasonably access. Personal Data includes Special Categories of Personal Data and Pseudonymised Personal Data but excludes anonymous data or data that has had the identity of an individual permanently removed. Personal data can be factual (for example, a name, email address, location or date of birth) or an opinion about that person's actions or behaviour. [Personal Data specifically includes, but is not limited to, [PERSONAL DATA CATEGORY LIST].]

**Personal Data Breach:** any act or omission that compromises the security, confidentiality, integrity or availability of Personal Data or the physical, technical, administrative or organisational safeguards that we or our third-party service providers put in place to protect it. The loss, or unauthorised access, disclosure or acquisition, of Personal Data is a Personal Data Breach.

**Privacy by Design:** implementing appropriate technical and organisational measures in an effective manner to ensure compliance with the GDPR.

**Privacy Guidelines:** the Company privacy and GDPR related guidelines provided to assist in interpreting and implementing this Privacy Standard and Related Policies, available here: [INSERT LINK TO LIST OF BUSINESS-SPECIFIC GUIDELINES OR SET OUT THESE GUIDELINES IN AN APPENDIX].

**Privacy Notices (also referred to as Fair Processing Notices) or Privacy Policies:** separate notices setting out information that may be provided to Data Subjects when the Company collects information about them. These notices may take the form of general privacy statements applicable to a specific group of individuals (for example, employee privacy notices or the website privacy policy) or they may be stand-alone, one-time privacy statements covering Processing related to a specific purpose.

**Processing or Process:** any activity that involves the use of Personal Data. It includes obtaining, recording or holding the data, or carrying out any operation or set of operations on the data including organising, amending, retrieving, using, disclosing, erasing or destroying it. Processing also includes transmitting or transferring Personal Data to third parties.

**Pseudonymisation or Pseudonymised:** replacing information that directly or indirectly identifies an individual with one or more artificial identifiers or pseudonyms so that the person, to

whom the data relates, cannot be identified without the use of additional information which is meant to be kept separately and secure.

**Related Policies:** the Company's policies, operating procedures or processes related to this Privacy Standard and designed to protect Personal Data, available here: [\[INSERT LINK TO LIST OF BUSINESS SPECIFIC POLICIES OR SET OUT THESE POLICIES IN AN APPENDIX\]](#).

**Special Categories of Personal Data:** information revealing racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health conditions, sexual life, sexual orientation, biometric or genetic data, and Personal Data [The Company will treat the following types of data to be as if they are Special Categories of Personal Data: [\[DETAILS OF OTHER TYPES OF DATA THE COMPANY CONSIDERS SENSITIVE\]](#)].

## 2. INTRODUCTION

- 2.1 This Privacy Standard sets out how [\[COMPANY NAME\]](#) ("we", "our", "us", "the Company") handle the Personal Data of our customers, suppliers, employees, workers and other third parties.
- 2.2 This Privacy Standard applies to all Personal Data we Process regardless of the media on which that data is stored or whether it relates to past or present employees, workers, customers, clients or supplier contacts, shareholders, website users or any other Data Subject.
- 2.3 This Privacy Standard applies to all Company Personnel ("you", "your"). You must read, understand and comply with this Privacy Standard when Processing Personal Data on our behalf and attend training on its requirements. This Privacy Standard sets out what we expect from you for the Company to comply with applicable law. Your compliance with this Privacy Standard is mandatory. Related Policies and Privacy Guidelines are available to help you interpret and act in accordance with this Privacy Standard. You must also comply with all such Related Policies and Privacy Guidelines. Any breach of this Privacy Standard may result in disciplinary action.
- 2.4 Where you have a specific responsibility in connection with Processing such as capturing Consent, reporting a Personal Data Breach, conducting a DPIA as referenced in this Privacy Standard or otherwise then you must comply with the Related Policies and Privacy Guidelines.

2.5 This Privacy Standard (together with Related Policies and Privacy Guidelines) is an internal document and cannot be shared with third parties, clients or regulators without prior authorisation from the DPO.

### 3. Scope

3.1 We recognise that the correct and lawful treatment of Personal Data will maintain confidence in the organisation and will provide for successful business operations. Protecting the confidentiality and integrity of Personal Data is a critical responsibility that we take seriously at all times. The Company is exposed to potential fines of up to EUR20 million or 4% of total worldwide annual turnover, whichever is higher and depending on the breach, for failure to comply with the provisions of the GDPR.

3.2 All [CEOs,] [individual business areas,] [units,] [departments,] [supervisors,] [[OTHER RESPONSIBLE PARTIES]] are responsible for ensuring all Company Personnel comply with this Privacy Standard and need to implement appropriate practices, processes, controls and training to ensure that compliance.

3.3 The DPO is responsible for overseeing this Privacy Standard and, as applicable, developing Related Policies and Privacy Guidelines. [That post is held by [NAME], [DEPARTMENT], [TELEPHONE EXTENSION], [EMAIL ADDRESS].]

3.4 Please contact the DPO with any questions about the operation of this Privacy Standard or the GDPR or if you have any concerns that this Privacy Standard is not being or has not been followed. In particular, you must always contact the DPO in the following circumstances:

- (a) if you are unsure of the lawful basis which you are relying on to process Personal Data (including the legitimate interests used by the Company) (see paragraph 5.1);
- (b) if you need to rely on Consent and/or need to capture Explicit Consent (see paragraph 6);
- (c) if you need to draft Privacy Notices (see paragraph 7);
- (d) if you are unsure about the retention period for the Personal Data being Processed (see paragraph 11);
- (e) if you are unsure about what security or other measures you need to implement to protect Personal Data (see paragraph 12.1);
- (f) if there has been a Personal Data Breach (see paragraph 13);

- (g) if you are unsure on what basis to transfer Personal Data outside the EEA (see paragraph 14);
- (h) if you need any assistance dealing with any rights invoked by a Data Subject (see paragraph 15);
- (i) whenever you are engaging in a significant new, or change in, Processing activity which is likely to require a DPIA (see paragraph 19) or plan to use Personal Data for purposes other than what it was collected for;
- (j) if you plan to undertake any activities involving Automated Processing including profiling or Automated Decision-Making (see paragraph 20);
- (k) if you need help complying with applicable law when carrying out direct marketing activities (see paragraph 21); or
- (l) if you need help with any contracts or other areas in relation to sharing Personal Data with third parties (including our vendors) (see paragraph 22).

#### **4. Personal data protection principles**

4.1 We adhere to the principles relating to Processing of Personal Data set out in the GDPR which require Personal Data to be:

- (a) processed lawfully, fairly and in a transparent manner (Lawfulness, Fairness and Transparency);
- (b) collected only for specified, explicit and legitimate purposes (Purpose Limitation);
- (c) adequate, relevant and limited to what is necessary in relation to the purposes for which it is Processed (Data Minimisation);
- (d) accurate and where necessary kept up to date (Accuracy);
- (e) not kept in a form which permits identification of Data Subjects for longer than is necessary for the purposes for which the data is Processed (Storage Limitation);
- (f) processed in a manner that ensures its security using appropriate technical and organisational measures to protect against unauthorised or unlawful Processing and against accidental loss, destruction or damage (Security, Integrity and Confidentiality);
- (g) not transferred to another country without appropriate safeguards being in place (Transfer Limitation); and
- (h) made available to Data Subjects and allow Data Subjects to exercise certain rights in relation to their Personal Data (Data Subject's Rights and Requests).

4.2 We are responsible for and must be able to demonstrate compliance with the data protection principles listed above (Accountability).

## **5. Lawfulness, fairness, transparency**

### **5.1 Lawfulness and fairness**

5.2 Personal data must be Processed lawfully, fairly and in a transparent manner in relation to the Data Subject.

5.3 You may only collect, Process and share Personal Data fairly and lawfully and for specified purposes. The GDPR restricts our actions regarding Personal Data to specified lawful purposes. These restrictions are not intended to prevent Processing, but ensure that we Process Personal Data fairly and without adversely affecting the Data Subject.

5.4 The GDPR allows Processing for specific purposes, some of which are set out below:

- (a) the Data Subject has given his or her Consent;
- (b) the Processing is necessary for the performance of a contract with the Data Subject;
- (c) to meet our legal compliance obligations;
- (d) to protect the Data Subject's vital interests;
- (e) to pursue our legitimate interests for purposes where they are not overridden because the Processing prejudices the interests or fundamental rights and freedoms of Data Subjects. The purposes for which we process Personal Data for legitimate interests need to be set out in applicable Privacy Notices; or

(f) [OTHER GDPR PROCESSING GROUNDS].

5.5 You must identify and document the legal ground being relied on for each Processing activity [in accordance with the Company's guidelines on Lawful Basis for Processing Personal Data].

## **6. Consent**

6.1 A Controller must only process Personal Data on the basis of one or more of the lawful bases set out in the GDPR, which include Consent.

6.2 A Data Subject consents to Processing of their Personal Data if they indicate agreement clearly either by a statement or positive action to the Processing. Consent requires affirmative action so silence, pre-ticked boxes or inactivity are unlikely to be sufficient. If

Consent is given in a document which deals with other matters, then the Consent must be kept separate from those other matters.

- 6.3 Data Subjects must be easily able to withdraw Consent to Processing at any time and withdrawal must be promptly honoured. Consent may need to be refreshed if you intend to Process Personal Data for a different and incompatible purpose which was not disclosed when the Data Subject first consented.
- 6.4 When processing Special Category Data or Criminal Convictions Data, we will usually rely on a legal basis for processing other than Explicit Consent or Consent if possible. Where Explicit Consent is relied on, you must issue a Privacy Notice to the Data Subject to capture Explicit Consent.
- 6.5 You will need to evidence Consent captured and keep records of all Consents in accordance with Related Policies and Privacy Guidelines so that the Company can demonstrate compliance with Consent requirements.

## **7. Transparency (notifying Data Subjects)**

- 7.1 The GDPR requires Data Controllers to provide detailed, specific information to Data Subjects depending on whether the information was collected directly from Data Subjects or from elsewhere. The information must be provided through appropriate Privacy Notices which must be concise, transparent, intelligible, easily accessible, and in clear and plain language so that a Data Subject can easily understand them.
- 7.2 Whenever we collect Personal Data directly from Data Subjects, including for human resources or employment purposes, we must provide the Data Subject with all the information required by the GDPR including the identity of the Controller and DPO, how and why we will use, Process, disclose, protect and retain that Personal Data through a Privacy Notice which must be presented when the Data Subject first provides the Personal Data.
- 7.3 When Personal Data is collected indirectly (for example, from a third party or publicly available source), we must provide the Data Subject with all the information required by the GDPR as soon as possible after collecting or receiving the data. We must also check that the Personal Data was collected by the third party in accordance with the GDPR and on a basis which contemplates our proposed Processing of that Personal Data.
- 7.4 If you are collecting Personal Data from Data Subjects, directly or indirectly, then you must provide Data Subjects with a Privacy Notice in accordance with our Related Policies and Privacy Guidelines.

7.5 [You must comply with the Company's guidelines on drafting Privacy Notices.]

## **8. Purpose limitation**

8.1 Personal Data must be collected only for specified, explicit and legitimate purposes. It must not be further Processed in any manner incompatible with those purposes.

8.2 You cannot use Personal Data for new, different or incompatible purposes from that disclosed when it was first obtained unless you have informed the Data Subject of the new purposes and they have Consented where necessary.

## **9. Data minimisation**

9.1 Personal Data must be adequate, relevant and limited to what is necessary in relation to the purposes for which it is Processed.

9.2 You may only Process Personal Data when performing your job duties requires it. You cannot Process Personal Data for any reason unrelated to your job duties.

9.3 You may only collect Personal Data that you require for your job duties: do not collect excessive data. Ensure any Personal Data collected is adequate and relevant for the intended purposes.

9.4 You must ensure that when Personal Data is no longer needed for specified purposes, it is deleted or anonymised in accordance with the Company's data retention guidelines.

## **10. Accuracy**

10.1 Personal Data must be accurate and, where necessary, kept up to date. It must be corrected or deleted without delay when inaccurate.

10.2 You will ensure that the Personal Data we use and hold is accurate, complete, kept up to date and relevant to the purpose for which we collected it. You must check the accuracy of any Personal Data at the point of collection and at regular intervals afterwards. You must take all reasonable steps to destroy or amend inaccurate or out-of-date Personal Data.

## **11. Storage limitation**

11.1 Personal Data must not be kept in an identifiable form for longer than is necessary for the purposes for which the data is processed.

- 11.2 The Company will maintain retention policies and procedures to ensure Personal Data is deleted after a reasonable time for the purposes for which it was being held, unless a law requires that data to be kept for a minimum time. **[You must comply with the Company's guidelines on Data Retention.]**
- 11.3 You must not keep Personal Data in a form which permits the identification of the Data Subject for longer than needed for the legitimate business purpose or purposes for which we originally collected it including for the purpose of satisfying any legal, accounting or reporting requirements.
- 11.4 You will take all reasonable steps to destroy or erase from our systems all Personal Data that we no longer require in accordance with all the Company's applicable records retention schedules and policies. This includes requiring third parties to delete that data where applicable.
- 11.5 You will ensure Data Subjects are informed of the period for which data is stored and how that period is determined in any applicable Privacy Notice.

## **12. Security integrity and confidentiality**

### **12.1 Protecting Personal Data**

- 12.2 Personal Data must be secured by appropriate technical and organisational measures against unauthorised or unlawful Processing, and against accidental loss, destruction or damage.
- 12.3 We will develop, implement and maintain safeguards appropriate to our size, scope and business, our available resources, the amount of Personal Data that we own or maintain on behalf of others and identified risks (including use of encryption and Pseudonymisation where applicable). We will regularly evaluate and test the effectiveness of those safeguards to ensure security of our Processing of Personal Data. You are responsible for protecting the Personal Data we hold. You must implement reasonable and appropriate security measures against unlawful or unauthorised Processing of Personal Data and against the accidental loss of, or damage to, Personal Data. You must exercise particular care in protecting Special Categories of Personal Data and Criminal Convictions Data from loss and unauthorised access, use or disclosure.
- 12.4 You must follow all procedures and technologies we put in place to maintain the security of all Personal Data from the point of collection to the point of destruction. You may only transfer Personal Data to third-party service providers who agree to comply with the

required policies and procedures and who agree to put adequate measures in place, as requested.

- 12.5 You must maintain data security by protecting the confidentiality, integrity and availability of the Personal Data, defined as follows:
- (a) Confidentiality means that only people who have a need to know and are authorised to use the Personal Data can access it;
  - (b) Integrity means that Personal Data is accurate and suitable for the purpose for which it is processed; and
  - (c) Availability means that authorised users are able to access the Personal Data when they need it for authorised purposes.
- 12.6 You must [comply with all applicable aspects of our [INFORMATION SECURITY PROGRAMME] [and [INFORMATION SECURITY POLICY]] **OR** comply with and not attempt to circumvent the administrative, physical and technical safeguards we implement and maintain in accordance with the GDPR and relevant standards to protect Personal Data].

### **13. Reporting a Personal Data Breach**

- 13.1 The GDPR requires Controllers to notify any Personal Data Breach to the applicable regulator and, in certain instances, the Data Subject.
- 13.2 We have put in place procedures to deal with any suspected Personal Data Breach and will notify Data Subjects or any applicable regulator where we are legally required to do so.
- 13.3 If you know or suspect that a Personal Data Breach has occurred, do not attempt to investigate the matter yourself. Immediately contact the person or team designated as the key point of contact for Personal Data Breaches [(the DPO, **OR** the information technology or security department, **OR** the legal department **OR** [OTHER])] [and follow the [SECURITY INCIDENT RESPONSE PLAN]]. You should preserve all evidence relating to the potential Personal Data Breach.

### **14. Transfer limitation**

- 14.1 The GDPR restricts data transfers to countries outside the EEA to ensure that the level of data protection afforded to individuals by the GDPR is not undermined. You transfer Personal Data originating in one country across borders when you transmit, send, view or access that data in or to a different country.

14.2 You may only transfer Personal Data outside the EEA if one of the following conditions applies:

- (a) the European Commission has issued a decision confirming that the country to which we transfer the Personal Data ensures an adequate level of protection for the Data Subject's rights and freedoms;
- (b) appropriate safeguards are in place such as binding corporate rules (BCR), standard contractual clauses approved by the European Commission, an approved code of conduct or a certification mechanism, a copy of which can be obtained from the DPO;
- (c) the Data Subject has provided Explicit Consent to the proposed transfer after being informed of any potential risks; or
- (d) the transfer is necessary for one of the other reasons set out in the GDPR including the performance of a contract between us and the Data Subject, reasons of public interest, to establish, exercise or defend legal claims or to protect the vital interests of the Data Subject where the Data Subject is physically or legally incapable of giving Consent and, in some limited cases, for our legitimate interest.

14.3 [You must comply with the Company's guidelines on cross-border data transfers.]

## 15. Data Subject's rights and requests

15.1 Data Subjects have rights when it comes to how we handle their Personal Data. These include rights to:

- (a) withdraw Consent to Processing at any time;
- (b) receive certain information about the Data Controller's Processing activities;
- (c) request access to their Personal Data that we hold;
- (d) prevent our use of their Personal Data for direct marketing purposes;
- (e) ask us to erase Personal Data if it is no longer necessary in relation to the purposes for which it was collected or Processed or to rectify inaccurate data or to complete incomplete data;
- (f) restrict Processing in specific circumstances;
- (g) challenge Processing which has been justified on the basis of our legitimate interests or in the public interest;
- (h) request a copy of an agreement under which Personal Data is transferred outside of the EEA;

- (i) object to decisions based solely on Automated Processing, including profiling (ADM);
- (j) prevent Processing that is likely to cause damage or distress to the Data Subject or anyone else;
- (k) be notified of a Personal Data Breach which is likely to result in high risk to their rights and freedoms;
- (l) make a complaint to the supervisory authority;
- (m) in limited circumstances, receive or ask for their Personal Data to be transferred to a third party in a structured, commonly used and machine-readable format; and
- (n) [ANY OTHER RIGHTS YOUR TYPE OF BUSINESS MAY BE REQUIRED TO PROVIDE UNDER THE GDPR OR COMPANY POLICY.]

15.2 You must verify the identity of an individual requesting data under any of the rights listed above (do not allow third parties to persuade you into disclosing Personal Data without proper authorisation).

15.3 You must immediately forward any Data Subject request you receive to [your supervisor OR the DPO] [and comply with the company's Data Subject response process].

## 16. Accountability

16.1 The Controller must implement appropriate technical and organisational measures in an effective manner, to ensure compliance with data protection principles. The Controller is responsible for, and must be able to demonstrate, compliance with the data protection principles.

16.2 The Company must have adequate resources and controls in place to ensure and to document GDPR compliance including:

- (a) appointing a suitably qualified DPO (where necessary) and an executive accountable for data privacy;
- (b) implementing Privacy by Design when Processing Personal Data and completing DPIAs where Processing presents a high risk to rights and freedoms of Data Subjects;
- (c) integrating data protection into internal documents including this Privacy Standard, Related Policies, Privacy Guidelines or Privacy Notices;

- (d) regularly training Company Personnel on the GDPR, this Privacy Standard, Related Policies and Privacy Guidelines and data protection matters including, for example, Data Subject's rights, Consent, legal basis, DPIA and Personal Data Breaches. The Company must maintain a record of training attendance by Company Personnel; and
- (e) regularly testing the privacy measures implemented and conducting periodic reviews and audits to assess compliance, including using results of testing to demonstrate compliance improvement effort.

## **17. Record-keeping**

- 17.1 The GDPR requires us to keep full and accurate records of all our data Processing activities.
- 17.2 You must keep and maintain accurate corporate records reflecting our Processing including records of Data Subjects' Consents and procedures for obtaining Consents **[in accordance with the Company's record-keeping guidelines]**.
- 17.3 These records should include, at a minimum, the name and contact details of the Controller and the DPO, clear descriptions of the Personal Data types, Data Subject types, Processing activities, Processing purposes, third-party recipients of the Personal Data, Personal Data storage locations, Personal Data transfers, the Personal Data's retention period and a description of the security measures in place. To create the records, data maps should be created which should include the detail set out above together with appropriate data flows.

## **18. Training and audit**

- 18.1 We are required to ensure all Company Personnel have undergone adequate training to enable them to comply with data privacy laws. We must also regularly test our systems and processes to assess compliance.
- 18.2 You must undergo all mandatory data privacy related training and ensure your team undergo similar mandatory training **[in accordance with the Company's mandatory training guidelines]**.
- 18.3 You must regularly review all the systems and processes under your control to ensure they comply with this Privacy Standard and check that adequate governance controls and resources are in place to ensure proper use and protection of Personal Data.

## 19. Privacy By Design and Data Protection Impact Assessment (DPIA)

- 19.1 We are required to implement Privacy by Design measures when Processing Personal Data by implementing appropriate technical and organisational measures (like Pseudonymisation) in an effective manner, to ensure compliance with data privacy principles.
- 19.2 You must assess what Privacy by Design measures can be implemented on all programmes, systems or processes that Process Personal Data by taking into account the following:
- (a) the state of the art;
  - (b) the cost of implementation;
  - (c) the nature, scope, context and purposes of Processing; and
  - (d) the risks of varying likelihood and severity for rights and freedoms of Data Subjects posed by the Processing.
- 19.3 Data controllers must also conduct DPIAs in respect to high-risk Processing.
- 19.4 You should conduct a DPIA (and discuss your findings with the DPO) when implementing major system or business change programs involving the Processing of Personal Data including:
- (a) use of new technologies (programs, systems or processes), or changing technologies (programs, systems or processes);
  - (b) automated Processing including profiling and ADM;
  - (c) large-scale Processing of Special Categories of Personal Data or Criminal Convictions Data; and
  - (d) large scale, systematic monitoring of a publicly accessible area.
- 19.5 A DPIA must include:
- (a) a description of the Processing, its purposes and the Data Controller's legitimate interests if appropriate;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to its purpose;
  - (c) an assessment of the risk to individuals; and
  - (d) the risk mitigation measures in place and demonstration of compliance.

**[You must comply with the Company's guidelines on DPIA and Privacy by Design.]**

## **20. Automated Processing (including profiling) and Automated Decision-Making**

- 20.1 Generally, ADM is prohibited when a decision has a legal or similar significant effect on an individual unless:
- (a) a Data Subject has Explicitly Consented;
  - (b) the Processing is authorised by law; or
  - (c) the Processing is necessary for the performance of or entering into a contract.
- 20.2 If certain types of Special Categories of Personal Data or Criminal Convictions Data are being processed, then grounds (b) or (c) will not be allowed but the Special Categories of Personal Data and Criminal Convictions Data can be Processed where it is necessary (unless less intrusive means can be used) for substantial public interest like fraud prevention.
- 20.3 If a decision is to be based solely on Automated Processing (including profiling), then Data Subjects must be informed when you first communicate with them of their right to object. This right must be explicitly brought to their attention and presented clearly and separately from other information. Further, suitable measures must be put in place to safeguard the Data Subject's rights and freedoms and legitimate interests.
- 20.4 We must also inform the Data Subject of the logic involved in the decision making or profiling, the significance and envisaged consequences and give the Data Subject the right to request human intervention, express their point of view or challenge the decision.
- 20.5 A DPIA must be carried out before any Automated Processing (including profiling) or ADM activities are undertaken.
- 20.6 [Where you are involved in any data Processing activity that involves profiling or ADM, you must comply with the Company's guidelines on profiling or ADM.]

## **21. Direct marketing**

- 21.1 We are subject to certain rules and privacy laws when marketing to our customers.
- 21.2 For example, a Data Subject's prior consent is required for electronic direct marketing (for example, by email, text or automated calls). The limited exception for existing customers known as "soft opt in" allows organisations to send marketing texts or emails if they have obtained contact details in the course of a sale to that person, they are marketing similar products or services, and they gave the person an opportunity to opt out of marketing when first collecting the details and in every subsequent message.

21.3 The right to object to direct marketing must be explicitly offered to the Data Subject in an intelligible manner so that it is clearly distinguishable from other information.

21.4 A Data Subject's objection to direct marketing must be promptly honoured. If a customer opts out at any time, their details should be suppressed as soon as possible. Suppression involves retaining just enough information to ensure that marketing preferences are respected in the future.

21.5 [You must comply with the Company's guidelines on direct marketing to customers.]

## 22. Sharing Personal Data

22.1 Generally we are not allowed to share Personal Data with third parties unless certain safeguards and contractual arrangements have been put in place.

22.2 You may only share the Personal Data we hold with another employee, agent or representative of our group (which includes our subsidiaries and our ultimate holding company along with its subsidiaries) if the recipient has a job-related need to know the information and the transfer complies with any applicable cross-border transfer restrictions.

22.3 You may only share the Personal Data we hold with third parties, such as our service providers, if:

- (a) they have a need to know the information for the purposes of providing the contracted services;
- (b) sharing the Personal Data complies with the Privacy Notice provided to the Data Subject and, if required, the Data Subject's Consent has been obtained;
- (c) the third party has agreed to comply with the required data security standards, policies and procedures and put adequate security measures in place;
- (d) the transfer complies with any applicable cross border transfer restrictions; and
- (e) a fully executed written contract that contains GDPR-approved third party clauses has been obtained.

22.4 [You must comply with the Company's guidelines on sharing data with third parties.]

**23. Changes to this Privacy Standard**

- 23.1 We keep this Privacy Standard under regular review. [This version was last updated on [DATE]. [Historic versions [are archived here [LINK] OR can be obtained by contacting us].]]
- 23.2 This Privacy Standard does not override any applicable national data privacy laws and regulations in countries where the Company operates. [Certain countries may have localised variances to this Privacy Standard which are available on request to the DPO.]

**24. Acknowledgement of receipt and review**

- 24.1 I, [EMPLOYEE NAME], acknowledge that on [DATE], I received and read a copy of the [COMPANY NAME]'s [Privacy Standard][, dated [EDITION DATE]] and understand that I am responsible for knowing and abiding by its terms. [I understand that the information in this Privacy Standard is intended to help [Company Personnel] work together effectively on assigned job responsibilities and assist in the use and protection of Personal Data.] This Privacy Standard does not set terms or conditions of employment or form part of an employment contract.

Signed .....

Printed Name .....

Date .....

## Schedule 40 Privacy notice for employees, workers and contractors

### 1. What is the purpose of this document?

**[EMPLOYER]** is committed to protecting the privacy and security of your personal information.

This privacy notice describes how we collect and use personal information about you during and after your working relationship with us, in accordance with the General Data Protection Regulation (GDPR).

It applies to all employees, workers and contractors.

- 1.1 **[EMPLOYER]** is a "data controller". This means that we are responsible for deciding how we hold and use personal information about you. We are required under data protection legislation to notify you of the information contained in this privacy notice.
- 1.2 This notice applies to current and former employees, workers and contractors. This notice does not form part of any contract of employment or other contract to provide services. We may update this notice at any time but if we do so, we will provide you with an updated copy of this notice as soon as reasonably practical.
- 1.3 It is important that you read and retain this notice, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are aware of how and why we are using such information and what your rights are under the data protection legislation.

### 2. Data protection principles

We will comply with data protection law. This says that the personal information we hold about you must be:

1. Used lawfully, fairly and in a transparent way.
2. Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
3. Relevant to the purposes we have told you about and limited only to those purposes.
4. Accurate and kept up to date.
5. Kept only as long as necessary for the purposes we have told you about.
6. Kept securely.

### 3. The kind of information we hold about you

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

There are certain types of more sensitive personal data which require a higher level of protection, such as information about a person's health or sexual orientation. Information about criminal convictions also warrants this higher level of protection.

3.1 We will collect, store, and use the following categories of personal information about you:

- (a) [Personal contact details such as name, title, addresses, telephone numbers, and personal email addresses.]
- (b) [Date of birth.]
- (c) [Gender.]
- (d) [Marital status and dependants.]
- (e) [Next of kin and emergency contact information.]
- (f) [National Insurance number.]
- (g) [Bank account details, payroll records and tax status information.]
- (h) [Salary, annual leave, pension and benefits information.]
- (i) [Start date and, if different, the date of your continuous employment.]
- (j) [Leaving date and your reason for leaving.]
- (k) [Location of employment or workplace.]
- (l) [Copy of driving licence.]
- (m) [Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process).]
- (n) [Employment records (including job titles, work history, working hours, holidays, training records and professional memberships).]
- (o) [Compensation history.]
- (p) [Performance information.]
- (q) [Disciplinary and grievance information.]

- (r) [CCTV footage and other information obtained through electronic means such as swipe card records.]
- (s) [Information about your use of our information and communications systems.]
- (t) [Photographs.]
- (u) [Results of HMRC employment status check, details of your interest in and connection with the intermediary through which your services are supplied.]

3.2 We may also collect, store and use the following more sensitive types of personal information:

- (a) [Information about your race or ethnicity, religious beliefs, sexual orientation and political opinions.]
- (b) [Trade union membership.]
- (c) [Information about your health, including any medical condition, health and sickness records, including:
  - (d) where you leave employment and under any share plan operated by a group company the reason for leaving is determined to be ill-health, injury or disability, the records relating to that decision;
  - (e) details of any absences (other than holidays) from work including time on statutory parental leave and sick leave; and
  - (f) where you leave employment and the reason for leaving is related to your health, information about that condition needed for pensions and permanent health insurance purposes.]
- (g) [Genetic information and biometric data.]
- (h) [Information about criminal convictions and offences.]

#### 4. How is your personal information collected?

4.1 We collect personal information about employees, workers and contactors through the application and recruitment process, either directly from candidates or sometimes from an employment agency or background check provider. We may sometimes collect additional information from third parties including former employers, credit reference agencies or other background check agencies [LIST OTHERS].

4.2 [We may also collect personal information from the trustees or managers of pension arrangements operated by a group company.]

- 4.3 We will collect additional personal information in the course of job-related activities throughout the period of you working for us.

## 5. How we will use information about you

We will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:

1. Where we need to perform the contract we have entered into with you.
2. Where we need to comply with a legal obligation.
3. Where it is necessary for legitimate interests pursued by us or a third party and your interests and fundamental rights do not override those interests.

We may also use your personal information in the following situations, which are likely to be rare:

1. Where we need to protect your interests (or someone else's interests).
2. Where it is needed in the public interest [or for official purposes].

## 6. Situations in which we will use your personal information

6.1 We need all the categories of information in the list above primarily to allow us to perform our contract with you [\*] and to enable us to comply with legal obligations [\*\*]. In some cases we may use your personal information to pursue legitimate interests [\*\*\*], provided your interests and fundamental rights do not override those interests. The situations in which we will process your personal information are listed below. [We have indicated by [asterisks] the purpose or purposes for which we are processing or will process your personal information, as well as providing a description of which categories of data are involved. Where a legitimate interest is involved, we state what the legitimate interest is.]

- (a) [Making a decision about your recruitment or appointment.] [DESCRIBE CATEGORY OF DATA, ROR EXAMPLE, CV, APPLICATION FORM]\*
- (b) [Determining the terms on which you work for us.]
- (c) [Checking you are legally entitled to work in the UK.]
- (d) [Paying you and, if you are an employee or deemed employee for tax purposes, deducting tax and National Insurance contributions (NICs).]
- (e) [Providing the following benefits to you: [LIST].]
- (f) [Inviting you to participate in any share plans operated by a group company.]
- (g) [Granting awards under any share plans operated by a group company.]

- (h) [Administering your participation in any share plans operated by a group company, including communicating with you about your participation and collecting any tax and NICs due on any share awards.]
- (i) [Enrolling you in a pension arrangement in accordance with our statutory automatic enrolment duties.]
- (j) [Liaising with the trustees or managers of a pension arrangement operated by a group company, your pension provider and any other provider of employee benefits.]
- (k) [Administering the contract we have entered into with you.]
- (l) [Business management and planning, including accounting and auditing.]
- (m) [Conducting performance reviews, managing performance and determining performance requirements.]
- (n) [Making decisions about salary reviews and compensation.]
- (o) [Assessing qualifications for a particular job or task, including decisions about promotions.]
- (p) [Gathering evidence for possible grievance or disciplinary hearings.]
- (q) [Making decisions about your continued employment or engagement.]
- (r) [Making arrangements for the termination of our working relationship.]
- (s) [Education, training and development requirements.]
- (t) [Dealing with legal disputes involving you, or other employees, workers and contractors, including accidents at work.]
- (u) [Ascertaining your fitness to work.]
- (v) [Managing sickness absence.]
- (w) [Complying with health and safety obligations.]
- (x) [To prevent fraud.]
- (y) [To monitor your use of our information and communication systems to ensure compliance with our IT policies.]
- (z) [To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution.]
- (aa) [To conduct data analytics studies to review and better understand employee retention and attrition rates.]
- (bb) [Equal opportunities monitoring.]

6.2 Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal information.

## 7. If you fail to provide personal information

7.1 If you fail to provide certain information when requested, we may not be able to perform the contract we have entered into with you (such as paying you or providing a benefit), or we may be prevented from complying with our legal obligations (such as to ensure the health and safety of our workers).

## 8. Change of purpose

8.1 We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

8.2 Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

## 9. How we use particularly sensitive personal information

"Special categories" of particularly sensitive personal information, such as information about your health, racial or ethnic origin, sexual orientation or trade union membership, require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal information. We have in place an appropriate policy document and safeguards which we are required by law to maintain when processing such data. We may process special categories of personal information in the following circumstances:

1. In limited circumstances, with your explicit written consent.
2. Where we need to carry out our legal obligations or exercise rights in connection with employment.
3. Where it is needed in the public interest, such as for equal opportunities monitoring [or in relation to our occupational pension scheme].

Less commonly, we may process this type of information where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

## 10. Situations in which we will use your sensitive personal information

10.1 In general, we will not process particularly sensitive personal information about you unless it is necessary for performing or exercising obligations or rights in connection with employment. On rare occasions, there may be other reasons for processing, such as it is in the public interest to do so. The situations in which we will process your particularly sensitive personal information are listed below. [We have indicated the purpose or purposes for which we are processing or will process your more sensitive personal information.]

- (a) [We will use information about your physical or mental health, or disability status, to ensure your health and safety in the workplace and to assess your fitness to work, to provide appropriate workplace adjustments, to monitor and manage sickness absence and to administer benefits including statutory maternity pay, statutory sick pay, pensions and permanent health insurance.] [We need to process this information to exercise rights and perform obligations in connection with your employment.]
- (b) [If you leave employment and under any share plan operated by a group company the reason for leaving is determined to be ill-health, injury or disability, we will use information about your physical or mental health, or disability status in reaching a decision about your entitlements under the share plan.]
- (c) [If you apply for an ill-health pension under a pension arrangement operated by a group company, we will use information about your physical or mental health in reaching a decision about your entitlement.]
- (d) [We will use information about your race or national or ethnic origin, religious, philosophical or moral beliefs, or your sexual life or sexual orientation, to ensure meaningful equal opportunity monitoring and reporting.]
- (e) [We will use trade union membership information to pay trade union premiums, register the status of a protected employee and to comply with employment law obligations.]
- (f) [LIST ANY OTHER.]

## 11. Do we need your consent?

11.1 We do not need your consent if we use special categories of your personal information in accordance with our written policy to carry out our legal obligations or exercise specific rights in the field of employment law. In limited circumstances, we may approach you for your written consent to allow us to process certain particularly sensitive data. If we do so, we will provide you with full details of the information that we would like and the reason we need it, so that you can carefully consider whether you wish to consent.

You should be aware that it is not a condition of your contract with us that you agree to any request for consent from us.

## 12. Information about criminal convictions

We may only use information relating to criminal convictions where the law allows us to do so. This will usually be where such processing is necessary to carry out our obligations and provided we do so in line with our [privacy standard OR data protection policy].

12.1 We [envisage OR do not envisage] that we will hold information about criminal convictions.

12.2 [We will only collect information about criminal convictions if it is appropriate given the nature of the role and where we are legally able to do so.] [Where appropriate, we will collect information about criminal convictions as part of the recruitment process or we may be notified of such information directly by you in the course of you working for us.] [We will use information about criminal convictions and offences in the following ways:

(a) [LIST].]

12.3 [We are allowed to use your personal information in this way [to carry out our obligations [SPECIFY] OR [SET OUT OTHER LAWFUL BASIS]]. We have in place an appropriate policy and safeguards which we are required by law to maintain when processing such data].

## 13. Automated decision-making

Automated decision-making takes place when an electronic system uses personal information to make a decision without human intervention. We are allowed to use automated decision-making in the following circumstances:

1. Where we have notified you of the decision and given you 21 days to request a reconsideration.
2. Where it is necessary to perform the contract with you and appropriate measures are in place to safeguard your rights.
3. In limited circumstances, with your explicit written consent and where appropriate measures are in place to safeguard your rights.

If we make an automated decision on the basis of any particularly sensitive personal information, we must have either your explicit written consent or it must be justified in the public interest, and we must also put in place appropriate measures to safeguard your rights.

13.1 You will not be subject to decisions that will have a significant impact on you based solely on automated decision-making, unless we have a lawful basis for doing so and we have notified you.

13.2 [We do not envisage that any decisions will be taken about you using automated means, however we will notify you in writing if this position changes.]

#### 14. Data sharing

We may have to share your data with third parties, including third-party service providers and other entities in the group.

We require third parties to respect the security of your data and to treat it in accordance with the law.

We may transfer your personal information outside the EU.

If we do, you can expect a similar degree of protection in respect of your personal information.

#### 15. Why might you share my personal information with third parties?

15.1 We will share your personal information with third parties where required by law, where it is necessary to administer the working relationship with you or where we have another legitimate interest in doing so.

#### 16. Which third-party service providers process my personal information?

16.1 "Third parties" includes third-party service providers (including contractors and designated agents) and other entities within our group. [The following activities are carried out by third-party service providers: [payroll, pension administration, benefits provision and administration, IT services] OR The following third-party service providers process personal information about you for the following purposes: [NAME PROVIDERS AND THE ACTIVITY THEY CARRY OUT]].

16.2 [We will share personal data relating to your participation in any share plans operated by a group company with third party administrators, nominees, registrars and trustees for the purposes of administering the share plans. The following third party service providers process personal data about you for this purpose: [NAME PROVIDERS AND THE ACTIVITY THEY CARRY OUT].]

16.3 [We will share personal data regarding your participation in any pension arrangement operated by a group company with the trustees or scheme managers of the arrangement in connection with the administration of the arrangements.]

**17. How secure is my information with third-party service providers and other entities in our group?**

17.1 All our third-party service providers and other entities in the group are required to take appropriate security measures to protect your personal information in line with our policies. We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

**18. When might you share my personal information with other entities in the group?**

18.1 We will share your personal information with other entities in our group [as part of our regular reporting activities on company performance, in the context of a business reorganisation or group restructuring exercise, for system maintenance support and hosting of data [We will share personal data relating to your participation in any share plans and pension arrangements operated by a group company with other entities in the group for the purposes of administering the share plans.] [DESCRIBE OTHER KNOWN ACTIVITIES]].

**19. What about other third parties?**

19.1 We may share your personal information with other third parties, for example in the context of the possible sale or restructuring of the business. In this situation we will, so far as possible, share anonymised data with the other parties before the transaction completes. Once the transaction is completed, we will share your personal data with the other parties if and to the extent required under the terms of the transaction.

19.2 We may also need to share your personal information with a regulator or to otherwise comply with the law. This may include making returns to HMRC, disclosures to stock exchange regulators [(including a Regulatory News Service)] and disclosures to shareholders such as directors' remuneration reporting requirements.

**Transferring information outside the EU**

We will transfer the personal information we collect about you to the following [country OR countries] outside the EU [LIST] in order to perform our contract with you. There [is OR is not] an adequacy decision by the European Commission in respect of [that OR those] [country OR countries]. This means that the [country OR countries] to which we transfer your data are [deemed OR not deemed] to provide an adequate level of protection for your personal information.

However, to ensure that your personal information does receive an adequate level of protection we have put in place the following appropriate measure[s] to ensure that your

personal information is treated by those third parties in a way that is consistent with and which respects the EU and UK laws on data protection: [SPECIFY MEASURE, FOR EXAMPLE, BINDING CORPORATE RULES]. If you require further information about [this OR these] protective measure[s], [you can request it from [POSITION] OR it is available [ON THE INTRANET/PROVIDE LINK HERE].]

## 20. Data security

We have put in place measures to protect the security of your information. Details of these measures are available [upon request OR on the intranet].

Third parties will only process your personal information on our instructions and where they have agreed to treat the information confidentially and to keep it secure.

20.1 We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality. [Details of these measures may be obtained from [POSITION].]

20.2 We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

## 21. Data retention

### 22. How long will you use my information for?

22.1 We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. [Details of retention periods for different aspects of your personal information are available in our retention policy which is available from [[POSITION] OR [THE INTRANET/PROVIDE LINK]]. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

22.2 In some circumstances we may anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you. Once you are no longer an employee, worker or contractor of the company we will retain and securely destroy your personal information in accordance with **[our data retention policy OR applicable laws and regulations]**.

### **23. Rights of access, correction, erasure, and restriction**

### **24. Your duty to inform us of changes**

24.1 It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during your working relationship with us.

### **25. Your rights in connection with personal information**

25.1 Under certain circumstances, by law you have the right to:

- (a) **Request access** to your personal information (commonly known as a "data subject access request"). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
- (b) **Request correction** of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- (c) **Request erasure** of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).
- (d) **Object to processing** of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes.
- (e) **Request the restriction of processing** of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- (f) **Request the transfer** of your personal information to another party.

25.2 If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact [POSITION] in writing.

## 26. No fee usually required

26.1 You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

## 27. What we may need from you

27.1 We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

### Right to withdraw consent

27.2 In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact [POSITION]. Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

### Data protection officer

27.3 [We have appointed a [data protection officer (DPO) **OR** data privacy manager] to oversee compliance with this privacy notice. If you have any questions about this privacy notice or how we handle your personal information, please contact the [DPO **OR** data privacy manager]. You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues.]

## 28. Changes to this privacy notice

28.1 We reserve the right to update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

If you have any questions about this privacy notice, please contact [POSITION AND CONTACT DETAILS].

28.2 I, \_\_\_\_\_ (employee/worker/contractor name), acknowledge that on \_\_\_\_\_ (date), I received a copy of [EMPLOYER]'s privacy notice for employees, workers and contractors and that I have read and understood it.

Signature .....

Printed Name .....

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## **Schedule 41 IT and communications systems policy**

### **1. About this policy**

- 1.1 Our IT and communications systems are intended to promote effective communication and working practices. This policy outlines the standards you must observe when using these systems, when we will monitor their use, and the action we will take if you breach these standards.
- 1.2 [POSITION] has overall responsibility for this policy, including keeping it under review.
- 1.3 Breach of this policy may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Equipment security and passwords**

- 2.1 You are responsible for the security of the equipment allocated to or used by you, and you must not allow it to be used by anyone other than in accordance with this policy. You should use passwords on all IT equipment, particularly items that you take out of the office. You should keep your passwords confidential and change them regularly.
- 2.2 You must only log on to our systems using your own username and password. You must not use another person's username and password or allow anyone else to log on using your username and password.
- 2.3 If you are away from your desk you should log out or lock your computer. You must log out and shut down your computer at the end of each working day.

### **3. Systems and data security**

- 3.1 You should not delete, destroy or modify existing systems, programs, information or data (except as authorised in the proper performance of your duties).
- 3.2 You must not download or install software from external sources without authorisation from [POSITION]. Downloading unauthorised software may interfere with our systems and may introduce viruses or other malware.
- 3.3 You must not attach any device or equipment including mobile phones, tablet computers or USB storage devices to our systems without authorisation from [POSITION].

3.4 We monitor all e-mails passing through our system for viruses. You should exercise particular caution when opening unsolicited e-mails from unknown sources. If an e-mail looks suspicious do not reply to it, open any attachments or click any links in it.

3.5 Inform [POSITION] immediately if you suspect your computer may have a virus.

#### 4. E-mail

4.1 Adopt a professional tone and observe appropriate etiquette when communicating with third parties by e-mail. [You should also include our standard e-mail signature and disclaimer.]

4.2 Remember that e-mails can be used in legal proceedings and that even deleted e-mails may remain on the system and be capable of being retrieved.

4.3 You must not send abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, pornographic or otherwise inappropriate e-mails.

4.4 You should not:

- (a) send or forward private e-mails at work which you would not want a third party to read;
- (b) send or forward chain mail, junk mail, cartoons, jokes or gossip;
- (c) contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding e-mails to others who do not have a real need to receive them; or
- (d) send messages from another person's e-mail address (unless authorised) or under an assumed name.

4.5 Do not use your own personal e-mail account to send or receive e-mail for the purposes of our business. Only use the e-mail account we have provided for you.

4.6 [We do not permit access to web-based personal e-mail such as Gmail or Hotmail on our computer systems at any time due to additional security risks.]

#### 5. Using the internet

5.1 Internet access is provided [primarily OR solely] for business purposes. [Occasional personal use may be permitted as set out in paragraph 6.]

5.2 You should not access any web page or download any image or other file from the internet which could be regarded as illegal, offensive, in bad taste or immoral. Even web content that is legal in the UK may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this policy.

5.3 We may block or restrict access to some websites at our discretion.

## **6. Personal use of our systems**

6.1 We permit the incidental use of our systems to send personal e-mail, browse the internet and make personal telephone calls subject to certain conditions. Personal use is a privilege and not a right. It must not be overused or abused. We may withdraw permission for it at any time or restrict access at our discretion.

6.2 Personal use must meet the following conditions:

- (a) it must be minimal and take place [substantially OR exclusively] outside of normal working hours (that is, during your lunch break, and before or after work);
- (b) personal e-mails should be labelled "personal" in the subject header;
- (c) it must not affect your work or interfere with the business;
- (d) it must not commit us to any marginal costs; and
- (e) it must comply with our policies including the Equal Opportunities Policy, Anti-harassment and Bullying Policy, Data Protection Policy and Disciplinary Procedure.

## **7. Monitoring**

7.1 Our systems enable us to monitor telephone, e-mail, voicemail, internet and other communications. For business reasons, and in order to carry out legal obligations in our role as an employer, your use of our systems including the telephone and computer systems (including any personal use) may be continually monitored by automated software or otherwise.

7.2 We reserve the right to retrieve the contents of e-mail messages or check internet usage (including pages visited and searches made) as reasonably necessary in the interests of the business, including for the following purposes (this list is not exhaustive):

- (a) to monitor whether the use of the e-mail system or the internet is legitimate and in accordance with this policy;
- (b) to find lost messages or to retrieve messages lost due to computer failure;
- (c) to assist in the investigation of alleged wrongdoing; or
- (d) to comply with any legal obligation.

## **8. Prohibited use of our systems**

8.1 Misuse or excessive personal use of our telephone or e-mail system or inappropriate internet use will be dealt with under our Disciplinary Procedure. Misuse of the internet can in some cases be a criminal offence.

8.2 Creating, viewing, accessing, transmitting or downloading any of the following material will usually amount to gross misconduct (this list is not exhaustive):

- (a) pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
- (b) offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;
- (c) a false and defamatory statement about any person or organisation;
- (d) material which is discriminatory, offensive, derogatory or may cause embarrassment to others (including material which breaches our Equal Opportunities Policy or our Anti-harassment and Bullying Policy);
- (e) confidential information about us or any of our staff or clients (except as authorised in the proper performance of your duties);
- (f) unauthorised software;
- (g) any other statement which is likely to create any criminal or civil liability (for you or us); or
- (h) music or video files or other material in breach of copyright.

## **Schedule 42 Social media policy**

### **1. About this policy**

- 1.1 This policy is in place to minimise the risks to our business through use of social media.
- 1.2 This policy deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Google+, Wikipedia [, Whisper] [, Instagram] [, Tumblr] and all other social networking sites, internet postings and blogs. It applies to use of social media for business purposes as well as personal use that may affect our business in any way.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Personal use of social media**

- 2.1 [Personal use of social media is never permitted during working hours or by means of our computers, networks and other IT resources and communications systems.]

**OR**

Occasional personal use of social media during working hours is permitted so long as it does not involve unprofessional or inappropriate content, does not interfere with your employment responsibilities or productivity and complies with this policy.]

### **3. Prohibited use**

- 3.1 You must avoid making any social media communications that could damage our business interests or reputation, even indirectly.
- 3.2 You must not use social media to defame or disparage us, our staff or any third party; to harass, bully or unlawfully discriminate against staff or third parties; to make false or misleading statements; or to impersonate colleagues or third parties.
- 3.3 You must not express opinions on our behalf via social media, unless expressly authorised to do so by your manager. You may be required to undergo training in order to obtain such authorisation.
- 3.4 You must not post comments about sensitive business-related topics, such as our performance, or do anything to jeopardise our trade secrets, confidential information and intellectual property. You must not include our logos or other trademarks in any social media posting or in your profile on any social media.

3.5 [You are not permitted to add business contacts made during the course of your employment to personal social networking accounts.]

**OR**

The contact details of business contacts made during the course of your employment are our confidential information. On termination of employment you must provide us with a copy of all such information, delete all such information from your personal social networking accounts and destroy any further copies of such information that you may have.]

3.6 Any misuse of social media should be reported to [POSITION].

#### **4. Guidelines for responsible use of social media**

4.1 You should make it clear in social media postings, or in your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal e-mail address.

4.2 Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.

4.3 If you disclose your affiliation with us on your profile or in any social media postings, you must state that your views do not represent those of your employer (unless you have been authorised to speak on our behalf as set out in paragraph 3.3). You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.

4.4 If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from posting it until you have discussed it with your manager.

4.5 If you see social media content that disparages or reflects poorly on us, you should contact [your manager OR [DEPARTMENT]].

#### **5. Breach of this policy**

5.1 Breach of this policy may result in disciplinary action up to and including dismissal. [Any member of staff suspected of committing a breach of this policy will be required to cooperate with our investigation.]

- 5.2 You may be required to remove any social media content that we consider to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

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## **Schedule 43 Pension Policy**

### **1. About this policy**

- 1.1 To help people save more for their retirement, all employers are now required by law to provide a workplace pension scheme for certain staff and pay money into it.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Our Pension Scheme**

- 2.1 Unless you opt out, we will enrol you (after successful completion of your probationary period) into our pension scheme (provided by [NAME]) if you met all of the following criteria:
  - (a) You earn over £192 per week (or £833 per month);
  - (b) You are aged 22 or over and;
  - (c) You are under state pension age.
- 2.2 Employee and employer must pay a percentage of employee's earnings into the workplace pension scheme. The total earnings include:
  - (a) Salary or wages
  - (b) Bonuses and commission
  - (c) Overtime
  - (d) Statutory sick pay
  - (e) Statutory maternity, paternity or adoption pay
- 2.3 Workplace pension contributions (legal minimum contributions) from [DATE] are [%] minimum paid by the Company and a [%] payment by you, a total minimum contribution of [%].

### **3. Opt Out**

- 3.1 You can opt out of the pension scheme if you would like to. Your pension will belong to you, even if you leave the Company in the future.
- 3.2 Please let [NAME **OR** POSITION] know if you would like to opt out from the pension scheme.

#### **4. [Salary Sacrifice Scheme]**

- 4.1 The Company offers a salary sacrifice scheme. A salary sacrifice involves you giving up part of your salary, which would be subject to income tax and national insurance contributions (NICs). In return, we give you a non-cash benefit, which is free of tax or NICs( or both).
- 4.2 It is important to understand that if you agree to a salary sacrifice, you are agreeing to a change to your terms and conditions of employment.
- 4.3 Your contractual gross salary is reduced by a percentage of your salary equivalent to the amount you wish to contribute to your pension. The Company then pays that amount, together with our normal employer contribution, into your pension as an employer
- 4.4 If you want to learn more about Salary Sacrifice Scheme, a FAQs guidance is available from the [POSITION OR NAME].

#### **5. Opt Out**

- 5.1 The GDPR requires to keep employees' personal data safe, secure and up to date by an employer. We will keep data regarding the pension records for 6 years from the end of the scheme year. All events will be recorded and kept safe in the employees' HR file.