

## **Pro Language Staff Handbook**

**Issued November 2023**

### **Introduction**

#### **1. Acceptance**

##### *Contractual*

1.1 Upon accepting a conditional offer of employment with Pro Language ("we", "us", "our") the employee ("you") gives consent to the gathering of satisfactory references, the completion of a medical assessment, and a check to the validity of any professional qualifications you have stated. It is therefore important that any information you supply with your application and during the recruitment process is accurate and true. Failure to do this will likely result in the withdrawal of any offer of employment, even if the employment relationship has already begun.

1.2 We are under a legal duty to prevent illegal working by carrying out right-to-work checks to ensure that you are legally able and entitled to work in the UK. Without exception and regardless of your colour, race, nationality, religion, belief, or ethnic or national origins, you will be required to demonstrate a right to work lawfully in the UK, by means of producing original documentation as required by UK Visas and Immigration at the time of joining us, and at any other time as requested during employment.

1.3 In certain roles it may be a condition of your employment that you hold a full, valid driving licence. If this applies to you it will have been clearly stated in your conditional offer letter of employment that you must provide your driving licence for scrutiny before you start work, and it will have also detailed any additional responsibilities that are required and expected from you.

1.4 You are expected to respect our ethical principles whilst adhering to the laws and regulations that are placed upon us.

#### **2. Probationary period**

##### *Contractual*

2.1 All new employees begin their employment with a 6-month probationary period. Successful completion of this probationary period will be confirmed in writing to you by your line manager after a probationary appraisal. The purpose of the probationary period is to provide formal monitoring of your performance and progress to ensure any training needs are identified and to establish your suitability for the role. For qualifying employees, the pension scheme is available during the probationary period.

2.2 The probationary period can be extended following feedback from your line manager and at the discretion of the Managing Director to a maximum of 12-months. During this time, you will be expected to clearly establish your suitability for the post by meeting specific recorded targets. Assistance and supervision during this period will be offered which may include but will probably not be exhaustive to the implementation of a development plan with frequent 'as necessary' reviews.

2.3 We reserve the right, where termination of employment occurs during the probationary period, to restrict the notice period to one week.

### **3. Induction**

*Non-contractual*

3.1 We are committed to providing you with a thorough induction. The structure of this process varies from role to role.

3.2 Your Line Manager will identify training needs, assess learning styles and monitor, support and oversee the delivery of the overall induction programme. Line managers will also be involved in supporting your introduction to fellow employees, colleagues, and other relevant stakeholders at the earliest and most relevant opportunity.

### **4. Job descriptions**

*Non-contractual*

4.1 Job descriptions, where issued, are a guide to your principal responsibilities and duties that highlight expected performance standards and accountabilities. The content remains subject to change.

4.2 Any significant changes will be discussed with you first and any training required as a consequence of these changes will be provided.

### **5. Conflict of interest**

*Contractual*

5.1 You are expected to be loyal to our aims and objectives and may not engage in any outside activity, which, in our opinion might interfere with efficiently carrying out your duties, which may conflict with our interests, or which may in any way compete with our business.

5.2 A conflict of interest arises when a personal interest or personal association could affect your work for us.

5.3 It becomes significant if an independent third party might reasonably take the view that there is a risk that your resultant actions might be affected by the conflict, whether or not they are actually affected. You agree that:

5.3.1 If you have a conflict of interest, you will disclose it.

5.3.2 Should a conflict of interest develop over the course of your employment you will disclose it.

5.3.3 You will avoid taking on any conflicts of interest.

5.3.4 You accept that if an undisclosed conflict of interest is discovered during your employment formal action will be taken against you.

5.4 You will seek to avoid conflicts of interest and if you find that you have a personal interest in a matter that you are working on, that you may become involved with, or that you have received an approach about, you agree to declare it to your line manager immediately.

## **6. Secondary employment and spare time activities**

6.1 You may not enter into another occupation or employment or conduct any trade or business in your spare time without our prior written approval. Approval will not be given for any outside work which might interfere with the proper performance of your duties.

6.2 You may not without our prior written approval engage directly or indirectly in a business that provides the same or a similar service as us.

6.3 You should not engage in spare time activities of such a nature or to such an extent as to impair fitness to carry out your employment with us.

6.4 Whilst fully supporting your wish to fulfil a role within the volunteer reserve forces, for example as a reservist within the armed forces, this must be carried out in your own personal time and annual leave is required be taken to accommodate any weekday requirements arising from such activities.

## **7. Limits of authority**

7.1 Dependent upon your role you may have certain levels of authority to commit Pro Language to elements and levels of expenditure. Where you are permitted to commit and authorise such expenditure it applies only within the conditions and limits that are issued in writing to you and approved by the Managing Director or any such person that they delegate.

7.2 You may only make commitments, disclose price or commercially sensitive information to a third party, sign any contract or agreement, vary any terms of business, or agree any discounts on our behalf with the written authority of the Managing Director.

7.3 You are only allowed to entertain or divulge your personal contact details to any client, supplier, or temporary worker with the express authorisation of the Managing Director.

7.4 Should you undertake any of the above actions without the appropriate authority it will be treated as gross misconduct.

## **8. Change of details**

8.1 It is a requirement that you inform us through your Line Manager of any changes to your personal circumstances such as address or telephone number; next of kin to contact in an emergency; bank or building society details; gain or loss of relevant qualifications or licences, such as loss of driving licence; and any loss of right to work in the UK.

## **9. Location of work**

9.1 Our primary location of business and work is 121 City Road, Bradford, West Yorkshire.

9.2 The location of your work is as agreed on commencement of your employment and referenced in your Main Terms and Conditions of Employment.

9.3 We reserve the right as necessary to make alterations to this for the ongoing needs and development of Pro Language, consulting individually with you on any such occasions.

## **10. Hours of work**

### *Contractual*

10.1 Your contractual hours of work are specified in your Main Terms and Conditions of Employment.

10.2 We operate variable-time arrangements with all employees due to nature of the business operating 7-days a week, in the evenings, at weekends and on public holidays. This means that you may be required to vary your hours of work, should the need arise.

10.3 We reserve the right to implement a short time working arrangement where there is a temporary cessation or reduction in work. Such a reduction of work will be reflected with your pay which will be reduced accordingly.

## **11. Time off in lieu (TOIL)**

### *Non-contractual*

11.1 TOIL will only be given when approved in advance and where small numbers of hours are worked beyond your normal contracted hours however, depending on workloads, this may not always be possible.

11.2 You are expected to manage your hours responsibly and not build up TOIL that exceeds 15 hours.

11.3 All TOIL must be used within 3-months of when it was accrued, or it will be deemed as lost.

## **12. Flexible working**

### *Non-contractual*

If you have at least 26 weeks continuous service, you can make a statutory request for flexible working. Any such application is for a permanent variation to your hours, time, or place of work, and must be made in writing to your line manager. The process detailed in this section refers to statutory requests only.

12.1 There are a number of flexible working arrangements that you can make including part-time working, job sharing, term-time working, fixed term working, working from home, flexible working hours, career breaks, cultural or religious needs and flexible leave. You must have completed a minimum of 26 weeks continuous employment prior to your request, and you can only make a statutory request once in any 12-month period.

12.2 Your written application must include the following information:

12.2.1 The date of application.

12.2.2 The change to working conditions you seek and when you would like them to come into effect.

12.2.3 What effect, if any, you think the requested change/s will have on us and how, in your opinion, any such effects might be dealt with or mitigated.

12.2.4 A statement confirming that this is a statutory request.

12.2.5 Details, if applicable, of when you made any previous applications, and

12.2.6 The reasons supporting your request; including if the request is linked to a protected characteristic under the Equality Act 2010.

12.3 Upon receipt of your application for flexible working we will arrange a meeting with you to discuss your request. You may be accompanied by a colleague, provided that this does not extend the process beyond three months.

12.4 Following this meeting we will write to you accepting or rejecting your proposed new working arrangements or offering a compromise for discussion. Applications will only be rejected on the following grounds:

12.4.1 The burden of additional costs.

12.4.2 Detrimental effect on meeting customer demands.

12.4.3 An inability to re-organise any work amongst existing staff.

12.4.4 A detrimental impact on quality.

12.4.5 A detrimental impact on performance.

12.4.6 Insufficient work during the periods you propose to work, or

12.4.7 A planned structural change to the business.

12.5 If your proposed change to working arrangements cannot be agreed you may appeal:

12.5.1 An appeal to the decision must be made in writing clearly setting out your reasons for appeal.

12.5.2 An appeal must be made within five working days of the issue of the decision.

12.5.3 An appeal must be addressed to your line manager.

12.5.4 Where the grounds for appeal require discussion, an appeal hearing may be held. If you fail to attend this and any rearranged meeting without a good reason it will be considered that you have withdrawn your request.

12.5.5 All statutory flexible working requests, including any subsequent appeals, will be concluded within three months of the date of the request, or longer if agreed with you in advance.

### **13. Company vehicles**

For details refer to the Use Of Own and Company Vehicles Policy.

### **14. Confidentiality**

## *Contractual*

14.1 Both during your employment with us and at all times after the termination of such employment, you shall not (except in the proper performance of your duties or unless required by law) use, copy, divulge or communicate or cause, or procure, to be used by or copied, divulged or communicated to any person, firm, company or organisation any trade secrets or confidential information belonging to us and any associated company which you shall have received or obtained at any time during your employment with us, including (but not limited to):

14.1.1 Details of our or any associated company's actual or potential customers (including a database or other compilation giving the identity of such customers, their address or email address or telephone number or any individual point of contact).

14.1.2 Any prices or other terms of business negotiated or being negotiated between us or any associated company and any actual or potential customer.

14.1.3 Our opportunity or any associated company's reason for carrying out business with any actual or potential customer.

14.1.4 Our or any associated company's marketing strategy for our current, existing or future products or services.

14.1.5 The existence or details of products, services or strategies developed but not yet launched by us or any associated company.

14.1.6 The requirements of any actual or potential customer for our or any associated company's products or services.

14.1.7 Any contact list or other compilation giving the identity of employees and contact and identifying information outside of the details within this handbook.

14.2 Clause 14.1 shall not apply to information or knowledge which is already in the public domain, or which comes into the public domain by any means other than by your breach of such clause.

14.3 You are not prevented by this condition in making a protected disclosure under the Public Interest Disclosure Act 1998.

14.4 It is of vital importance for us that you maintain confidentiality where necessary. Therefore, any breach of this provision will be regarded as gross misconduct and may lead to your summary dismissal.

## **15. Data Protection**

### *Contractual*

15.1 We are committed to protecting the privacy and security of personal information. The privacy notice (available separately) describes what information about you we collect, how it is collected, how it is used and on what legal basis, what third parties receive it and how you can contact us in relation to it.

15.2 We recognise the importance of ensuring the security and privacy of your personal data and will do so in accordance with the principles as set out in the Data Protection Act 2018. You are required at all times during your employment to comply with the provisions of the Data Protection Act 2018 and with any policy introduced by us to comply with the Act.

15.3 In complying with data protection you acknowledge and agree that personal data relating to you, which has been or is in the future obtained by us, may be held, and processed by us (either electronically or manually) for any purpose relating to the administration, management, and operation of your employment.

This agreement also extends to the holding and processing of your personal data in relation to our legal obligations or business needs and may include, but is not limited to:

15.3.1 Administering and maintaining personnel records;

15.3.2 Paying and reviewing salary and other remuneration and benefits;

15.3.3 Providing and administering benefits;

15.3.4 Undertaking performance appraisals and reviews;

15.3.5 Reviewing your work history and making overall performance assessments;

15.3.6 Maintaining sickness and other absence records;

15.3.7 Taking decisions as to your fitness for work;

15.3.8 Providing references and information to future employers, and if necessary, governmental, and quasi-governmental bodies for social security and other purposes, and the Inland Revenue;

15.3.9 Completing and submitting timesheets;

15.3.10 Monitoring equal opportunities;

15.3.11 Sensitive personal data relating to your racial or ethnic origin (including your country of birth and nationality) health or any medical conditions or disability which you may have, or relating to your religious or other beliefs, or proceedings or alleged offences concerning you.

15.4 We will not transfer your personal data to countries outside of the European Economic Area (EEA) unless:

15.4.1 The destination country has been designated as providing adequate protection by the European Commission;

15.4.2 The destination country is the US and the recipient has signed up to the "safe harbour" principles;

15.4.3 We have told you about the transfer and you have agreed;

15.4.4 The transfer is to an organisation that acts only as a processor and the required controller-processor contract is in place; or

15.4.5 Steps have been taken to ensure that, taking account of all the circumstances of the transfer and the Information Commissioner's guidance on international transfers, adequate protection is provided in other ways.

15.5 If you gain access to personal data regarding anyone internal or external without authority, and subsequently use this information in an unlawful or inappropriate way, this will be dealt with under the disciplinary policy. You should be aware that such access and misuse may also be a criminal offence.

15.6 Should you wish to make a request to see the personal data held by us on your employee file you should make an application in writing to the Managing Director. A copy of the data held will be provided to you within one month of us receiving the request.

## **16. Remuneration**

### *Contractual*

16.1 Your rate of pay is confirmed in your offer letter and statement of Main Terms and Conditions of Employment.

16.2 You are required to sign a copy of your Main Terms and Conditions of Employment to confirm acceptance of your salary and any other specified contractual terms.

16.3 Payment is made by credit transfer direct into your bank or building society either monthly or weekly, depending on what is detailed in your Main Terms and Conditions of Employment.

16.4 Any change to your bank or building society details should be communicated to your line manager at your earliest opportunity.

16.5 Any financial remuneration paid to you is processed through normal payroll and is subject to National Insurance and Income Tax contributions.

## **17. Expenses**

### *Non-contractual*

17.1 Expenses that are reasonable will be reimbursed on satisfaction of the following conditions:

17.2 The item/s were authorised by your line manager prior to the cost being incurred;

17.3 The cost incurred was a genuine out of pocket expense incurred in the performance of duties;

17.4 The claim is fully supported by the appropriate level of authorisation and documentation, and

17.5 The expense/s are being claimed within two months of being incurred.

## **18. Statutory sick pay**

18.1 Statutory Sick Pay (SSP) is assessed on qualifying periods of National Insurance contributions and if you qualify you will be paid in line with Government regulations. For further information visit: [www.gov.uk/statutory-sick-pay](http://www.gov.uk/statutory-sick-pay).

18.2 Payment of SSP will be made only if you have followed all internal sickness reporting procedures as explained in the Sickness Reporting Policy.

18.3 We do not operate an enhanced or supplementary occupational sick pay scheme.

## **19. Time off without pay**

### *Non-contractual*

19.1 Time off without pay for reasons not specifically referenced in this handbook or in your Main Terms and Conditions of Employment, may be allowed in special circumstances but must be discussed and agreed in advance with your line manager.

19.2 Any extended period of time off without pay that is agreed between you and your line manager will be on the understanding that we cannot guarantee the same job and salary on your return to work.

## **20. Annual leave and public holidays**

### *Contractual*

Annual leave entitlement is confirmed in your Main Terms and Conditions of Employment.

20.1 All annual leave must be approved in advance by your line manager.

20.2 Your annual leave entitlement is inclusive of public (bank) holidays.

20.3 If you start with us during the year, you will be entitled to a proportion of your full entitlement of paid holiday calculated on a pro-rata basis and on complete months worked.

20.4 If you leave us during the year, you will be entitled to a proportion of your full entitlement of paid holiday calculated on a pro-rata basis and on complete months worked.

20.5 Any holiday not taken in the year of accrual cannot normally be carried forward to a subsequent year and will be forfeited unless an agreement, valid for that holiday year only, is reached with your line manager.

20.6 The holiday year runs from 1st January to 31 December for all employees.

20.7 On any termination of the contract of employment, if holiday taken exceeds holiday entitlement a deduction of this amount will be made from any pay owing to you at the time of leaving.

20.8 On any termination of the contract of employment, if any holiday entitlement remains this will be paid at the time of leaving or you may be required to use some or all of this accrual during your statutory period of notice.

20.9 Any holiday taken without authorisation will be considered unpaid leave and may result in disciplinary action.

20.10 Any periods of closure which may require you to use an element of your annual leave will be communicated to you in advance of any statutory obligations.

## **21. Absences**

### *Non-contractual*

21.1 We are sympathetic to genuine cases of illness or other situations which might make an absence from work unavoidable. All absences are noted and through the Sickness Absence Management Policy and Procedure we can investigate persistent short- or long-term absences that are or have the potential to become problematic.

21.2 In the case of urgent domestic distress or upheaval or for urgent exceptional personal circumstances, and in normal circumstances, you will be expected to use any holiday leave they have remaining. Alternatively, you have a right to reasonable time off without pay to deal with domestic emergencies.

21.3 Time off to attend routine Doctor or Dentist appointments does not constitute a domestic emergency and you are expected to arrange appointments before or after working hours, where possible. Failure to provide reasonable notice where this is not practical will automatically result in the absence being recorded as unauthorised.

21.4 Time off to attend Optician Appointments during working hours with opticians funded by us under Health & Safety legislation will be paid leave. Appointments made that are not within Health & Safety legislation will not attract paid leave.

## **22. Lateness**

### *Non-contractual*

22.1 If you are unexpectedly delayed and cannot arrive at your contracted start time you should contact your line manager by telephone (not via voicemail or text message) providing an explanation and an expected time of arrival.

22.2 On arrival at work you should advise your line manager immediately. At your line managers discretion, you may be required to work additional time on the same or another day to compensate for the lateness.

22.3 Failure to arrive at the contracted start time on a regular basis will result in an investigation and where appropriate, disciplinary action being taken.

## **23. Bereavement leave**

23.1 In the event of the death of a spouse, partner, child, parent, or a dependent relative, and at the discretion of your line manager, a period of compassionate leave may be granted.

23.2 This will be assessed on an individual basis as to the length of time and as to whether this will be paid or unpaid.

## **24. Leave for public duties**

24.1 You are entitled to reasonable time off without pay for public duties.

24.2 Such requests must be made in writing and in advance of the potential commitment so as to avoid business disruption. In cases of jury service, it is expected you will claim loss of earnings and any subsistence, travel, or other expenses from the court.

## **25. Maternity, paternity, adoption and shared parental leave, pay and associated issues**

25.1 We operate a range of 'family friendly' policies including but not exhaustive to maternity, paternity and adoption leave rights in accordance with current legislation and your statutory rights.

## **26. Short time working and lay off**

26.1 During periods of lower demand, we may require that you work less hours or that you are temporarily suspended from work without normal pay.

26.2 All options, including unpaid leave, asking you to take paid holiday entitlement and offering flexible working hours will be considered before putting a short time working arrangement into place.

26.3 You will be able to claim a statutory maximum payment of up-to £30 a day for 5 days in any 3-month period, pro-rata for part time staff, provided that you have been employed continuously for 1 month; you are available for work; you do not refuse alternative work, including work not within this contract, and you have not been laid off due to industrial action.

## **27. Career breaks**

27.1 Career break requests will be considered on a case-by-case basis and applications are required to be submitted in writing to your line manager.

27.2 If you are granted a short career break, we will, wherever possible, guarantee you the same job and salary on your return to work.

## **28. Supervision and training**

28.1 You have the right to regular supervision and communication with your line manager throughout your employment.

28.2 As changes in job practices occur, it will be necessary to supplement or update your knowledge and existing skills in order that our evolving and developing strategic objectives can be achieved.

28.3 Considering this, you are required to make every attempt to attend any and all training that is organised for you.

## **29. Pension**

29.1 If you earn over £10000 per annum, are at least 22-years of age but not yet of state pension age (SPA) and you are working under a contract of employment you are an eligible jobholder and will automatically be enrolled into the workplace pension scheme.

29.2 Non eligible jobholders have a right to opt in, and entitled workers have a right to join. Full details, including your rights, obligations, and contribution rates will be provided by your line manager.

## **30. Appraisal**

30.1 You will have regular evaluations and appraisals with your line manager.

30.2 Performance management is critical to our success as our business strategy will amount to nothing unless we actively manage, support, and develop you to deliver consistently high levels of performance. Developing you to be a key performer is a key priority and our performance management tools are designed to provide a simple way of helping you achieve your objectives.

30.3 A formal review of performance is normally held in July or August that involves the formal review of your past 12 months' performance against key objectives, along with the identification of new objectives for the next 12 months.

30.4 In addition to the annual review, regular reviews would be held throughout the year to check on progress and discuss challenges or concerns.

### **31. Trade union membership and recognition**

31.1 It is your legal right to belong to a registered Trade Union of your choosing.

31.2 Whilst we have no formal recognition agreement in place with any trade union, we encourage you to seek support when you feel it necessary.

31.3 You may be accompanied by a Trade Union representative at formal meetings, or where described by policy.

### **32. Health and safety**

32.1 You are responsible for taking reasonable care for the health and safety of yourself and others who will be affected and involved by your work and from your actions, and you are required to co-operate with us in complying with our statutory duties.

32.2 You must comply with the Health and Safety policy and all associated procedures in place and use and take reasonable care of any and all equipment provided for your use.

32.3 If you have a health or medical condition that may have the potential to affect your ability to undertake your duties or that could impact or affect those around you, you must disclose it to your line manager immediately.

### **33. Smoking and vaping**

33.1 We believe that smoking and vaping are hazards to health and seek to protect you from such, so far as practical.

33.2 A no smoking and no vaping policy is in effect throughout your workplace, including both internal and external areas, and your adherence to this is mandatory.

33.3 All breaches will be deemed an environmental health and safety risk and be subject to formal proceedings.

### **34. Contact with the media**

*Contractual*

34.1 Unless a prerequisite of your role you are not permitted to speak to any journalist or media outlet without the prior approval of the Managing Director.

34.2 Any enquiry from a journalist (newspaper, online, television, radio, trade publication, etc) must be referred to the Managing Director.

34.3 If, for any reason and in whatever circumstances such contact takes place without being referred to the Managing Director, the discussion must be reported as soon as possible after the event.

34.4 You must gain prior approval from the Managing Director before participating in any public event where there could be journalists in attendance, or before agreeing to participate in any media event. Any deviation from this policy may result in formal action being taken against you.

### **35. Social media and public comment**

35.1 You are responsible for your words and actions and should be aware at all times of your surroundings and audience when offering opinions about us or our business.

35.2 You must be conscious of the context in which your words are or may be taken.

35.3 Inflammatory, negative, brand or reputational damaging and detrimental comments about us that you post via any social media or networking channels, including email and text messages, will result in formal action being taken.

### **36. Mobile phones**

#### *Contractual*

36.1 If you are provided with a company mobile phone or device it is to be used for business purposes only. If the mobile phone or device is used for private purposes, we require you reimburse the cost of this usage.

36.2 The phone or device must be kept secure at all times. In the event of theft, you should notify your line manager immediately.

36.3 Are provided based on business need and must be returned on request or on your last day of employment.

36.4 It is a criminal offence for you to drive whilst using a handheld phone in the UK. Under no circumstances do we require you to use a mobile phone whilst driving. This applies whilst:

36.4.1 driving on business irrespective of whether the vehicle or the mobile phone is provided by us

36.4.2 and driving for pleasure in a company vehicle irrespective of whether the mobile phone is provided by us.

### **37. Dress code**

37.1 The clothes that you wear make a statement about who you are, and they reflect on our brand.

37.2 Keep this in mind when making choices and consider if what you are wearing will create a positive impression of you and of us.

### **38. Drug and alcohol policy**

38.1 We promote a culture where drug and alcohol misuse are discouraged however if you are experiencing problems with drug or alcohol use you are encouraged to talk with your line manager who will signpost you to appropriate agency support.

38.2 Incapacity at work through alcohol or being under the influence of alcohol or illegal drugs may be considered gross misconduct. So too will the supply, production, or possession of illegal substances whilst on our premises, or whilst engaged on business at other venues.

### **39. Fire safety**

39.1 You will be inducted on fire safety procedures at all our premises.

39.2 On any occasion that you are required to visit external venues it will be your responsibility to familiarise yourself with their site-specific procedures and protocols, including reporting and evacuation.

### **40. Dignity at work**

40.1 We are committed to the elimination of harassment in the workplace, which is a form of discrimination. Behaviour that discriminates or disadvantages on the grounds of a protected characteristics as outlined in the Equality Act 2010, is unacceptable.

40.2 We will act against anybody to end discriminatory behaviours, of any sort.

40.3 A complaint of harassment should be taken to your line manager who will make every effort to secure a satisfactory resolution, either through informal means or formally through the grievance procedure.

40.4 Complaints will be handled in confidence, and you are reassured that there will be no personal repercussions if you bring a case of harassment to our attention.

### **41. Vaccine policy**

41.1 As a responsible employer we have a duty to ensure that we consider the safety of all employees, so far as practicable, whilst considering the most up to date and relevant legislation, guidance and recommended best practice with regards vaccinations.

41.2 At this time you are not required to have a vaccination to attend work however should a vaccination become a mandatory requirement our guidance, in line with Government policy, may be subject to change.

### **42. Consultation**

42.1 We are committed to the principles and legal requirements of consulting with you on organisational decisions and change processes that may result in substantial changes to your terms and conditions of employment.

### **43. Your property**

43.1 We do not accept liability for the loss or damage to your property brought on to any of our premises.

### **44. Fundraising for other organisations**

44.1 If you carry out fundraising for other organisations in your spare time you do so at your own risk and on the absolute understanding that there will be no association with us and that we will not normally contribute resources or gifts.

### **45. Cessation of a fixed term contract**

45.1 If you are contracted to work for a fixed term period the end date will be detailed in your Main Terms and Conditions of Employment and, unless agreed otherwise in advance, that date will be final and your employment will cease immediately on that date.

### **46. Right to search**

46.1 It remains a requirement of your employment that on the request of the Managing Director you submit to a search of all baggage, personal items, desk and/or locker, and, if felt appropriate your vehicle.

46.2 If unauthorised possession of property belonging to us or another employee or other third party is discovered during any search you will be subject to further investigation, which may lead to disciplinary action and the matter may be reported to the police.

46.3 In exceptional circumstances we reserve the right to conduct a search of your belongings held on our premises without your prior notification.

### **47. Use of information technology and the internet**

47.1 You are expected to access IT resources responsibly and not take unreasonable advantage of access to the internet or any equipment provided.

47.2 You should only access and use IT equipment and systems for the express purpose that they have been given access.

47.3 If you access systems outside of these express purposes you may be subject to disciplinary action and such access may be treated as gross misconduct.

47.4 Disciplinary action will be taken against you if you access pornographic or other unacceptable sites, including political sites that go against our culture and values, on our equipment, or through our network.

47.5 Emails should be treated like any other document for the purpose of storage, retention, circulation, and deletion.

47.6 You should apply the test of legitimate interest in consideration of both the General Data Protection Regulation 2016 and the Data Protection Act 2018.

## **48. Violence at work**

48.1 Whilst extremely rare in occurrence we consider the risk of work-related violence to be a serious matter and try to take all reasonable steps to reduce risks from violence.

48.2 Should you demonstrate, suggest, or threaten violence towards another employee, customer or visitor proportionate measures will be taken after investigation which may include dismissal.

48.3 Similarly, should you be faced with the suggestion of or actual violence from any third party whilst at work we commit to take proportionate action.

## **49. Lone working**

49.1 We will avoid the need for you to work alone where reasonably practicable however this is not always possible.

49.2 Where lone working is necessary, we will take all reasonable steps to ensure your health and safety including undertaking an initial risk assessment so that any necessary arrangements are put in place prior to lone working starting.

49.3 Following this, regular risk assessments will be performed to evaluate, mitigate, and discover any further or new risks.

## **50. Redundancy**

50.1 Following appropriate consultation and in line with current employment legislation we reserve the right to make redundancies where necessary and offer redundancy pay based on statutory provisions.

## **51. Disciplinary policy and procedure**

*Non-contractual*

51.1 The policy exists to promote fair and equitable treatment when your or another employee's conduct or behaviour is a potential cause for concern. It is designed to help maintain an appropriate standard of behaviour and conduct whilst ensuring a fair and consistent process is followed.

## **52. Grievance policy and procedure**

*Non-contractual*

52.1 We are committed to promoting effective working relationships within an environment where you genuinely feel able to resolve work-related issues and seek resolution at the most appropriate level.

52.2 It is a requirement that you cooperate in the resolution of grievances, regardless of the level of your involvement.

52.3 The policy is designed to encourage communication and to ensure questions, problems and misunderstandings arising during the course of your employment can be aired and, where possible and when appropriate, resolved quickly and to the satisfaction of all concerned.

## **53. Equality and diversity**

53.1 We try to recruit and maintain a workforce that represents the communities we work in. This means we pro-actively try and bring people together in the business that may have different backgrounds, identities and lived experiences.

53.2 Under the Equality Act 2010 it is illegal to harass or discriminate against someone due to race, sex, disability, religion or belief, sexual orientation, age, gender transitioning, marriage or civil partnership or pregnancy and maternity.

53.3 We encourage respectful curiosity about diversity so as to not be afraid to discuss issues of difference, to learn and educate, but commit to taking strong, swift, and robust actions if it is brought to our attention that anyone is being bullied or harassed or having their quality of life at work compromised on the basis of a protected characteristic or other aspect of their identity.

53.4 We believe that equality and diversity is everyone's business and ask that everyone is vigilant and challenges with respect harassment, bullying or 'banter' that is stigmatising wherever and whenever they see it.

## **54. Menopause**

54.1 The menopause is not a specific protected characteristic under the Equality Act 2010 but if a member of staff is put at a disadvantage and treated less favourably because of their menopause symptoms, this could be discrimination if related to a protected characteristic.

## **55. Accidents and first aid**

55.1 All accidents, incidents and near misses should be reported using the Accident and Incident Reporting Procedure which includes reporting obligations and requirements under the Reporting of Injuries, Diseases, and Dangerous Occurrences Regulations 2013. (RIDDOR).

55.2 Details of first aid facilities, nominated first aiders and reporting procedures and protocols are displayed on staff notice boards.

55.3 All accidents and injuries at work, however minor, should be reported to your line manager and recorded as appropriate in the accident book.

## **56. Risk assessments**

56.1 We carry out general workplace risk assessments periodically and, on occasion, in reaction to issues and concerns that are brought to our attention. Wide ranging their primary use is to assess the risk 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 these risks.

56.2 Your cooperation and support with these, as requested and directed, is mandatory.

## **57. Anti bribery, corruption, and fraud**

57.1 You are not to give or receive a bribe or participate in any other form of corrupt practice (such as theft, fraud, conspiracy to defraud, blackmail, participation in a criminal organisation and money laundering).

57.2 Any breach of the Anti-Bribery and Corruption Policy will be regarded as extremely serious and will result in disciplinary action being taken including, where appropriate, dismissal.

57.3 In law there is no specific offence of fraud; many of the offences referred to as fraud are covered by the Theft Acts of 1968 and 1978. The term is used to describe such acts as deception, bribery, forgery, extortion, theft, conspiracy, embezzlement, misappropriation, false representation, concealment of material facts and collusion.

57.4 For practical purposes fraud may be defined as the use of deception with the intention of obtaining an advantage, avoiding an obligation, or causing loss to another party. After investigation we may take legal and disciplinary action where it is considered appropriate.

57.5 Should you undertake, be a part of, or be suspected of any involvement with any of the above actions formal action will be taken and we may at any point during our investigations refer the matter to the police or other legal, legislative, or regulatory body as appropriate.

57.6 You should assist in any investigations we or any externally appointed organisation undertake by making available all relevant information on request.

57.7 Proportionate steps will be taken to recover any losses resulting from a proven fraud which include civil action.

## **58. Gratuities and gifts**

58.1 You should not without the express and prior written consent of the Managing Director accept any gift or favour of any kind from a current or prospective client, supporter, supplier, or other third party.

58.2 Where gratuities are received you must notify and declare this to your line manager immediately and, if appropriate, HMRC.

## **59. Whistleblowing**

59.1 The whistleblowing policy exists to provide protection if you raise a legitimate concern about a specified matter (known as a "qualifying disclosure") that is made in the public interest if you have a reasonable belief that a criminal offence, a miscarriage of justice, an act creating a risk to health and safety, an act causing damage to the environment, a breach of any other legal obligation, or the concealment of any of the mentioned, is being, or is likely to be committed.

## **60. Confidentiality and post-termination restrictions**

60.1 You must from the date of the commencement of your employment and thereafter, observe strict confidentiality in respect of any and all information held by us in any format, style, or design.

60.2 Therefore, dependant on your role, it may be a requirement that you sign a stand-alone agreement covering post termination areas that include but are not exhaustive to non-compete, non-solicitation, conflict of interest and non-interference which will be provided on either commencement of your employment or at any point that we feel it appropriate during your employment.

## **61. Employee non-disclosure agreement**

61.1 You may from time to time have access to confidential information, ideas and property that are wholly owned by us.

61.2 Should they be disclosed without our express authority or consent they may be a cause for reputational, financial and brand damage.

61.3 Therefore, dependant on your role, it may be a requirement that you sign a standalone non-disclosure or restrictive covenant agreement that will be effective for the duration of your period of employment and for up-to twelve months after your employment has ended.

## **62. Deductions**

### *Contractual*

62.1 We reserve the right at any time during, or in the event of termination, to deduct any overpayment made or monies owed to us by you direct from your wages or salary.

62.2 We may deduct wages or other sums from you provided that we give prior notice of our intention to do so.

62.3 Examples include but are not exhaustive to: overpayments of holiday pay or salary, outstanding loans or advances, any shortfall in takings in respect of monies that belong to us that were handed directly to you by a third party, and any stock or property that is missing, or became damaged as a result of your negligence.

62.4 Any sums which are outstanding (including, for example, any loans we have made to you) will become immediately due and payable on the termination of your employment unless different arrangements have been made with you and confirmed in writing by the Managing Director.

62.5 We reserve the right to recover any sums or balance of sums owed by you to us by legal means.

## **64. Wellbeing**

64.1 Many studies show that employee wellbeing is linked to greater productivity and that a successful wellbeing strategy is backed up by a supportive culture. People find that going to work is good for their mental health as it is often recognised as a provider of income and a sense of identity that initiates and maintains contact and friendship with others. This provision of a steady routine and structure leads and encourages opportunities to achieve and contribute.

64.2 Our wellbeing strategy: As our wellbeing strategy continues to develop, we have implemented a wellbeing policy to support the creation of a culture where you feel comfortable to talk, seek help and support, and where wellbeing is recognised and embedded into our daily working practices. Through our wellbeing policy we commit to you that we will:

64.3 Promote a culture of open communication

64.4 Ensure that you have the right training to perform your job

64.5 Implement a team of Mental Health First Aiders

64.6 Ensure you are free from any form of harassment or inappropriate behaviour

64.7 Monitor workloads and be responsive to feedback from you about this

## **65. Alterations and additions**

65.1 The provisions and contents of this handbook and of your Main Terms and Conditions of Employment may be altered by us as occasion requires or legislation changes.

65.2 Such legislative changes that are mandatory on us will be deemed to take effect as at the effective date of the legislation change.

65.3 For any other proposed alterations or additions we will inform and consult with you as required. You will be notified in writing of any agreed alterations.

## **Definitions**

Pro Language ("we", "us", "our")

The Employee ("you")