



Staff Handbook

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INTRODUCTION

WELCOME

Welcome to Pony Wisdom. We are delighted that you have joined our team.

This handbook is important as it contains the key rules, policies and procedures that you need to know about working for us. Please take the time to read this carefully.

Our continued success depends on all staff working together as a team. If you have any questions about Pony Wisdom or some good ideas on how we can improve what we do we would love to hear from you.

The welfare of each individual is important to us and you are encouraged to speak to me about any problems or concerns you may have.

We hope that your employment with us will be enjoyable and rewarding and we look forward to working with you.

Dr Kristina Grant

ABOUT US

Pony Wisdom is a friendly, family-run business, led by Dr. Kris Grant, a senior BHS riding coach with a PhD in equine behaviour. Each session weaves together science-backed horsemanship techniques with the transformational principles of equine-assisted coaching. Many riding schools miss the best bit: building a real, loving partnership with your horse. Pony Wisdom brings it to life with fun groundwork and agility exercises, giving you the skills, knowledge, and experience you just won't find anywhere else.

1 ABOUT THIS STAFF HANDBOOK

- 1.1** This Staff Handbook contains information, rules, policies and procedures concerning your employment which may be revised at any time.
- 1.2** It applies to employees and workers (“you”) of Dr Kristina Grant (“Employer”). Unless stated within a particular policy, the policies in this Staff Handbook do not apply to agency workers, consultants or self-employed contractors. The purpose of these rules is to provide information about your employment, the benefits provided and the policies we operate.
- 1.3** For the purposes of this Staff Handbook, any reference to:
- 1.3.1** “line manager” will mean the person who directly supervises you e.g. your immediate supervisor; and
- 1.3.2** “Employer”, “We”, “Us”, “Our” or “Business” will mean Dr Kristina Grant.
- 1.4** The rules, policies and procedures (“Practices”) provide points of reference and information about your employment that you need on a day-to-day basis. They also indicate the expectations required of you as well as our obligations as your employer.
- 1.5** Your employment is subject to continued satisfactory performance and compliance with the Practices, contained within this Staff Handbook. Please ensure you read, understand and comply with these rules alongside your contract of employment (“Contract”) and, where appropriate, your letter of appointment. If you do not comply with these Practices, you may be subject to disciplinary action as set out in the Disciplinary Policy and Procedure.
- 1.6** For the avoidance of doubt, this Staff Handbook does not form part of your Contract. When we need to, we may change the contents of this Staff Handbook, to add to or amend these rules and procedures. We will let you know when this has been done; usually by email. In the event of a conflict between your Contract and the Staff Handbook, your Contract takes precedence.
- 1.7** This Staff Handbook is up-to-date as at the date of issue, or amendment, and does not adversely affect your statutory entitlements. The Practices within it replace any that were previously in place.
- 1.8** The welfare of each individual is important to us and you are encouraged to speak to your line manager or Dr Kristina Grant about any problems or concerns you may have.

EQUAL OPPORTUNITIES POLICY AND PROCEDURE

1 OVERVIEW

- 1.1** We are committed to providing a working environment in which everyone feels valued, respected and able to pursue a rewarding career whilst contributing to the success of our business. We believe that there are benefits to having a diverse workforce and aim to ensure that everyone can enjoy equal opportunities in an environment which is free from discrimination, harassment, bullying and victimisation. We oppose all forms of unlawful or unfair discrimination on the grounds of race, colour, nationality, pregnancy or maternity, ethnic or national origin, sex, gender reassignment, marital or civil partnership status, disability, age, religion, belief or sexual orientation (“Protected Characteristics”).
- 1.2** All staff must adhere to this policy, treat colleagues with dignity at all times and not discriminate against or harass other members of staff, whether junior or senior to them. In some situations, we may be at risk of being held responsible for the acts of individual members of staff and will not therefore tolerate any discriminatory practice or behaviour.

2 SCOPE

- 2.1** This policy covers all individuals working at all levels and grades, including Directors, senior managers, officers, employees, working pupils, apprentices, consultants, contractors, part-time and fixed-term employees, casual and agency staff and volunteers (collectively referred to as staff in this policy).
- 2.2** The policy statement set out above applies equally to the treatment of our visitors, guests, clients, contractors and suppliers by our staff as well as the treatment of our staff by these third parties.
- 2.3** This policy also applies to work functions which take place both inside or outside of the workplace, whether or not these are during normal working hours, and in certain circumstances "off duty" conduct. However, as no policy can properly accommodate for all possible circumstances, this policy should be seen as creating guidelines only.

3 RESPONSIBILITIES

- 3.1** All staff are expected to familiarise themselves with this policy and act in accordance with its aims and objectives. In particular, all staff are also required to report any incident or behaviour which contravenes this policy to avoid indirectly supporting unfair treatment or discrimination by ignoring what is happening around them.
- 3.2** Failure to comply with our Equal Opportunities policy or to co-operate with its effective operation is a disciplinary offence which may lead to disciplinary action being taken against the perpetrator.

4 FORMS OF DISCRIMINATION AND PART-TIME/FIXED-TERM EMPLOYEES

- 4.1** Discrimination may be direct or indirect and it may occur intentionally or unintentionally.
- 4.2** Direct discrimination occurs when someone is treated less favourably because of one or more of the Protected Characteristics set out in paragraph 1.1 above. For example, rejecting an applicant because of their race, as it is considered they would not 'fit in', would be direct discrimination.
- 4.3** Indirect discrimination occurs when someone is subject to an unjustified provision, criterion or practice which puts them at a particular disadvantage because of one of the Protected Characteristics set out in paragraph 1.1 above. For example, a height requirement would eliminate proportionately more women than men. If this criterion could not be objectively justified, it would be indirectly discriminatory on the grounds of sex.
- 4.4** Disability discrimination 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.
- 4.5** Discrimination also includes victimisation which is retaliation against someone who has complained about discrimination or harassment (or supported a colleague with their complaint about discrimination or harassment) and harassment which is detailed in our Anti-Bullying and Harassment Policy.
- 4.6** 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.

5 COMPLAINTS AND DISCIPLINARY ACTION

- 5.1** If you believe that you have been discriminated against or victimised, you are encouraged to raise the matter through our Anti-Harassment and Bullying Policy.
- 5.2** Every complaint will be investigated and dealt with sympathetically, without bias and as quickly as is practicable. We recognise that some employees may prefer not to have their names used in any investigation and/or disciplinary hearing. Whilst we will try to accommodate such requests, if we are unable to refer to names, it may hinder our ability to fully investigate the complaint. This in turn may limit the extent to which we can pursue the complaint and/or take action against the perpetrator. Please also note that if you raise a complaint about the behaviour of someone which we consider to be sufficiently serious, we have a duty to investigate and deal with the complaint even if you do not wish to pursue it further.
- 5.3** Every effort will be made to ensure that individuals who make a complaint in good faith will not suffer any detriment or victimisation as a result.

ANTI-BULLYING AND HARASSMENT POLICY

1 OVERVIEW

- 1.1** We are 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 at competitions or at work-related events or social functions. It covers bullying and harassment by staff (which may include working pupils, workers, consultants, contractors and agency workers) and also by third parties, such as clients, suppliers or visitors to our premises.
- 1.3** This policy covers all employees, apprentices, working pupils, officers, directors, consultants, contractors, volunteers, casual workers and agency workers (collectively referred to as staff in this policy).
- 1.4** Staff should report any instances of harassment or bullying of which they become aware to their line manager.

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 be related to a "Protected Characteristic". Harassment is unacceptable even if it does not fall within any of these categories.
- 2.4** Harassment may include, for example:
 - 2.4.1** abusive language and jokes;
 - 2.4.2** name calling;
 - 2.4.3** lewd and/or unwelcome comments about your own or another's appearance;
 - 2.4.4** physical threats, assault, or insulting behaviour or gestures;
 - 2.4.5** open hostility towards workers of a particular group including organised hostility in the

workplace;

- 2.4.6** exclusion from normal work conversation or social events;
 - 2.4.7** unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
 - 2.4.8** continued suggestions for social activity after it has been made clear that such suggestions are unwelcome;
 - 2.4.9** sending or displaying material that some people may find offensive (including e-mails, text messages, video clips and images sent by mobile phone or posted on the internet);
 - 2.4.10** unwelcome advances or behaviour (which the harasser may perceive as harmless);
 - 2.4.11** racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group or gender;
 - 2.4.12** the display or circulation of offensive written or visual material including emails, text messages, social media content, video clips and photographs taken or sent using mobile phones or via the internet;
 - 2.4.13** outing or threatening to out someone as gay or lesbian; or
 - 2.4.14** mocking, mimicking or belittling a person's disability.
- 2.5** This list is not intended to be exhaustive. It is a guide to help all staff to identify behaviour that is not acceptable and each incident of harassment will be viewed on its individual facts.
- 2.6** 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.
- 2.7** Harassment may be open or covert, direct or indirect, an isolated incident or a series of repeated actions. It may also include, in certain circumstances, conduct outside of work.
- 2.8** It is not the intention of the perpetrator which defines whether a particular type of conduct is harassment but the effect it has on the recipient. Accordingly, it will not necessarily be a defence that such incidents consist of words or behaviour which might be claimed to be "commonplace", intended as a joke or not intended to be offensive.

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:

- 3.2.1 physical or psychological threats;
- 3.2.2 overbearing and intimidating levels of supervision; or
- 3.2.3 inappropriate derogatory remarks about someone's performance.
- 3.3 Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, imposing reasonable pressures to perform to an acceptable level or reasonable instructions given to workers in the course of their employment will not amount to bullying on their own.

4 ZERO TOLERANCE

Harassment or bullying will not be tolerated under any circumstances. An employee who harasses or bullies another employee, worker or client will be subject to our Disciplinary Policy and Procedure. In serious cases, such behaviour may constitute gross misconduct and result in summary dismissal.

5 IF YOU ARE BEING HARASSED OR BULLIED: INFORMAL STEPS

- 5.1 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, who can provide confidential advice and assistance in resolving the issue formally or informally.
- 5.2 If informal steps are not appropriate, or have been unsuccessful, you should follow the formal procedure set out below.

6 RAISING A FORMAL COMPLAINT

- 6.1 If you wish to make a formal complaint about bullying or harassment, you should submit it in writing to your Line Manager, whose role is to achieve a solution wherever possible and to respect the confidentiality of all concerned. If the matter concerns that person, you should refer it to your Employer.
- 6.2 Your written complaint should set out full details of the conduct in question, including the name of the harasser or bully, the nature of the harassment or bullying, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.

7 FORMAL INVESTIGATIONS

- 7.1 We will investigate complaints in a timely and confidential manner. Individuals not involved in the complaint or the investigation should not be told about it. The investigation will be conducted by someone with no prior involvement in the complaint. The investigation should be thorough, impartial and objective and carried out with sensitivity and due respect for the rights of all parties concerned.
- 7.2 We will arrange a meeting with you, usually within one week of receiving your complaint, so that you can give your account of events. You have the right to be accompanied by a

colleague or a agreed representative of your choice, who must respect the confidentiality of the investigation. The investigator should arrange further meetings with you as appropriate throughout the investigation.

- 7.3** Where your complaint is about an employee, we may consider suspending them on full pay or making other temporary changes to working arrangements pending the outcome of the investigation, if circumstances require. The investigator will also meet with the alleged harasser or bully, who may also be accompanied by a colleague or agreed representative of their choice, to hear their account of events. They have a right to be told the details of the allegations against them, so that they can respond.
- 7.4** Where your complaint is about someone other than an employee, such as a client, contractor, supplier or visitor, we will consider what action may be appropriate to protect you and anyone involved pending the outcome of the investigation, bearing in mind the reasonable needs of the business and the rights of that person. Where appropriate, we should attempt to discuss the matter with the third party.
- 7.5** We will also seriously consider any request that you make for changes to your own working arrangements during the investigation. For example, you may ask for changes to your duties or working hours so as to avoid or minimise contact with the alleged harasser or bully.
- 7.6** It may be necessary to interview witnesses to any of the incidents mentioned in your complaint. If so, the importance of confidentiality should be emphasised to them.
- 7.7** At the end of the investigation, the investigator should submit a report to an appropriate person nominated to consider the complaint. They should arrange a meeting with you, usually within a week of receiving the report, in order to discuss the outcome and what action, if any, should be taken. You have the right to bring a colleague or a agreed representative to the meeting. Where appropriate, a copy of the report and the findings will be given to you and to the alleged harasser.

8 ACTION FOLLOWING THE INVESTIGATION

- 8.1** If we consider that harassment or bullying has occurred, prompt action will be taken to address it.
- 8.2** Where the harasser or bully is an employee, the matter should be dealt with as a case of possible misconduct or gross misconduct under our Disciplinary Policy and Procedure. If the harasser or bully is a third party, such as a client or other visitor, we will consider what action would be appropriate to deal with the problem.
- 8.3** Whether or not your complaint is upheld, we will consider how best to manage the on-going working relationship between you and the person concerned. It may be appropriate to arrange some form of mediation and/or counselling or to change the duties, working location or reporting lines of one or both parties.
- 8.4** Any staff member who deliberately provides false information or otherwise acts in bad faith as part of an investigation may be subject to action under our Disciplinary Policy and Procedure.

9 APPEALS

- 9.1** If you are not satisfied with the outcome you may appeal in writing to the "Appeal Chair", stating your full grounds of appeal, within 7 days of the date on which the decision was sent or given to you.
- 9.2** We will hold an appeal meeting, normally within 7 days of receiving your written appeal. This will be dealt with impartially by the Appeal Chair who has not previously been involved in the case (although they may ask anyone previously involved to be present). You may bring a colleague or agreed representative to the meeting.
- 9.3** We will confirm our final decision in writing, usually within 7 days of the appeal hearing. This is the end of the procedure and there is no further appeal.

10 PROTECTION AND SUPPORT FOR THOSE INVOLVED

- 10.1** 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 Policy and Procedure.
- 10.2** If you believe you have suffered any such treatment you should inform your Line Manager. If the matter is not remedied you should raise it formally using our Grievance Policy and Procedure or this procedure if appropriate.

11 CONFIDENTIALITY AND RECORD KEEPING

- 11.1** Confidentiality is an important part of the procedures provided under this policy. 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. Breach of confidentiality may give rise to disciplinary action under our Disciplinary Policy and Procedure.
- 11.2** 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.

SEXUAL HARASSMENT POLICY

1 OVERVIEW

- 1.1** We are committed to providing a working environment free from harassment and bullying and ensuring all staff are treated, and treat others, with dignity and respect. This policy covers sexual harassment which occurs at work and out of the workplace, such as at competitions or at work-related events or social functions. It covers sexual harassment by staff (which may include working pupils, workers, consultants, contractors and agency workers) and also by third parties, such as clients, suppliers or visitors to our premises.
- 1.2** This policy covers all employees, apprentices, working pupils, officers, directors, consultants, contractors, volunteers, casual workers and agency workers (collectively referred to as staff in this policy). Staff should report any instances of sexual harassment of which they become aware to their line manager.

2 WHAT IS SEXUAL HARASSMENT?

- 2.1** Sexual harassment is unlawful under the Equality Act 2010 ('the Act'). It is also unlawful to treat someone less favourably because they have either submitted a complaint of sexual harassment or have rejected such behaviour. The Act defines sexual harassment as unwanted conduct of a sexual nature that violates an individual's dignity or creates an intimidating, hostile, degrading, humiliating, or offensive environment. Conduct 'of a sexual nature' includes a wide range of behaviour, such as:
- sexual comments or jokes
 - displaying sexually graphic pictures, posters or photographs
 - suggestive looks, staring or leering
 - propositions and sexual advances
 - making promises in return for sexual favours
 - sexual gestures
 - intrusive questions about a person's private or sex life or a person discussing their own sex life
 - sexual posts or contact on social media
 - spreading sexual rumours about a person
 - sending sexually explicit emails or text messages
 - unwelcome touching, hugging, massaging or kissing
- 2.2** Sexual harassment can happen to men, women and people of any gender identity or sexual orientation. It can be carried out by anyone of the same sex, a different sex or anyone of any gender identity.
- 2.3** Sexual interaction that is invited, mutual or consensual is not sexual harassment because it is not unwanted. However, sexual conduct that has been welcomed in the past can become unwanted.

3 ZERO TOLERANCE

- 3.1** Sexual Harassment will not be tolerated under any circumstances. An employee who harasses another employee, worker or client will be subject to our Disciplinary Policy and Procedure. In serious cases, such behaviour may constitute gross misconduct and result in summary dismissal.

4 IF YOU ARE BEING SEXUALLY HARASSED: INFORMAL STEPS

- 4.1** If you are being harassed, 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, who can provide confidential advice and assistance in resolving the issue formally or informally.
- 4.2** If informal steps are not appropriate, or have been unsuccessful, you should follow the formal procedure set out below.

5 RAISING A FORMAL COMPLAINT

- 5.1** If you wish to make a formal complaint about sexual harassment, you should submit it in writing to your Line Manager, whose role is to achieve a solution wherever possible and to respect the confidentiality of all concerned. If the matter concerns that person, you should refer it to your Employer.
- 5.2** Your written complaint should set out full details of the conduct in question, including the name of the harasser, the nature of the harassment, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.

6 FORMAL INVESTIGATIONS

- 6.1** We will investigate complaints in a timely and confidential manner. Individuals not involved in the complaint or the investigation should not be told about it. The investigation will be conducted by someone with no prior involvement in the complaint. The investigation should be thorough, impartial and objective and carried out with sensitivity and due respect for the rights of all parties concerned.
- 6.2** We will arrange a meeting with you, usually within one week of receiving your complaint, so that you can give your account of events. You have the right to be accompanied by a colleague or an agreed representative of your choice, who must respect the confidentiality of the investigation. The investigator should arrange further meetings with you as appropriate throughout the investigation.
- 6.3** Where your complaint is about an employee, we may consider suspending them on full pay or making other temporary changes to working arrangements pending the outcome of the investigation, if circumstances require. The investigator will also meet with the alleged harasser, who may also be accompanied by a colleague or agreed representative of their choice, to hear their account of events. They have a right to be told the details of the allegations against them, so that they can respond.

- 6.4** Where your complaint is about someone other than an employee, such as a client, contractor, supplier or visitor, we will consider what action may be appropriate to protect you and anyone involved pending the outcome of the investigation, bearing in mind the reasonable needs of the business and the rights of that person. Where appropriate, we should attempt to discuss the matter with the third party.
- 6.5** We will also seriously consider any request that you make for changes to your own working arrangements during the investigation. For example, you may ask for changes to your duties or working hours so as to avoid or minimise contact with the alleged harasser or bully.
- 6.6** It may be necessary to interview witnesses to any of the incidents mentioned in your complaint. If so, the importance of confidentiality should be emphasised to them.
- 6.7** At the end of the investigation, the investigator should submit a report to an appropriate person nominated to consider the complaint. They should arrange a meeting with you, usually within a week of receiving the report, in order to discuss the outcome and what action, if any, should be taken. You have the right to bring a colleague or an agreed representative to the meeting. Where appropriate, a copy of the report and the findings will be given to you and to the alleged harasser.

7 ACTION FOLLOWING THE INVESTIGATION

- 7.1** If we consider that harassment has occurred, prompt action will be taken to address it.
- 7.2** Where the harasser or bully is an employee, the matter should be dealt with as a case of possible misconduct or gross misconduct under our Disciplinary Policy and Procedure. If the harasser is a third party, such as a client or other visitor, we will consider what action would be appropriate to deal with the problem. Sexual harassment may also lead to a criminal investigation being instigated into the actions of an employee or third party.
- 7.3** Whether or not your complaint is upheld, we will consider how best to manage the ongoing working relationship between you and the person concerned. It may be appropriate to arrange some form of mediation and/or counselling or to change the duties, working location or reporting lines of one or both parties.
- 7.4** Any staff member who deliberately provides false information or otherwise acts in bad faith as part of an investigation may be subject to action under our Disciplinary Policy and Procedure.

8 APPEALS

- 8.1** If you are not satisfied with the outcome you may appeal in writing to the "Appeal Chair", stating your full grounds of appeal, within 7 days of the date on which the decision was sent or given to you.
- 8.2** We will hold an appeal meeting, normally within 7 days of receiving your written appeal. This will be dealt with impartially by the Appeal Chair who has not previously been involved in the case (although they may ask anyone previously involved to be present). You may bring a colleague or agreed representative to the meeting.

- 8.3** We will confirm our final decision in writing, usually within 7 days of the appeal hearing. This is the end of the procedure and there is no further appeal.

9 PROTECTION AND SUPPORT FOR THOSE INVOLVED

- 9.1** 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 Policy and Procedure.
- 9.2** If you believe you have suffered any such treatment you should inform your Line Manager. If the matter is not remedied you should raise it formally using our Grievance Policy and Procedure or this procedure if appropriate.

10 CONFIDENTIALITY AND RECORD KEEPING

- 10.1** Confidentiality is an important part of the procedures provided under this policy. 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. Breach of confidentiality may give rise to disciplinary action under our Disciplinary Policy and Procedure.
- 10.2** 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.

ABSENCE MANAGEMENT PROCEDURE

1 OVERVIEW

All employees are covered by our procedure for timekeeping, reporting and managing absences and sick pay. Self-employed contractors and agency workers are not covered. This procedure does not cover holidays.

2 INTRODUCTION

- 2.1** Our success depends upon the commitment and contribution of our employees and, therefore, we recognise that fair and effective employment policies are essential. This absence procedure is designed to be of benefit to all employees and to ensure that we take a fair and consistent approach to dealing with employee absences.
- 2.2** We recognise that there are times when you become genuinely ill or are unable to attend work. We do not expect anyone to come to work when they are clearly unfit to do so. Each case of sickness absence will be considered on an individual basis in a fair and consistent manner. Long-term sickness absence, with an underlying medical condition, will be handled differently to frequent and persistent short-term absences.
- 2.3** The reporting procedures detailed in this section enable us to monitor absences, identify any problems and ensure that you are paid correctly during any period of absence. It also helps us to make any necessary arrangements for cover.

3 RESPONSIBILITIES UNDER THIS PROCEDURE

- 3.1** Employees have a responsibility to:
 - 3.1.1** arrive for work sufficiently early so as to be able to start work on time and leave work at the required finish time;
 - 3.1.2** ensure they are able to attend work and carry out their duties;
 - 3.1.3** ensure that any absence from work is authorised;
 - 3.1.4** follow the sickness notification procedures and submit any required certification(s) of sickness;
 - 3.1.5** consent to and make all reasonable efforts to attend medical practitioners appointments, appointed by the Employer and adhere to the advice given; and
 - 3.1.6** make all reasonable efforts to attend any absence management meetings.

4 TIMEKEEPING

- 4.1** Your normal hours of work are defined in your Contract. You are responsible for ensuring you arrive at work sufficiently early to be ready to commence work at your official starting time.
- 4.2** In accordance with your defined working arrangements, persistent lateness or leaving early will be considered to be a serious breach of your Contract.
- 4.3** Should you fail to attend work in accordance with the defined working arrangements set out in your Contract (or as notified to you) or are late attending work or leaving early (whether frequent or otherwise) without prior warning, this will be dealt with in accordance with our Disciplinary Policy and Procedure.

5 TIME OFF FOR MEDICAL APPOINTMENTS

- 5.1** We expect you to make every effort to arrange hospital, doctor, dentist and other medical appointments outside of normal working arrangements.

Employees are permitted, with prior permission from their Line Manager, to attend medical appointments. We will not normally pay you for this time. However, you can ask us to treat this type of time off as paid holiday which must be requested and authorised in advance in the usual way. Alternatively, you may request to make the time up at another point, where reasonable to do so.

- 5.2** You will be required to submit proof of the appointment time if the appointment is during normal working arrangements. You should try to ensure, wherever possible, that the appointment causes as little disruption as possible i.e. is at the beginning or end of the working day.
- 5.3** Medical appointments relating to pregnancy are treated differently. You have the right to take reasonable time off to attend antenatal appointments on full pay during your pregnancy.

6 UNACCEPTABLE LEVELS OF NON-ATTENDANCE

- 6.1** We will investigate non-attendance where levels reflect any of the following:

6.1.1 any unauthorised absence; or

6.1.2 three instances of lateness in one calendar month.

- 6.2** You must speak to your Line Manager, unless you are medically unfit to do so, in which case you can ask someone else to make contact for you.

7 IF YOU ARE SICK OR INJURED

- 7.1** If you are sick or have suffered an injury, you should let your Line Manager know as soon as possible that you will be absent on the working day on which the absence first occurs.
- 7.2** In order to assess the impact of your absence, you (or someone calling on your behalf)

should give the following information when reporting sickness absences:

- 7.2.1** name;
 - 7.2.2** reason for sickness absence;
 - 7.2.3** anticipated duration of sickness absence; and
 - 7.2.4** anticipated date of return to work.
- 7.3** If, due to the nature of your illness or injury, you are not able to personally inform your Line Manager of your condition, someone acting on your behalf must do so in accordance with this procedure. Text messages, emails or social media messages are not acceptable.
- 7.4** You should not leave a message with a fellow worker as it is your responsibility to notify your Line Manager of your absence.

8 EVIDENCE OF SICKNESS OR INJURY

- 8.1** If your period of absence (including leave days, weekends and bank holidays) lasts for 7 days or less, you must complete a Sickness Self-Certification Form (to be obtained from your Line Manager) on your return to work. This must be countersigned by your Line Manager.
- 8.2** If your period of absence lasts for more than 7 consecutive days or you are sick whilst on annual leave:
- 8.2.1** you must still complete a Sickness Self-Certification Form in respect of the first 7 days of absence and send it to your Line Manager;
 - 8.2.2** as soon as you know that you will be absent for more than 7 days, or you are sick whilst on annual leave, you should get a medical certificate (known as a MED3 or "Fit Note"), from your doctor, or other authorised medical practitioner, which must be sent to your Line Manager as soon as possible, marked "Private and Confidential". Failure to do so may result in absence being classed as unauthorised leave and as such will be unpaid, unless exceptional circumstances can be proven. In relation to failure to provide a fit note in respect of sickness whilst on annual leave, you may be prevented from re-booking annual leave equivalent to the number of days you were sick;
 - 8.2.3** in certain circumstances, you may be required to produce a medical certificate for absences of 1-7 days. For example, where more than three periods of self-certificated absence occur in any 12 month period or where you have been sick during or after a booked holiday. Any expense incurred will be reimbursed by the employer upon production of a receipt.
- 8.3** If you are signed off by a medical practitioner as "not fit for work" then you must not attend work under any circumstances. If you present yourself for work, you will be sent home.
- 8.4** It is your responsibility to keep us advised of the circumstances which are preventing you from attending work and of your likely return date.

- 8.5** Where the absence lasts more than one week, you are required to report on your condition on a weekly basis.
- 8.6** You are responsible for ensuring that a current fit note covers the whole period of your absence. If it is likely that further certificates will be required, an appointment should be made well in advance to ensure fit notes are not late.
- 8.7** You should keep your Line Manager fully informed of your progress and the likely date of your return to work. Your Line Manager will usually advise you of how often you need to call with an update on your recovery/condition. However, unless agreed otherwise, the general rule is that you inform your Line Manager of your progress at least once a week.
- 8.8** For health and safety reasons we may require you to remain off work for a longer period if we are not satisfied that you are fit to return or your condition might contravene Health & Safety regulations. If this is the case we will discuss this with you.
- 8.9** If you fail to comply with this reporting and certification procedure, without good reason, you may not qualify to receive statutory sick pay. Failure to follow this procedure may lead to disciplinary action being taken in accordance with our Disciplinary Policy and Procedure.

9 SICKNESS WHILST AT WORK

If you become ill whilst at work, you must consult your Line Manager before leaving the premises. Your Line Manager will ensure you are able to get home safely, arrange for appropriate transport and for you to be accompanied if necessary.

10 CONTACT WHILST OFF SICK

We may also contact you to ask for updates or to ask work questions where we cannot get the information in any other way. Although we will not contact you for work issues if you have said that you do not want to be contacted, unless it is particularly important.

11 CONDUCT DURING SICKNESS ABSENCE

- 11.1** If you have to take time off work due to sickness or injury, you are expected to do everything you can to ensure a speedy return to work and comply with the advice of any medical practitioner. We expect you to act sensibly and honestly during any period of sickness and would not, in normal circumstances, expect you to behave in any way which suggests that you are fit for work, and in particular:
- 11.1.1** participate in any sports, hobbies or social activities which are in any way inconsistent with the illness or injury or which could aggravate or delay your recovery; or
- 11.1.2** undertake any other employment or work, whether paid or unpaid. This could result in disciplinary action, including dismissal without notice.
- 11.2** Failure to observe the above may lead to disciplinary action being taken in accordance with our Disciplinary Policy and Procedure.

12 PAYMENT FOR SICKNESS OR INJURY

- 12.1** Any entitlement to sick pay will be detailed in your Contract.
- 12.2** Provided that you comply with the relevant statutory rules and the rules relating to notification and evidence of illness, we will pay Statutory Sick Pay ("SSP") if you are unable to perform your duties because of illness.
- 12.3** Statutory Sick Pay (SSP) is paid instead of your salary, usually starts on the fourth day you are off work and can be paid for up to 28 weeks. If you are entitled to SSP under the statutory requirements, it will be taxed and NI contributions will be deducted. In addition, any voluntary deductions will also be made. Payment is dependent on your following the absence reporting procedure in paragraph 7.
- 12.4** SSP will only be paid to you if you are genuinely ill and your illness prevents you from doing any work that you are employed to do or that we could reasonably expect you to do. We reserve the right to investigate the reasons for your absence before making payment of SSP.

13 CONFIDENTIALITY

Information about your health, including completed self-certification forms, fit notes, medical reports and internal records are personal data and will be processed in accordance with the data protection legislation. Line Managers will only have access to information about your health, including information about your current or future fitness to work, to the extent that it is necessary to undertake their management responsibilities.

14 MEDICAL REPORTS

- 14.1** You should inform us of any health issues or changes to your health that affect or may affect you at work.
- 14.2** If, at any point during your employment, we have any concerns about your health or your ability to perform your duties, we may ask you to provide information about your medical history. This information must be provided promptly and be accurate to the best of your knowledge.
- 14.3** In addition, we may require you to undergo a medical examination or consultation should we have concerns about your health and/or your ability to perform your job. It may be necessary to discuss the outcome of the report with yourself and a doctor/Occupational Health Provider as necessary.
- 14.4** All medical records or reports will be held on your personnel file and will be handled with the strictest of confidence.

15 RETURNING TO WORK

- 15.1** If you receive a fit note or doctor's certificate saying that you may be fit to return to work, you must let your Line Manager know straight away.
- 15.2** We may ask you to come to a return-to-work interview after you have been off work due to sickness or injury. At the interview, we will discuss why you were off work, check you are fit to return and consider any advice from your doctor.

15.3 Occasionally people say they are fit to return and we do not agree. If we do not think you are fit to return to work, even if you tell us that you are, we might obtain our own medical evidence.

16 SHORT-TERM ABSENCE

16.1 We are committed to measuring absence levels amongst all of our employees. We distinguish between absence due to a long-term illness and short-term absence. Short, frequent and usually unplanned absences are more disruptive than longer absences. Employees who are frequently absent on short-term sick leave, even if only for a day or two at a time, can create serious operational difficulties for us. Such absences make it difficult for managers to plan workloads effectively and put additional pressure on colleagues.

16.2 It is important that employee absence is managed appropriately and effectively but also consistently. For this reason we feel a formal procedure is essential to monitor and manage persistent short-term absence. In order that we can take positive measures to support any employee with unacceptable sickness absences, we have introduced a system which will monitor trends and levels of absence and may trigger an appropriate welfare or management response.

16.3 We will monitor all sickness absence and take action if an individual's sickness level has triggered the criteria for further action.

16.4 You will be considered under all stages of this procedure to have a level of absence that requires a response where, upon return to work, your absence in the preceding period falls into any of the following:

16.4.1 any three separate absences in the previous rolling six months;

16.4.2 any four separate absences in the previous rolling 12 months;

16.4.3 a period equal to eight days self-certified absence in the previous rolling 12 months;

16.4.4 a mixture or pattern, of either long or short-term absences, that give cause for concern, e.g. predominately on Mondays, Fridays, prior to, during or after leave, or weeks off for what may normally be considered minor ailments; or

16.4.5 non-compliance of your responsibilities under this Absence Management Policy and Procedure and/or repeated failure to attend occupational health appointments.

16.5 Maternity, disability, work injury related sickness absence or absence related to contact with an infectious disease will be discounted when considering whether you have triggered a response under the above points.

16.6 We will take into account all the personal circumstances of each case that have triggered the response when deciding what action to take. Consideration will be given to the frequency, duration and reason for the absence and any concerns will be discussed at the return to work interview.

16.7 We reserve the right to refer you to an Occupational Health Provider in order to establish

if there is any underlying reason for the absence, establish if it is work-related or to seek further advice from an Occupational Health Adviser.

16.8 Where appropriate, we may ask you to consent to a medical report being requested by an Occupational Health Provider from your GP in relation to the condition that has caused your absence. This will only be done with your express permission. This request will be made to ensure that we are fully informed of all the circumstances relating to the sickness absence prior to taking any action. Any such request will be made in line with the appropriate provisions of the Access to Medical Reports Act 1988 and we will bear the cost of the provision of such a report.

16.9 If any such report fails to show any underlying cause for the absences or, if following a full investigation, there is reason to believe that the Absence Management Policy has been abused, the matter may be dealt with in accordance with our Disciplinary Policy and Procedure.

17 IF YOU ARE OFF WORK LONG-TERM

17.1 We may have to take formal steps if you are off work sick long-term.

17.2 What we will do depends on why you are off work. We may want to talk informally with you (and we may get medical evidence so that we can better understand your situation). We may want formal meetings to review your absence in more detail and to explore whether we need to make reasonable adjustments to help you either return to work or to work for longer periods.

17.3 If we want medical evidence, we will usually ask you to be examined by an occupational health expert or another specialist of our choice. We will pay for this and all reports will be kept confidential. We will ask for your consent for us to have full access to medical reports and to discuss the contents with the relevant medical practitioner. You do not have to consent but if you do not, we will make decisions based on existing medical and other information. We will consider making reasonable adjustments to your role and/or work space if you are found to have a disability.

We understand that this process is difficult and upsetting if you suffer from a serious health condition and you might feel as if you are being pressured into returning to work before you are ready. We do not want to make you feel that way and we want to treat you fairly. However, no business can continue employing people indefinitely if they are not able to work. We feel it is better to keep you fully informed of our thought processes and will ensure that we communicate openly with you about any potential outcomes. Sometimes, this may result in the termination of your employment. However, we will ensure that all other options are fully considered before reaching any decision resulting in dismissal.

18 THE PROCEDURE FOR MANAGING ABSENCE

18.1 We will write to you before we hold a formal meeting and explain when, where, and why it is taking place. You must let us know as soon as possible if you cannot attend and we will try to find a mutually acceptable alternative date.

18.2 At the meeting, we will want to discuss why you are off work, how long you expect to

remain off work and whether you are likely to be off work for the same reason in the future. We will also review the medical evidence, whether further reports are needed and if there is anything we can do to help improve your health and/or make it easier for you to attend work. If you have been off work long-term, we may suggest you take part in a return-to-work program. If you are persistently absent, we may set you targets to improve your attendance against a deadline. We may warn you that you may face dismissal if your attendance does not improve.

- 18.3** Should you be unable to return to work or you fail to meet the deadline set for improved attendance, you will be asked to attend another meeting. Our aim at this meeting will be to find out if the situation is likely to improve. If it seems to us that you are either unlikely to return to work or your attendance will not improve in the short-term, we may decide to issue you with notice of dismissal. Before doing so, we will also explore redeploying you (if there are any suitable roles available) and we will consider any other issues you want to discuss.
- 18.4** You may face action under the disciplinary procedure if we conclude that you are not off work for a medical condition and you are unable to offer any other satisfactory explanation and/or have falsely claimed sick pay. This may lead to your dismissal for misconduct or gross misconduct.

YOUR RIGHT TO APPEAL

- 18.5** You have the right to appeal if we terminate your contract of employment on the grounds of your long-term absence. To do this, you need to respond within 5 calendar days of being advised that your Contract has been terminated by writing directly to whoever is named in the letter you received. In your response to that letter, you must explain exactly why you are appealing.
- 18.6** Wherever possible, the appeal hearing meeting will not be led by the manager who took the decision to dismiss you. The final decision will be sent to you in writing and we will do this within 10 calendar days of the appeal hearing. You do not have any further right to appeal against the termination of your Contract.
- 18.7** An appeal may result in the original decision being upheld or overturned. You will be informed of the outcome of the appeal in writing.

YOUR RIGHT TO BE ACCOMPANIED

- 18.8** You have the right to take a fellow worker or a agreed representative with you to any formal meeting called under this procedure, including the appeal meeting. You should tell us as soon as possible who will accompany you and it is your responsibility to arrange for them to attend. If you choose a fellow worker, we will not prevent them from attending, but we may rearrange the meeting if their absence from work causes operational problems.
- 18.9** Your fellow worker or agreed representative can, if this is your preference, explain the key points of your case to the meeting. You can also confer with them during the meetings. They must not however answer questions put directly to you or try to prevent us asking questions or outlining our arguments.

PERFORMANCE IMPROVEMENT POLICY

1 OVERVIEW

- 1.1** We recognise that during your employment your capability to carry out your duties may change. This can be for a number of reasons, the most common ones being that either the job changes over a period of time or you change and can no longer cope with the work/feel motivated by the work. We will deal with any poor performance issues that exist under this policy.
- 1.2** This policy applies to all employees. It does not apply to self-employed contractors, workers, and agency workers.

2 INFORMAL DISCUSSIONS AND FORMAL INVESTIGATION

- 2.1** If we have any concerns about your performance, we will normally work with you to help improve it informally first. This may include providing you with training, meeting with you and monitoring your performance.
- 2.2** Before taking formal action, we will carry out an investigation. The nature of this will vary but it may include looking at your performance review records/appraisals, some of your work and other relevant documents. It will usually also involve speaking to you and your manager.

3 YOUR RIGHT TO BE ACCOMPANIED

- 3.1** You are entitled to be accompanied by a colleague or agreed representative at any meeting called under this policy where there is the potential for you to face a formal warning, or dismissal, as a result of that meeting. This right does not extend to any investigation meetings which lead up to a formal performance improvement meeting.
- 3.2** Your colleague or agreed representative can, if this is your preference, explain the key points of your case to the meeting. You can also confer with them during the meetings. They must not, however, answer questions put directly to you or try to prevent us asking questions or outlining our arguments.

4 HOW WE CARRY OUT FORMAL PERFORMANCE IMPROVEMENT MEETINGS

- 4.1** If we decide after the investigation to take formal action regarding your performance, or need to take further action following a review period, we will write to you to tell you:
- 4.1.1** the details of the concerns we have with your performance; and
- 4.1.2** the possible consequences.

We will usually include copies of any relevant documents.

- 4.2** You are entitled to bring a companion with you to the meeting - see above at paragraph 3 for details of what they can and cannot do.
- 4.3** We will go through all the details at the meeting so that you fully understand our concerns with your performance and the standards of performance we need you to meet.
- 4.4** We would like to understand any reasons for your poor performance. If you consider that a medical condition or personal issues are affecting your performance, please tell us so that we can (where appropriate) take medical advice and consider any reasonable adjustments.
- 4.5** We will give you the time you need to respond to the concerns raised and to present your case. We will also give you the opportunity to question us, present your own evidence and respond to evidence we have put forward. If there are any questions you want us to put to any witness, please tell us and (unless there is a good reason not to) we will make sure they are asked.
- 4.6** We will discuss with you the targets for improvement that we need you to meet and the timescale for that improvement. We will also let you know of any support we will provide (such as training or supervision) to help you.
- 4.7** If we decide at any point during the process that no further action will be taken, we will inform you of that.

5 PERFORMANCE IMPROVEMENT PLAN

- 5.1** If further improvement is required, we will send you a performance improvement plan following the performance improvement meeting. We will do this within two weeks of the meeting. It will include:
 - 5.1.1** a description of the performance you need to improve;
 - 5.1.2** your targets and timescales for improvement;
 - 5.1.3** the monitoring we will do and training, supervision and/or other help we will provide;
 - 5.1.4** the date when we will review your performance; and
 - 5.1.5** the possible consequences of a failure to improve during the relevant timescale or of additional poor performance in other areas.

6 PERFORMANCE IMPROVEMENT STAGES

- 6.1** There are usually three stages of our policy for dealing with cases of poor performance capability, although we may vary this depending on the circumstances:
 - 6.1.1** first performance improvement meeting, followed by the issue of a first performance improvement plan; and

- 6.1.2** second performance improvement meeting, followed by the issue of a final performance improvement plan. A first or final written warning may be issued at this stage depending on the circumstances, which will remain on file for a period of 6 months.
- 6.1.3** Final performance improvement meeting. If satisfactory improvements to performance have not been made then this meeting may result in further sanctions up to, and including, your dismissal.
- 6.2** Your performance will be monitored at each stage of the process and assessed at the end of the review period. If your performance has improved to a satisfactory standard, no further action will be taken. If substantial improvement has been made but it still falls short of the required standard, the review period may be extended. If your performance has not improved to a satisfactory level, you will be invited to another performance improvement meeting at the next stage of this policy.
- 6.3** If your poor performance is serious and the facts warrant it, we may skip a stage of the procedure. For example, for serious poor performance we may move straight to a final performance improvement meeting. If you are grossly negligent, such that we could dismiss you without any written warnings, we may move straight to the meeting in paragraph 7 below to consider your dismissal. If any poor performance is due to a refusal to work to acceptable standards (rather than difficulties doing it), we may use our Disciplinary Policy and Procedure.

7 DISMISSAL FOR POOR PERFORMANCE

- 7.1** If there is an active final written warning for performance/capability in place and your performance has not improved to the required standard during the review period or your performance has been grossly negligent, you may be invited to a meeting, in accordance with paragraphs 3 above, following which you could be dismissed for capability.
- 7.2** Before dismissing you, we will consider whether you are likely to improve significantly within a reasonable time. We may also explore other actions short of dismissal. These may include deploying you to a different role, demoting you and/or extending your final performance improvement review period.
- 7.3** The decision following this meeting will be sent to you in writing. We will do this within two weeks of the meeting.

8 YOUR RIGHT TO APPEAL

- 8.1** You may appeal against any formal action taken in accordance with this policy, such as written warnings, redeployment or demotion, and also in the event of your dismissal. To do this, you need to write to us within a week of being sent the notice or letter, explaining exactly why you are appealing.
- 8.2** We will invite you to an appeal meeting. Wherever possible, the appeal meeting will not be led by the manager who held the meeting at which we decided what action to take. You may be accompanied by a agreed representative or work colleague, in line with the process outlined in paragraph 3 above.
- 8.3** The final decision will be sent to you in writing. We will do this within two weeks of the

appeal meeting. You do not have any further right to appeal against that particular decision or stage of the process.

DISCIPLINARY POLICY AND PROCEDURE

1 OVERVIEW

We look for and expect a high standard of conduct from all of our employees. Most conduct issues can be dealt with quickly and informally by your Line Manager who will make you aware of the standards expected and any improvements required. However, if an informal approach is inappropriate, either because it has already been ineffective or because the alleged offence is considered to be more serious, it will be necessary to follow the formal policy and procedure set out below.

2 PRINCIPLES

- 2.1** We aim to provide a framework within which managers can work with employees to maintain satisfactory standards of conduct and to encourage improvement where necessary.
- 2.2** No disciplinary action will generally be taken against you until the matter has been investigated.
- 2.3** You must co-operate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents and attending investigative interviews, if required.
- 2.4** Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.
- 2.5** You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.
- 2.6** It is not possible to anticipate and provide expressly for all circumstances where consideration of disciplinary action may be appropriate. For that reason we reserve the right to omit one or more of the disciplinary sanctions where circumstances dictate. In other words, you are not guaranteed to receive a warning before any proposed dismissal.

3 SUSPENSION

- 3.1** We may suspend you on full pay while we investigate disciplinary matters. During any period of suspension, you will not be entitled to access our premises, except at the prior request or with the prior consent of your Line Manager, and subject to such conditions as we may (in our absolute discretion) impose.

- 3.2** While suspended you should not contact any of our clients, customers, suppliers, contractors or employees, unless you have been authorised to do so by your Line Manager.
- 3.3** Suspension during investigation is neither a disciplinary action nor prejudgement of the issue. The period of suspension shall be for the duration of the investigation or such other period as we may reasonably decide. You will continue to receive your full salary and benefits during the period of suspension.

4 CRIMINAL CHARGES

- 4.1** Where your conduct is the subject of a criminal investigation, charge or conviction we will investigate the facts before deciding whether to take formal disciplinary action.
- 4.2** We will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence.
- 4.3** A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if we consider that it is relevant to your employment.

5 DISCIPLINARY HEARING FOR MISCONDUCT

- 5.1** Before any disciplinary action is taken by us, a disciplinary hearing will be held at which you will be given the opportunity to comment on the complaints against you. Written notice of the date, time and location of the disciplinary hearing will be sent to you in advance, setting out details of your alleged conduct and of the likely range of sanctions if we decide, after the hearing, that the allegations are upheld.
- 5.2** You will be provided with copies of any relevant evidence in advance of the hearing, although in some cases witness statements will be confidential and will not be disclosed in full. We will not usually allow you to bring any witnesses to a disciplinary hearing. However, if you believe that it is necessary to call a witness, you must give us advance warning (at least 24 hours before the hearing) and explain why it is necessary for the witness to attend in person. We reserve the right to refuse any request if we believe that the issue can be dealt with fairly by way of a witness statement.
- 5.3** You must take all reasonable efforts to attend any disciplinary hearing. If you fail to attend without proper excuse, we may proceed with the hearing in your absence and draw such inferences as are appropriate from the material in our possession and from your absence.
- 5.4** We will inform you in writing of our decision and the reasons for it as soon as practicable after the hearing.
- 5.5** Written records of the disciplinary process, including the outcome and any appeal will be retained by us in accordance with data protection legislation. However, generally, a written or final warning will remain active for a period of 12 months unless stated otherwise. In exceptional cases, a final written warning may state that it will remain active indefinitely.

5.6 Any warning will be retained on your file beyond its stated validity period where it remains relevant to other decisions relating to you e.g. pay, promotion, alternatives to dismissal etc.

5.7 We reserve the right to implement the procedure at any stage depending on the seriousness of the alleged misconduct.

6 REPRESENTATION

6.1 If you are asked to attend a disciplinary hearing you have the right to be accompanied by another employee or by an agreed representative or a lay official (who is certified by the union to act as a worker's companion at these hearings) (your "chosen companion").

6.2 We may, at our discretion, allow you to bring a companion who is not an employee or agreed representative (for example, a member of your family) where this will help overcome a disability, or where you have difficulty understanding English. You are not entitled to be represented by anyone in a legal capacity.

6.3 Rights to be accompanied do not apply to investigatory meetings, although this facility may be extended to you at our discretion where this will help overcome a disability or where you have difficulty understanding English.

6.4 We will arrange a date for the hearing to take place. If your chosen companion is unavailable on the proposed date of the hearing you may ask for the hearing to be postponed by up to five working days but you must propose an alternative time and date within five working days of the original date. If your chosen companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days afterwards, we may ask you to choose someone else.

6.5 In addition to the person who is holding the hearing, we will usually have another person present who will keep a record of the hearing.

6.6 Your companion can act as a witness, take a note of the proceedings, address the hearing, put forward your case, sum it up, respond to any views expressed at the hearing and confer with you, but cannot answer questions on your behalf. It is your responsibility to ensure that your chosen companion is available to attend the hearing.

6.7 If you do not comply with this procedure, you may lose your right to be represented.

7 DISCIPLINARY SANCTIONS

7.1 Stage 1 - written warning

This is usually appropriate for a first act of misconduct. You will be given a written warning which will set out the nature of the offence and the likely consequences of any further misconduct. A written record will remain live for 6 months.

7.2 Stage 2 - final written warning

If the misconduct is sufficiently serious or if, following a written warning, there is a further act of misconduct (whether or not of the same nature) within the period specified, you

will be given a final written warning which will set out the nature of the offence and warn that dismissal may result if there is further misconduct. A written record will remain live for 12 months.

7.3 Stage 3 – dismissal

If your conduct is sufficiently serious, you may be dismissed, without notice in the event of gross misconduct.

7.4 Additional or alternative sanctions

We may, as an alternative to dismissing you, consider an alternative penalty as follows:

7.4.1 demote you or transfer you to another role which is believed to be more appropriate and, if appropriate, reduce your salary and benefits accordingly.

8 APPEALS

8.1 If you have been dismissed, received a formal warning or received another penalty in accordance with paragraph 7.4, you may appeal against that decision to such person as we decide is most appropriate in the circumstances, the "Appeal Chair".

8.2 If you wish to appeal, you must notify the Appeal Chair in writing within 7 days of the decision complained about. The letter should indicate the full grounds upon which the appeal is made and whether it relates to the finding of guilt or the penalty imposed.

8.3 You will be invited to attend the appeal hearing and have the right to be accompanied in accordance with paragraph 6.

8.4 The conduct of the appeal shall be a matter for the Appeal Chair who may call such witnesses and consider such documents as he/she feels appropriate. He/she may also adjourn the appeal to conduct any further enquiries that he/she believes are necessary.

8.5 If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light, we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing.

8.6 The Appeal Chair on hearing the appeal may:

8.6.1 uphold the original decision,

8.6.2 revoke it; or

8.6.3 substitute an alternative disciplinary penalty.

8.7 You must make all reasonable efforts to attend the appeal hearing. If you fail to attend, we may proceed with the hearing in your absence and may, in the absence of a proper excuse from you, draw such inferences as are appropriate from the material in our possession and from your absence.

8.8 We will inform you in writing of our final decision after the appeal hearing. The decision made at the appeal is final and there is no further right to appeal.

9 GROSS MISCONDUCT

9.1 If we are satisfied that you have committed an act or acts of gross misconduct, you will normally be dismissed without notice or any payment in lieu of notice.

9.2 Gross misconduct includes (but is not limited to):

9.2.1 deliberate, repeated or serious failure to obey instructions, or any other serious act of insubordination;

9.2.2 theft of, or deliberately damaging or misappropriating property belonging to the Employer, contractors, guests, visitors, customers, general public or fellow staff;

9.2.3 fraud or falsifying documents;

9.2.4 fighting with, displaying aggressive behaviour towards or assaulting other workers, contractors, management, clients, customers or suppliers;

9.2.5 indecent or immoral behaviour, including accessing and/or distributing offensive or pornographic material however obtained;

9.2.6 serious rudeness towards or swearing at other workers, clients, contractors, management, customers or suppliers;

9.2.7 being under the influence of alcohol or illegal drugs, or possessing illegal drugs or other non-prescribed substances whilst at work;

9.2.8 possession, control, supply or being under the influence of non-prescription drugs at any time on our premises or at a work-related social event;

9.2.9 unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure;

9.2.10 accepting or offering a bribe, or other secret payment, or other breach of our anti-corruption and bribery policy;

9.2.11 accepting a gift from a guest, supplier, contractor or other third party in connection with your employment without prior consent from your Line Manager;

9.2.12 serious infringement of health and safety rules and procedures;

9.2.13 being charged with and/or convicted of a criminal offence which in the opinion of the Employer demonstrates unsuitability for continued employment with the Employer;

9.2.14 discriminating against or harassing employees, contractors, management, customers or suppliers because of their race, sex, sexual orientation, religion, age or any other unlawfully discriminatory grounds;

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- 9.2.15** bringing the Employer into disrepute as a result of behaviour in or outside of work;
 - 9.2.16** assisting, encouraging or procuring any other worker to commit any act which would amount to gross misconduct;
 - 9.2.17** negligence which causes or might cause unacceptable loss or damage to the Employer or injury to you or anyone else;
 - 9.2.18** insubordination or the refusal to carry out any lawful and reasonable instruction;
 - 9.2.19** disclosing confidential information as described in your Contract, service agreement or otherwise confirmed to you as confidential;
 - 9.2.20** copying, removing or transferring personal or sensitive data from the Employer's premises or destroying or altering that data;
 - 9.2.21** breach of the requirements under both legislation and/or regulation as to the disclosure of inside information;
 - 9.2.22** unauthorised posts on Social Media sites; and
 - 9.2.23** breach of any applicable laws, statutes, regulations and codes relating to anti- bribery and anti-corruption, including but not limited to the Bribery Act 2010.

GRIEVANCE POLICY AND PROCEDURE

1 OVERVIEW

- 1.1** All employees are covered by this policy which helps us ensure that complaints, concerns and problems to do with employment are dealt with fairly and consistently. It applies regardless of how long you have worked for us.
- 1.2** We reserve the right to amend this policy at any time, or to depart from it, depending on the conditions of each case.
- 1.3** If you have a grievance or a complaint relating to your employment, the way in which you are or have been treated or about the conduct of another worker, you do have the opportunity to air that grievance so that any problems can be resolved. We recommend that before the formal procedure is used, attempts are made to resolve the matter informally. However, we recognise that also there will be occasions in which this either fails or is inappropriate given the nature of the complaint made.
- 1.4** Where the grievance concerns or relates to other workers, the person dealing with it may need to talk to those workers but will not do so without telling you first. If you are not prepared for it to be dealt with in this way (for example because you wish to preserve your anonymity), we may not always be able to resolve the matter. It may be necessary for the member(s) of staff concerned to attend the grievance hearings.
- 1.5** You should only use this procedure to raise a grievance connected with your employment. Complaints made against you are dealt with under our disciplinary procedure.
- 1.6** We also have separate policies covering harassment and bullying.

2 TAKING INFORMAL ACTION

- 2.1** You should approach your Line Manager before doing anything else, as we find most grievances can be resolved informally. If your grievance is about your Line Manager — or you do not want to raise it with them for some other reason — you must instead notify their Line Manager or somebody else holding the same level of responsibility as your Line Manager.
- 2.2** Should taking the informal approach not resolve your problem, you must use the formal procedure.

3 TAKING FORMAL ACTION: FIRST STAGE

- 3.1** You will need to set out the details of your complaint in writing. Include dates, names of individuals involved, any other relevant facts and tell us clearly that you want to lodge a

formal grievance.

- 3.2** You must also explain clearly what you want to see us do. You could for example say: 'I would like you to fully investigate my complaint', or: 'I want you to change your policy on overtime working'
- 3.3** Send or hand your written grievance to your Line Manager. If your Line Manager is part of your grievance, their Line Manager needs to receive your written complaint instead.
- 3.4** You must co-operate with us to ensure our investigation is fair and thorough. How we investigate will depend on the nature of your grievance. We may need to take a statement from you and from other people able to provide information. We may also interview you and we will consider all relevant documents.

4 TAKING FORMAL ACTION: SECOND STAGE

- 4.1** We will invite you to a meeting, usually within 10 calendar days of you lodging your grievance. The meeting is your opportunity to explain your problem and how you think we should resolve it and we ask that you make every effort to attend. If you fail to attend the meeting without proper excuse, we may proceed with the hearing in your absence and draw such conclusions as we consider are fair and appropriate from the material we have in our possession.
- 4.2** You can bring somebody with you to the meeting — this will typically be a fellow work colleague or a agreed representative (full details in paragraph 6 below). You must let us know as soon as possible if either you or your companion is unable to attend the meeting and we will try to reschedule.
- 4.3** Please do not record the meeting without our consent as this suggests that you do not trust our process or the managers who are conducting it. If you do have misgivings about either the process or the managers leading it, you should tell us openly so that we can address your concerns. For our part, we in turn will not record the meeting without your knowledge.
- 4.4** After the meeting, we will take any investigative steps that we consider appropriate. Sometimes this will involve looking at documents or interviewing other people. We will not normally allow you to participate in this part of the investigation (for example, you will not normally be allowed to question other people directly). Sometimes, we may ask you for more information or for another meeting.
- 4.5** Usually within 10 calendar days of the final meeting — this may be the first or the second, depending on the circumstances — we will tell you our decision and let you know if we plan to take any action to address your grievance. If a decision cannot be made within this timescale, for whatever reason, we will let you know as soon as possible.

5 TAKING FORMAL ACTION: THIRD STAGE

- 5.1** You can appeal in writing within 7 calendar days of us giving you our decision. You must address whoever is named in the letter you received telling you of our decision and you must explain clearly why you are appealing. You should also give us any new evidence you may have acquired since the initial investigation was completed.

5.2 We will invite you to a meeting, usually within 10 calendar days of you lodging your appeal. Wherever possible, the appeal meeting will not be led by the Manager who held the original grievance meeting. You may be accompanied by a fellow work colleague or agreed representative, in line with the process outlined in paragraph 6 below.

5.3 The final decision will be sent to you in writing. We will do this within two weeks of the appeal hearing. You do not have any further right to appeal against our decision.

6 YOUR RIGHT TO BE ACCOMPANIED

6.1 You are entitled to be accompanied by a colleague or agreed representative at any meeting called under this policy.

6.2 If you want to exercise this right, you should tell us as soon as possible who you want to accompany you. It is your responsibility to arrange for them to attend. If you choose a fellow work colleague, we will not prevent them from attending, but we may rearrange the meeting if their absence from work causes operational problems.

6.3 Your fellow work colleague or agreed representative can, if this is your preference, explain the key points of your grievance to the meeting. You can also confer with them during the meetings. They must not, however, answer questions put directly to you or try to prevent us asking questions or outlining its views.

DATA PROTECTION POLICY

1 OVERVIEW

- 1.1** We collect and process information about individuals (“personal data”) for business purposes, including employment and HR administration, provision of our services, marketing and business administration. This includes personal data relating to our staff, customers, supplies and other third parties.
- 1.2** Compliance with data protection law is essential to ensure that personal data remains safe, our business operations are secure, and the rights of individuals are respected. The Employer is a controller under data protection law, meaning it decides how and why it uses personal data. This policy explains our procedures for complying with data protection law in relation to personal data. It also sets out your obligations whenever you are processing any personal data in the course of your employment.
- 1.3** If you routinely handle individual’s’ personal data, you will be given specific training and/or instruction regarding data protection procedures in relation to your prole. This will supplement your obligations as set out in this Policy.
- 1.4** There will also be other policies which will impact upon how you deal with personal data and data protection and we expect you to comply with these where relevant.
- 1.5** This policy does not give any contractual rights to Employees. It may be updated at any time.

2 Who does this policy apply to?

- 2.1** This policy applies to all employees, workers (contractors, agency workers, consultants, volunteers, partners and directors) (“together referred to as “Employees” or “you”).

3 Who is responsible for data protection?

- 3.1** The Employer is ultimately responsible for compliance with applicable data protection law.
- 3.2** We have appointed a Data Protection Lead who is responsible for overseeing, advising on and administering compliance with this Policy and data protection law.
- 3.3** All our employees have some responsibility for ensuring that personal data is kept secure and processed in a lawful manner although certain employees will have particular responsibilities of which they will be aware and in respect of which they may receive specific instructions.
- 3.4** If you are in any doubt about how you should handle personal data, or if you have any concerns or questions in relation to the operation (or suspected breaches) of this Policy,

you should seek advice from the Data Protection Lead.

4 Why is data protection compliance important?

- 4.1** Data Protection law in the UK is regulated and enforced by the Information Commissioner's Office (ICO). Failure to comply with data protection law may expose the Employer and, in some cases, individual Employees, to serious legal liabilities. In addition an individual may seek damages from us in the courts if we breach their rights under data protection law. Breaches of data protection law can also lead to serious damage to our brand and reputation.
- 4.2** In addition to the legal liabilities, failure to comply with your obligations under this Policy could lead to disciplinary action and, in serious cases, could result in the termination of your employment.

5 What is personal data?

- 5.1** Personal data means any information relating to any living individual (also known as a "data subject") who can be identified (directly or indirectly) in particular by reference to an identifier (e.g. name, NI number, employee number, email address, physical features). Relevant individuals can include your colleagues, consumers, members of the public, business contacts, etc. Personal data can be factual (e.g. contact details or date of birth), an opinion about a person's actions or behaviour, or information which may otherwise impact on that individual. It can be personal, or business related.
- 5.2** Personal data may be automated (e.g. electronic records such as computer files or in emails or in manual records which are part of a filing system or are intended to form part of a filing system (e.g. structured paper files and archives).

6 What does "processing" personal data mean?

- 6.1** Processing personal data means any activity that involves the use of personal data (e.g. obtaining, recording or holding the data, amending, retrieving, using, disclosing, sharing, erasing or destroying). It also includes sending or transferring personal data to third parties.

7 Data Protection Obligations

- 7.1** The Employer is responsible for and must be able to demonstrate compliance with data protection law. To ensure that it meets its responsibilities, it is essential that its Employees comply with data protection law and any other policies, guidelines or instructions, relating to personal data when processing personal data in the course of their employment.
- 7.2** We have set out below the key obligations under data protection law and details of how we expect our Employees to comply with these requirements.

8 Process personal data in a fair, lawful and transparent manner

8.1 Legal grounds for processing

8.1.1 Data protection law allows us to process personal data only where there are fair and legal grounds which justify using the information.

8.1.2 Examples of legal grounds for processing personal data include the following (at least one of these must be satisfied for each processing activity):

- Complying with a legal obligation (e.g. health and safety or tax laws);
- Entering into or performing a contract with the individual (e.g. an Employee's terms and conditions of employment, or a contract for services with an individual customer);
- Acting in the Employer's or a third party's legitimate interests (e.g. maintaining records of business activities, monitoring business productivity); and
- Obtaining the consent of the individual (e.g. for sending direct marketing communications).

8.1.3 Where consent is relied upon, it must be freely given, specific, informed and unambiguous and we must effectively demonstrate that consent has been given.

8.1.4 In line with the ICO guidance regarding the employee/Employer relationship, we do **not** use consent as a legal ground for processing Employee data unless the data processing activities concerned are genuinely optional.

8.1.5 In most cases, consent is not required for other standard business activities involving use of customer or supplier data, but it may be needed for activities which are not required to manage the main business relationship, such as direct marketing activities.

8.2 Transparency

8.2.1 Data protection law also requires us to process personal data in a transparent manner by providing individuals with appropriate, clear and concise information about how we process their personal data.

8.2.2 We usually provide individuals with basic information about how we use their data on forms which collect data (such as application forms or website sites) and in longer privacy notices setting out details including: the types of personal data that we hold about them, how we use it, our legal grounds for processing the information, who we might share it with and how long we keep it for. For example, we provide information about our processing of Employees' personal data in our Employee Privacy Notice.

8.2.3 We may supplement these notices, where appropriate with reminders or additional information at the time particular processing activities take place or become relevant for an individual (for example when they sign up to a new service or event).

8.3 What we you need to do

8.3.1 By processing personal data only in accordance with your lawful job duties and our instructions ordinarily, you will be processing personal data fairly and lawfully.

8.3.2 The standard privacy notices and statements that we issue, for example, to Employees,

customers and the public, should normally be sufficient to ensure that individuals have appropriate information about how you are handling their personal data in the course of your employment. However, you should consider whether reminders or additional information may be appropriate at the time particular processing activities take place. This is particularly important if you think that individuals may need further assistance to understand clearly how their data will be used as part of such activities.

8.3.3 Any new forms which collect personal data and any proposed consent wording must be approved in advance by the Data Lead.

8.3.4 If you have any concerns about the legal grounds for processing personal data or if you are unsure whether individuals have been provided with appropriate information (in particular in relation to any new processing activities) please check with the Data Protection Lead.

9 Take extra case when handling sensitive or special categories of personal data

9.1 Some categories of personal data are “special” because they are particularly sensitive. These include information that reveals details of an individual's:

- Racial or ethnic origin
- Political opinions
- Religious or philosophical beliefs
- Trade Union Membership
- Physical or mental health
- Sexual life and sexual orientation
- Biometric or genetic data (if used to identify that individual) and
- Criminal offences or convictions

9.2 Where special category personal data is concerned, data protection law requires us to have (as well as one of the legal grounds described in Section 1), an additional legal ground to justify using this sensitive information. The appropriate legal ground will depend on the circumstances.

9.2 Additional legal grounds for processing special category data including the following. Those marked with an asterisk (*) would be particularly relevant to processing Employees' special category personal data:

- Complying with a legal obligation/exercising a legal right in the field of employment*
- Assessing working capacity (based on expert medical opinion, and subject to obligations of confidentiality)*
- Carrying out equalities monitoring in relation to racial or ethnic origin, religious beliefs, health or sexual orientation*
- Exercising, establishing or defending legal claims*
- Preventing or detecting unlawful acts, or
- Explicit consent of the individual. (As well as the requirements for consent outlined in section 1 above, this requires an express statement from the individual that their special category of data may be used for the intended purposes.)

9.3 What you need to do

9.3.1 If you are handling special category personal data in the course of your employment, you need to take extra care regarding compliance with data protection law. In particular, try to ensure that:

- Any processing activities are strictly in accordance with your lawful job duties and our instructions
- That there are appropriate legal grounds for processing the data (both basic grounds under section 1 and additional grounds under this section 2) which have been assessed for your specific activities
- Individuals have received adequate information regarding how their data is being handled. In some cases, an existing privacy notice may need to be supplemented with more specific information regarding special category data (e.g. when we are managing sickness absence and/or making adjustments to job duties for Employees with disabilities or serious illness, we may provide additional ad hoc privacy notices to supplement to the Employee Privacy Notice);
- You apply additional security and confidentiality measures, taking into account that the impact of individuals of loss or misuse of their special category data may be greater than with other types of data. See also section 7 below, and
- If you are relying on consent as a legal for processing, you obtain advance approval of any consent wording from the Data Protection Lead.

9.3.2 If you are routinely handling special category data as part of the requirements of your role and job duties, we will ordinarily have put in place procedures which ensure that your processing activities satisfy the requirements above.

9.3.3 However, if alternative circumstances apply (e.g. you are involved in a new project or updating an existing system which involves new types of processing or special category data) please contact the Data Protection Lead to ensure that the correct compliance procedures are followed.

9.3.4 Similarly, if you have any concerns over the legal grounds that apply when you are processing special category data or the appropriate information to be provided to individuals, please get in touch with the Data Protection Lead.

10 Only process personal data for specified, explicit and legitimate purposes

10.1 We only process personal data in accordance with our legitimate purposes to carry out our business operations and to administer employment and other business relationships.

10.2 What you need to do

10.2.1 You must only use the personal data that you process in the course of your duties for legitimate and authorised purposes. You must not process personal data for any purposes which are unrelated to your job duties.

10.2.2 Processing personal data for any incompatible or unauthorised purposes could result in a breach of data protection law (e.g. using the Employer's contacts database to find out a colleague's home address for private, non-work-related purposes). This may have

potentially damaging consequences for all parties concerned, including disciplinary action.

10.2.3 If you find that you need to process personal data for a different purpose from that for which it was originally collected, you must check whether the individuals have been informed and, if not, consider whether the additional purpose is legitimate (in the context of the Employer's business activities) and compatible with the original purpose.

10.2.4 If you are unsure about whether the purposes for processing are legitimate, you should contact the Data Protection Lead before going ahead with processing the data for the additional purpose.

11 Make sure that personal data is adequate, relevant and limited to what it is necessary for your legitimate purposes

11.1 Data protection law requires us to ensure that when we process personal data, it is adequate, relevant to our purposes and limited to what is necessary for those purposes (also known as "data minimisation"). In other words, we ask for the information we need for our legitimate business purposes but we don't ask for more information than we need in order to carry out our business operations.

11.2 What you need to do

11.2.1 You should try to ensure that you only acquire and process the personal data that you actually need for legitimate and authorised purposes within the scope of your role.

11.2.2 You must ensure that you have sufficient personal data needed to be able to use it fairly and to take into account all relevant details.

11.2.3 If you are creating forms that collect personal data, you should be able to justify why each specific category of data is being required.

11.2.4 You must also comply with the Employer's instructions about data retention and storage, ensuring that personal data is only kept for as long as it is needed for any intended purpose.

12 Keep personal data accurate and (where necessary) up to date.

12.1 The Employer will take steps to ensure that personal data is accurate and (where necessary) kept up to date. For example, we request that Employees provide us with any change in contact details or personal information. We also take care that decisions impacting individuals are based on accurate and up to date information.

12.2 What you need to do

12.2.1 When you process individual's personal data in the course of your employment, you must make reasonable efforts to be accurate and where necessary, to keep the relevant information updated.

12.2.2 When collecting any personal data, try to confirm its accuracy at the outset. If you subsequently discover any inaccuracies in the personal data that you are handling, these

need to be corrected or deleted without delay.

12.3 Personal data should be held in as few places as possible to avoid the risk that duplicate copies are not updated and become out of sync. You should not create additional copies of personal data but should work from and update a single central copy where possible (in accordance with standard procedures on retention and storage of records).

13 Keep personal data for no longer than is necessary for the identified purposes

13.1 Records containing personal data should only be kept for as long as they are needed for the identified purposes. The Employer has in place data retention, storage and deletion policies and internal processes/guidelines regarding various types of Employer records and information that contain personal data.

- We take appropriate steps to retain personal data only for so long as is necessary, taking into account the following criteria:
- The amount, nature and sensitivity of the personal data
- The risk of harm from unauthorised use or disclosure
- The purposes for which we process the personal data and how long we need the particular data to achieve these purposes
- How long the personal data is likely to remain accurate and up to date
- For how long the personal data might be relevant to possible future legal claims; and
- Any applicable legal, accounting, reporting or regulatory requirements that specify how long certain records must be kept.

13.2 What you need to do

13.2.1 Please familiarise yourself with our retention policies, processes, guidelines and instructions that are relevant to your job. Ensure that, where it falls within your responsibility you destroy or erase all information that you no longer require in accordance with these.

13.2.2 If you are not sure what retention guidelines/instructions apply to you in your role, or you are unsure of how to apply them to a particular type or item of personal data, please contact the Data Protection Lead.

14 Take appropriate steps to keep personal data secure

14.1 Keeping personal data safe and complying with the Employer's security procedures to protect the confidentiality, integrity, availability and resilience of personal data is a key responsibility for the Employer and its workforce.

14.2 The Employer has information security measures including physical, technological and organisation controls, e.g. locked filing cabinets, building security and protocols on use of technology and data storage.

14.3 What you need to do

14.3.1 To assist the Employer in maintaining data security and protecting the confidentiality and

integrity of personal data you handle in the course of your employment, we require you to comply with this Policy, and any instructions regarding the processing and security of personal data.

14.3.2 In particular, we require you to:

- Save, store and communicate personal data only within or using authorised Employer information and communication systems.
- Use password-protection on your computers
- Lock files in a secure cabinet
- Never leave your laptop, other device or any hard copies of documents containing personal data in a public place
- Take care when observing personal data in hard copy or on screen that such information is not viewed by anyone who does not have the right to that information especially if you are viewing the personal data in a public place
- When storing personal data on portable devices such as laptops, smartphones or USB drives ensuring that the device is encrypted and password protected
- Ensure that information containing personal data is disposed of securely and permanently, shredding where necessary
- Alert the Data Protection Lead to any personal data breaches immediately
- Ensure that any sharing or disclosure of personal data is permitted on appropriate legal grounds and, where necessary, safeguards are in place

15 Take extra care when sharing or disclosing personal data

15.1 The sharing or disclosure of personal data is a type of processing, and therefore all the principles described in this Policy need to be applied.

16 Internal data sharing

16.1 The Employer ensures that personal data is only shared internally on a “need to know” basis.

17 External data sharing

17.1 We will only share personal data with other third parties where we have a legitimate purpose, and an appropriate legal ground under data protection law which permits us to do so. Commonly, this could include situations where we are legally obliged to provide information (e.g. to HMRC for tax purposes) or where necessary to perform our contractual duties to individuals (e.g. provision of information to our pension providers). This will also include where we have a legitimate interest to share the information with industry bodies such as RIABS for the processing of accident benefit claims, the BHA and Weatherbys for the administration of racing.

17.2 We may appoint third party service providers (known as processors) who will handle information on our behalf, for example to provide payroll, data storage or other technology services.

17.3 The Employer remains responsible for ensuring that its processors comply with data protection law and this Policy in their handling of personal data. We must assess and

apply data protection and information security measures prior to and during the appointment of a processor. The extent of these measures will vary depending on the nature of the activities but will include appropriate risk assessments and reviews, and contractual obligations.

17.4 Details of the recipients or categories of personal data (including processors and other third parties) should be set out in privacy notices as described in section 1 above.

18 What you need to do

18.1 You may only share or disclose the personal data we hold internally with an Employee, agent or representative of the Employer if the recipient has a job related need to know the information.

18.2 You may only disclose the personal data we hold to service providers or other third parties where

- There is a legitimate purpose and appropriate legal ground for doing so (e.g. is necessary for them to process the personal data in order to provide a service to us such as payroll, or if we are legally obliged to do so)
- The individuals whose personal data is being shared have been properly informed (e.g. in an appropriate privacy notice)
- If the disclosure is to a service provider, that the Employer has checked that adequate security and data protection measures are in place to protect the personal data concerned
- The service provider or third party has signed up to a written contract that contains the provisions required by data protection law (unless the Data Protection Lead has determined that this is not required in context) and
- The transfer complies with any overseas transfer restrictions, if applicable.

18.3 Routine disclosures of personal data to established recipients (e.g. payroll) which form a normal and regular part of your role and job duties will ordinarily satisfy the above requirements. You should always ensure that you comply with any particular instructions you are given by the Employer. However, if you are any in doubt as to whether you can share personal data with anyone else, first contact the Data Protection Lead.

19 Do not transfer personal data to another country unless there are appropriate safeguards in place

19.1 An overseas transfer of personal data takes place when data is transmitted or sent to, viewed, accessed, or otherwise processed in, a different country. European Union data protection law restricts, in particular, personal data transfers to countries outside of the European Economic Area, to ensure that the level of data protection afforded to individuals is not compromised (as the laws of such countries may not provide the same level of protection for personal data as within the EEA).

19.2 To ensure that data protection is not compromised when personal data is transferred to another country, the Employer assesses the risks of any transfer of personal data outside of the UK (taking into account the principles in this Policy, as well as the restrictions on transfers outside of the EEA) and puts in place additional appropriate safeguards where

required.

19.3 What you need to do

19.3.1 If you are required to transfer individual's personal data outside of the UK or EEA in the course of your employment adequate safeguards will need to be in place. Where these overseas transfers are a normal part of your role and job duties, the Employer's current safeguards are likely to provide the required levels of data protection.

19.3.2 However, if you are transferring personal data overseas in alternative circumstances (e.g. for new types of processing activities which have not previously formed part of your job scope and activities or to countries with which you haven't previously dealt) you should contact the Data Protection Lead for further guidance before going ahead with the transfer.

20 Report any data protection breaches without delay

20.1 The Employer takes any data protection breaches very seriously.

20.2 These can include lost or mislaid equipment or data, use of inaccurate or excessive data, failure to address an individual's rights, accidental sending of data to the wrong person, unauthorised access to, use of or disclosure of data, deliberate attacks on the Employer's systems or theft of records, and any equivalent breaches by the Employer's service providers.

20.3 Where there has been a breach of security leading to the accidental or unlawful destructions, loss, alteration, unauthorised disclosure of or access to individual's personal data, the Employer will take immediate steps to identify, assess and address it, including containing the risks, remedying the breach, and notifying appropriate parties (see below) If the Employer discovers that there has been a personal data security breach that poses a risks to the rights and freedoms of individuals, we will report it to the ICO within 72 hours of discovery.

20.4 We also keep an internal record of all personal data breaches regardless of their effect and whether or not we report them to the ICO.

20.5 If a personal data breach is likely to result in a high risk to the rights and freedoms of individuals, we will tell affected individuals that there has been a breach and provide them with information about its likely consequences and the mitigation measures we have taken.

20.6 What you need to do

20.6.1 If you become aware of any breach (or suspected breach) of this Policy (including, in particular any security breach), you must report it to the Data Protection Lead immediately [and take any other required steps in accordance with our [Breach Management Procedure] to ensure that the breach is effectively assessed and addressed and that we comply with our data breach reporting obligations.

21 Integrate data protection into operations

- 21.1** Data protection law requires the Employer to build data protection considerations and security measures into all of our operations that involve the processing of personal data, particularly at the start of a new project or activity which may impact on the privacy of individuals. This involves taking into account various factors including:
- The risks (and their likelihood and severity) posed by the processing for the rights and freedoms of individuals
Technological capabilities
The cost of implantation
The nature, scope, context and purposes of the processing of personal data
- 21.2** We also seek to assess data protection risks regularly through the lifecycle of any project or activity which involves the use of personal data.
- 21.3** What you need to do
- 21.3.1** If you are involved in the design or implementation of a new project of activity that involves processing personal data, you must give due consideration to all principles of data protection set out in this policy.
- 21.3.2** You should assist the Data Protection Lead with regular reviews of projects or activities to ensure data protection risks continue to be addressed.
- 21.3.3** A useful tool for assessing data protection and privacy considerations is a Data Protection Impact Assessment or DIPA. A DIPA will consider the necessity and proportionality of a processing operation and assess the risks to individuals and the measures that can be put in place to mitigate those risks. A DIPA must be carried out if a data processing operation is likely to give rise to a high risk to individual rights and freedoms.
- 21.3.4** If you are involved in the design or implementation of a new project that involves processing personal data, you must check whether it is necessary to conduct a DIPA or similar risk or compliance assessment by contacting the Data Protection Lead. They will also be able to advise you on how we expect you to conduct, or otherwise contribute, to a DIPA or similar risk assessment.
- 21.4** **Individual Rights and Requests** Under data protection law, individuals have certain rights when it comes to how we handle their personal data. For example, an individual has the following rights:
- 21.5** **The right to make a subject access request** This enables the individual to receive a copy of the personal data we hold about them, together with information about how and why we process it and other rights which they have (as outlined below). This enables them to check that we are lawfully processing it and to correct any inaccuracies.
- 21.6** **The right to request that we correct incomplete or inaccurate personal data** that we hold about them
- 21.7** **The right to request that we delete or remove personal data** that we hold about them where there is no good reason for us continuing to process it. They also have the right to ask us to delete or remove their personal data where they have exercised their right to object to processing

- 21.8** **The right to object to our processing of personal data** for direct marketing purposes or where we are relying on our legitimate interest (or that of a third party) where we cannot show a compelling reason to continue the processing
- 21.9** **The right to request that we restrict our processing of your personal data.** This enables individuals to ask us to suspend the processing of personal data about them, for example if they want us to establish the accuracy or the reason for processing it.
- 21.10** **The right to request that we transfer your personal data** to them or to another party, in a structured format. (this is known as the right to “data portability”). The applicability of this right depends on the legal grounds on which we process it.
- 21.11** **The right to challenge a decision** based solely on profiling/automated processing, to obtain human intervention and to express their point of view.
- 21.12** We are required to comply with these rights without undue delay and, in respect of a certain rights, within a one month timeframe.
- 21.13** Individuals also have the right to make a complaint at any time to the ICO about, and to take action in court to enforce their rights and seek compensation for damage suffered from any breaches.
- 21.14** What you need to do
- 21.14.1** If you receive a request from an individual seeking to exercise a right in relation to their personal data or making an enquiry or complaint about our use of their personal data, you must forward the request, enquiry or complaint to the Data Protection Lead immediately so that it can be dealt with appropriately and within the applicable time limit. Your assistance may be needed to address and respond to the request, enquiry or complaint.
- 21.15** **Recordkeeping.** In order to comply and demonstrate our compliance with data protection law, the Employer keeps various records of our data processing activities. These include a Record of Processing which must contain, as a minimum: the purposes of processing; categories of data subjects and personal data; categories of recipients of disclosure of data; information about international data transfers; envisaged retention period; general descriptions of security measures applied; and certain additional details for special category data
- 21.16** What you need to do
- 21.16.1** You must also comply with all applicable processes/guidelines and any specific instructions you are given concerning the keeping of records about a processing of personal data.
- 21.16.2** If you are processing individual's personal data in the course of your employment and you collect any new types of personal data or undertake any new types of processing activities either through the introduction of new systems or technology or by amending existing ones, please inform the Data Protection Lead so that we are able to keep our records up-to-date

21.17 Training

21.17.1 We require employees to undergo some basic training to enable them to comply with data protection law policy. Additional training may be required for specific roles and activities involving the use of personal data.

21.17.2 To this end, we provide training as part of the induction process for new joiners and operate an ongoing training programme to make sure that employees' knowledge and understanding of what is necessary for compliance in the context of their role is up-to-date. Attendance at such training is mandatory and will be recorded.

22 Integrate data protection into operations

22.1 There are some very limited exceptions under data protection law which may permit departure from aspects of this policy in such circumstances.

22.2 You will be given specific instructions if any exceptions are relevant to your role.

22.3 If you think you should be able to depart from his policy in any circumstances, you must contact the Data Protection Lead before taking any action.

IT ACCEPTABLE USE AND PROCEDURE

1 OVERVIEW

- 1.1** We may provide communication facilities to assist employees working with us in the performance of their role within the business. Misuse of IT and communications systems can cause substantial damage to a business and our reputation and impair the efficiency of our communications.
- 1.2** This policy applies to all employees and to others offered access to computing resources (workers, third party companies or contractors). A breach of this policy will constitute a disciplinary offence in which case disciplinary action may be taken against you including, in serious cases, dismissal summarily for gross misconduct.

2 GENERAL PRINCIPLES

Personal use of the internet using our systems during working hours is not permitted.

3 PRIVACY

As an employee you should have no expectation of privacy nor do you have an absolute right to privacy whilst using our computer system, including access to the internet via our internet connection and when sending internal or external emails.

4 EXAMPLES OF BREACHES OF POLICY

- 4.1** Sending or forwarding offensive, rude or defamatory messages or material including messages or material which may be interpreted by the recipient as offensive, rude or defamatory;
- 4.2** Sending or forwarding a message or material that could constitute bullying, harassment or intimidation;
- 4.3** Sending or forwarding our confidential information without authorisation;
- 4.4** Personal use of email or the internet during working hours;
- 4.5** Knowingly or recklessly introducing a virus or other harmful code into the computer system;
- 4.6** Misuse of email, internet, intranet or computer systems including but not limited to misuse which results in a claim being made against us;
- 4.7** Accessing pornography or other illegal or inappropriate material; and

4.8 Unauthorised downloading of software.

5 PROHIBITED IT ACTIVITY

5.1 Access is granted to the internet, telephones and other electronic systems for legitimate business purposes only. Incidental personal use is permissible provided it is outside of working hours and in full compliance with our rules, policies and procedures (including this policy, the Equal Opportunities Policy, Anti-harassment Policy, Disciplinary Policy and Procedure and data protection legislation).

5.2 Misuse or excessive personal use of our telephone or e-mail system or inappropriate internet use will be dealt with under our Disciplinary Policy and Procedure.

5.3 Employees must not:

5.3.1 use our systems or resources to connect to internet sites that contain obscene, hateful, inappropriate or otherwise objectionable information;

5.3.2 make or post indecent remarks, proposals, materials or files on the internet;

5.3.3 use our systems or resources to access internet radio sites or other streaming media sites, except for business purposes and with the express permission of your Line Manager;

5.3.4 partake in illegal activities, such as accessing or downloading obscene and/or pornographic material or any other form of criminal misuse of the internet or other computer systems, including harassment, hacking etc;

5.3.5 download, transmit or distribute confidential information about us or any of our clients and suppliers;

5.3.6 use our systems or resources to send or forward any material that is defamatory or obscene;

5.3.7 knowingly or recklessly reveal or publicise confidential or proprietary information;

5.3.8 play games, access on-line gaming or use computers owned by us for any other purpose other than the legitimate work; or

5.3.9 attempt to store any Employer information in any electronic data or other system or copy or remove any Employer information;

5.4 Where evidence of misuse is found we may undertake a more detailed investigation in accordance with our Disciplinary Policy and Procedure. This may involve the disclosure and examination of monitoring records to those nominated to undertake the investigation and any witnesses or managers involved in the Disciplinary Policy and Procedure. If necessary, such information may be handed to the police in connection with a criminal investigation.

6 DATA PROTECTION

- 6.1** We maintain strict control of the security of data stored on our systems. Only employees authorised to do so should seek access to those systems. No employee shall divulge any of our data to another employee who is not authorised to receive that data or to anyone outside of the Employer unless given permission to do so.
- 6.2** When connected to the internet, PCs attached to the network may only be used to 'browse' or look at the internet. Improper use, or any other misuse of the internet, including attempts to access offensive web sites, will not be tolerated.
- 6.3** It is every employee's responsibility to ensure that they take all precautions to prevent the theft of computers, other IT equipment or software.

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, use of our systems including the telephone and computer systems, and any personal use of them, may be continually monitored by automated software or otherwise. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.
- 7.2** Any CCTV system monitors our premises in various locations 24 hours a day. This data is recorded.
- 7.3** 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):
- 7.3.1** to monitor whether the use of the e-mail system or the internet is legitimate and in accordance with this policy;
 - 7.3.2** to find lost messages or to retrieve messages lost due to computer failure;
 - 7.3.3** to assist in the investigation of alleged wrongdoing; or
 - 7.3.4** to comply with any legal obligation.

8 SAFE USE

You must not use your mobile phone, or any other electronic device, whilst riding a horse, operating machinery or driving a car or vehicle.

SOCIAL MEDIA POLICY

1 OVERVIEW

- 1.1 This policy explains your responsibilities when you use social media, either personally or on the business of the Employer. It also applies to whether social media is used on the Employer premises or in your own time.
- 1.2 It applies to all employees and to anyone else working for us.
- 1.3 Your use of social media may, along with your wider use of our IT resources, be monitored to make sure you are complying with this policy. Whenever you use our IT resources and systems, you give us your consent to monitor your activities.
- 1.4 If you breach this policy you may face action under our Disciplinary Policy and Procedure. We may require you to remove any social media content that in itself breaches this policy and may invoke the Disciplinary Policy and Procedure if you fail to do so. In addition, you could face legal proceedings if comments you post about us or named individuals are found to have harmed our/their reputation.

2 WHAT IS SOCIAL MEDIA?

- 2.1 We define social media as websites and applications that allow users to create and share content and/or take part in online networking. The most popular sites include Facebook, Twitter, LinkedIn, YouTube, Google+, Instagram, TikTok, Pinterest, Flickr, Tumblr and Reddit.
- 2.2 This policy also covers personal blogs and any posts you might make on other people's blogs, online forums or noticeboards.

3 USING SOCIAL MEDIA AT WORK

- 3.1 You must not use our IT resources to access social media unless you need to do so as part of your job. You also must not use your own IT equipment — your personal phone, for example — to access social media during working hours whilst you should be working.
- 3.2 You must not post personal content on any of our social media accounts you are authorised to use. These accounts belong to us and your access will be stopped if you abuse this policy in any way. If you leave us, your access will also be stopped and we will ask for your user names and passwords. We may also ask for them at any other time and, in either case, you must supply them on request.

4 YOUR RESPONSIBILITIES WHEN USING SOCIAL MEDIA

- 4.1 Always identify yourself and make it clear your opinions are your own and you are not speaking on our behalf. You might consider doing this in a disclaimer. Use a personal

email address, not your Employer email address, and do not create a social media account that could be mistaken for an account that we have set up, or could set up.

- 4.2** It is your duty to protect our interests and you must not publish anything that could directly or indirectly damage these or compromise our reputation. You must never speak on our behalf on social media unless authorised to do so and you must always make sure anything you do post is accurate and lawful. Always get permission before posting images of colleagues, suppliers, contractors, visitors, clients, customers or third parties, or any of their personal details.
- 4.3** You must take personal responsibility for your social media content. If you can be identified as working for us, you must make sure your profiles, and anything you post, are congruent with how we expect you to present yourself to business associates and colleagues. Be mindful that even if you do not name us as your employer, people who know you and where you work may still make an unwelcome association with us. If you are in any doubt about what is and is not acceptable, please talk to your Line Manager.
- 4.4** You must always show respect to others when using social media. You must never criticise us, our clients, contractors, suppliers, business associates, your colleagues or anybody else you come into contact with professionally. Our other policies — in particular those covering harassment and bullying and equal opportunities — give guidance on the type of behaviour we consider unacceptable in the workplace, and we expect you to maintain the same high standards when using social media. Specifically, we will not tolerate any of the following:
- 4.4.1** abusive or threatening language;
 - 4.4.2** sexually explicit language;
 - 4.4.3** unlawful or disrespectful comments;
 - 4.4.4** false or misleading statements;
 - 4.4.5** impersonating your colleagues or third parties; or
 - 4.4.6** inciting somebody to commit a crime.
- If another employee is bullying, harassing or victimising you using social media, you must follow the process laid out in our Anti-bullying and Harassment policy.
- 4.5** You are obliged to respect our confidentiality at all times and not to use social media to comment on sensitive business matters, including — but not restricted to — the following:
- 4.5.1** our intellectual property;
 - 4.5.2** our trade secrets;
 - 4.5.3** any information intended for internal use only; or
 - 4.5.4** anything else that is not already in the public domain.

We also insist that you never use our logo, trademark or other corporate artwork in anything you post or as part of any of your social media profiles.

- 4.6** You must remain aware at all times of the public nature of social media. Even content posted on a restricted forum can quickly be shared across other social media and you must assume that anything you publish anywhere will sooner or later reach the public domain. When you share content posted by others, remember that you may be seen as giving implied approval to opinions that could bring us into disrepute.
- 4.7** You must never air grievances about us or any of our activities on social media. You should use our internal process if you want to make a complaint, raising it first with your Line Manager. If the issue remains unresolved, you must then follow the formal grievance procedure.
- 4.8** Your use of social media must not conflict with any other Employer policies, such as our IT Policy, Equal Opportunities Policy, Anti-Bullying and Harassment Policy, Disciplinary Policy and Procedure, Grievance Policy, data protection legislation or your contractual obligations.

5 OTHER SOCIAL MEDIA GUIDANCE

- 5.1** Always respect copyright and always check whether or not a third party's content is protected before you re-use or re-post it.
- 5.2** The contact details of any business contacts you make while working for us belong to us and must remain confidential. When you leave us, you must give us this data and delete any copies you have, including any you have added to your social media accounts.
- 5.3** You should contact your Line Manager immediately if you find anything posted to a social media site that breaches this policy or otherwise brings us into disrepute. Failure to do so may result in disciplinary action.

6 BREACH OF THIS POLICY

- 6.1** Any breach of this policy may result in disciplinary action up to and including dismissal. Disciplinary action may be taken regardless of whether or not the breach is committed during working hours and our equipment or facilities are used for the purpose of committing the breach. Any member of staff suspected of committing a breach of this policy will be required to co-operate with our investigation, which may involve handing over relevant passwords and login details.
- 6.2** You may be required to remove internet postings which are deemed to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

MATERNITY POLICY

1 OVERVIEW

- 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** 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, ask your Line Manager.
- 1.3** This policy only applies to employees and does not apply to agency workers or self-employed contractors.

2 ENTITLEMENT TO MATERNITY LEAVE

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 DURING YOUR PREGNANCY

- 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:
- 3.2.1** the week in which your doctor or midwife expects you to give birth (Expected Week of Childbirth); and
- 3.2.2** 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.
- 3.5** During your pregnancy you are entitled to paid time off for antenatal care. This includes medical appointments and antenatal/parenting classes recommended by a doctor or midwife.

4 HEALTH AND SAFETY

4.1 Once you have notified us of your pregnancy, we will carry out a risk assessment, and identify any preventive and protective measures that we consider we need to take. We will take such steps as necessary to avoid any risks identified affecting your health and safety as a new or expectant mother or that of your baby. This may involve:

4.1.1 changing your working conditions or hours of work;

4.1.2 offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or

4.1.3 suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

5 STARTING MATERNITY LEAVE

5.1 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).

5.2 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.

5.3 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.

5.4 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.

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

6 MATERNITY PAY

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.

7 DURING MATERNITY LEAVE

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

7.2 Holiday entitlement will continue to accrue during maternity leave. If your maternity

leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your maternity leave can be carried over. 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.

- 7.3** 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 your Line Manager that you wish to make up any shortfall.

8 KEEPING IN TOUCH

- 8.1** 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.
- 8.2** 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.
- 8.3** 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.

9 RETURNING TO WORK

- 9.1** 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.
- 9.2** 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.
- 9.3** If you want to change your hours or other working arrangements on return from maternity leave you should make a flexible working request. It is helpful if such requests are made as early as possible.
- 9.4** If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

PATERNITY POLICY AND OTHER FAMILY FRIENDLY RIGHTS

1 OVERVIEW

- 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** 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 does not affect your right to take two weeks' paternity leave around the time of birth or placement.

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:
 - 2.1.1** you are the biological father and will have some responsibility for the child's upbringing; or
 - 2.1.2** you are the spouse, civil partner or cohabiting partner of the biological mother and will have the main responsibility (with the mother) for the child's upbringing.
- 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. In such cases you may be entitled to take adoption leave instead. However, adoption leave may only be taken by one adoptive parent. Paternity leave is available to the other adoptive parent (of either sex).

3 TAKING PATERNITY LEAVE

- 3.1** Paternity leave is a period of one or two weeks' 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. These weeks do not need to be taken consecutively.
- 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:
 - 3.2.1** the Expected Week of Childbirth;

3.2.2 whether you intend to take one week or two weeks' leave; and

3.2.3 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

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.

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 cannot reasonably be taken before your paternity leave can be carried over to the next holiday year

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 your Line Manager that you wish to make up any shortfall.

6 OTHER FAMILY FRIENDLY POLICIES

6.1 You may also be entitled to other statutory rights in respect of the following:

6.1.1 time off for ante natal appointments;

6.1.2 time off for adoption appointments;

6.1.3 adoption leave;

6.1.4 neonatal care leave and pay;

6.1.5 shared parental leave;

6.1.6 parental leave;

6.1.7 time off for dependants; and

6.1.8 the right to request flexible working.

FLEXIBLE WORKING REQUEST POLICY

1 OVERVIEW

- 1.1** This policy applies to all employees. It does not apply to self-employed contractors, workers, and agency workers.
- 1.2** The aim of this policy is to ensure that all eligible staff know their right to request flexible working, the procedure for doing so, and our obligations as an employer.

2 INTRODUCTION

- 2.1** All employees have the right to request to work flexibly from their first day of employment.
- 2.2** We recognise that an employee may want to request to work flexibly for a number of reasons and all requests will be considered seriously. We understand the importance of staff being able to fit work around other commitments and feel supported to deal with personal issues where needed.

3 PROVISION

- 3.1** All employees are eligible to request flexible working if they meet the following criteria:
- They are legally classed as an employee
 - They have not made more than 1 previous request in the last 12 months
- 3.2** When a request is received, it is our responsibility as an employer to:
- Look at your request fairly, following the ACAS Code of Practice on flexible working requests
 - Make a decision within a maximum of 2 months
- 3.3** All requests will be considered regardless of an employee's age, disability, gender reassignment, marriage or civil partnership, pregnancy and maternity, race, religion/belief, sex (gender), and sexual orientation.
- 3.4** Employees may want to submit a flexible working request if they wish to:
- Reduce their hours to work part-time
 - Change their start and finish time
 - Have flexibility with their start and finish time
 - Do their hours over fewer days, known as compressed hours
 - Share the job with someone else
- 3.5** An employee can ask for the change to be for:

- All working days
- Specific days only
- Specific weeks only, for example during school term time
- A limited time, for example for 6 months only

4 PROCEDURE

4.1 Putting the request in writing

Eligible employees who wish to make a request for flexible working must do so, in writing, to the Yard Manager. The request must include:

- A statement to say that you are making a statutory flexible working request
- The date you're sending it
- The change you'd like to make
- When you'd like the change to start
- The date of any previous flexible working requests, if you've made any
- If your request relates to something covered by discrimination law (Equality Act 2010), for example, to make a reasonable adjustment for a disability you have

It may also be helpful to include any benefits to the yard or your colleagues.

4.2 Discussing the request

We will arrange a meeting with you to discuss the details of your request. During the meeting, we may talk about your reasons for wanting the change, how any issues relating to the change could be dealt with, and any alternative options to your proposal.

There is no legal right to bring someone to the meeting with you, but you may request to bring a colleague or trade union representative to the meeting should you wish to. Agreement to this request is at our discretion.

4.3 Making the decision

We will endeavour to make a decision as quickly as possible, but no later than 3 months of first receiving your request. You will receive the decision in writing.

If your request is approved. You will receive confirmation of the changes in writing as an amendment to your contract of employment.

By law, the yard will only turn down a request for flexible working on one or more of the following grounds:

- It will cost too much
- We cannot reorganise the work among other staff
- We cannot recruit more staff
- There will be a negative effect on the quality of service
- There will be a negative effect on the business' ability to meet client demand
- There will be a negative effect on performance
- There's not enough work for you to do when you've requested to work
- There are planned changes to the business and the request will not fit with these plans

5 APPEALING THE DECISION

-
- 5.1** If you wish to appeal the decision, you may do so, in writing to the Yard Manager. Your appeal must be submitted within 14 days of you receiving the outcome of your request.

Your appeal letter should include:

- Why you feel the decision should be looked at again (for example, there's new information that might affect the decision)
- What you would like to happen next (for example, look at the new information and meet to discuss your flexible working request)

- 5.2** We will consider your whole request, including any appeal, within 2 months of first receiving the request. In exceptional circumstances, we may ask for additional time to consider the request. The employee's agreement to this will always be sought.

- 5.3** The appeal decision is final.

- 5.4** Where an agreement cannot be reached, or if an employee feels that the request has been handled unfairly, a formal complaint can be made via the grievance procedure.

WHISTLEBLOWING POLICY

1 OVERVIEW

- 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, apprentices, working pupils, officers, consultants, contractors, volunteers, interns, casual workers and agency workers.

2 WHAT IS WHISTLEBLOWING?

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.

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 Yard Manager.
- 3.2 We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or agreed representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

4 CONFIDENTIALITY

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 EXTERNAL DISCLOSURES

- 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 your Line Manager 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

Protect

(Independent whistleblowing charity)

Helpline: (020) 3117 2520

E-mail: info@protect-advice.org.uk

Website: www.protect-advice.org.uk

ANTI-BRIBERY POLICY

1 INTRODUCTION

- 1.1** This policy aims to set out the responsibilities of both the yard and its staff regarding upholding a zero-tolerance approach towards bribery and corruption, and what we must do to comply with relevant legislation (The Bribery Act 2010).
- 1.2** This policy also aims to provide guidance to staff should they need to raise any concerns in relation to bribery and corruption, and how this will be dealt with.
- 1.3** This policy covers all staff, including those who are temporary, permanent, casual workers, agency workers, self-employed, or any other person associated with us (including third parties, such as clients and suppliers).

2 DEFINITION

- 2.1** Bribery refers to the act of offering, giving, promising, asking, agreeing, receiving, accepting, or soliciting something of value or that is of an advantage to influence another person's actions or decisions.
- 2.2** Bribery is not limited to offering a bribe. If a person accepts a bribe, then they are also breaking the law.
- 2.3** Bribery is illegal and staff should not engage with it in any form. If you are uncertain as to whether something could be considered a bribe, you should seek further clarification from the Yard Manager or Business Owner before accepting.

3 GIFTS AND HOSPITALITY

- 3.1** The yard may accept appropriate gestures of hospitality/gifts if they meet the following requirements:
- It is not given/received with the intention of influencing the individual or obtaining business
 - It is not given/received with the suggestion that a return favour is expected
 - It complies with relevant law
 - It is given in the name of the business, not in the name of an individual
 - It does not include cash or a cash equivalent, such as a voucher
 - It is appropriate given the circumstances. E.g., a small gesture of goodwill at Christmas, and it is of appropriate value, given at the right time when considering the reason for the gift
 - It is given/received openly
 - It is not selectively given to an influential person with the intent of influencing their actions or decisions

- 3.2** Gifts that are given or received should always be recorded and disclosed to the Yard Manager or Business Owner. If there is any doubt as to the reason behind the gift/hospitality offer, clarification should be sought from the Yard Manager or Business Owner.

4 CHARITABLE CONTRIBUTIONS

- 4.1** From time to time, the yard may wish to make a donation/contribution to charity. This could be knowledge, time, services, or a financial contribution.
- 4.2** The yard will always record and disclose any charitable contributions and must ensure that they are not used to facilitate or hide an act of bribery.
- 4.3** Any charitable contribution must have the prior approval of the Yard Manager or Business Owner.

5 STAFF RESPONSIBILITIES

- 5.1** All staff must ensure that they have read, understand, and comply with the contents of this policy.
- 5.2** All staff are equally responsible for preventing and reporting bribery and should in no way engage in any activities which could lead to a breach of this policy.
- 5.3** Where there is reason to believe that an act of bribery has occurred, or could potentially occur in the future, this should be reported immediately to the Yard Manager or Business Owner.
- 5.4** Any member of staff to be found in breach of this policy will face disciplinary action, up to and including, dismissal for gross misconduct.

6 RAISING A CONCERN

- 6.1** If you suspect there has been an act of bribery or corruption, you should report it to the Yard Manager or Business Owner immediately as per the Whistleblowing policy. You should still raise your concerns even if you are uncertain.
- 6.2** The yard will support anyone who raises a concern under this policy in good faith, even if following investigation, you are mistaken.
- 6.3** If you feel that you have been treated unjustly due to refusing to give or accept a bribe, or because you have reported a concern, please inform the Yard Manager or Business Owner immediately.

7 COMMUNICATION

- 7.1** This policy and our zero-tolerance approach to bribery and corruption will be communicated to all suppliers, business partners and other third parties at the outset of any business relationship.

8 RECORD KEEPING & MONITORING

- 8.1** The yard will keep accurate financial records of all payments made.
- 8.2** The yard will declare any given or accepted gifts or hospitality and keep accurate records of these.
- 8.3** These records will include the value of the gift/hospitality and the reason it was given/received.
- 8.4** Records will be regularly reviewed, and any required improvements put in place as soon as possible.
- 8.5** This policy does not form a part of an employee's contract of employment and may be amended from time to time.

SMOKING AND VAPING POLICY

1 OVERVIEW

- 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 applies to all employees, apprentices, working pupils, officers, consultants, contractors, volunteers, interns, casual workers, agency workers and visitors.
- 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.

2 WHERE ARE SMOKING AND VAPING BANNED?

- 2.1** Smoking and vaping are not permitted in any enclosed, or substantially enclosed, premises within our workplace at any time. Smoking is also banned in the stable area, fields, paddocks, toilets, arena (indoor or outdoor), barn, feed/hay store, staff accommodation and when handling or exercising horses.
- 2.2** The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, vapes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.
- 2.3** Anyone using our vehicles, whether as a driver or passenger, must ensure the vehicles remain smoke-free.

3 WHERE ARE SMOKING AND VAPING ALLOWED?

You may only smoke or vape outside in designated areas during breaks. When smoking or vaping outside, you must dispose of cigarette butts and other litter appropriately.

4 BREACH OF THIS POLICY

- 4.1** Breaches of this policy by any employee, whether during or outside of working hours, 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.

DRUG AND ALCOHOL POLICY

1 OVERVIEW

- 1.1** We are committed to providing a safe, healthy, and productive working environment. This includes ensuring that all staff are fit to carry out their jobs safely and effectively in an environment which is free from alcohol and drug misuse.
- 1.2** The purpose of this policy is to increase awareness of the effects of alcohol and drug misuse and its likely symptoms and to ensure that:
 - 1.2.1** all staff are aware of their responsibilities regarding alcohol and drug misuse and related problems;
 - 1.2.2** staff who have an alcohol or drug-related problem are encouraged to seek help, in confidence, at an early stage; and
 - 1.2.3** staff who have an alcohol or drug-related problem affecting their work are dealt with sympathetically, fairly and consistently.
- 1.3** This policy is not intended to apply to "one-off" incidents or offences caused by alcohol or drug misuse at or outside work where there is no evidence of an ongoing problem, which may damage our reputation, and which are likely to be dealt with under our Disciplinary Procedure.

2 IDENTIFYING A PROBLEM

- 2.1** If you notice a change in a colleague's pattern of behaviour you should encourage them to seek assistance through their Line Manager. If they will not seek help themselves you should draw the matter to the attention of your Line Manager. You should not attempt to cover up for a colleague whose work or behaviour is suffering as a result of an alcohol or drug-related problem.
- 2.2** If you believe that you have an alcohol or drug-related problem you should seek specialist advice and support as soon as possible.

3 ALCOHOL AND DRUGS AT WORK

- 3.1** Alcohol and drugs can lead to reduced levels of attendance, reduced efficiency and performance, impaired judgement and decision making and increased health and safety risks for you, other people and the horses in your care. Irresponsible behaviour or the commission of offences resulting from the use of alcohol or drugs may damage our reputation and, as a result, our business.

- 3.2** You are expected to arrive at work fit to carry out your job and to be able to perform your duties safely without any limitations due to the use or after effects of alcohol or drugs. In this policy drug use includes the use of controlled drugs, psychoactive (or mind-altering) substances formerly known as "legal highs", and the misuse of prescribed or over-the-counter medication.
- 3.3** Employees found to be using or in possession of illegal drugs while at work will normally be reported to the police.
- 3.4** You should not drink alcohol during the normal working day, at lunchtime, at other official breaks and at official work-based meetings and events. Drinking alcohol while at work without authorisation or working under the influence of alcohol may be considered serious misconduct.
- 3.5** You must comply with drink-driving laws and drug-driving laws at all times. Conviction for drink-driving or drug-driving offence may harm our reputation and, if your job requires you to drive, you may be unable to continue to do your job. Committing a drink-driving or drug-driving offence while working for us or outside working hours may lead to action under our Disciplinary Procedure and could result in dismissal.
- 3.6** If you are prescribed medication you must seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job and whether your duties should be modified or you should be temporarily reassigned to a different role. If so you must tell your Line Manager without delay.

4 DRUG SCREENING

- 4.1** Any member of staff may be required to participate in a drug screening programme where there is reasonable cause to suspect that the individual has been under the influence of drugs at work or that their work has been affected by drug misuse.
- 4.2** Drug screening will be conducted by an external provider. Arrangements will be discussed with affected member of staff.

5 MANAGING SUSPECTED ABUSE

- 5.1** If we have reason to believe that you are suffering from the effects of alcohol or drugs misuse, we will invite you to an investigatory interview. The purpose of the interview is to discuss the reason for the investigation and seek your views on, for example, the deterioration of your work performance and/or behaviour.
- 5.2** If, as the result of the meeting or investigation, we continue to believe that you are suffering the effects of alcohol or drugs misuse and you refuse to engage in the next steps of the process (for example, the offer of a referral to Occupational Health) the matter may be dealt with under our Disciplinary Procedure.

6 CONFIDENTIALITY

We aim to ensure that the confidentiality of any member of staff experiencing alcohol or drug-related problems is maintained appropriately. However, it needs to be recognised that, in supporting staff, some degree of information sharing may be necessary.

7 PERFORMANCE AND DISCIPLINARY ISSUES

- 7.1** If you agree to undertake appropriate treatment and/or rehabilitation for an acknowledged alcohol or drug-related problem, we may decide to suspend any ongoing disciplinary action against you for related misconduct or poor performance, pending the outcome of the treatment.
- 7.2** Our intention is to support all staff with alcohol or drug-related problems to regain good health. Depending on the progress made on the course of treatment, any disciplinary action may be suspended for a specified period, discontinued or restarted at any time as we see fit.
- 7.3** In circumstances where an employee breaches the policy on an individual case, such as reporting for work drunk or being under the influence of drugs at work, we will class this behaviour as a conduct issue and handle it via the normal disciplinary procedures.

8 BREACH OF THIS POLICY

Breaches of this policy by any employee, whether during or outside of working hours, will be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

VEHICLE POLICY

1 OVERVIEW

- 1.1** The purpose of this policy is to set out our requirements and expectations should you drive our vehicles (whether this is a car, a car towing a horse trailer or a horse lorry) whilst working for us.
- 1.2** This policy covers all employees, apprentices, working pupils, officers, consultants, contractors, casual workers and agency workers.

2 ARRANGEMENTS FOR DRIVING OUR VEHICLES

- 2.1** If we require you to drive our vehicles whilst working for us, you must first provide evidence that you hold a current, full and appropriate driving licence for the vehicle which you are required to drive.
- 2.2** If you are provided with a vehicle whilst working for us, we will supply you with a vehicle of such make, model and value as is determined by us for your use. We will specify whether this is to be used for business use only or business and private use.
- 2.3** We shall be responsible for payment of all reasonable standing and running costs of the vehicle that you drive, including insurance, tax, MOT, maintenance and repair and shall bear the cost of fuel incurred during business mileage.

3 WITHDRAWAL OF VEHICLE

We may, at our absolute discretion, prohibit you from driving our vehicles and/or withdraw your entitlement to a vehicle for business (and personal, if permitted) use at any time.

4 EMPLOYEE OBLIGATIONS

- 4.1** You shall:
 - 4.1.1** take good care of the vehicle and ensure that the provisions of the policy of insurance relating to the vehicle are observed;
 - 4.1.2** obey all speed limits, traffic signals, driving time limits and comply with the laws of the country in which you are driving;
 - 4.1.3** ensure you are fit and able to drive and, in particular, not under the influence of alcohol, drugs or any prescription medication that impedes your ability to drive;
 - 4.1.4** pay all expenses directly connected with any private use of the vehicle (if permitted);

- 4.1.5 be responsible for payment of all fines incurred for traffic offences and parking fines;
- 4.1.6 notify us of any accidents involving the vehicle (whether or not these take place while you are on business);
- 4.1.7 immediately inform us if you are convicted of a driving offence or disqualified from driving;
- 4.1.8 return any vehicle, its keys and all documents relating to it to us immediately on the termination of your employment, howsoever arising, or on you becoming no longer legally entitled to drive; and
- 4.1.9 ensure that, if you are travelling with horses, that you regularly stop to check on the horses and offer them water etc.

5 MOBILE TELEPHONES

- 5.1 It is illegal to drive a vehicle whilst using a handheld mobile telephone. It is your responsibility to ensure that any use of a mobile telephone is restricted to a suitable, lawful hands-free device whilst driving.
- 5.2 We encourage you to avoid taking or making telephone calls (even with a suitable hands-free device) whilst driving in any event. Therefore, if you must take or make a telephone call, you should pull over in a safe place and switch the engine off before doing so.
- 5.3 For this reason, we will only call you when it is absolutely necessary and will not expect you to answer immediately. We will leave a message for you to call back when it is safe to do so.

6 ACCIDENTS

- 6.1 If you are involved in an accident, however small, you (and everyone in the vehicle) must write down what happened at the time, or as soon as possible afterwards. Preparing rough sketches of the road layout and vehicles involved, as well as taking photographs of this and any damage, can also be useful.
- 6.2 You must inform us immediately of any accidents, no matter how insignificant they may seem.

7 BREACH OF THIS POLICY

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.

HORSE HANDLING & RIDING POLICY

1 OVERVIEW

- 1.1** The purpose of this policy is to provide you with guidance on the rules that are in place for handling and riding horses. These rules must be adhered to at all times.
- 1.2** This policy applies to those who handle or ride horses as part of their duties.
- 1.3** We are committed to providing a safe working environment and the rules on the handling of horses are provided to minimise the risk associated with working with horses.

2 LEADING HORSES

- 2.1** You must wear gloves and appropriate foot wear (such as boots) when leading a horse. If you are leading a horse that is young, difficult, has been on box rest or is new to the yard, you must wear a riding helmet when leading them or turning them out.
- 2.2** When preparing to lead a horse you should ensure that the head collar, or bridle (as appropriate), is properly fitted and secured. Never lead a horse by the head collar or bridle only.
- 2.3** You should consider the individual horse and be aware of and monitor your surroundings. Horses should not be led through narrow gaps or past obstacles, like wheelbarrows, unnecessarily as the horse may shy sideways. You should ensure that any gates or stable doors are open, and secured where possible, and that you have control of the horse before you lead them through.
- 2.4** You should only lead one horse at a time unless you are advised that it is safe to lead particular horses together. No more than two horses should be led together at any one time.
- 2.5** A loose horse is a danger to you and others around you. If a horse that you are leading becomes loose, you should alert those around you, seek help and make every reasonable effort to catch the horse as soon as possible.

3 TURNING HORSES OUT

- 3.1** Before turning a horse out into a field, ensure that the field is safe, the fencing is secure and that you are turning out into the correct field with the correct companions (if any). Ensure that you can open the field gate wide enough to enable you to safely lead the horse through. Prior to releasing the horse, you should turn it around to face the fence. You can then undo the head collar, release the horse and exit the field.

- 3.2** When two or more people are turning out more than one horse at the same time, ensure that the horses are released at the same time. This will require you to communicate and co-ordinate with the other person to ensure that you release them at the same time. If you fail to do so, a horse or person may be injured.
- 3.3** Check that the horse(s) has/have a sufficient supply of fresh water and leave head collars and lead ropes outside of the field and in the designated place. Never leave the head collars and lead ropes in the field.

4 IN THE STABLE

- 4.1** There are many factors which may influence how a horse behaves in the stable. For example, if it is new to the yard, unwell or it is around feed time.
- 4.2** Prior to entering a stable with a horse, review its behaviour and body language. When you do go into a stable either shut and bolt the door or, ideally, put on a head collar and tie the horse securely and safely to baler twine with a quick release knot.

5 EXERCISING A HORSE

- 5.1** Whenever you are exercising a horse (whether this is riding, lunging or long-reining), you must always wear a riding helmet that is properly fitted and secured.
- 5.2** When hacking a horse you must adhere to the Highway Code, be considerate to others (thanking drivers who slow down) and ensure you and your horse are safe at all times. You must always advise someone of the route you are taking and how long you expect to be. A charged mobile phone must always be taken so that you can call for help in the event of an emergency.
- 5.3** You must never use your mobile phone whilst riding a horse unless it is in the case of an emergency.
- 5.4** If all possible, you should avoid riding or schooling horses on your own. If this is unavoidable, advise someone of when you start, how long you expect to be and when you have finished. You must never jump a horse without being accompanied.

6 BREACH OF THIS POLICY

Breaches of this policy by any employee, whether during or outside of working hours, will be dealt with under our Disciplinary Policy and Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

ADDITIONAL POLICIES & YARD RULES

1 RULES OF THE YARD

1.1 You must adhere to the following rules at all times:

1.1.1 Welcome to Pony Wisdom with Dr Kris! The Code of Conduct is compiled for the safety of customers, staff, volunteers, visitors and horses. Take your time to familiarize yourself with the code, don't hesitate to contact the staff if any questions should arise. 1. Please be aware that we operate as a mobile service. We are available at Battler's Green Farm in Radlett, every Sunday between 12:00 and 14:00, with additional days and times offered by appointment. During our available hours, staff are on hand to support you and ensure safe practice. Information you get from the staff is essential for everybody's safety. 2. The staff knows the horses, so while grooming the horses it is worth to go along with instructions given from the staff. While walking the horses in hand, do not wrap the rope or reins around your hand. Shoes worn around the ponies should be sturdy. Wearing an appropriate helmet and gloves is recommended for safety and comfort when handling or walking the ponies, and is mandatory for riding, driving, or advanced horsemanship activities 3. Horses are sensitive and intelligent animals. They must be handled with patience, kindness, respect, and professionalism to ensure their wellbeing, build trust, and maintain the safety of both horses and people. Calm and composed behaviour is essential around horses. Horses are flight animals that can spook sudden movements and loud noise. All participants must follow the facilitator's safety instructions immediately. Unsafe or disrespectful behaviour towards horses, staff, volunteers, or other participants will not be tolerated. Serious or persistent unsafe behaviour will result in the session being ended early. Participants and volunteers are responsible for their actions. Damage caused through negligence or unsafe behaviour may result in repair or replacement costs being charged. 4. It is not allowed to approach or stroke the horses without permission. Entering the paddocks and pastures is also prohibited without permission. Dogs should be on the leash while visiting, it is important for dogs own safety. 5. Feeding is planned carefully for each horse individually. Feeding extra could risk horses health or change horses behaviour and miniature horses are at higher risk of choking, that is why nothing should be fed to horses without staffs permission. 6. Every horse has it's own, fitted tack. If there is a certain place for the tack, for example a rack or a holder, place the bridle and saddle on them while tacking the horse. Expensive equipment lying on the floor can get broken or cause danger if tangled at the feet of horses or human. Ask the staff for additional information if needed. Remember that a horse may not be left unattended with the tack on. Do not fasten the horse from the mouthpiece. You can place a halter on top of the bridle and after that fasten the horse according to instructions. Keep stables and arenas tidy. 7. While handling the horses, be aware of the surroundings and try to anticipate and avoid situations that may cause danger to yourself, the horse or the others. Ask questions without hesitation or prejudice, attend courses, trainings and events organized by Pony Wisdom in order to learn more about horses and handling of horses.

1.1.2



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