



Employee Handbook

Please note that the electronic version of this Employee Handbook is the most up to date version and supersedes any print versions of the Employee Handbook.

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Employee Handbook Issues And Updates

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Introduction

WELCOME TO OUR TEAM...

We are delighted to welcome you to Ecoserv and hope that you enjoy your employment within the Group. You will be employed by a locally based Company operating under the name of Ecoserv. The name of the employing Company will be on your Employment Contract. Operating as the Ecoserv brand we share a vision to become the support services provider of choice in the UK.

Building on our solid expertise and core competencies we offer customers a wide portfolio of soft services, available as a bundled services package or a standalone service. Utilising our combined experience in a range of industry sectors we are able to work in partnership with customers to create a soft services package that is unique to their business and sector, leaving them free to focus on their core business.

You will be part of the team that gives our customers “Smarter – Greener – Cleaner”.

- Smarter – we are local business owners and teams who work with smart customers – we care about the delivery of our service to our customers because it matters to us. Our cleaners are smartly presented wearing a Company branded uniform.
- Greener – Our products are super environmentally friendly, effective, and safe so our customers have a cleaner, greener and healthier workplace. We want to provide a sustainable future for all our customers, and our brand is definitely Green
- Cleaner – Our “Clean” methodology will ensure that our customers consistently receive the service they pay for by measuring the results objectively and regularly. We strive to constantly improve through staff engagement and innovation.

These are our core corporate values, and we would ask all members of Ecoserv (no matter their position or title) to embrace these along with the following guiding principles that will set us apart from the competition.

- You are there for our customers
- You believe in our business
- You are ‘one team’
- You take ownership and accept accountability
- You celebrate success
- You act with integrity and show respect
- You have the humility and hunger to learn

This handbook will provide you with the information you need during your employment with Ecoserv, and we hope it will be a useful point of reference for you. Finally, we would like to wish you well in your career with Ecoserv as a valued member of our team.

Regards,
Jean-Henri Beukes
Chief Executive Officer

Joining Our Organisation

A) INDUCTION

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

B) JOB DESCRIPTION/RESPONSIBILITIES

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

C) PERFORMANCE AND REVIEW

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

D) STAFF APPRAISAL SCHEME

We have a staff appraisal scheme in place for the purpose of monitoring staff performance levels with a view to maximising the effectiveness of individuals, details of which are available separately.

E) JOB FLEXIBILITY

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

F) MOBILITY

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

G) DISCLOSURE AND BARRING CERTIFICATE(S)

Your initial employment is conditional upon the provision of a satisfactory Disclosure and Barring Certificate of a level appropriate to your post. You may be required to undertake subsequent criminal record checks from time to time during your employment as deemed appropriate by the Company. In the event that such certificate(s) are not supplied your employment with us will be terminated.

Data collected about criminal convictions will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

H) SECURITY CHECKS & VERIFICATION OF STAFF

Your role and/or place of work may require additional checks to be carried out prior to, or during the course of your employment and your employment and/or continued employment where this is required is subject to satisfactory clearance being granted.

You will have been informed at your interview or by your Line Manager/Team Leader if there are any requirements for security checks at your place of work.

From time to time the Company may carry out checks on both new starters and existing employees this may include employees that are not usually subjected to these checks. If unsatisfactory checks are received the Company reserves the right to terminate your employment without notice.

I) CONVICTIONS AND OFFENCES

During your employment, you are required to immediately report to the Company any convictions or offences with which you are charged, including traffic offences. Data collected about criminal convictions will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

J) UNAUTHORISED PEOPLE

Unauthorised people are not allowed to enter any customer site at any time. Any employee that brings in any unauthorised people will be subject to disciplinary action up to and including dismissal.

Code of Conduct

The Code of Conduct set out below is designed to cover the main areas of the required standards of behaviour and performance. The code includes Company Rules, which all employees are required to comply with, and examples of misconduct, which Ecoserv normally regards as Gross Misconduct. A breach of Ecoserv Rules will render an employee liable to disciplinary action. An instance of Gross Misconduct will render an employee liable to dismissal without notice.

Ecoserv Rules and the examples of misconduct are not exhaustive. You are under a duty to comply with the standards of behaviour and performance required by Ecoserv, and to behave in a reasonable manner, at all times.

All Company Rules apply to employees and their postings on social media. Anything said/posted on social media will be treated as if the same remark had been said face to face.

Company Rules

You are required to comply with the rules relating to notification of absence, which are set out in the Sick Pay and Absence Policy.

You are required to arrive at work promptly, ready to start work at your contracted starting time, and are required to remain at work until your contracted finishing time. See section on Timekeeping.

You may be required to work additional hours at short notice, as the needs of the business require.

You are responsible for your own time recording on commencing and finishing work. Any errors or omissions must be cleared with management, who will authorise or endorse any amendment.

You are required to maintain satisfactory standards of performance at work, a high level of quality, accuracy, and diligence.

You may be required from time to time to undertake duties outside your normal job remit.

You may be required from time to time to work at locations other than your normal place of work.

You are required to co-operate fully with your colleagues and with management, and to ensure the maintenance of acceptable standards of politeness (including postings on social media).

You are required to take all necessary steps required to safeguard Ecoserv's public image and preserve positive relationships with its customers and suppliers (including postings on social media).

The use of inappropriate or offensive language and behaviour towards clients, suppliers or other members of staff (including postings on social media) is considered a serious disciplinary matter.

You are required to comply with Ecoserv's Operating Policies and Procedures, as detailed in this Handbook.

You are required to ensure that you do not behave in a discriminatory manner (including postings on social media).

You are required to gain an understanding of Ecoserv's health and safety procedures, to observe them, and ensure that safety equipment and clothing, if appropriate, is always used. Any action by you which endangers the health or safety of yourself, other employees or any other persons, may lead to disciplinary action being taken.

All accidents, however small, must be reported to management as soon as possible, and an entry made in Ecoserv's Accident Book (kept by the Line Manager/Team Leader).

You are required to comply with all reasonable management instructions.

You are not permitted to make use of Ecoserv's or its customers' telephone, fax, or postal facilities and services without management permission. (Please refer to the Information and Communications policy below, for more details.)

Ecoserv property and equipment must not be taken from Company/customer premises unless for use on authorised Ecoserv business.

Ecoserv may request to search your clothing, personal baggage, and vehicles. Any such search must be conducted by an authorised member of management in the presence of an independent witness. Should you refuse such a request, the appropriate authorities will be requested to conduct the search on behalf of Ecoserv. Failure to co-operate with Ecoserv in this respect may be treated as gross misconduct.

You are solely responsible for the safety of your personal possessions while on Company/customer premises. You must ensure that your possessions are at all times kept in a safe place.

If you find an item of personal property on the premises, you are required to inform management immediately.

You are forbidden to use hand-held mobile phones whilst driving on Ecoserv business, whether driving in a Company or your own vehicle (please refer to the section on Mobile Phones and Driving).

Occupational Standards

At Ecoserv we want all employees to provide our clients with PASSIONATE SERVICE DELIVERY in a SAFE and secure environment.

These occupational Standards form the Company Code of Conduct and as such compliment your employment Terms and Conditions. Failure to comply could result in disciplinary action being taken.

All employees must understand these Occupational standards so that we ALL work together to deliver our promises to customers.

Work safely, always...

- Complete the signing in and out procedure (this may differ on each site)
- Know the locations of the emergency fire exits of the site you are working on
- Know the location of first aid box
- Wear the correct personal protective equipment (PPE), if required by the Risk Assessment / Method statement. If no PPE, then do not start the task.
- Wear non-slip, closed toe footwear
- Place warning signs as required so they are visible
- Only use machinery if properly trained. Follow the Company's policies and the suppliers or manufacturer's instructions for the safe use of equipment.
- Check machinery, including cables, for damage/loose connections. Any concerns do not use and report to Line Manager/Team Leader.
- Use correct colour coded cloths, buckets, and mops
- Keep your feet on the floor - never use ladders, chairs or other objects to reach areas to clean (high level)
- Read appropriate risk assessments and method statements
- Use chemicals provided at the site - do not bring products from home or other locations
- Dilute products as directed / instructed by the supplier / manufacturer instructions
- Never mix chemicals
- Working under the influence of drink and or drugs is prohibited. You must consider the implication of any over the counter and prescription medication.
- Take reasonable care of your own and other people's Health and Safety.
- Report any concerns, problems, or potential hazards
- Take reasonable action, where possible, to remove the risk immediately.
- Pass on any suggestions for reducing risks to health and safety

If you are unsure about any of the information or instruction, then contact your Line Manager/Team Leader.

DO YOU KNOW WHO YOUR LINE MANAGER/TEAM LEADER IS? IF NOT, THEN ASK YOUR REGIONAL OFFICE.

We are there for our customers, always...

- 1) Arrive in time to start your shift promptly
- 2) Carry out your work according to the specification and schedules provided by your Line Manager/Team Leader
- 3) Be courteous and provide help to the client, customer and public within the reasonable limits of your job
- 4) Strive to find solutions rather than just focus on problems and communicate these with your Line Manager/Team Leader.

We believe in our business, always...

- 1) Wear your Company uniform, and or PPE, and other appropriate clothing at all times when on customer sites / premises.
- 2) Do not do, write or say anything that could damage the Company image or reputation. If you have a problem or concern, please raise it with your Line Manager/Team Leader
- 3) Avoid any conduct that could have an adverse effect on the reputation of the Company.
- 4) Deal with the client / customer and public in a way that encourages trust and goodwill to you and the Company

We act and show respect in the workplace, always...

- 1) Follow instructions and procedures for entering and leaving the Premises where you work
- 2) Leave your work area tidy and clean
- 3) Not to use client or Company Equipment without prior agreement / permission or training
- 4) Report any suspicious people or packages to the appropriate person
- 5) Report breaches of security and situations that could cause a breach of security to the appropriate person.
- 6) Identify those aspects of the workplace, which could harm yourself or others
- 7) Do not give anyone information about the premises

We take ownership and accept accountability, always...

- 1) Provide on request updated Documentation to allow work in the UK
- 2) Use an electronic time recording system (Time and Attendance system) to report your starting and ending of shift. Failure could impact or delay the payment of your wages.
- 3) Ensure your personal presentation at work maintains the health and safety of yourself and others meets legal requirements
- 4) Carry out your work in compliance with all legal requirements and follow the Company's policies and procedures
- 5) Act in accordance with the Company's policies and procedures
- 6) Use equipment, materials, and work methods appropriate for the work you have to do
- 7) Prepare, carry out and complete the work in the correct order dealing with any problems you may encounter
- 8) Report any problems you cannot deal with to the appropriate person for their advice
- 9) Provide your Line Manager/Team Leader with appropriate information promptly

We are one Team, always...

- 1) Deal with reasonable requests from other colleagues promptly
- 2) Provide information to your colleagues when they require it
- 3) Help colleagues when they need it within the reasonable limits of your job role
- 4) Ask a colleague for help if you need it
- 5) Handle disagreements with colleagues in a way that does not harm the work of the team or the reputation of the Company
- 6) Report any disagreements with colleagues that you cannot handle to your Line Manager/Team Leader
- 7) If unable to attend work, contact Line Manager/Team Leader as soon as possible.
- 8) Provide Contact number / details to your Line Manager/Team Leader

We have the humility and hunger to learn, always...

- 1) Co-operate with your Line Manager/Team Leader to agree areas where you could develop yourself further
- 2) Agree targets for your development with your Line Manager/Team Leader that you can achieve
- 3) Agree with your Line Manager/Team Leader how much time and support you will need to achieve these targets
- 4) Take part in activities to develop you
- 5) Regularly check your progress with your Line Manager/Team Leader
- 6) Ask for and use feedback on your performance from your Line Manager/Team Leader and Colleagues - Use this feedback to develop yourself further.

Salaries and Wages, etc

A) ADMINISTRATION

1) Payment

- a) For all staff the pay period is the calendar month. *Basic salaries are paid by the last day of the following month / *or in arrears on the 10th day of the following month.
- b) You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g., Income Tax, National Insurance, etc.
- c) Any pay queries that you may have should be raised with your Line Manager/Team Leader.

2) Overpayments

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

3) Income Tax and National Insurance

At the end of each tax year, you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep

these documents in a safe place as you may need to produce them for tax purposes.

4) Pay Reviews

Pay is reviewed annually; however, there is no guarantee of an automatic increase in your pay as a result of any review. Pay will not be reviewed if you are within your notice period.

5) Payroll giving

Ecoserv runs a payroll giving scheme for employees to give to charities. Please contact your Line Manager for details of this scheme.

B) TIMEKEEPING

All employees are expected to report for work punctually and to observe the normal hours of work laid down in their contract of employment, including the provision for breaks (where relevant). Failure to report for work on time is detrimental to the efficient running of the organisation and imposes an unnecessary and unfair burden on colleagues.

You are responsible for ensuring you arrive at work early enough to enable you to begin work at your appointed start time. Your start time is the time you are expected to actually start work, not the time you are expected to arrive at your normal place of work. Likewise, you are required to remain at work and actually working at least until your appointed finish time, unless granted authorisation by your Line Manager/Supervisor/Team Leader to leave early. The same principles apply to any breaks.

If you are going to be late for work, you must make every effort to contact your Line Manager/Team Leader by telephone as soon as possible to notify them of this fact and of the time you expect to arrive. If you are then late for work, you must report to your Line Manager/Team Leader and explain the reason for your lateness before starting work.

It is expected that, occasionally, circumstances outside your control can cause lateness, for example cancelled trains or road traffic accidents. However, where the reason for delay is a normal or regular occurrence, or one which can reasonably be anticipated, this will not be regarded as a valid reason for your lateness, for example ongoing road works on your route to work.

If it becomes necessary for you to leave work before your normal finishing time or to take time off work during normal working hours (even in circumstances of a family emergency), prior authorisation must be obtained from your Line Manager/Supervisor/Team Leader. You must then report to your Line Manager/Supervisor/Team Leader on re-starting work. In respect of family emergencies, please see the section on "Time Off for Dependents" (under section "Statutory rights to time off") for further information.

This policy also governs your timekeeping whilst at work, for example in respect of your attendance at meetings or internal staff training. You should aim to arrive at meetings, etc. at least five minutes before they are scheduled to start.

Except in the normal course of your job duties and during your break (where relevant), you must not leave your place of work without prior authorisation from your Line Manager/Supervisor/Team Leader.

Your Line Manager/Team Leader will monitor your timekeeping on an on-going basis. Such monitoring will include visual observation and/or electronic swipe-card data / telephone time and attendance system (where appropriate). Your Line Manager/Team Leader is responsible for keeping records of the dates and number of occasions of lateness and the length of lateness on each occasion.

You have no contractual or statutory right to be paid for time not worked due to lateness or absence. Any payments made by Ecoserv in such circumstances are done so in its absolute discretion.

C) SIGNING IN

You must sign in when you arrive at work and sign out when you leave the building. This is primarily for health and safety reasons.

If you are instructed to do so, remember to clock in and out using the telephone or any similar type of time and attendance system.

Your wages are calculated using timesheets in conjunction with the signing in and out records. If you do not sign or clock in and out, you may not be paid correctly, and payments could be delayed.

If you deliberately falsify yours or any other employees' records, this will be considered gross misconduct and you will be dismissed from your employment.

If you sign out prior to leaving the premises, you will be counted as being out of the building in case of fire evacuation so only sign out at the point you leave the site.

D) LATENESS/ABSENTEEISM

- 1) You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your work.
- 2) All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.
- 3) If you arrive for work more than one hour late without having previously notified us, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the day without pay.
- 4) Lateness, timekeeping, or absence may result in disciplinary action and/or loss of appropriate payment.

E) SHORTAGE OF WORK

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

F) PENSION SCHEME

We operate a contributory pension scheme which you will be auto-enrolled into (subject to the conditions of the scheme). The scheme enables you to save for your retirement using

your own money, together with tax relief and contributions from the Company. Further details are available separately.

Holiday Entitlement and Conditions

A) ANNUAL HOLIDAYS

- 1) Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
- 2) It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.
- 3) Holiday dates will normally be allocated on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
- 4) We operate an online system for booking holidays online. You will be given the rights to request absence online and you will also be able to view your holiday entitlement online at any time. This is to give you the facility to easily plan your holidays throughout the year.
- 5) Once you have registered your holiday request online, you will receive an e-mail from your Line Manager/Team Leader authorising or declining your request. If you feel that your request has been unreasonably refused for any reason you should refer the matter to your Line Manager/Team Leader. They will endeavour to ensure that you have every opportunity to take your holidays at the time you request them, but they will need to balance your requests with the needs of the department.
- 6) You should give at least four weeks' notice of your intention to take holidays.
- 7) No more than two weeks of annual holiday entitlement can normally be taken at one time. In exceptional circumstances, up to three weeks may be allowed, subject to your Line Manager/Team Leader's approval.
- 8) Unpaid holiday will only be allowed at management discretion and in exceptional circumstances.
- 9) Payment for holidays will be at the rate shown in your individual Statement of Main Terms of Employment.
- 10) You are required to reserve sufficient days from your annual entitlement to cover the Christmas/New Year shut-down period. If you have not accrued sufficient holiday entitlement to cover this period, you will be given unpaid leave of absence.

B) PUBLIC/BANK HOLIDAYS

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

For some staff, due to the nature of our work, some or all public/bank holidays are not recognised and are treated as normal working days.

Sickness/Injury Payments and Conditions

A) NOTIFICATION OF INCAPACITY FOR WORK

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

B) EVIDENCE OF INCAPACITY

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

C) PAYMENTS

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

D) RETURN TO WORK

- 1) You should notify your Line Manager/Supervisor/Team Leader as soon as you know on which day you will be returning to work, if this differs from a date of return previously

notified.

- 2) If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
- 3) On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to your Line Manager/Supervisor/Team Leader.
- 4) Upon returning to work after any period of sickness/injury absence, you may be required to attend a "return to work" interview to discuss the state of your health and fitness for work. Information arising from such an interview will be treated with strictest confidence.

E) GENERAL

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

F) FREQUENT / SHORT TERM ABSENCE

A formal absence review will be arranged when an employee's level of sickness gives rise to concern over their well-being and ability to perform their role satisfactorily. A review will take place when an employee's absence reaches one of the following trigger points.

| Number of Absences | Time Period |
|---|---|
| 3 or more occurrences or 5 working days | Over a 3 month rolling period Absence Review 1 |
| 6 or more occurrences or ten working days | Over a 12 month rolling period Absence Review 2 |
| 14 Working Days | Over a 12 month rolling period Absence Review 3 |

Absence Review 1

A Manager will meet with the employee to discuss their sickness record. This is to discuss whatever action is appropriate and offer any assistance if required to improve their attendance.

HR should be contacted, and a case handler assigned. Employees will be invited to attend a formal absence review and will be given the right to representation.

During this meeting the Manager will:

- Highlight the number of absences
- Identify if there are underlying causes for the absences e.g., domestic, welfare or work related issues
- Advise the employee of the impact of these absences
- Provide support, advice, and guidance if appropriate

Depending on the circumstances:

- It may be necessary to issue a formal caution for absence
- Offer further support and guidance
- Refer to HR if it is felt a medical assessment may be necessary
- Advise that absence levels will continue to be monitored

The decision will be confirmed in writing to the employee and a copy placed on their file for a period of 12 months. After 12 months this caution will be disregarded. The employee must also be advised of their right to appeal.

Absence Review 2

During this meeting the same format should be followed as above, the Manager should explore further reasons for absence levels.

Advise that absence levels will continue to be monitored and it may be necessary to issue a second formal caution for absence.

Absence Review 3

When the formal absence review process has reached this stage HR must be involved who will advise on the appropriate outcome.

If at the end of the review period, the required improvement has been achieved, no further action will be taken. However, if attendance deteriorates during the year following the specified period, the above process can be re-activated at the last stage.

Long Term Absence

Absence is deemed long term when it exceeds four weeks. In these instances, Line Manager/Supervisor/Team Leaders/Team Leaders must contact HR who will assign a case handler and advise you of the next steps.

We expect you to keep us informed if you are not able to return when you initially said you would and reserve the right to contact you to find out when you will be able to return.

Everyone's attendance at work will be monitored so that any unacceptable levels of absenteeism can be examined by management.

For long-term sickness absence, which is classified as absence for four weeks or more, or for frequent periods of sickness absence, the Company may request a medical report. This will be done from your GP or consultant. The cost of any such report or examination will be met by the Company and you are required to co-operate in the obtaining and disclosure of all

results and reports to the Company. You do not have to agree to co-operate with this process. However, should you choose not to engage, the Company can only make decisions based on the evidence it has.

If you are in receipt of sick pay (including Statutory Sick Pay) you are not allowed to undertake any form of paid alternative work/employment, self-employment, or voluntary work. Any breach of this rule will be regarded as gross misconduct, which could result in dismissal.

Ecoserv reserves the right to send you home if, for any reason, you appear to be unfit for work or appear to present a risk to yourself, the workplace, other staff members or third parties. These are precautionary measures designed to prevent the spread of disease in the workplace and/or further harm to you or others.

If you have been invited to an investigatory meeting, are suspended or have been notified you are to attend a disciplinary hearing, and are unable to attend work or a meeting due to sickness, any entitlement to Company/Industry sick pay will not be paid and you will be entitled to statutory sick pay only.

G) ELECTIVE SURGERY

Elective surgery is surgery that is not considered to be medically necessary, for example because it is concerned with the enhancement of appearance through surgical and medical techniques. It includes cosmetic surgery (such as breast implants and face-lifts) and other non-essential medical procedures such as laser eye treatment and vasectomies.

If you wish to take time off for elective surgery, you may use your existing paid annual leave entitlement, provided you comply with the provisions relating to annual leave set out in your contract of employment and in the section on "Holidays".

You have no contractual or statutory right to be paid for time off for elective surgery. Any payment of salary made by Ecoserv in such circumstances is done so at its absolute discretion. If applicable, time off for elective surgery will be paid at your basic rate of pay. You may apply for unpaid time off, using normal procedure.

If you wish to apply for time off for elective surgery, you should apply in writing as far in advance as possible of the day on which the surgery is to take place to your Line Manager/Supervisor/Team Leader stating the period of leave requested and the reasons for it. Any information provided will be maintained in strict confidence and will only be disclosed on a "need-to-know" basis. You may also be required to provide an appointment card and/or a statement from a qualified medical practitioner that elective surgery has been approved and confirming the time off required for recovery.

H) GENDER REASSIGNMENT

Gender reassignment is a process which is undertaken for the purpose of permanently reassigning a person's sex by changing physiological or other characteristics or attributes of sex, and it includes any part of such a process.

If required, Ecoserv will grant you leave to undergo gender reassignment surgery and you will be treated no less favourably than if you were absent because of sickness or injury. Medical appointments in connection with the gender reassignment process will be treated no less favourably than any other medical appointments. You should try to arrange medical appointments and surgery at times that will cause the minimum amount of inconvenience to the Company.

You have no contractual or statutory right to be paid for time off for gender reassignment medical appointments or surgery. Any payment of salary made by the Company in such circumstances is done so in its absolute discretion. However, in relation to time off for surgery, the Company accepts that gender reassignment is not a lifestyle choice and therefore provided you comply with the Company's absence reporting procedure and your absence is properly certified, you will receive sick pay in accordance with the Company/Industry sick pay provisions. If you require further paid time off, you may use your existing paid annual leave entitlement, provided you comply with the provisions relating to annual leave set out in your Contract of Employment and in the section on "Holidays".

If you wish to apply for time off for gender reassignment surgery, you should apply in writing as far in advance as possible of the days on which time off is required to your Line Manager/Team Leader stating the period of leave requested. Time off to attend medical appointments must be authorised by your Line Manager/Supervisor/Team Leader in advance in the normal way. Any information provided will be maintained in strict confidence and will only be disclosed on a "need-to-know" basis. You may also be required to provide an appointment card and/or a statement from a qualified medical practitioner that the process of gender reassignment has been approved and confirming the time off required after surgery.

I) FERTILITY TREATMENT

Medical appointments in connection with the early stages of the fertility treatment process will be treated no less favourably than any other medical appointments. You should try to arrange fertility treatment at a time that will cause the minimum amount of inconvenience to the Company. If you require further time off, you may use your existing paid annual leave entitlement, provided you comply with the provisions relating to annual leave set out in your Contract of Employment and in the section on "Holidays".

You have no contractual or statutory right to be paid for time off for fertility treatment. Any payment of salary made by Ecoserv in such circumstances is done so in its absolute discretion. If applicable, time off for fertility treatment will be paid at your basic rate of pay.

If you wish to apply for time off for fertility treatment, you should apply in writing as far in advance as possible of the days on which time off is required to your Line Manager/Supervisor/Team Leader stating the period of leave requested. Time off to attend medical appointments must be authorised by your Line Manager/Team Leader in advance in the normal way. Any information provided will be maintained in strict confidence and will only be disclosed on a "need-to-know" basis. You may also be required to provide an appointment card and/or a statement from a qualified medical practitioner that fertility treatment has been approved.

Employee Assistance Programme

We recognise that sometimes you may face certain challenges in your work and home life that are difficult to deal with. We subscribe to a confidential and professional life management service which provides you with a qualified counsellor who can offer personal support for any practical or emotional challenges you may be facing. The service is initially provided via telephone and online advice but face to face meetings will be arranged where this is felt clinically appropriate. This service is totally confidential. More details of this service are available from your Line Manager/Supervisor/Team Leader.

Safeguards

A) RIGHTS OF SEARCH

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

B) CONFIDENTIALITY

- 1) All information that:
 - a) is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence.
 - b) relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort; and
 - c) has not been made public by, or with our authority.

shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.

- 2) You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.
- 3) You must make yourself aware of our policies on data protection in relation to personal data and ensure compliance with them at all times.

C) COMPANY PROPERTY AND COPYRIGHT

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

D) STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by a member of the Executive Team.

E) DATA PROTECTION

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

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

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

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

You are required to comply with all Company policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.

F) VIRUS PROTECTION PROCEDURES

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

- a) unauthorised software including public domain software, USBs, external hard drives, CDs, or internet downloads must not be used; and
- b) all software must be virus checked using standard testing procedures before being used.

G) USE OF COMPUTER EQUIPMENT

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

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

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

H) E-MAIL AND INTERNET POLICY

1) Introduction

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

2) Internet

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

3) Procedures - Acceptable/Unacceptable Use

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

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

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

4) E-mail

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

5) Procedures - Authorised Use

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

- v) transmitting copyright information and/or any software available to the user; or
- vi) posting confidential information about other employees, the Company or its clients or suppliers.

6) Monitoring

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

7) USE OF SOCIAL NETWORKING SITES

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

8) KEYHOLDING/ALARM SETTING

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

Any breaches or security issues including the loss or theft of keys must be reported immediately to your Line Manager/Supervisor/Team Leader.

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

9) CLOSED CIRCUIT TELEVISION

Closed circuit television cameras are used on our and operational premises for security purposes. We reserve the right to use any evidence obtained in this manner in any disciplinary issue. We will ensure all personal data obtained in this way is processed in line with the current Data Protection Act. You may refer to the employee privacy notice for more information on the data we hold, the reasons we hold it and the lawful basis which applies.

Standards

A) WASTAGE

- 1) We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of our organisation.
- 2) You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:
 - a) handle machines, equipment and stock with care.
 - b) turn off any unnecessary lighting and heating. Keep doors closed whenever possible.
 - c) ask for other work if your job has come to a standstill; and
 - d) start with the minimum of delay after arriving for work and after breaks.
- 3) The following provision is an express written term of your contract of employment:
 - a) any damage to vehicles, stock or property that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement.
 - b) any loss to us that is the result of your failure to observe rules, procedures, or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss; and
 - c) in the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess up to a maximum of £250.00 for the first case and up to £500 for the second case.
- 4) In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

B) STANDARDS OF DRESS & APPEARANCE

As you are liable to come into contact with clients and members of the public, it is important that you present a professional image with regard to appearance and standards of dress.

Employees Who Are Required To Wear A Uniform

Employees who are required to wear a uniform must ensure that they do so whilst at work, whether working on the Company's premises or elsewhere on Company business.

You will be expected to follow specific client site rules on removal of jewellery/rings/facial piercings etc. where applicable.

Uniforms (polo shirts or tabards) must be neat and clean and worn in a presentable fashion. Uniforms supplied must not be altered in any way without the Company's prior permission. If trousers are not provided, dark blue/black jeans are acceptable.

Shorts are not accepted.

Footwear: no open toe shoes or sandals, trainers or black toe covered shoes with any laces tied securely and tucked in if length is excessive. Your shoes must be clean and in good condition.

You must ensure that you have good levels of personal hygiene and must appear presentable at all times.

If you are required to wear a name badge or ID card, this should be worn at all times whilst you are at work and must not be worn elsewhere.

Where uniforms are supplied by the Company, they remain the property of the Company. You must therefore take care of them and return them in good condition on the termination of your employment. In the event that you fail to return your uniform in good condition, or you lose or damage your uniform during employment, the replacement cost of the uniform of up to £50 (standard uniform deduction is £20) may be deducted from your final salary payment, or from your next salary payment.

Employees who are required to wear protective clothing and equipment

Employees who occupy roles that require protective clothing, such as hard hats, gloves, and masks, are required to wear this clothing whilst at work, whether working on the Company's premises or elsewhere on Company business, whenever required by law or by Company rules.

If your job brings you into contact with machinery or involves working with food, for health and safety and hygiene reasons your hair must be kept short or tied back at all times (and covered if working with food) and you must not wear jewellery other than a wedding ring.

Finally, the Company accepts that members of certain ethnic or religious groups are subject to strict religious or cultural requirements in terms of their clothing and appearance. Subject to necessary health and safety and security requirements and other similar considerations, the Company will not insist on dress rules which run counter to the cultural norms of such employees. If you are uncertain as to whether a particular item of clothing is acceptable or not, please speak to your Line Manager/Team Leader.

If you fail to comply with the above rules, this is a serious matter and will be dealt with in accordance with Ecoserv's disciplinary procedure. In addition, depending on the circumstances of the case, you may be required to go home and change your clothing. If this happens, you have no right to be paid for the period of your absence from work.

Personal Hygiene

All employees are required to take reasonable steps to maintain acceptable levels of personal hygiene. This includes ensuring that you do not have body odour, dirty or stale-smelling clothing, dirty hair or bad breath whilst at work, whether working on the Company's premises or elsewhere on Company business.

It also includes ensuring that your clothes, hands, hair or breath do not smell of smoke whilst at work as a result of smoking outside your normal hours of work or during designated breaks. Poor personal hygiene can result in an unacceptable working environment for other employees, given the close proximity in which you have to work, and it can create a negative image of the Company when dealing with clients, customers, contractors, or suppliers.

You must also refrain from wearing overpowering or excessively strong smelling aftershaves or perfumes as these can be equally unacceptable to third parties.

The chewing of any type of gum or tobacco whilst at work is expressly prohibited as it looks unprofessional in front of third parties.

The Company accepts that, occasionally, a problem of body odour or bad breath may be as a result of a health or medical issue and may not always be due to a lack of personal hygiene. In this case, you should seek medical advice from your doctor and follow that advice.

HOUSEKEEPING

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

Health, Safety, Welfare and Hygiene

A) SAFETY

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

B) LONE WORKER

Introduction

Lone workers spend some or all of their working hours alone for a variety of reasons: they may work in an isolated location, be at a client's or customer's premises, work from home or may simply be working outside normal shift hours. In any case, the Company recognises that working alone may involve an increased risk to the health and safety of its employees. As a consequence, the Company has a policy that helps to ensure that it succeeds in its responsibility to manage the risks faced by its employees.

Aims of the Policy

- To ensure the safety of lone workers when exercising their duties in the absence of any colleagues or supervisors; and
- To ensure that the Company complies with all of its legal obligations.

Risk Assessments

- The Company will carry out risk assessments on all types of work that are (or are likely to be) undertaken alone with particular regard when doing so to the following factors:
- Equipment (must be suitable and safe for use by one person);
- Location.
- Materials (all materials used must be suitable for use by one person); and
- Proximity to Help.
-

Procedures

All lone workers should adhere to the following guidelines when working alone:

- Avoid unnecessary out of hours working where possible.
- Use the Time and Attendance system as normal to record start/finish times.
- Notify your Line Manager/Supervisor/Team Leader in advance if you are intending to work outside normal hours.
- Familiarise yourself with your location, fire safety procedures and escape routes in the event of an emergency.
- Where possible ensure that you have keys to all entrances and exits and keep them locked at all times.
- Do not allow unexpected visitors in unless they carry sufficient identification.
- Familiarise yourself with the alarm system at your location.
- Ensure that you leave your contact details with your Line Manager/Team Leader.
- Make sure that people at home are aware of your movements.
- In the event that you feel unwell seek help immediately and if necessary, call 999.

C) ALCOHOL & DRUGS POLICY

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

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

D) ALCOHOL AND DRUG TESTING

The Company reserve the contractual right to carry out alcohol and drug testing on you during their normal working hours. These tests are random and do not imply suspicion in relation to any individual.

In addition, the Company reserves the right to require you, where you are suspected to be under the influence or a user of drugs and/or alcohol to submit to an appropriately administered and supervised test.

If you are required to submit to a test, you will have the right to be accompanied by a fellow work colleague available at the time of the request.

You retain the right to refuse to be tested, however, you should be aware that your refusal may be regarded as breach of contract which may lead to disciplinary action and result in your dismissal.

All personal data collected for this purpose will be processed in line with the current Data Protection Act.

E) NO SMOKING POLICY

Smoking on our or any client premises or in Company vehicles is not permitted. This includes e-cigarettes, vaping, or other similar devices.

F) HYGIENE

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

G) FITNESS FOR WORK

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

H) MANUAL HANDLING

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury.

General Terms and Procedures

A) CHANGES IN PERSONAL DETAILS

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

B) OTHER EMPLOYMENT

You are expected to devote the whole of your time and attention during working hours to our business. If you propose taking up employment with an employer or pursuing separate business interests or any similar venture, you must discuss the proposal with your Line Manager/Team Leader in order to establish the likely impact of these activities on both yourself and the Company. You will be asked to give full details of the proposal and consideration will be given to:

- 1) Working hours.
- 2) Competition, reputation, and credibility.
- 3) Conflict of Interest.

4) Health, safety, and welfare.

You will be notified in writing of the Company's decision. The Company may refuse to consent to your request. If you work without consent this could result in the termination of your employment.*

If you are unhappy with the decision, you may appeal using the Grievance Procedure.

***NB: This does not apply to those on a zero hour contract who should refer to the following:**

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

C) TIME OFF

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

Unless there are exceptional circumstances, it is not expected that more than two hours will be needed to be taken off work for any one appointment. You have no contractual or statutory right to be paid for absences relating to attendance at medical appointments. Any payment of salary during attendance at such appointments is made at the absolute discretion of the Company.

D) MATERNITY/PATERNITY/ADOPTION LEAVE AND PAY

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

E) PARENTAL/SHARED PARENTAL LEAVE

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

F) TIME OFF FOR DEPENDANTS

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

G) SPECIAL UNPAID LEAVE

The Company may, in certain circumstances, consider requests for special unpaid leave, for example, for the purposes of education, family responsibilities or for important personal reasons. However, the Company expects you to use your paid annual leave first. Otherwise, any further time off for special reasons will only be granted at the absolute discretion of the Company and you have no contractual or statutory right to be paid for this leave.

If you wish to apply for special leave, you should do so in writing to your Line Manager/Team Leader stating the period of leave requested and the reasons for it. Requests for special leave will be assessed on their individual merits and circumstances. Special leave is operated entirely at the discretion of the Company, and it may be withdrawn at any time.

H) JURY SERVICE

You are entitled to time off work to attend for Jury Service. You should notify management immediately on receipt of the Jury Summons giving full details.

You will not normally be paid for this time off, and you are advised to claim the expenses which you are entitled to from the Court. These will normally include compensation for loss of earnings. - <https://www.gov.uk/jury-service/what-you-can-claim>

I) COMPASSIONATE LEAVE

Any time to be taken as compassionate leave will be at the discretion of your Line Manager/Team Leader. The amount of time that will be granted will depend on what is deemed to be reasonable, but is generally expected to be no more than one or two days in most situations. This leave is generally unpaid.

J) SOCIAL FUNCTIONS

There may be occasions where you are invited to a social function such as a Christmas Party or corporate event at your place of work or other location.

Whilst the Company would wish to encourage a relaxed and enjoyable atmosphere, colleagues are still responsible for their actions on such occasions even if they have been consuming alcohol. Any unacceptable behaviour will be held to account. Employees must remember that they continue to represent the Company in 'out of hours' social events and have a responsibility to treat each other and members of the public with dignity and respect.

K) BUSINESS GIFTS

As a general policy Ecoserv does not believe that giving and receiving gifts is appropriate to the efficient conduct of its business. There are, however, limited exceptions to this policy.

Receipt of gifts

Any employee who is given a gift of any sort by a business contact (e.g., customer, supplier etc. actual or potential) must disclose the fact of the gift and its nature to a Line Manager/Team Leader.

If Ecoserv decides that the gift might constitute a bribe or other inducement, you will be required to give the gift to a Line Manager/Supervisor/Team Leader who will return it to the donor with a suitable covering letter.

In other instances, you will be required to return the gift to the donor with a polite note explaining Ecoserv policy.

In exceptional cases, for example where Ecoserv decides that the gift was made as a token of the donor's gratitude for a service carried out to very high standards, you will be allowed to retain the gift.

Promotional gifts such as stationery, which are not of significant value, are exempt from this policy and need not be disclosed. However, you are reminded that, since such gifts are sent only to a limited number of employees, they should be distributed to other employees where appropriate.

Failure to disclose gifts will constitute a disciplinary offence, which will be handled in accordance with the disciplinary procedure. If the gift in question was of significant value and, for example, the recipient is in a position to influence business dealings with the donor, the offence will be treated as gross misconduct.

Giving gifts

While it is not Company policy to offer gifts to suppliers, customers etc., Ecoserv recognises that, on occasions, this may be necessary – for example, when someone carries out work on a voluntary basis or for a nominal fee.

Equally, it may be decided that a gift would be appropriate if a service has been carried out in an exceptional manner.

In such a case, employees should put a request in writing to their Line Manager/Team Leader stating:

- who the gift is for?
- why it should be given?
- the nature of the gift?
- its approximate value?

Employees who send gifts which have not been approved in accordance with this procedure will not be reimbursed for the cost of the gift. Further, such action may, depending on the circumstances, be treated as a disciplinary offence, which will be dealt with under the formal disciplinary procedure.

L) TRAVEL EXPENSES

We will reimburse you for any reasonable authorised expenses incurred whilst travelling on our business. The rules relating to travelling expenses will be issued separately. You must provide receipts for any expenditure.

M) EMPLOYEES' PROPERTY AND LOST PROPERTY

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

N) PARKING

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

O) MAIL

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

P) FRIENDS AND RELATIVES CONTACT / TELEPHONE CALLS / MOBILE PHONES

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Personal telephone calls, both incoming and outgoing are only allowed in the case of emergency. Permission to make outgoing personal calls should be sought from your Line Manager/Supervisor/Team Leader. Personal mobile phones should be switched off during working hours.

It is illegal to use a mobile phone without a hands-free set whilst driving. It is our policy that you should not use any mobile phone whilst driving without a hands-free set. You should pull over to the side of the road in an appropriate place before making or receiving any telephone calls. In the event of being unable to pick up a call because you cannot find a safe place to park, you must return the call as soon as conveniently possible.

The Ecoserv Company Vehicle Policy is available from your Line Manager if required.

Q) COMPANY MOBILE PHONES

The Company mobile phones are to be used for business purposes only except in the case of an emergency. Therefore, any personal use deemed excessive by the Company may be repayable by the employee. The Company reserve the right to deduct the appropriate sums from your salary in the event that repayments are not made. Internet usage on Company mobile phones is subject to the same provisions set out in our E-mail and Internet Policy. The Company reserves the right to monitor all communications made on Company mobile phones in order to ensure compliance with our policies and procedures.

R) BUYING OR SELLING OF GOODS

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

S) COLLECTIONS FROM EMPLOYEES

Unless specific authorisation is given by your Line Manager/Team Leader no collections of any kind are allowed on our premises.

T) CLIENT RELATIONS

Our business involves the provision of services to clients and some of our employees are employed to perform work on behalf of those clients, sometimes on the client's own premises. Due to this relationship, our clients may, on rare occasions, require that such an employee be removed from a job in accordance with their contract with us. In such circumstances we will investigate the reasons for such requests. However, if our client maintains their stance, we will then take all reasonable steps to ensure that alternative work is provided. If this is not possible, we may have no alternative but to terminate such an individual's employment. This procedure is separate from any concurrent disciplinary matter that may need to be addressed.

U) BEHAVIOUR AT WORK

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

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

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

V) BEHAVIOUR OUTSIDE WORK

Because the business demands employees of the highest integrity we have the right to expect you to maintain these standards outside of working hours.

Activities that result in adverse publicity to us, or which cause us to lose faith in your integrity, may give us grounds for your dismissal.

W) CLIENTS PREMISES

Whilst visiting or working at any of our client's premises, it is imperative that you familiarise yourself and comply with all of their rules and requirements including (but not limited to) security, health and safety, smoking, parking, etc. Failure to comply with site rules could result in your removal from site and disciplinary action being taken in accordance with our disciplinary procedures.

X) INCLEMENT WEATHER/TRAVEL ARRANGEMENT DISRUPTION

The Company acknowledges that employees may occasionally have problems travelling to and from work due to either severe weather conditions or major disruptions to public transport (for example, train strikes). Whilst the Company is committed to protecting the health and safety of its employees, it must also ensure that its business is not unduly disrupted by external factors. This policy therefore sets out your duty to attend for work during severe weather conditions or where there are major disruptions to public transport and the relevant procedures you must follow.

When severe weather conditions occur or where there are major disruptions to public transport, you should take steps to obtain advice on the position from the appropriate external agencies and allow extra time for your journey, making alternative travel arrangements where appropriate.

In the event of adverse weather conditions, Line Manager/Team Leaders/Team Leaders must use a common sense approach in allowing employees to go home early if the employee anticipates difficulties in getting home. Line Manager/Team Leaders/Team Leaders should take a low risk approach and employees should not feel compelled to continue to work if it is the employee's opinion that the journey home will be dangerous.

Employees stating that travel into work is impossible or hazardous are to be similarly treated. In this instance lateness is better than absence.

Employees are accountable for taking practical steps in order that they can attend work. For example, if it is not possible to get to their driveway but could park down the road then this should be the chosen option.

Line Manager/Team Leaders/Team Leaders should be aware of the impact on an individual's domestic situation, family, school and childcare commitments/provision that may be impacted by bad weather. An employee is entitled to take reasonable unpaid time off to deal with sudden and unexpected problems with a dependant

If it is practical for an employee to work from home or to take work home with no adverse impact on the team then this option should be considered. If the adverse weather is prolonged, Line Manager/Team Leaders/Team Leaders may request that annual leave is taken, the time off is made up or, where possible, that work is completed at home.

It is understood that there will be variations between functions within the business in applying these guidelines, but these will be minimised wherever possible.

A principle of positive intent should be applied where an employee is unable to attend work due to bad weather, or other disruption. Where the Company accepts that you have used your best endeavours to attend work, but you have been unable to do so, or you are late because of the severe weather conditions or the major disruptions to public transport, your Line Manager/Team Leader will discuss the options with you. At the Company's discretion, you may be required or permitted to:

- make up the time at a later date
- take any absence from work as part of your annual leave entitlement
- take any absence from work as special unpaid leave (in this case, your pay will reduce accordingly to take account of the hours/days you have not worked)
- work from home or otherwise work remotely.

The Company may base its decision on your individual circumstances, for example the distance from your home to your place of work, your mode of transport and how viable it is for you to work from home, and on the needs of the Company.

If an employee is unable to attend work due to bad weather, they must call their Line Manager/Team Leader.

If employees are sent home at the request of their Line Manager/Team Leader or the Company, they will be paid as if they had attended for the full day.

Y) DRIVING LICENCE

If driving is a necessary, part of your role it is imperative that you maintain a valid driving licence suitable for the vehicle you operate at all times during your employment. You are required upon request to produce your driving licence to your Line Manager/Team Leader. We may also require you to provide us with the ability to access your driving licence details online. If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately. If you are required to drive as part of your job and we are unable to find alternative employment, your employment may be terminated.

Data collected about driving licences will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

Z) CAR INSURANCE

If your position requires you to use your own car for business purposes, you must ensure that your car insurance provides adequate cover. Proof of adequate insurance, Driving Licence, Tax and an MOT Certificate must be produced for scrutiny by the Company, upon renewal and at any time when so requested.

AA) FINES

Any fines imposed by relevant authorities including (but not limited to) speeding and parking will be payable by the employee. The Company take no responsibility for the payment of fines incurred by the employee during their employment.

BB) OTHER POLICIES AND PROCEDURES

The Company has a number of other policies and procedures that will have been explained to you during your induction. Copies of these will have been provided to you separately or are available on request from the office.

CC) THIRD PARTY INVOLVEMENT

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

DD) RECORDING OF FORMAL MEETINGS

We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request. All personal data collected for this purpose will be processed in line with the current Data Protection Act.

Anti-Bribery Policy

A) INTRODUCTION

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

B) POLICY

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

C) SUSPICION

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

D) REPORTING

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

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

E) GIFTS AND HOSPITALITY

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

No gift should be given, nor hospitality offered by an employee or anyone working on our behalf to any party in connection with our business without receiving prior written approval from your Line Manager/Team Leader.

Similarly, no gift or offer of hospitality should be accepted by an employee or anyone working on our behalf without receiving prior written approval from your Line Manager/Team Leader.

F) RECORD KEEPING

A record will be made by your Line Manager/Team Leader of every instance in which gifts or hospitality are given or received.

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

Whistle-blowers

A) INTRODUCTION

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

B) QUALIFYING DISCLOSURES

- 1) Certain disclosures are prescribed by law as "qualifying disclosures". A "qualifying disclosure" means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the Company has committed a "relevant failure" by:
 - a) committing a criminal offence.
 - b) failing to comply with a legal obligation.
 - c) a miscarriage of justice.
 - d) endangering the health and safety of an individual.

- e) environmental damage; or
 - f) concealing any information relating to the above.
- 2) These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The Company will take any concerns that you may raise relating to the above matters very seriously.
 - 3) The Employment Rights Act 1996 provides protection for workers who 'blow the whistle' where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure has to be "in the public interest". We encourage you to use the procedure to raise any such concerns.

C) THE PROCEDURE

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

D) TREATMENT BY OTHERS

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

Capability Procedures

A) INTRODUCTION

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

B) JOB CHANGES/GENERAL CAPABILITY ISSUES

- 1) If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.
- 2) If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.
- 3) If there is still no improvement after a reasonable time and we cannot transfer you to

more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.

- 4) If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES

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

D) SHORT SERVICE STAFF

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

Disciplinary Procedures

A) INTRODUCTION

- 1) It is necessary to have a minimum number of rules in the interests of the whole organisation.
- 2) The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.
- 3) Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
- 4) The following rules and procedures should ensure that:

- a) the correct procedure is used when requiring you to attend a disciplinary hearing.
- b) you are fully aware of the standards of performance, action and behaviour required of you.
- c) disciplinary action, where necessary, is taken speedily and in a fair, uniform, and consistent manner.
- d) you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind.
- e) other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process.
- f) you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
- g) if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

B) DISCIPLINARY RULES

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

C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

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

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

- a) failure to abide by the general health and safety rules and procedures.
- b) smoking in designated non-smoking areas.
- c) consumption of alcohol on the premises.
- d) persistent absenteeism and/or lateness.
- e) unsatisfactory standards or output of work.
- f) rudeness towards clients, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language.
- g) failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours.

- h) unauthorised use of e-mail and internet.
- i) failure to carry out all reasonable instructions or follow our rules and procedures.
- j) unauthorised use or negligent damage or loss of our property.
- k) failure to report immediately any damage to property or premises caused by you;
- l) use of our vehicles without approval or the private use of our commercial vehicles without authorisation.
- m) failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs.
- n) if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction.
- o) carrying unauthorised goods or passengers in our commercial vehicles or the use of our vehicles for personal gain; and
- p) loss of driving licence where driving on public roads forms an essential part of the duties of the post.

D) SERIOUS MISCONDUCT

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

E) RULES COVERING GROSS MISCONDUCT

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

- a) theft or fraud.
- b) physical violence or bullying.
- c) deliberate damage to property.
- d) deliberate acts of unlawful discrimination or harassment.

- e) possession, or being under the influence, of drugs* at work and/or testing positive for drug use in a random sample drug test in line with our policy; and

*For this purpose, the term 'drugs' is used to describe both illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.

- f) breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

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

F) DISCIPLINARY PROCEDURE

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

| OFFENCE | FIRST OCCASION | SECOND OCCASION | THIRD OCCASION | FOURTH OCCASION |
|------------------------|-----------------------|-----------------------|-----------------------|-----------------|
| Unsatisfactory Conduct | Formal verbal warning | Written Warning | Final written warning | Dismissal |
| Misconduct | Written Warning | Final written Warning | Dismissal | |
| Serious misconduct | Final written warning | Dismissal | | |
| Gross misconduct | Dismissal | | | |

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

G) DISCIPLINARY AUTHORITY

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

| ALL EMPLOYEES | |
|-----------------------|--|
| Formal verbal warning | your Line Manager/Supervisor/Team Leader |
| Written warning | your Line Manager/Supervisor/Team Leader |
| Final written warning | your Line Manager/Supervisor/Team Leader |
| Dismissal | your Line Manager/Supervisor/Team Leader |

H) PERIOD OF WARNINGS

1) Formal verbal warning

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

2) Written warning

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

3) Final written warning

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

I) GENERAL NOTES

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

Capability/Disciplinary Appeal Procedure

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

Grievance Procedure

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

days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the Company will be represented by a more Senior Manager than attended the first meeting (unless the most Senior Manager attended that meeting).

- 6) Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

Personal Harassment Policy and Procedure

A) INTRODUCTION

- 1) Harassment or victimisation on the grounds of the following protected characteristic: age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.
- 2) Personal harassment takes many forms but whatever form it takes, it is unlawful under the Equality Act 2010 and will not be tolerated.
- 3) This policy will be reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness.

B) SCOPE

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all those who work for us. This includes employees, workers, agency workers, volunteers, and contractors in all areas of our Company, including any overseas sites.

C) DEFINITIONS

Harassment

This is unwanted conduct related to a relevant protected characteristic that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

Unwanted conduct can include:

- a) spoken words
- b) banter
- c) written words
- d) posts or contact on social media
- e) imagery
- f) graffiti
- g) physical gestures
- h) facial expressions
- i) mimicry
- j) jokes or pranks
- k) acts affecting a person's surroundings

- l) aggression, and
- m) physical behaviour towards a person or their property.

Sexual harassment

This is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

- a) sexual comments or jokes
- b) displaying sexually graphic pictures, posters or photos
- c) suggestive looks, staring or leering
- d) propositions and sexual advances
- e) making promises in return for sexual favours
- f) sexual gestures
- g) intrusive questions about a person's private or sex life or a person discussing their own sex life
- h) sexual posts or contact on social media
- i) spreading sexual rumours about a person
- j) sending sexually explicit emails or text messages, and
- k) unwelcome touching, hugging, massaging or kissing.

Less favourable treatment for rejecting or submitting to unwanted conduct

This occurs when:

- a) someone is subjected to unwanted conduct:
 - i) of a sexual nature
 - ii) related to sex, or
 - iii) related to gender reassignment
- b) the unwanted conduct has the purpose or effect of:
 - i) violating their dignity, or
 - ii) creating an intimidating, hostile degrading, humiliating or offensive environment for them, and
- c) they are treated less favourably because they submitted to, or rejected the unwanted conduct.

D) CIRCUMSTANCES WHICH ARE COVERED

1) This policy covers behaviour which occurs in the following situations:

- a) a work situation
- b) a situation occurring outside of the normal workplace or normal working hours which is related to work, for example, a working lunch or social event with colleagues.
- c) outside of a work situation but against a colleague or other person connected to the Company, including on social media.
- d) against anyone outside of a work situation where they incident is relevant to their

suitability to carry out the role.

E) COMPLAINING ABOUT PERSONAL HARASSMENT

1) Informal complaint

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

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

2) Formal complaint

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

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

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

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

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

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

F) DISCIPLINARY ACTION

- 1) If the decision is that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
- 2) When deciding on the level of disciplinary sanction to be applied, we will take into consideration aggravating factors such as abuse of power over a more junior colleague.
- 3) If you bring a complaint of harassment, you will not be victimised for having brought the complaint. However, if it is concluded that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

G) THIRD PARTY HARASSMENT

- 1) Third party harassment occurs when one of our workforce is subjected to harassment by someone who is not part of our workforce but who is encountered in connection with work. This includes our clients, customers, suppliers, members of the public. Third party harassment of our workforce will not be tolerated.
- 2) In order to prevent third party harassment from occurring, we have:
 - a) warn that harassment of our staff is not acceptable

Should you be subjected to third party harassment, you are encouraged to report this as soon as possible to your Line Manager/Team Leader.

Should a client or customer harass a member of our workforce, they will be warned that continued provision of our service to them will cease if they are to act in a similar way again. Should their behaviour recur, they will be informed that our service to them will cease. Any criminal acts will be reported to the police, and we will share information relating to the incident with our other branches to ensure that we maintain a consistent approach to the cessation of our services.

Equality, Inclusion and Diversity Policy

A) STATEMENT OF POLICY

- 1) The terms equality, inclusion and diversity are at the heart of this policy. 'Equality' means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. 'Inclusion' means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. 'Diversity' means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our employees are valued and treated with dignity and respect. We want to encourage everyone in our business to reach their potential.
- 2) We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedure, we have made the decision to adopt a formal policy. Breaches of the policy will lead to

disciplinary proceedings and, if appropriate, disciplinary action up to and including dismissal.

- 3) The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.
- 4) We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.
- 5) The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
- 6) The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.
- 7) We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

B) RECRUITMENT AND SELECTION

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

form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

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

C) TRAINING AND PROMOTION

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

D) MONITORING

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

Termination of Employment

A) RESIGNATIONS

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

B) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

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

C) RETURN OF OUR PROPERTY

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

D) RETURN OF VEHICLES

On termination of your employment, you must return any Company vehicle in your possession to our premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

E) GARDEN LEAVE

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

NB.

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

Company Vehicle Rules

A) DRIVING LICENCE AND AUTHORITY TO DRIVE COMPANY VEHICLES

- 1) You must be in possession of a current driving licence and have the authority of your Line Manager/Team Leader to drive one of our vehicles.
- 2) Your driving licence must be produced for scrutiny to your Line Manager/Supervisor/Team Leader prior to driving any of our vehicles. Alternatively, we may require you to provide us with the ability to access your driving licence details online.
- 3) If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately. If you are required to drive as part of your job and we are unable to find alternative employment, your employment may be terminated.
- 4) It is your responsibility to see that the vehicle is not used by anyone other than authorised employees. Special written permission must be obtained from your Line Manager/Supervisor/Team Leader for the vehicle to be used by any other person.
- 5) Data collected about driving licences will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.
- 6) The Ecoserv Company Vehicle Policy will be forwarded to you if it is intended for you to drive a company vehicle.

B) FIXTURES, FITTINGS AND MODIFICATIONS

- 1) No fixtures such as aerials, roof racks, towing apparatus, stickers, may be attached to any of our vehicles without prior written permission. When handing the vehicle back to us such attachments must remain unless adequate rectification work is carried out professionally to restore the vehicle to its former condition.

- 2) No change or alteration may be made to the manufacturer's mechanical or structural specification of the vehicle.

C) WARRANTY

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

D) CLEANING AND MAINTENANCE

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

E) USE OF MOBILE PHONE WHILST DRIVING

The rules and regulations for using a mobile phone or hands free system when driving a company vehicle are clearly laid out in the Ecoserv Company Vehicle Policy. It is illegal to use a mobile phone whilst driving (without a hands free set). It is our Company policy that you should not use any mobile phones whilst driving. You should pull over to the side of the road in an appropriate place before making or receiving any telephone calls. In the event of you being unable to pick up a call because you cannot find a safe place to stop, you must return the call as soon as conveniently possible.

F) NO SMOKING POLICY

It is our policy that all workplaces including vehicles are smoke free, which includes the use of e-cigarettes. This policy applies to all employees, contractors, clients or members of the public including using their own vehicle for Company business. You may only smoke during authorised breaks and in the designated areas.

Company disciplinary procedures will be followed if you do not comply with this policy. Those who do not comply with the smoke free law may also be liable for a fixed term penalty fine and possible criminal prosecution.

G) FUEL ETC.

- 1) In addition to keeping the vehicle regularly serviced, it is your responsibility to see that the oil and water levels, battery and brake fluid and tyre pressures are maintained and that the tread of all tyres conforms to the minimum legal requirements.
- 2) Normally fuel will be supplied for use prior to you using a Company Vehicle or you may be supplied with cash for the purpose of filling a vehicle with fuel if you are to use it for an extended period. If this is the case, you should retain receipts and return any money left.
- 3)

H) FINES

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

I) DAMAGE OR INJURY

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

J) LOSS

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

K) ACCIDENT PROCEDURE

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

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

L) ROAD FUND LICENCE

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

M) TRAVEL OVERSEAS

- 1) Our vehicles may not be taken out of the country without written permission from a Designated Person.
- 2) Our insurance policy covers the use of the vehicle in Great Britain. Before travelling with the vehicle anywhere else you must obtain our permission and, at least seven days beforehand, give us a list of the countries to be visited and the relevant dates. A letter of authorisation will be issued which must accompany the vehicle and a Green Card may be necessary. On return to the United Kingdom, these should be returned to us for cancellation.
- 3) Unless the journey is on approved business, the cost of any Green Card may be charged to you and must be paid for before the journey starts.

N) PERMITTED USE

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

O) PERSONAL LIABILITY FOR DAMAGE TO VEHICLES

- 1) Where any damage to one of our vehicles is due to your negligence or lack of care, we reserve the right to insist on your rectifying the damage at your own expense or paying the excess part of any claim on the insurers.

- 2) Repeated instances may result in the use of the vehicle being withdrawn and disciplinary action being taken.

P) SECURITY TRACKERS

All Company vehicles are fitted with trackers for security and management information purposes. These enable the Company to monitor the vehicles' whereabouts at any time, both live and retrospectively. Vehicles are monitored to assist in the safety of lone workers, to verify movements and to track the vehicle in the event of theft.

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

Q) ONBOARD VEHICLE CAMERAS

Cameras are fitted to all our vehicles. This is for a number of reasons, including the prevention of crime, the safety of employees and clients, and for reducing insurance and legal costs. The footage can be monitored live or retrospectively.

Employees should be aware that footage from the cameras may be used and relied upon, where necessary, for insurance purposes and for disciplinary purposes. Similarly, if there were allegations of negligence or careless driving made by clients or third parties against employees, or claims brought against any member of the Company leading to civil proceedings, by clients, third parties or employees the Company may use and/or submit the footage to the relevant authorities.

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

R) OTHER GUIDELINES

- 1) It must be emphasised that you must never drive under the influence of alcohol, or drugs, including medicines which may affect your driving.
- 2) Use seat belts at all times and comply with local traffic conditions.
- 3) Always drive within the speed limit and reduce speed where weather conditions require you to.
- 4) DO NOT DRIVE if tired.
- 5) Always take regular breaks from the vehicle.