



HALE PARISH COUNCIL

OF THE HALTON BOROUGH IN
THE COUNTY OF CHESHIRE



**DATED THIS THIRD DAY OF JANUARY 2025
MEMBERS OF HALE PARISH COUNCIL ACTING AS
SOLE TRUSTEE OF HALE VILLAGE HALL
ARE HEREBY SUMMONED TO ATTEND AN ORDINARY MEETING
TO BE HELD IN HALE VILLAGE HALL,
HIGH STREET, HALE, HALTON L24 4AE
ON THE THIRTEENTH DAY OF JANUARY 2025 AT **9.00pm**
TO TRANSACT BUSINESS AS SHOWN IN THE AGENDA.**

A handwritten signature in black ink, appearing to be 'B. Hargreaves'.

Mr. Brian Hargreaves
Clerk and Responsible Financial Officer

Note to Councillors:

If you are unable to attend the meeting, please notify the clerk of your apologies either by e-mail clerk@haleparishcouncil.gov.uk or telephone 07803611222.

Note to Public

Members of the public wishing to address the Council should note that they must advise the Clerk before 10am on the day of the meeting both of their wish to participate in the public forum and their topic. If residents fail to inform the clerk prior to the meeting, permission to speak at the meeting will be at the discretion of the Chairman. All participants are restricted to a maximum of three minutes. If the public wish to ask the Council questions, please note that the Council may not be able to answer the question if the Council has not considered or resolved the question on an agenda item at a prior meeting. Should this be the case, the Council will advise correspondence with the Clerk to request the item should be discussed at a future Parish Council meeting. If the question is considered outside the remit of Hale Parish Council, residents will be referred to Halton Borough Council.

** Please note that anybody wishing to comment should raise their hand, wait to be acknowledged and should address the meeting through the Chair.*

MEETING AGENDA

1. **Apologies** - To receive apologies
2. **Declarations of Interest** - To receive declarations of interest.
3. **Public Participation** – A period of public participation as set out in the “Note to Public” above
4. **Minutes** –
 - i. To review the minutes of the Ordinary meeting of Hale Parish Council acting as sole Trustee 11th November 2024 and to record as a true and accurate record.
5. **Defibrillator** – To consider purchasing replacement parts for the defibrillator and to discuss on-going maintenance of the unit.
6. **Health & Safety Audit (Risk Assessment) December 2024** – To review the draft documents produced by Worknest and agree a course of action
7. **Employment Contracts & Employment Handbooks** - To review the draft documents produced by Worknest and agree a course of action
8. **Next Meeting** - To agree a date for the Next Meeting of Hale Parish Council as sole Trustee of Hale Village Hall.



HALE PARISH COUNCIL

OF THE HALTON BOROUGH IN
THE COUNTY OF CHESHIRE



**DRAFT MINUTES OF THE MEETING OF HALE PARISH COUNCIL
ACTING AS SOLE TRUSTEE OF HALE VILLAGE HALL
HELD ON MONDAY 11th NOVEMBER 2025 AT 8.30pm
IN HALE VILLAGE HALL**

Present: Cllr Lewis, Cllr Anderson, Cllr Wright, Cllr Trevaskis, Cllr McNamara,
Cllr Roberts, Cllr Healey and Cllr Cleary

In attendance: Mr. Brian Hargreaves (Proper Officer) & 2 Members of the Public

- 1. Apologies** – Apologies were received from Cllrs Williams
- 2. Declarations of Interest** – No declarations of interest were received
- 3. Public Participation** – No Matters were discussed
- 4. Minutes** – To consider the draft minutes of the meeting held on 28th October 2024 and record as a true and accurate record.

Proposed by Cllr C Anderson and Seconded by Cllr P Lewis

The Motion was approved unanimously

- 5. Sound Proofing** – It was resolved to set a budget of £1000 which was then subject to a friendly amendment by Cllr Trevaskis who suggested that £1500 would be a more appropriate amount for Cllrs P Lewis and C Anderson to liaise with the Clerk for the purchase of soundproofing panels. It is anticipated that with the discount offered to Cllr Lewis it will be possible to purchase approximately 20 panels which will be installed by volunteers.

Proposed by Cllr L Trevaskis and seconded by Cllr M Roberts

The Motion was approved with one abstention

- 6. Village Hall Maintenance** – It was agreed to obtain further quotes for the work to be undertaken. The Clerk will approach contractors for estimates and subject to the estimates received instruct the work (to a maximum of £1500) to be undertaken.

Proposed by Cllr LTrevaskis and seconded by Cllr G Wright

The Motion was approved unanimously

7. **Village Hall Kitchen** – It was agreed that a budget of a maximum of £800 should be approved to replace the broken oven in the Village Hall and to purchase an air fryer to improve the facilities and to increase the offering for hirers.

Proposed by Cllr C Anderson and seconded by Cllr P Lewis

The Motion was approved unanimously

8. **Community Room Blinds** – It was resolved to defer this item pending comparable quotes from IKEA which it was felt would be most competitive option.

Proposed by Cllr J McNamara and seconded by Cllr L Trevaskis

The Motion was approved unanimously

The Chair closed the meeting at 9.15pm

General Risk Assessment

Hale Parish Council

Hale Parish Council, 53 High Street
Hale, Liverpool, L24 4AE

09 Dec 2024

Sue Doran



General Risk Assessment

Contents

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Section 1 - Executive Summary

1 Executive Summary

Organisation Description	Hale Parish Council own and manage Hale Parish Hall. The parish hall is hired by local groups for meetings and social events that includes ballroom dancing group, weddings, children parties and art groups
Organisation Category	Office & parish hall
Enforcement History / Significant Incidents	N/A
Areas Assessed	Areas assessed included the main hall, meeting rooms, kitchen, foyer and external areas.
Areas Not Assessed	N/A
Visit Attendance	Brian Hargreaves - Hale Parish Council Clerk Susan Doran - Health & Safety Consultant
Overall People At Risk	All employees, Contractors, Members of the public, Visitors, Volunteers, Lone workers, New and expectant mothers]
Scope	This report is a General Risk Assessment (GRA) covering general health & safety issues identified at Hale Parish Hall 53 High Street, Hale, Liverpool, L24 4AE. It is based on a visit conducted on the 9th December 2024 with information gained during a walkaround of the premises, a review of documentation and discussion with the Clerk to the Parish Council. This report will provide information on any further action required to reduce risks in line with current legal requirements and best practice. Absence of any comment on any particular feature
Other Comments	None

1.2 Actions Requiring Immediate Attention






There are no Actions requiring immediate attention

1.3 Overall Risk Rating Table

The following risk rating table shows the score attained against each area assessed. The maximum score for each section is 20 points, however, if actions have been identified this score will be reduced in line with the following:

Scoring guide: * = Deduct 15, ** = Deduct 10, *** = Deduct 5

	Satisfactory	Priority 1 Actions*	5+ Priority 2 Actions**	1-4 Priority 2 Actions or Priority 3 Actions ***
Cleaning				15
Contractor Management				15
Display Screens				15
Electrical Safety				15
Fire Safety Overview				15
First Aid At Work	20			
Gas Safety	20			
Grounds Maintenance	20			
Ladders				15
Legionella Management				15
Lone Work				15
Management of H and S				15
Managing Manual Handling Operations				15
New and Expectant Mothers	20			
Passenger and Goods Lifts				15
Stepladders				15
Stress Management	20			
Work Equipment	20			
Workplace H and S				15
Additional Observations				15
Sub Total	120	0	0	210
Total	330			
Available Score	400			
Score	82%			

	Intolerable	< 65%
	Substantial	65-74%
	Moderate	75-84%
	Tolerable	85-94%
	Trivial	95% >

1.4 Calculated Overall Risk Rating

 Moderate

Section 2 - General Risk Assessment Action Plan

2.1 Action Priority Summary

	Priority 1	0
	Priority 2	23
	Priority 3	23
	Priority 4	16

2.2 General Risk Assessment action plan

Cleaning

Observation	Action Required: Cleaning- Safe Systems Of Work
Recommendation	Develop a safe system of work for all cleaning activities.
Priority	4
Complete By	07/06/2025

Cleaning

Observation	Action Required: Cleaning- Equipment
Recommendation	Ensure that all training provided is recorded.
Priority	4
Complete By	07/06/2025

Cleaning

Observation	Action Required: Cleaning- Glass And Sharps
Recommendation	Consider implementing a 'needle stick' procedure and communicated to all employees concerned.
Priority	4
Complete By	07/06/2025

Cleaning

Observation	Action Required: Cleaning- Hazardous Substances (COSHH)
Recommendation	The employee has not received any formal training. Ensure employees are suitably trained and supervised in the safe and correct use of hazardous cleaning materials and substances.
Priority	3

Complete By 09/03/2025

Cleaning

Observation Action Required: Cleaning- Hazardous Substances (COSHH)

Recommendation Ensure that the MSDS are reviewed at least annually to ensure they are current.

Priority 3

Complete By 09/03/2025

Contractor Management

Observation Action Required: Contractor Management- Competence

Recommendation Ensure that all contractors have completed the contractor competency form. Generate a preferred list of checked and inspected contractors. Any new additions should be assessed prior to use.

Priority 2

Complete By 07/02/2025

Contractor Management

Observation Action Required: Contractor Management- Competence

Recommendation The contractor should supply relevant, comprehensive, current risk assessments and where appropriate method statements for the tasks to be undertaken.

Priority 3

Complete By 09/03/2025

Display Screens

Observation Action Required: Display Screens- Information Etc

Recommendation Provide all users with information, instruction and training in the correct layout and set up of the workstation. Record all instruction given.

DSE assessment forms available on Worknest Portal

Priority 3

Complete By 09/03/2025

Display Screens

Observation Action Required: Display Screens- Workstations

Recommendation Complete a DSE assessment for each workstation and determine the need for additional control measures to reduce the risk of ill health. All assessments

should be regularly reviewed as required. A suitable form can be found in the client login area of safetynest.

Priority 3
Complete By 09/03/2025

Display Screens

Observation DSE users should be offered eye tests
Recommendation Ensure all DSE users are offered an eye test paid by the employer
Priority 3
Complete By 09/03/2025

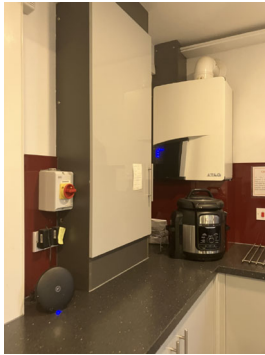
Display Screens

Observation Action Required: Display Screens- Eye Tests
Recommendation Record details of employees who take up the eye test. Repeat eye tests are at the discretion of the Optician or if an employee suffers eye problems.
Priority 3
Complete By 09/03/2025

Electrical Safety

Observation Action Required: Electrical Safety- Other Controls
Recommendation Ensure that electrical mains cupboard situated in the kitchen is secured to prevent unauthorised access.
Priority 2
Complete By 07/02/2025





Fire Safety Overview

Observation

Action Required: Fire Safety Overview- Fire Extinguishers

Recommendation

Develop an action plan to implement any outstanding issues identified by your fire risk assessment. Ensure all actions when completed are dated and signed off the master record.

Priority

2

Complete By

07/02/2025

Fire Safety Overview

Observation

Action Required: Fire Safety Overview- Assembly Points

Recommendation

Fire assembly point to be reviewed and fire action notices to be positioned above call points.

Priority

3

Complete By

09/03/2025





Fire Safety Overview

Observation

Action Required: Fire Safety Overview- Signage

Recommendation

Provide and fix fire safety signs above fire extinguishers to indicate the type and how to operate them

Priority

3

Complete By

09/03/2025



Fire Safety Overview

Observation

Action Required: Fire Safety Overview- Signage

Recommendation

Display the necessary fire safety instruction notices specifying the action to be taken in the event of a fire above call points

Priority

3

Complete By

09/03/2025





Fire Safety Overview

Observation

Action Required: Fire Safety Overview- In-house Checks

Recommendation

On a monthly basis check that all fire extinguishers are visible, in their correct locations, unobstructed, free from visible signs of damage and have not been used. Record the fire checks in log book.

Priority

4

Complete By

07/06/2025

Fire Safety Overview

Observation

Action Required: Fire Safety Overview- Evacuation Plans

Recommendation

Arrange for all employees to receive instruction and training on your fire evacuation plan. New employees should normally receive this at induction. Keep a record of all instruction given.

Priority

2

Complete By

07/02/2025

Fire Safety Overview

Observation

Action Required: Fire Safety Overview- Emergency Lighting

Recommendation

Ensure the emergency lighting system is tested monthly and recorded in the log book. This requires a test point to be tested on a rotating basis using a fist type key and conducting a "flick" test to ensure the back up battery is working

Priority

2

Complete By

07/02/2025

Fire Safety Overview

Observation

Action Required: Fire Safety Overview- Fire Drills

Recommendation Carry out a fire drill at least once in every 12 month period. Record the data and results of the fire drill.

Priority 3

Complete By 09/03/2025

First Aid At Work

Observation Action Required: First Aid At Work- Needs Assessment

Recommendation Carry out a first aid needs assessment to determine the level of first aid provision is adequate for your workplace. The assessment must consider the work undertaken, employee numbers, distribution and working patterns, any pre-existing medical conditions and the ability of emergency services to reach the premises.

A blank copy of the first aid needs assessment can be found in Safetynest resources portal

Priority 4

Complete By 07/06/2025

Ladders

Observation Action Required: Ladders - Controls

Recommendation Record all instruction and training given to ladder users.

Priority 2

Complete By 07/02/2025

Legionella Management

Observation Action Required: Legionella Management - General Controls

Recommendation Arrange for the caretaker to carry out a monthly check on hot water outlets in rotation to verify that the hot water in circulation is above 50°C. Record all readings in a legionella log book.

Priority 2

Complete By 07/02/2025

Legionella Management

Observation Action Required: Legionella Management - General Controls

Recommendation Develop procedures for dealing with a potential outbreak situation.

Priority 4

Complete By 07/06/2025

Legionella Management

Observation	Action Required: Legionella Management - General Controls
Recommendation	Arrange for the caretaker and cleaner to conduct elearning awareness of legionella. Train employees involved in facilities management and building services maintenance with responsibility for carrying out preventive maintenance, water checks/ treatments in the risks and nature of the disease as well as specific monitoring procedures in line with the requirements of L(8).
Priority	2
Complete By	07/02/2025

Legionella Management

Observation	Action Required: Legionella Management - General Controls
Recommendation	Flush infrequently used outlets on a weekly basis. Maintain a record as evidence. Only little used outlet is the external water tap.
Priority	2
Complete By	07/02/2025

Legionella Management

Observation	Action Required: Legionella Management - General Controls
Recommendation	Ensure that all checks and sampling are recorded.
Priority	2
Complete By	07/02/2025

Lone Work

Observation	Action Required: Lone Work - Monitoring/Supervision
Recommendation	Establish monitoring systems that record relevant information (e.g. the lone workers' current location, when the lone worker has returned to their head office / base / home etc.).
Priority	2
Complete By	07/02/2025

Lone Work

Observation	Action Required: Lone Work - Prohibitions
Recommendation	Ensure employees lone working lock the front door when they on their own
Priority	3
Complete By	09/03/2025

Lone Work

Observation

Action Required: Lone Work - Miscellaneous

Recommendation

Arrangements should be put in place to consult with staff on lone working and to ensure all control measures identified on the risk assessment have been implemented.

Priority

3

Complete By

09/03/2025

Lone Work

Observation

Action Required: Lone Work - Miscellaneous

Recommendation

Define activities which can and cannot be undertaken alone. Adopt a policy of 'if unsure contact your responsible manager'.

Priority

3

Complete By

09/03/2025

Management of H and S

Observation

Action Required: Management of H&S - Policy

Recommendation

The Health and Safety Policy must be brought to the attention of all staff and a record kept as evidence of compliance. Once the revised policy has been approved ensure it is disseminated to staff.

Priority

3

Complete By

09/03/2025

Management of H and S

Observation

Action Required: Management of H&S - Comms & Consultation

Recommendation

Health and Safety should be a regular agenda item on meetings that are held with staff.

Priority

2

Complete By

07/02/2025

Management of H and S

Observation

Action Required: Management of H&S - Training

Recommendation

Although there has been no new staff recently ensure that in the event of appointment of new staff provide them with a health and safety instruction as part of their induction training.

Priority

3

Complete By

09/03/2025

Management of H and S

Observation	Action Required: Management of H&S - Training
Recommendation	E-learning is not currently provided but this will be commenced now the client has signed to Worknest Ltd
Priority	3
Complete By	09/03/2025

Management of H and S

Observation	Action Required: Management of H&S - Risk Assessment
Recommendation	Establish a programme of risk assessment review. This should be done at least annually and when there are any significant changes. The review will need to be recorded on the risk assessment.
Priority	2
Complete By	07/02/2025

Management of H and S

Observation	Action Required: Management of H&S - Risk Assessment
Recommendation	Ensure staff are given access to risk assessments and that they are notified of any changes. This process will need to be recorded.
Priority	2
Complete By	07/02/2025

Management of H and S

Observation	Action Required: Management of H&S - Accidents Etc
Recommendation	In the event of a significant incident it is recommended that the Worknest H&S consultant is contacted to provide support.
Priority	2
Complete By	07/02/2025

Management of H and S

Observation	Action Required: Management of H&S - Emergency Plans
Recommendation	Establish written plans for emergency incidents such as [flooding, heating, etc].
Priority	3
Complete By	09/03/2025

Management of H and S

Observation Action Required: Management of H&S - Organisation

Recommendation Training is required to ensure that senior levels of management with responsibility for strategy are competent to undertake their health and safety responsibilities. We recommend an IOSH Safety for Executives and Directors (SED) course. [AND/OR] Training is required to ensure that middle levels of management and supervisory staff with responsibilities for implementation are competent to undertake their health and safety responsibilities. We recommend an IOSH Managing Safely course. [AND/OR] Training is required to ensure the workforce are competent to undertake their health and safety responsibilities. We recommend an IOSH Working Safely course.

Priority 4

Complete By 07/06/2025

Management of H and S

Observation Action Required: Management of H&S - Monitoring Etc

Recommendation As part of the H&S agenda item on the committee meeting ensure that health and safety performance at least annually to the most senior level or the company.

Priority 4

Complete By 07/06/2025

Managing Manual Handling Operations

Observation Action Required: Managing Manual Handling Operations

Recommendation Identify activities likely to give rise to a manual handling injury and avoid these activities being carried out. Where tasks cannot be avoided then each task must be assessed to determine the measures required to reduce the risk of injury. Please refer to the WorkNest client portal for Manual Handling Risk Assessment Template

Priority 2

Complete By 07/02/2025

Passenger and Goods Lifts

Observation Action Required: Passenger & Goods Lifts - Maintenance & Examination

Recommendation Evidence required that the lift is being serviced every 6 months. Unless otherwise specified in a written scheme of examination drawn up by a competent person (e.g. Insurance company engineer) carry out a 6 monthly thorough examination of all passenger lifts and 12 monthly examination of goods lifts.

Priority 2
Complete By 07/02/2025

Stepladders

Observation

Action Required: Stepladders- Controls

Recommendation

Do not use domestic (BS2037/ BS1129 Class 3, or BS EN131 Non-Professional) stepladders. They should be Class 1 or EN 131 standard (or EN 131 Professional for new equipment)

Priority 3
Complete By 09/03/2025



Stepladders

Observation

Action Required: Stepladders- Controls

Recommendation

Instruct stepladder users to check them before use to ensure they are in good repair and clean. Guidance is available in the Guidance section of your WorkNest H&S staff handbook.

Priority 3
Complete By 09/03/2025

Stepladders

Observation Action Required: Stepladders- Controls
Recommendation Stepladder users should be instructed and/or trained on how to correctly use a stepladder.
Priority 3
Complete By 09/03/2025

Stress Management

Observation Action Required: Stress Management- Controls
Recommendation The organisation should assess the risks of stress in the workplace taking into consideration the areas advocated by the HSE in it's Management Standards i.e. demands, control, support, relationships, role and change.
Priority 4
Complete By 07/06/2025

Stress Management

Observation Action Required: Stress Management- Controls
Recommendation Arrangements should be put in place to consult with staff on stress either via a health and safety committee or a specific channel.
Priority 4
Complete By 07/06/2025

Stress Management

Observation Action Required: Stress Management- Controls
Recommendation A stress policy and plan should be implemented and clear responsibilities assigned. Thereafter periodic checks should be made to monitor it's effectiveness by assessing new risks, consulting with employees and reviewing employee absence and turnover data.
Priority 4
Complete By 07/06/2025

Stress Management

Observation Action Required: Stress Management- Controls
Recommendation Information on stress should be made available to employees and measures put in place to offer a support system for employees should the need arise e.g. contact telephone numbers, employee assistance programme, counselling.
Priority 4

Complete By 07/06/2025

Stress Management

Observation

Action Required: Stress Management- Controls

Recommendation

Managers should be provided with training in relation to the management of stress.

Priority

4

Complete By

07/06/2025

Stress Management

Observation

Action Required: Stress Management- Controls

Recommendation

Introduce a process to ensure employees who may require an individual assessment for stress or related mental health issues are performed.

Priority

4

Complete By

07/06/2025

Work Equipment

Observation

Action Required: Work Equipment- Safety

Recommendation

Ensure that safe working practices are in place for each type of work equipment and ensure that personnel have received training in the safe use. This training should be recorded.

Priority

4

Complete By

07/06/2025

Workplace H and S

Observation

Action Required: Workplace - Window Restrictors

Recommendation

A window in the first floor meeting room does not have a window restrictor on it and can be fully opened.

Ensure that the window is locked and the key is removed or install a window restrictor to prevent the window being fully opened

Priority

2

Complete By

07/02/2025

Workplace H and S

Observation

Action Required: Workplace - Window Restrictors

Recommendation

Review the need for window restrictors to protect children and/or vulnerable adults.

Priority 2
Complete By 07/02/2025

**Workplace H and S
Observation**

Action Required: Workplace - Window Restrictors

Recommendation

Window restrictors fitted for safety purposes should be subject to regular, documented inspection. If a restrictor has failed it must be replaced and the window kept locked until the restrictor is replaced. If replacement takes more than a few days a sign should be placed on the window to ensure it is kept shut until the restrictor is replaced.

Priority 2
Complete By 07/02/2025



Additional Observations

Observation

A number of old wooden chairs are being used on site

Recommendation

Ensure regular inspections are conducted of the chairs to ensure they are not damaged and record these inspections

Priority 3
Complete By 09/03/2025





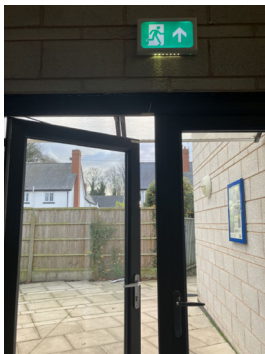
Additional Observations

Observation The main entrance door and fire exit into the parish hall was seen to have one of the doors locked and was advised that this door is locked at all times.

Recommendation Ensure that both these fire doors are unlocked when the parish hall is in use. These doors are a final fire exit and need to be used by visitors in the event of an emergency

Priority 2

Complete By 07/02/2025



Additional Observations

Observation An emergency lighting unit did not appear to be working - no green indicator light was seen and all other signs on site were maintained

Recommendation Arrange for the electrician to check the emergency lighting unit is working

Priority 2

Complete By 07/02/2025



Additional Observations

Observation A number of significant trees on site appear to be damaged and concerns have been raised that the trees could cause harm to life and property. A survey has been conducted by the local council indicating concerns about the trees. The parish hall is in a conservation area and the client is not permitted to get the trees cut down without consent from the council.

Recommendation It is imperative that Hale Parish Council liaise with the council to get the affected trees maintained or lopped as required to ensure they do not cause harm to life or property.

Priority 2

Complete By 07/02/2025





Additional Observations

Observation	The bin store at the rear of the property can be accessed via the path at the front of the hall and this could potentially be an arson risk
Recommendation	Arrange for a gate to be installed at the front of the path to prevent unauthorised access
Priority	3
Complete By	09/03/2025



Additional Observations

Observation A number of cleaning products that are not on the clients approved list was seen in the cleaners store.

Recommendation Ensure only cleaning products on the approved list are used.

Priority 4

Complete By 07/06/2025



Section 3 - Report Index

3.1 Risk Assessments and Audit Index

No.	Hazard Topic
3.2.1	Cleaning
3.2.2	Contractor Management
3.2.3	Display Screens
3.2.4	Electrical Safety
3.2.5	Fire Safety Overview
3.2.6	First Aid At Work
3.2.7	Gas Safety
3.2.8	Grounds Maintenance
3.2.9	Ladders
3.2.10	Legionella Management
3.2.11	Lone Work
3.2.12	Management of H and S
3.2.13	Managing Manual Handling Operations
3.2.14	New and Expectant Mothers
3.2.15	Passenger and Goods Lifts
3.2.16	Stepladders
3.2.17	Stress Management
3.2.18	Work Equipment
3.2.19	Workplace H and S
3.2.20	Additional Observations

3.2 Risk Assessments and Audits

3.2.1 Cleaning

Hazard	Exposure to chemicals and/or dusts, Slips, trips and falls, Faulty electrical/mechanical equipment, Cuts and/or infection from sharps e.g. needles, broken glass etc, Falls from height
People Exposed To Hazard	As defined in Executive Summary
Area Where Hazard Present	As defined in Executive Summary
Current Risk	Moderate
Residual Risk	Tolerable
Not defined	

3.2.1.1 Cleaning- Safe Systems Of Work

Compliance with standard - **NO**

Action Required: Cleaning- Safe Systems Of Work Develop a safe system of work for all cleaning activities.

Employee will be trained once the safe systems of work have been developed

When the employee has received training in the safe systems of work, the training will be recorded

3.2.1.2 Cleaning- Equipment

Compliance with standard - **NO**

Employees are trained in the safe use of work equipment prior to use.

Action Required: Cleaning- Equipment Ensure that all training provided is recorded.

Training includes basic instruction in simple user checks of portable electrical appliances.

Training includes instructions on reporting details of faulty/damaged portable appliances and to take appliances out of use until repaired. The caretaker or cleaner would report any defects to the Clerk and he would arrange to get any electrical items repaired.

Combined inspection/testing is done on portable electrical appliances by a competent employee or a contractor. This is conducted annually and was last completed 28 May 2024 by Graham Wainwright Electricals

3.2.1.3 Cleaning- Barriers & Notices

Compliance with standard - **YES**

Where applicable safety warning barriers are used during cleaning work.

3.2.1.4 Cleaning- Personal Protective Equipment

Compliance with standard - **YES**

Suitable personal protective equipment is provided and used by all employees undertaking cleaning activities, i.e., rubber gloves, disposable gloves, tabards etc.

All PPE is disposable

All items are disposable

Employees have been instructed about their duty to wear personal protective equipment where circumstances dictate.

3.2.1.5 Cleaning- Glass And Sharps

Compliance with standard - **NO**

Arrangements are in place for glass and sharps to be identified separately from general waste in appropriate recycling bins

Management carry out pre-site inspections to identify if sharps may be present. This is an ongoing process of checking external areas

Action Required: Cleaning- Glass And Sharps Consider implementing a 'needle stick' procedure and communicated to all employees concerned.

3.2.1.6 Cleaning- Work At Height

Compliance with standard - **NA**

The cleaner does not do any cleaning at height

3.2.1.7 Cleaning- Hazardous Substances (COSHH)

Compliance with standard - **NO**

Action Required: Cleaning- Hazardous Substances (COSHH) The employee has not received any formal training. Ensure employees are suitably trained and supervised in the safe and correct use of hazardous cleaning materials and substances.

Use of hazardous cleaning materials and substances is restricted to trained/experienced authorised persons only.

MSDS have been obtained for all hazardous cleaning substances.

MSDS are made available to users.

Action Required: Cleaning- Hazardous Substances (COSHH) Ensure that the MSDS are reviewed at least annually to ensure they are current.

3.2.2 Contractor Management

Hazard	Injury to contractors, Injury to staff, Injury to public
People Exposed To Hazard	As defined in Executive Summary
Area Where Hazard Present	As defined in Executive Summary
Current Risk	Moderate
Residual Risk	Tolerable
Not defined	

3.2.2.1 Contractor Management- Competence

Compliance with standard - **NO**

Action Required: Contractor Management- Competence Ensure that all contractors have completed the contractor competency form. Generate a preferred list of checked and inspected contractors. Any new additions should be assessed prior to use.

Fire alarm checked on a Sunday and due to the size of the business there is no requirement for this.

Action Required: Contractor Management- Competence The contractor should supply relevant, comprehensive, current risk assessments and where appropriate method statements for the tasks to be undertaken.

The client is satisfied that their contractor(s) hold adequate insurance for the activities that are carried out. This may include public liability, employer's liability and/or professional indemnity insurance.

Contractors do not sub contract work out to a third party without the express permission of the client and relevant checks of the subcontractor being carried out.

3.2.2.2 Contractor Management- Checks/Supervision

Compliance with standard - **YES**

The client undertakes periodic visual checks of contractors to ensure that agreed working practices are being adhered to.

3.2.3 Display Screens

Hazard	Musculoskeletal injuries due to poor posture, Unsuitable furniture/bad workstation design, RSI due to heavy workload using the keyboard/mouse, Eyestrain due to poor lighting, Unsuitable computer screen, Incorrectly positioned screen
People Exposed To Hazard	As defined in Executive Summary
Area Where Hazard Present	As defined in Executive Summary
Current Risk	Moderate
Residual Risk	Tolerable
Not defined	

3.2.3.1 Display Screens- User Identification

Compliance with standard - **YES**

Employees who are DSE users have been identified

3.2.3.2 Display Screens- Information Etc

Compliance with standard - **NO**

Action Required: Display Screens- Information Etc Provide all users with information, instruction and training in the correct layout and set up of the workstation. Record all instruction given.
DSE assessment forms available on Worknest Portal

3.2.3.3 Display Screens- Workstations

Compliance with standard - **NO**

Action Required: Display Screens- Workstations Complete a DSE assessment for each workstation and determine the need for additional control measures to reduce the risk of ill health. All assessments should be regularly reviewed as required. A suitable form can be found in the client login area of safetynest.

3.2.3.4 Display Screens- Eye Tests

Compliance with standard - **NO**

DSE users should be offered eye tests Ensure all DSE users are offered an eye test paid by the employer

Action Required: Display Screens- Eye Tests Record details of employees who take up the eye test. Repeat eye tests are at the discretion of the Optician or if an employee suffers eye problems.

3.2.3.5 Display Screens- Corrective Appliances

Compliance with standard - **NA**

Not required currently but will be introduced as required

3.2.4 Electrical Safety

Hazard	Electric shock, Fire, Explosion
People Exposed To Hazard	As defined in Executive Summary
Area Where Hazard Present	As defined in Executive Summary
Current Risk	Moderate
Residual Risk	Tolerable
Not defined	

3.2.4.1 Electrical Safety- Fixed Wiring

Compliance with standard - **YES**

Fixed wiring tests have been conducted in accordance with the industry standard. 21/12/2022 by Graham Wainwright Electrical Ltd

An Electrical Installation Condition Report (EICR) has been obtained for the recent fixed wiring test and is held on file.

The recent fixed wiring test has identified the electrical installation as being in a satisfactory condition.

3.2.4.2 Electrical Safety- Portable Appliances

Compliance with standard - **YES**

Portable appliance testing, as appropriate to the equipment, is up to date. Conducted May 2024 by Graham Wainwright Electricals

There is an inventory of all portable electrical appliances in use.

All employees have been instructed and/or trained to visually inspect portable electrical appliances before use.

3.2.4.3 Electrical Safety- Other Controls

Compliance with standard - **NO**

Electrical switchgear areas were free from storage of combustible materials and access to the switchgear was free of obstructions.

Action Required: Electrical Safety- Other Controls Ensure that electrical mains cupboard situated in the kitchen is secured to prevent unauthorised access.

Adequate electrical sockets were observed to be available throughout the premises to minimise the need to have multi-point adapter sockets or trailing cables.

3.2.5 Fire Safety Overview

Hazard	Sources of Ignition, Combustible material, Inadequate means of detection/ alarm systems, Inadequate controls, emergency procedures, training, drills etc, Inadequate access and arrangements for emergency services
People Exposed To Hazard	As defined in Executive Summary
Area Where Hazard Present	As defined in Executive Summary
Current Risk	Moderate
Residual Risk	Tolerable
Not defined	

3.2.5.1 Fire Safety Overview- Risk Assessment

Compliance with standard - **NO**

A specific fire risk assessment has been carried out. Last conducted December 2023 by Risk Support Limited

The fire risk assessment is reviewed periodically.

Action Required: Fire Safety Overview- Fire Extinguishers Develop an action plan to implement any outstanding issues identified by your fire risk assessment. Ensure all actions when completed are dated and signed off the master record.

3.2.5.2 Fire Safety Overview- Emergency Services

Compliance with standard - **YES**

Suitable procedures are in place for the calling of emergency services.

Arrangements are in place to liaise with the emergency services in the event of a fire.

3.2.5.3 Fire Safety Overview- Detection & Alarms

Compliance with standard - **YES**

The premises are fitted with an automatic fire alarm, which includes automatic detection of fire/smoke.

The fire alarm is audible in all occupied parts of the building.

The fire alarm is tested at weekly intervals, from a different call point, by in-house personnel for compliance with the current standards and suitable records are maintained. Last tested 08/12/2024

The fire alarm system is subjected an annual service by a competent person/company, in the form of two six monthly service. Last serviced by FIS service

3.2.5.4 Fire Safety Overview- Assembly Points

Compliance with standard - **NO**

Action Required: Fire Safety Overview- Assembly Points Fire assembly point to be reviewed and fire action notices to be positioned above call points.

Staff are aware of assembly point locations and arrangements

3.2.5.5 Fire Safety Overview- Fire Doors

Compliance with standard - **YES**

Fully functioning self-closing fire resistant doors are fitted to protect fire escape routes.

3.2.5.6 Fire Safety Overview- Stairs & External Escapes

Compliance with standard - **NA**

3.2.5.7 Fire Safety Overview- Fire Extinguishers

Compliance with standard - **YES**

An adequate amount of fire extinguishers, located on fire exit routes or at final exits, have been provided.

All fire extinguishers are annually inspected and serviced by a competent person. December 2024 by H Roberts & Sons Ltd.

A fire blanket is provided in the kitchen.

3.2.5.8 Fire Safety Overview- Signage

Compliance with standard - **NO**

Action Required: Fire Safety Overview- Signage Provide and fix fire safety signs above fire extinguishers to indicate the type and how to operate them

All lifts are signed as to the prohibition of their use in event of a fire/emergency.

Action Required: Fire Safety Overview- Signage Display the necessary fire safety instruction notices specifying the action to be taken in the event of a fire above call points

3.2.5.9 Fire Safety Overview- In-house Checks

Compliance with standard - **NO**

Action Required: Fire Safety Overview- In-house Checks On a monthly basis check that all fire extinguishers are visible, in their correct locations, unobstructed, free from visible signs of damage and have not been used. Record the fire checks in log book.

3.2.5.10 Fire Safety Overview- Evacuation Plans

Compliance with standard - **NO**

A fire evacuation plan has been prepared.

Action Required: Fire Safety Overview- Evacuation Plans Arrange for all employees to receive instruction and training on your fire evacuation plan. New employees should normally receive this at induction. Keep a record of all instruction given.

3.2.5.11 Fire Safety Overview- Emergency Lighting

Compliance with standard - **NO**

Means of escape routes within the building and final exits have adequate emergency lighting.

Action Required: Fire Safety Overview- Emergency Lighting Ensure the emergency lighting system is tested monthly and recorded in the log book. This requires a test point to be tested on a rotating basis using a fish type key and conducting a "flick" test to ensure the back up battery is working

Emergency lighting undergoes an annual service inspection. Graham Waignwright Electrical Ltd on 28 May 2024

All emergency lighting tests are recorded.

3.2.5.12 Fire Safety Overview- Fire Drills

Compliance with standard - **NO**

Action Required: Fire Safety Overview- Fire Drills Carry out a fire drill at least once in every 12 month period. Record the data and results of the fire drill.

3.2.5.13 Fire Safety Overview- Disabled Persons

Compliance with standard - **NA**

3.2.6 First Aid At Work

Hazard	Delayed response leading to injuries/ill health being exacerbated.
People Exposed To Hazard	As defined in Executive Summary
Area Where Hazard Present	As defined in Executive Summary
Current Risk	Moderate
Residual Risk	Tolerable
Not defined	

3.2.6.1 First Aid At Work- Needs Assessment

Compliance with standard - **NO**

Action Required: First Aid At Work- Needs Assessment Carry out a first aid needs assessment to determine the level of first aid provision is adequate for your workplace. The assessment must consider the work undertaken, employee numbers, distribution and working patterns, any pre-existing medical conditions and the ability of emergency services to reach the premises.

A blank copy of the first aid needs assessment can be found in Safetynest resources portal

3.2.6.2 First Aid At Work- Personnel

Compliance with standard - **YES**

In accordance with the first aid needs assessment, an adequate number of first aiders trained in Emergency First Aid at Work are provided for all work shifts. First aiders are only on site when employees are in the building.

3.2.6.3 First Aid At Work- Equipment

Compliance with standard - **YES**

First aid kits are provided at key locations accessible to all employees.

Persons have been nominated to regularly check all first aid kits and ensure they remain in date and fully stocked.

Automated external defibrillator is provided and staff have been trained in their use.

3.2.6.4 First Aid At Work- Other

Compliance with standard - **NA**

3.2.7 Gas Safety

Hazard	Fire, Explosion, Asphyxiation
People Exposed To Hazard	As defined in Executive Summary
Area Where Hazard Present	As defined in Executive Summary
Current Risk	Tolerable
Residual Risk	Tolerable
Not defined	

3.2.7.1 Gas- Controls

Compliance with standard - **YES**

The premises' gas appliances and installation/supply pipes are subject to regular annual inspection and servicing by a competent person and records are maintained. The last inspection was conducted on {15/04/24} by {Burns Mechanical Services}

Gas pipework was viewed at the time to be protected from damage, by vehicles, by the provision of robust barriers or is safe by position.

A suitable gas leak procedure is in place informing of the relevant steps to take in the event of a leak. Documented in the handbook but recommended that the gas leak procedure is documented in the hirer agreement

Employees have been specifically instructed on the action to take in the event of a gas leak, on smelling gas in the building and in case of fire.

The gas supply isolators are readily identifiable and their location known.

3.2.8 Grounds Maintenance

Hazard	Vehicles, moving machinery
People Exposed To Hazard	As defined in Executive Summary
Area Where Hazard Present	As defined in Executive Summary
Current Risk	Tolerable
Residual Risk	Tolerable
Not defined	

3.2.8.1 Grounds Maintenance- Risk Assessment

Compliance with standard - **YES**

A site specific risk assessment has been completed for the site.

All tools are battery operated

Personnel have been briefed on the risk assessment(s).

A copy of all risk assessments and supporting documentation is available on-site.

3.2.8.2 Grounds Maintenance- Refuelling

Compliance with standard - **NA**

3.2.8.3 Grounds- Training/Authorisation

Compliance with standard - **YES**

Only authorised personnel are permitted to use machinery.

3.2.8.4 Grounds Maintenance- Guarding

Compliance with standard - **YES**

Suitable guards are fitted to prevent access to dangerous parts of the machines.

The guards fitted are correctly secured in position to prevent access to dangerous parts of machinery.

Adjustable guards fitted are correctly positioned to prevent access to dangerous parts of machinery.

3.2.8.5 Grounds Maintenance- Noise & Vibration

Compliance with standard - **YES**

Employees are provided with noise protection PPE, that still enables them to communicate with each other if required.

3.2.8.6 Grounds Maintenance- Storage
Compliance with standard - **NA**

3.2.9 Ladders

Hazard	Falls from a height, Falling objects
People Exposed To Hazard	As defined in Executive Summary
Area Where Hazard Present	As defined in Executive Summary
Current Risk	Moderate
Residual Risk	Tolerable
Not defined	

3.2.9.1 Ladders - Controls

Compliance with standard - **NO**

The height of the ladders used is sufficient for the height of the activities for which they are required to avoid over stretching and overreaching.

Ladders are used when weather conditions are suitable.

Ladder users are competent to use them safely.

Ladders are only used as a workstation where the use of other safer equipment cannot be used due to specific site features or it is not justified because of the low risk and the short duration of use.

Ladder users wear suitable footwear.

Action Required: Ladders - Controls Record all instruction and training given to ladder users.

Ladders are stored securely to prevent falling and to prevent damage by other stored articles.

Three points of contact can be reasonably maintained for the duration of most of the work when using the ladders and a good hand hold is available.

The work area is cordoned off by the erection of a soundly constructed barrier/safety tape with suitable warning signs displayed.

Ladders are positioned away from traffic routes.

Ladders are checked visually by the user before use.

Ladders are erected on firm level ground.

Ladders are rested against solid surfaces.

3.2.10 Legionella Management

Hazard	Inhalation of Legionella bacteria
People Exposed To Hazard	As defined in Executive Summary
Area Where Hazard Present	As defined in Executive Summary
Current Risk	Moderate
Residual Risk	Tolerable
Not defined	

3.2.10.1 Legionella Management - General Controls

Compliance with standard - **NO**

Premises considered to be low risk as there is no stored water, infrequently used outlets or processes which produce respirable aerosols

Action Required: Legionella Management - General Controls Arrange for the caretaker to carry out a monthly check on hot water outlets in rotation to verify that the hot water in circulation is above 50°C. Record all readings in a legionella log book.

The hot water boiler stores water at a sufficiently high temperature to prevent the growth of Legionella bacteria.

Action Required: Legionella Management - General Controls Develop procedures for dealing with a potential outbreak situation.

Action Required: Legionella Management - General Controls Arrange for the caretaker and cleaner to conduct elearning awareness of legionella. Train employees involved in facilities management and building services maintenance with responsibility for carrying out preventive maintenance, water checks/ treatments in the risks and nature of the disease as well as specific monitoring procedures in line with the requirements of L(8).

Action Required: Legionella Management - General Controls Flush infrequently used outlets on a weekly basis. Maintain a record as evidence. Only little used outlet is the external water tap.

The domestic water system is subject to routine maintenance by a competent person.

Action Required: Legionella Management - General Controls Ensure that all checks and sampling are recorded.

3.2.10.2 Legionella Management - Cooling Towers

Compliance with standard - **NA**

3.2.11 Lone Work

Hazard	Delayed access to first aid/emergency services etc., Unsafe use of work equipment, Manual handling activities, Lack of supervision, Violence / Aggression
People Exposed To Hazard	As defined in Executive Summary
Area Where Hazard Present	As defined in Executive Summary
Current Risk	Moderate
Residual Risk	Tolerable
Not defined	

3.2.11.1 Lone Work - Prohibitions

Compliance with standard - **NA**

3.2.11.2 Lone Work - Monitoring/Supervision

Compliance with standard - **NO**

Action Required: Lone Work - Monitoring/Supervision Establish monitoring systems that record relevant information (e.g. the lone workers' current location, when the lone worker has returned to their head office / base / home etc.).

3.2.11.3 Lone Work - Emergencies

Compliance with standard - **NO**

The provisions in place for lone workers with regards to emergencies (e.g. fire, equipment failure, illness, accidents etc.) are satisfactory.

Lone workers have access to mobile communications (e.g. land line, mobile phone, 2 way radio etc.).

CCTV monitoring is in place externally.

Action Required: Lone Work - Prohibitions Ensure employees lone working lock the front door when they on their own

Suitable first aid provision is in place for lone workers, which covers access to supplies and treatment.

3.2.11.4 Lone Work - Miscellaneous

Compliance with standard - **NO**

Risk assessments cover the work undertaken by lone workers.

Action Required: Lone Work - Miscellaneous Arrangements should be put in place to consult with staff on lone working and to ensure all control measures identified on the risk assessment have been implemented.

Action Required: Lone Work - Miscellaneous Define activities which can and cannot be undertaken alone. Adopt a policy of 'if unsure contact your responsible manager'.

Items can be lifted safely by lone workers.

3.2.12 Management of H and S

Hazard	Inadequate safety management system
People Exposed To Hazard	As defined in Executive Summary
Area Where Hazard Present	As defined in Executive Summary
Current Risk	Moderate
Residual Risk	Tolerable
Not defined	

3.2.12.1 Management of H and S - Policy

Compliance with standard - **NO**

The Health and Safety Policy is current and up to date.

Action Required: Management of H&S - Policy The Health and Safety Policy must be brought to the attention of all staff and a record kept as evidence of compliance. Once the revised policy has been approved ensure it is disseminated to staff.

Once the H&S policy has been signed off at the senior level ensure all employees have access to a copy

3.2.12.2 Management of H and S - Comms & Consultation

Compliance with standard - **NO**

Suitable arrangements are in place for regularly communicating with and consulting staff on Health and Safety matters. Currently anyone who has an issue with H&S would raise it directly with the clerk

Action Required: Management of H&S - Comms & Consultation Health and Safety should be a regular agenda item on meetings that are held with staff.

3.2.12.3 Management of H and S - Training

Compliance with standard - **NO**

Action Required: Management of H&S - Training Although there has been no new staff recently ensure that in the event of appointment of new staff provide them with a health and safety instruction as part of their induction training.

Arrangements have been made for staff to be given basic Health and Safety training. Basic H&S induction and lifting and handling have been conducted. Brian Hargreaves July 2023

Jobs with specific training needs have been identified and arrangements have been made for staff to be given job specific Health and Safety training. This includes ensuring all legal requirements for training have been met (for example first-aid training).

Accurate records of the training provided are maintained.

Training needs are re-assessed and reviewed:

- As jobs change;
- As a result of health and safety monitoring;
- As a result of accidents, incidents and cases of ill-health;
- Where risk assessments identify a need.

And refresher training is carried out as and when needed.

Action Required: Management of H&S - Training E-learning is not currently provided but this will be commenced now the client has signed to Worknest Ltd

3.2.12.4 Management of H and S - Risk Assessment

Compliance with standard - **NO**

Risk assessments are in place for the organisation's activities.

Risk assessments are carried out by suitably competent persons. Recommend Clerk conducts some elearning on risk assessments

Action Required: Management of H&S - Risk Assessment Establish a programme of risk assessment review. This should be done at least annually and when there are any significant changes. The review will need to be recorded on the risk assessment.

Action Required: Management of H&S - Risk Assessment Ensure staff are given access to risk assessments and that they are notified of any changes. This process will need to be recorded.

3.2.12.5 Management of H and S - Accidents Etc

Compliance with standard - **NO**

There is an on line near miss & incident reporting procedure in place and staff have been made aware of it.

All serious accidents and/or incidents are investigated to determine the probable cause and if any actions have been identified to prevent reoccurrence.

An Accident Book is provided for the recording of accidents.

There are arrangements in place to report any work-related ill-health.

Action Required: Management of H&S - Accidents Etc In the event of a significant incident it is recommended that the Worknest H&S consultant is contacted to provide support.

3.2.12.6 Management of H and S - Emergency Plans

Compliance with standard - **NO**

Action Required: Management of H&S - Emergency Plans Establish written plans for emergency incidents such as [flooding, heating, etc].

3.2.12.7 Management of H and S - Notices

Compliance with standard - **YES**

The Health and Safety Law poster is of the currently approved type and is displayed on the notice board

A copy of the employers liability insurance certificate is displayed on the noticeboard

No smoking signs are displayed at entrance to buildings.

3.2.12.8 Management of H and S - Organisation

Compliance with standard - **NO**

The organisation has an effective structure in place for the management of health and safety.

The most senior member of the management team has accepted that they have overall and final responsibility for the safe running of the business.

Those managers to whom specific responsibilities have been allocated have had those responsibilities issued to them and/or included in their job descriptions.

Action Required: Management of H&S - Organisation Training is required to ensure that senior levels of management with responsibility for strategy are competent to undertake their health and safety responsibilities. We recommend an IOSH Safety for Executives and Directors (SED) course. [AND/OR] Training is required to ensure that middle levels of management and supervisory staff with responsibilities for implementation are competent to undertake their health and safety responsibilities. We recommend an IOSH Managing Safely course. [AND/OR] Training is required to ensure the workforce are competent to undertake their health and safety responsibilities. We recommend an IOSH Working Safely course.

Staff have been informed to whom they should report any concerns about health and safety issues, so that the management can address them.

3.2.12.9 Management of H and S - Monitoring Etc

Compliance with standard - **NO**

This GRA audit will act as the Health and Safety action plan, which is prioritised and monitored to ensure that actions are taken within a suitable time frame. Actions are also allocated to specific individuals.

Action Required: Management of H&S - Monitoring Etc As part of the H&S agenda item on the committee meeting ensure that health and safety performance at least annually to the most senior level or the company.

3.2.13 Managing Manual Handling Operations

Hazard	Musculoskeletal injuries
People Exposed To Hazard	As defined in Executive Summary
Area Where Hazard Present	As defined in Executive Summary
Current Risk	Moderate
Residual Risk	Tolerable
Not defined	

3.2.13.1 Managing Manual Handling Operations

Compliance with standard - **NO**

So far as is reasonably practicable the manual handling of loads likely to result in a risk of injury is avoided.

Action Required: Managing Manual Handling Operations Identify activities likely to give rise to a manual handling injury and avoid these activities being carried out. Where tasks cannot be avoided then each task must be assessed to determine the measures required to reduce the risk of injury. Please refer to the WorkNest client portal for Manual Handling Risk Assessment Template

Employees are provided with information and training on manual handling operations including the measures in place to prevent injury and safe systems of work. Staff have received manual handling training

3.2.14 New and Expectant Mothers

Hazard	Restricted work space, Noise, Vibration, Infections, Chemicals, Violence, Extreme work conditions, Manual handling
People Exposed To Hazard	As defined in Executive Summary
Area Where Hazard Present	As defined in Executive Summary
Current Risk	Tolerable
Residual Risk	Tolerable
Not defined	

3.2.14.1 New and Expectant Mothers - Risk Assessment

Compliance with standard - **NA**

Not currently required but would conduct a RA

3.2.15 Passenger and Goods Lifts

Hazard	Failure of the lifting equipment., Access to moving parts of the lifting gear., Maintenance of the lifting equipment., Entrapment within the lift car.
People Exposed To Hazard	As defined in Executive Summary
Area Where Hazard Present	As defined in Executive Summary
Current Risk	Moderate
Residual Risk	Tolerable
Not defined	

3.2.15.1 Passenger and Goods Lifts - Maintenance and Examination

Compliance with standard - **NO**

Action Required: Passenger & Goods Lifts - Maintenance & Examination Evidence required that the lift is being serviced every 6 months. Unless otherwise specified in a written scheme of examination drawn up by a competent person (e.g. Insurance company engineer) carry out a 6 monthly thorough examination of all passenger lifts and 12 monthly examination of goods lifts.

Current test certificates (for the lift equipment and ropes) are kept readily available for inspection. Inspection records need to be kept for at least 2 years.

A service contract is established for lifts to ensure they are regularly maintained, inspected and tested.

3.2.15.2 Passenger and Goods Lifts - Emergencies

Compliance with standard - **YES**

Suitable warning notices are displayed at the lift landings to warn people not to use the lift in the event of fire or emergency.

Arrangement exists with the local Fire Brigade/lift servicing contractor for calling out a service engineer to release occupants if the lift stops between floors.

3.2.15.3 Passenger and Goods Lifts - Plant Rooms

Compliance with standard - **NA**

3.2.15.4 Passenger and Goods Lifts - Safety Measures

Compliance with standard - **YES**

The lift doors are fitted with pressure sensing devices/photoelectric cells.

A notice specifying the maximum permitted safe working load is conspicuously displayed inside the lift car.

Employees have been warned of the hazards associated with overloading the lift.

The lift car is fitted with an audible alarm button/telephone.

The audible alarm/telephone is checked regularly and records of these tests are retained.

3.2.16 Stepladders

Hazard	Falls from a height, Falling objects
People Exposed To Hazard	As defined in Executive Summary
Area Where Hazard Present	As defined in Executive Summary
Current Risk	Moderate
Residual Risk	Tolerable
Not defined	

3.2.16.1 Stepladders- Controls

Compliance with standard - **NO**

Stepladders are only used for a short duration to put away and retrieve stock or to carry out minor repairs to the property or fixtures.

Action Required: Stepladders- Controls Do not use domestic (BS2037/ BS1129 Class 3, or BS EN131 Non-Professional) stepladders. They should be Class 1 or EN 131 standard (or EN 131 Professional for new equipment)

The height of the stepladders used is sufficient for the height of the activities for which they are required to avoid over stretching and overreaching.

Three points of contact can be reasonably maintained for the duration of most of the work when using the stepladders and a good hand hold is available.

The work area is cordoned off by the erection of a soundly constructed barrier/safety tape with suitable warning signs displayed.

Action Required: Stepladders- Controls Instruct stepladder users to check them before use to ensure they are in good repair and clean. Guidance is available in the Guidance section of your WorkNest H&S staff handbook.

Stepladder users wear suitable footwear.

Action Required: Stepladders- Controls Stepladder users should be instructed and/or trained on how to correctly use a stepladder.

3.2.17 Stress Management

Hazard	Increased occupational ill health. poor performance from fatigue/debility affecting concentration, increased absence, high staff turnover, low morale
People Exposed To Hazard	As defined in Executive Summary
Area Where Hazard Present	As defined in Executive Summary
Current Risk	Moderate
Residual Risk	Tolerable
Not defined	

3.2.17.1 Stress Management- Controls

Compliance with standard - **NO**

Action Required: Stress Management- Controls The organisation should assess the risks of stress in the workplace taking into consideration the areas advocated by the HSE in it's Management Standards i.e. demands, control, support, relationships, role and change.

Action Required: Stress Management- Controls Arrangements should be put in place to consult with staff on stress either via a health and safety committee or a specific channel.

Action Required: Stress Management- Controls A stress policy and plan should be implemented and clear responsibilities assigned. Thereafter periodic checks should be made to monitor it's effectiveness by assessing new risks, consulting with employees and reviewing employee absence and turnover data.

Action Required: Stress Management- Controls Information on stress should be made available to employees and measures put in place to offer a support system for employees should the need arise e.g. contact telephone numbers, employee assistance programme, counselling.

Action Required: Stress Management- Controls Managers should be provided with training in relation to the management of stress.

Action Required: Stress Management- Controls Introduce a process to ensure employees who may require an individual assessment for stress or related mental health issues are performed.

3.2.18 Work Equipment

Hazard	Misuse of equipment, Breakdown / failure, Insufficient guarding, Use by untrained personnel
People Exposed To Hazard	As defined in Executive Summary
Area Where Hazard Present	As defined in Executive Summary
Current Risk	Moderate
Residual Risk	Tolerable
Not defined	

3.2.18.1 Work Equipment- Suitability

Compliance with standard - **YES**

Work equipment provided is suitable for the processes, tasks and environment.

3.2.18.2 Work Equipment- Maintenance

Compliance with standard - **YES**

Work equipment is subject to a planned maintenance system/inspection programme.

3.2.18.3 Work Equipment- Safety

Compliance with standard - **NO**

Action Required: Work Equipment- Safety Ensure that safe working practices are in place for each type of work equipment and ensure that personnel have received training in the safe use. This training should be recorded.

The use of work equipment is restricted to trained/experienced or authorised personnel.

Suitable guards are fitted to prevent access to dangerous parts of any work equipment.

Work equipment risk assessments have been completed and they have been communicated to all staff concerned. There is also a record of this.

3.2.19 Workplace H and S

Hazard	Not defined
People Exposed To Hazard	As defined in Executive Summary
Area Where Hazard Present	As defined in Executive Summary
Current Risk	Moderate
Residual Risk	Tolerable
Not defined	

3.2.19.1 Workplace - Cleanliness & Waste

Compliance with standard - **YES**

The furniture, walls and floors are kept clean and in good decorative order.

General housekeeping is adequate and the accommodation is tidy and free from any waste build-up and any slipping or tripping hazards.

Adequate and suitable waste receptacles are provided throughout the workplace.

3.2.19.2 Workplace - Doors & Gates

Compliance with standard - **NA**

3.2.19.3 Workplace - Falls/Falling Objects

Compliance with standard - **YES**

Stored materials and objects are stable.

Shelving is strong and secure and suitable for the materials stored on it.

Filing cabinets are fitted with anti-tilt mechanisms.

3.2.19.4 Workplace - Floors & Traffic Routes

Compliance with standard - **YES**

The floors are free from slipping and tripping hazards.

The floors/floor coverings are in good condition.

Roadways and pathways are in good condition and are free from tripping hazards, such as potholes etc.

The outdoor surfaces are suitably drained and arrangements made to clear snow or ice in winter months.

3.2.19.5 Workplace - Lighting

Compliance with standard - **YES**

The workplace including stairs and facilities are sufficiently lit by a combination of natural light and artificial lighting.

Lighting on traffic routes is adequate so people/vehicles can move around safely.

Adequate lighting is provided to all of the external areas.

3.2.19.6 Workplace - Room Dimensions/Space

Compliance with standard - **YES**

Workrooms have enough free space to allow people to get to and from workstations and to move with ease.

3.2.19.7 Workplace - Smoking

Compliance with standard - **YES**

A 'No Smoking' policy is in place throughout the premises and no evidence of illicit smoking was observed.

3.2.19.8 Workplace - Temperature

Compliance with standard - **YES**

Workroom temperature is suitably maintained at a comfortable level and at least 16°C for office areas and 13°C for when work involves substantial physical activity.

Rest areas, toilets, showers, and changing rooms are maintained at a comfortable level.

All reasonable effort has been made to maintain temperature at a comfortable level when working with hot/cold processes.

Alternative conveniently accessible places are provided for employees to warm/cool themselves periodically throughout the day/shift.

3.2.19.9 Workplace - Ventilation

Compliance with standard - **YES**

An adequate supply of air is provided either through mechanical ventilation or openings /windows, such that stale air / fumes are removed.

Air inlets are positioned away from any flues and exhaust ventilation systems.

3.2.19.10 Workplace - Welfare

Compliance with standard - **YES**

Suitable and sufficient sanitary conveniences are provided and readily accessible.

Sanitary conveniences have warm/hot water, soap and means of drying.

Sanitary conveniences are suitably ventilated, lit and kept clean.

An adequate supply of water is readily available and cups provided.

Drinking water is marked where significant risk of drinking non-drinking water exists.

An adequate, suitable and secure space is provided to store workers' belongings.

Suitable and sufficient rest areas are provided with seating and with clean surface on which to place food.

Suitable changing facilities are provided with storage for work clothing.

The rest area includes the facility to prepare or obtain a hot drink.

A means of heating food is provided where hot food cannot be obtained nearby.

3.2.19.11 Workplace - Transparent/Translucent Surfaces

Compliance with standard - **YES**

Transparent or translucent surfaces are apparent or suitably marked.

Windows can be cleaned safely.

3.2.19.12 Workplace - Window Restrictors

Compliance with standard - **NO**

Action Required: Workplace - Window Restrictors A window in the first floor meeting room does not have a window restrictor on it and can be fully opened.

Ensure that the window is locked and the key is removed or install a window restrictor to prevent the window being fully opened

Action Required: Workplace - Window Restrictors Review the need for window restrictors to protect children and/or vulnerable adults.

Action Required: Workplace - Window Restrictors Window restrictors fitted for safety purposes should be subject to regular, documented inspection. If a restrictor has failed it must be replaced and the window kept locked until the restrictor is replaced. If replacement takes more than a few days a sign should be placed on the window to ensure it is kept shut until the restrictor is replaced.

3.2.19.13 Workplace - Workstations & Seating

Compliance with standard - **YES**

Suitable seating and workstations are provided for workers which enable them to undertake their roles safely and comfortably.

Seating provided gives adequate support for the lower back and footrests are provided for those that need them.

3.2.19.14 Workplace - Pest Control
Compliance with standard - **NA**

3.2.20 Additional Observations

Hazard	Consultant to specify
People Exposed To Hazard	As defined in Executive Summary
Area Where Hazard Present	As defined in Executive Summary
Current Risk	Moderate
Residual Risk	Tolerable
Not defined	

3.2.20.1 Additional Observations and Considerations

Compliance with standard - **NO**

A number of old wooden chairs are being used on site Ensure regular inspections are conducted of the chairs to ensure they are not damaged and record these inspections

3.2.20.2 Additional Observations and Considerations

Compliance with standard - **NO**

The main entrance door and fire exit into the parish hall was seen to have one of the doors locked and was advised that this door is locked at all times. Ensure that both these fire doors are unlocked when the parish hall is in use. These doors are a final fire exit and need to be used by visitors in the event of an emergency

3.2.20.3 Additional Observations and Considerations

Compliance with standard - **NO**

An emergency lighting unit did not appear to be working - no green indicator light was seen and all other signs on site were maintained Arrange for the electrician to check the emergency lighting unit is working

3.2.20.4 Additional Observations and Considerations

Compliance with standard - **NO**

A number of significant trees on site appear to be damaged and concerns have been raised that the trees could cause harm to life and property. A survey has been conducted by the local council indicating concerns about the trees. The parish hall is in a conservation area and the client is not permitted to get the trees cut down without consent from the council. It is imperative that Hale Parish Council liaise with the council to get the affected trees maintained or lopped as required to ensure they do not cause harm to life or property.

3.2.20.5 Additional Observations and Considerations

Compliance with standard - **NO**

The bin store at the rear of the property can be accessed via the path at the front of the hall and this could potentially be an arson risk Arrange for a gate to be installed at the front of the path to prevent unauthorised access

3.2.20.6 Additional Observations and Considerations

Compliance with standard - **NO**

A number of cleaning products that are not on the clients approved list was seen in the cleaners store. Ensure only cleaning products on the approved list are used.

3.2.20.7 Additional Observations and Considerations

Compliance with standard - **NA**

3.2.20.8 Additional Observations and Considerations

Compliance with standard - **NA**

3.2.20.9 Additional Observations and Considerations

Compliance with standard - **NA**

3.2.20.10 Additional Observations and Considerations

Compliance with standard - **NA**

3.2.20.11 Additional Observations and Considerations

Compliance with standard - **NA**

3.2.20.12 Additional Observations and Considerations

Compliance with standard - **NA**

3.2.20.13 Additional Observations and Considerations

Compliance with standard - **NA**

Section 4 - Supporting Photographs

Section 5 - Protocol and Disclaimer / Limit of Advice

5.1 Protocol

Introduction / Process

This report is a General Risk Assessment of the significant health and safety issues within your organisation and been prepared by a your Consultant following an inspection of your premises, an examination of documentation and discussions with relevant persons. The primary purpose of this report is to comment on the adequacy of existing risk controls and provide you with the details of improvements required to your health and safety arrangements in order to comply with legislative requirements and best practice. Implementing these improvements will help prevent accidents or ill health to those who may be affected by your undertaking.

This report reflects the situation found at the premises at the time of the visit and is based upon the information and evidence provided to the Consultant. If evidence was not available to corroborate an action the Consultant is likely to have raised an action to this effect. The accuracy of the report is therefore dependant on the quality of the information made available to the Consultant.

The scope of the report is limited to the areas specified under the 'Areas Assessed' part of Section 1 above.

Prioritising Health and Safety Actions

All health and safety actions identified by the Consultant are shown in Section 2 of this report - 'General Risk Assessment Action Plan' and are prioritised as follows:

Priority	Complete By	Definition
1	Immediate (But within 30 days).	<p>Requires Immediate Remedial Action - (For Intolerable / Substantial Risks)</p> <p>The safety or fire issue has been assessed as having a high likelihood of causing serious harm. The activity / situation must not continue until the risk has been reduced. If it is not possible to reduce the risk then the activity / situation must be prohibited. If any work is in progress it must be stopped and alternative safe means of carrying out the work identified.</p> <p>Likely regulatory enforcement action: Prohibition Notice.</p>
2	Within 60 days.	<p>Requires Remedial Action (For Moderate Risks)</p> <p>Some additional controls are necessary within the defined timescale. Easily remedied issues should be carried out immediately or in a very short timescale. The introduction of interim control measures needs to be evaluated. Regular monitoring of existing controls is essential.</p> <p>Likely enforcement action: Improvement Notice.</p>
3	Within 90 days.	<p>Requires Some Additional Controls In Due Course Or Maintain Control Measures And Review If There Are Any Changes (For Tolerable Risks).</p> <p>Some additional controls are necessary. Consideration may be given to a more cost-effective solution. Regular monitoring of existing controls is essential.</p> <p>Likely enforcement action: Informal Notice possibly leading to an Improvement Notice if enforcement advice not followed.</p>
4	Within 180 days.	<p>Improvements should be carried out as advised.</p> <p>These may be best practice or industry standard and may require long-term investment.</p>

It is strongly advised that you complete the actions within the recommended timeframes shown. This will help to improve health and safety conditions within your workplace and reduce the likelihood of an accident occurring and/or any legal action being taken against your company in the criminal or civil courts. To help manage risks and actions identified in this report please refer to the library of information held in the Worknest portal.

5.2 Disclaimer / Limit of Advice

In compiling this report every effort has been made to cover the significant hazards and risks likely to affect your organisation. It is based on a combination of observations made by the Consultant at the time of the visit, examination of relevant documents and information provided by your representatives which is accepted in good faith as being factual, accurate and valid. Absence of any comment on any particular topic must not be taken as an indicator of compliance with any statutory obligations.

This report should not be relied upon as a complete suite of risk assessments covering every aspect of your operation. It is the starting point where you can decide whether you are doing all that is reasonably practicable in controlling the risks identified or whether a more detailed and specific risk assessment is required. For example you may have several pieces of machinery with dangerous parts that must be guarded against hence it is incumbent on you to compile an individual assessment on each machine.

Whilst our Consultants make every reasonable effort to access all areas of the premises for which you are responsible, there may be some areas that are inaccessible, or are difficult to access due to the fabric of the building and to do so would cause unnecessary damage or are outside of the scope of the works requested. Any such areas which were not accessed during this risk assessment have been detailed in the Executive Summary.

It is your responsibility to validate this report to ensure that all reasonably foreseeable hazards have been considered and that safe, appropriate and legal implementation of any remedial action is made. It is recommended that this assessment is reviewed at least annually and/or whenever there is a significant change within your business and that you continue to apply regular general risk reducing control measures as defined by your policies and procedures.

This report becomes uncontrolled when printed



Hale Parish Council & Hale Village Hall

Employee Handbook

December 2024

WELCOME AND INTRODUCTION

Welcome to Hale Parish Council and Hale Village Hall (referred to throughout this handbook as “We” or “the Employer”). Our strength as an Organisation is due to the skills and abilities of colleagues like you. We look forward to a long and successful working relationship with you and sincerely hope that your time with us is enjoyable and rewarding.

This handbook

This handbook is designed to explain the way in which we work and to set out the key procedures, rules and policies designed to ensure an efficient workplace and a safe and supportive environment for all employees. The contents of this handbook do not form part of the terms of your contract of employment unless otherwise stated. The Employer may need to alter or amend any policy or procedure contained in this handbook to ensure that it remains relevant and consistent with the needs of the business. Any such change will be notified to all employees and an up-to-date copy of this handbook can be obtained from the [Intranet](#).

We do expect you to comply with the requirements set out in this handbook and failure to do so may lead to disciplinary action; in appropriate cases, up to and including dismissal.

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1

KEY PRINCIPLES

This section sets out some of the key commitments made by the Employer to its employees – and the key commitments expected from employees in return.

1.1 Code of Conduct

The behaviour of employees is central to the continued success of the Employer. This handbook sets out a number of requirements aimed at ensuring the smooth running of the Employer and the fair treatment of all employees. A number of these are so important that any breach of them will amount to gross misconduct and these are clearly identified throughout the handbook. Your attention is drawn in particular to the following:

- The rules on gifts and hospitality;
- The policy on smoking;
- The policy on alcohol and drugs;
- The policies on driving;
- The policy regarding social media; and
- The rules concerning the use of computers, the internet and email;

Dishonesty

It is important to stress that any form of dishonesty, however minor, will be regarded as gross misconduct. This includes theft of property, whether belonging to the Employer, colleagues or any third party. However it also includes an employee seeking to gain any advantage through deception - such as making a false claim for expenses or overtime, falsely claiming to be sick or falsely claiming to have completed a particular task.

It does not matter if any amount of money at issue is small. The Employer regards any dishonesty by employees as gross misconduct which will usually result in dismissal.

Refusal to carry out instructions

The Employer expects employees to work in a spirit of cooperation with their colleagues and managers for the good of the business as a whole. Employees are required to carry out their managers' instructions and a deliberate and wilful refusal to do so will be gross misconduct.

If you believe that you have been instructed to do something that does not fall within your duties or which is in some other way unreasonable then the appropriate way of dealing with this is to raise a grievance under the grievance procedure (see Section 5). However doing so will not prevent a refusal to carry out an instruction from amounting to gross misconduct if it is found to have been a reasonable one in all the circumstances.

1.2 Health and Safety

The primary duty owed to you by the Employer is to ensure that you are safe while you are at work. Similarly all employees are obliged to carry out their duties in a safe and responsible manner that does not risk harm to either themselves, their colleagues or any other person.

A detailed health and safety policy/handbook identifying the roles and responsibilities of key staff members for ensuring that the Employer meets its commitment to health and

safety is available on the Intranet. In addition there is information on health and safety displayed throughout our premises.

Detailed risk assessments have been carried out on all aspects of the Employer's activities and steps have been taken to ensure that all work can be done safely. Any employee who is concerned that any aspect of the Employer's activities poses a risk to health and safety should report this to the nearest available manager immediately. Genuine concerns about health and safety will always be treated with the utmost seriousness and be thoroughly investigated.

Employees are required to comply with all instructions rules and procedures concerning matters of health and safety. Failure to do so may amount to gross misconduct. In particular, where employees are required to wear personal protective equipment then failure to do so will be treated as gross misconduct which will usually result in dismissal.

1.3 Ethical Conduct

The Employer aims for the highest possible standards of ethical conduct in all of its activities and expects the conduct of individual employees to reflect this. Dishonesty of any kind will be treated as a serious matter, which may amount to gross misconduct and therefore to dismissal without notice.

Gifts and Hospitality

The acceptance of gifts and hospitality from clients/customers, suppliers and potential suppliers must not give the appearance that employees or the Employer may be unduly influenced in the decisions that they make in respect of clients/customers, suppliers or in any other aspect of their work.

All gifts and hospitality given or received, of whatever value, must be entered in the Register kept by the management team.

No personal gifts of a value in excess of £10 should be accepted from a client/customer, supplier or potential supplier without express permission from your line manager.

Acceptance of hospitality, such as lunch or drinks receptions, should be kept within common sense limits and should always be authorised by your manager. Offers of hospitality must always be authorised by your manager.

You may also be instructed to return any gifts which your manager considers to be inappropriate, or to refuse to accept hospitality from a particular supplier or potential supplier. Failing to obey such an instruction will be treated as misconduct.

Allowing gifts or hospitality to influence any purchasing/business decisions that you may make on behalf of the Employer or to otherwise influence the way in which you perform your duties is an act of gross misconduct which will usually result in dismissal.

It is also an act of gross misconduct to seek to influence any other person to behave in an improper way or to confer a business advantage on you or the Employer through the giving of any gift or hospitality.

1.4 Whistleblowing

The Employer encourages employees to raise any concerns that they may have about any wrongdoing at any level within the business. Wrongdoing in this context means any

breach of a legal obligation, risk to health and safety, a criminal offence being committed, a miscarriage of justice occurring or likely to occur, damage to the environment, or an attempt to conceal any of the above.

Any initial concern should be raised with your line manager. However, if this is not appropriate then you should contact another member of the management team who will ensure that your concern is properly addressed.

Employees who raise a concern which is in the public interest under this policy are entitled not to be subjected to any detriment as a result, however the employee must reasonably believe that the disclosure they are making is true.

Even if your concern proves to be unfounded you will be protected against any reprisals from your manager, colleagues or any other employee of the business. Making a deliberately false allegation, however, against the Employer, a fellow employee or any other person will be treated as an act of gross misconduct which will usually result in dismissal.

If you are the subject of an allegation of wrongdoing then you will be informed of the allegation and given every opportunity to explain the situation and put your side of the story. Disciplinary action will only be taken following a full investigation in accordance with the disciplinary procedure.

1.5 Good Faith and Loyalty

The employment relationship is one built on trust and we all have a mutual interest in making the relationship a success. The Employer has a duty to provide reasonable support to employees and employees have a duty of good faith towards the Employer.

In practice this means not doing anything that undermines the Employer's position by acting in competition with it, providing information to competitors or undermining the Employer's standing with clients, customers and fellow employees.

1.6 Data Protection

We will process personal data and sensitive personal data (also known as 'special categories of personal data') relating to you in accordance with our Data Protection Policy and our Data Protection Privacy Notice (provided to you separately), as well as in accordance with the relevant data protection legislation.

We may monitor staff in accordance with our policies relating to email, internet and communications systems and monitoring at work, as detailed in this Employee Handbook and in accordance with the relevant data protection legislation.

You will comply with your obligations under our Data Protection Policy and other relevant policies as directed.

1.7 Environmental Statement

In the undertaking of their daily duties, we accept that all staff associated with the Employer will have an influence on the environment. We will commit to adopting working practices that will help to have a positive effect, assist towards continued environmental improvement, prevent pollution and reduce unavoidable negative influences caused by our working practices.

The Employer therefore maintains a policy of 'minimum waste' which is essential to the cost effective and efficient running of all our operations. Every employee has a responsibility to promote this policy by taking extra care when carrying out normal duties to avoid unnecessary or extravagant use of services, materials, lights, heating, water etc.

2

HOW WE DO THINGS

This section deals with some important administrative requirements to do with your employment and sets out the standards the Employer expects of employees in various situations.

2.1 Proof of Identity

The Employer is legally obliged to ensure that all employees are permitted to work in the UK. It is a condition of your employment that you comply with all reasonable requests to provide details of your identity, right to work in the UK and place of residence. This will include allowing the Employer to take copies of your passport or other appropriate documents and to check their authenticity. Copies of any such documents will be kept in your personnel file for such a period as is deemed necessary in compliance with current data protection laws.

The Employer may dismiss any employee who cannot demonstrate that they are legally entitled to work in the United Kingdom.

2.2 Dress Code

All employees should dress in a manner appropriate to the work that they do. Key factors include whether or not the employee meets clients or customers and whether the requirements of health and safety require particular clothing. How you dress is largely a matter of common sense. If your manager feels that you are dressing in an inappropriate way they may ask you to dress differently the next time you come into work. A persistent refusal to comply with a reasonable standard set by a manager will amount to misconduct.

Where an employee dresses in a completely inappropriate way, for example by wearing clothing with offensive images or slogans, then they may be sent home to change. Any time taken to go home and change will be unpaid.

Personal Protective Equipment

If you are provided with any Personal Protective Equipment (PPE) you must ensure you wear this at all times, especially in any designated area which may pose additional risk. Failure to do so is likely to result in disciplinary action.

2.3 Timekeeping

Good timekeeping is essential in any team. A late arrival at work can put unfair pressure on colleagues and affect the smooth running of the Employer. The Employer therefore requires all employees to take responsibility for attending work promptly in accordance with their contract of employment or work roster. You should arrive in good time to be ready to start at the time indicated. Persistent lateness without proper acceptable explanation will be treated as misconduct under the disciplinary procedure.

The Employer may ask you to record your arrival and departure times and may keep such records of your working time as it thinks appropriate. Deliberate failure to record time may be treated as gross misconduct.

Where it is clear that you are going to be late for work you must contact your line manager as soon as possible to explain the situation and give an estimate of your arrival time. You must make every effort to talk to your manager directly rather than leave a message with colleagues or send an email or text message.

If personal or domestic circumstances make it difficult for you to attend work on time then you should discuss this with your line manager. In some cases, the Employer may be able to accommodate a reasonable need for flexibility, but this will be subject to the needs of the business and the need to avoid placing an unfair burden on your colleagues (see Section 4).

2.4 Adverse Weather and Traffic Disruption

Adverse Weather

Adverse weather conditions can cause road closures and public transport disruption.

The Employer's primary duty is to provide a safe place of work. If adverse weather means that this cannot be achieved, and the workplace needs to close then all employees will be sent home or told not to come in. In these circumstances, where possible, employees may be required to work from home and will be paid as normal. If home working is not a suitable alternative arrangement, employees will be paid in full for any working time that they have lost.

If the need to close the workplace persists, the Employer may invoke any lay-off clause in employees' contracts.

Traffic Disruption

We understand that events such as industrial action, road traffic accidents and road works can cause difficulties for employees attempting to travel into the workplace. In these circumstances we are prepared to take a flexible approach to working arrangements while still keeping the business running as effectively as possible.

You must make a genuine effort to report for work at your normal start time. You may need to leave home earlier to give yourself extra time for the journey or taking an alternative route. Travel on foot or by bicycle should be considered where appropriate and safe.

If you are unable to get into work, you should check the situation throughout the day in case it improves. Information may be available from local radio stations, the police, transport providers or the internet. If conditions improve sufficiently to allow you to travel in to work, you should report this to your manager and attend work unless told otherwise.

Delayed Return from holidays

You should make every effort to return to work as planned at the end of any period of authorised annual leave and should ensure that travel arrangements are made that would best ensure this is possible. However, we recognise that employees may be delayed when returning from holidays due to flight cancellations/ delays.

If you are unable to travel into work

If the workplace is open, it is the responsibility of employees to attend work if they possibly can.

Employees who are absent from work due to adverse weather or other travel disruptions are not entitled to be paid for the time lost.

Where it is clear that you are not going to be able to get to work you must contact your line manager as soon as possible to explain the situation. You must make every effort to talk to your manager directly rather than leave a message with colleagues or send an email or text message.

If you are unable to attend work due to severe weather or other travel difficulties, then you will be required to take time from your annual leave allowance to cover any absence or to take unpaid time off by agreement with your manager.

There may be circumstances in which employees are able to work at home or from an alternative place of work, if available, but this will be entirely at the discretion of the Employer. If you do this, you will receive your normal pay.

If travel disruption or adverse weather causes you to arrive at work late or requires you to leave work early you will usually be expected to make up any lost time.

2.5 Rest Breaks

The Employer encourages all employees to take full advantage of scheduled rest breaks. These are provided not only for comfort, but also to protect the health of employees and prevent excessive fatigue from causing accidents.

A rest break should be taken away from your workstation wherever possible. If you leave the premises you should bear in mind the time that it will take you to return from the break so that you can ensure that you begin work again on time.

Different areas of the business may have different arrangements for ad hoc breaks such as to make a cup of tea or coffee. These arrangements are in place to ensure the smooth running of the business and to prevent putting unfair pressure on colleagues. You are required to comply with any requirements relating to such breaks as may be in place from time to time.

2.6 Smoking

The Employer operates a smoke-free workplace. Smoking (which includes the use of e-cigarettes and personal vaporisers) is therefore strictly prohibited throughout our premises.

Smoking is only permitted during designated break times. Smoking is not permitted anywhere on the Village Hall premises.

2.7 Computer Use - Including the use of email/Internet

It is very important that the Employer is able to keep its data secure. To assist with this, all employees are required to comply with instructions that may be issued from time to time regarding the use of Employer-owned computers or systems.

You should ensure that when leaving your workstation for any lengthy period, that you lock your terminal, or log off if appropriate.

You must not attach any device to Employer IT equipment without authorisation from your line manager and you must not open attachments or click on links unless you know

you can trust the source. Employer portable IT devices must be kept secure and password protected at all times.

Your computer password is an important piece of confidential information and you should treat it that way. Do not share it with others, and make sure that it is not written down anywhere where an unauthorised person can find it.

Unauthorised access to any of the Employer's systems will amount to gross misconduct.

Internet Use

Employees with access to the internet on Employer-owned devices should use that access responsibly.

Personal use during working hours will be treated as misconduct. From time to time the Employer may block access to sites which it considers inappropriate but whether or not a specific site has been blocked, employees must not use the internet to view or download offensive or sexually explicit material. Any attempt to do so may, depending on the circumstances, amount to gross misconduct leading to dismissal.

Employees must not download any software, plugins or extensions on to Employer-owned devices unless this is first cleared by an appropriate manager. Employees should also refrain from downloading music, video or any other entertainment content on any Employer-owned device.

Firewalls and anti-virus software may be used to protect the Employer's systems. These must not be disabled or switched off without express permission from management.

Email

All email correspondence should be dealt with in the same professional and diligent manner as any other form of correspondence.

If you have a Employer email account you should be mindful of the fact that any email that you send will be identifiable as coming from the Employer. You should therefore take care not to send anything via email that may reflect badly on the Employer. In particular, you must not send content of a sexual, racist or discriminatory nature, junk mail, chain letters, cartoons or jokes from any email address associated with work.

Using a Employer/work email address to send inappropriate material, including content of a sexual, racist, discriminatory or harassing nature, is strictly prohibited and may amount to gross misconduct resulting in summary dismissal. Should you receive any offensive or inappropriate content via email you should inform a member of management of this as soon as possible so that they can ensure that it is removed from the system. You should also report such breaches in accordance with our Harassment and Bullying or Grievance policies.

You should also take care that emails will be seen only by the person intended. Particular care should be taken when sending confidential information that the email has been correctly addressed, marked 'private' / 'confidential' and not copied in to those not authorised to see the information. Sending confidential information via email without proper authorisation or without taking sufficient care to ensure that it is properly protected will be treated as misconduct.

Privacy

Monitoring of email and internet usage may take place without notice. You should have no expectation of privacy in respect of personal and business use of email and the internet whilst at work.

Your email remains the property of the Employer and therefore you should not use your Employer email to send or receive any information that you regard as private. The Employer may, in the course of its business, read emails that you have sent or received - although in the absence of evidence of wrongdoing the Employer will try to avoid reading personal emails if possible.

2.8 Social Media

An employee's behaviour on any social networking or other internet site must be consistent with the behaviour required of employees generally. Where it is possible for users of a social media site to ascertain who you work for, then you should take particular care not to behave in a way which reflects badly on the Employer.

You must avoid making any social media communications that could damage our business interests or reputation, even indirectly. You must not use social media to:

- defame or disparage us, our staff or any client or other third party;
- harass (including sexually harass), bully or unlawfully discriminate against staff, clients or other third parties;
- make false or misleading statements; or
- impersonate colleagues or third parties.

Because social media interactions can be copied and widely disseminated in a way that you may not be able to control, the Employer will take a particularly serious view of any misconduct that occurs through the use of social media.

You should make it clear in social media postings, or on your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal email address. Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.

You must not operate a social media account or profile or express an opinion that purports to be operated/made on behalf of the Employer without express permission to do so from your manager. You must not comment on social media about sensitive business-related topics, such as our performance, or do anything to jeopardise our trade secrets, confidential information and intellectual property. You must not include our logos or other trade marks in any social media posting or in your profile on any social media.

You should not attempt to access social networking sites, such as Facebook/X (formerly known as Twitter) or similar on Employer computers. This includes during break times.

Any misuse of social media that you see should be reported to your manager.

Breach of this policy may result in disciplinary action up to and including dismissal. You may be required to remove any social media content that we consider constitutes a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

2.9 Telephones

Reasonable personal use of Employer telephones is permitted with prior permission from management, however calls should be kept short and no calls should be made to premium rate numbers or abroad.

Calls and texts on personal mobile phones should wherever possible be restricted to formal rest breaks.

2.10 Alcohol and Drugs

The Employer's approach to the consumption of alcohol, drugs and other substances (including new psychoactive substances) that have intoxicating and/or behaviour-altering effects or impair judgement (referred to in this policy as "other substances") is based on the need to ensure a safe and productive working environment. Because of the serious nature of the risks posed by the abuse of alcohol, drugs and other substances in the workplace, any breach of the rules in this area will be treated as gross misconduct which will usually result in dismissal.

An employee will be regarded as 'under the influence' of alcohol, drugs or other substances if their behaviour, speech, ability to concentrate or otherwise perform their duties is in any way affected. An employee will also be regarded as under the influence if they fail a drug, other substance or alcohol test.

Dependency

Employees who have a dependency on alcohol, drugs or other substances may be offered support and encouraged to seek appropriate counselling or medical help. Absence arising from treatment or counselling related to drug, alcohol or other substance abuse will be treated as sickness absence under the Employer's Sickness absence procedure. However, while the Employer will always try to be supportive toward employees with a drug, alcohol or other substance problem, this will not prevent disciplinary action being taken when employees act in breach of the rules laid out in this policy.

Wherever an employee informs the Employer that they have a drug, alcohol or other substance problem this will, as far as possible, be treated in the utmost confidence. However the Employer may need to disclose particular circumstances to managers, regulatory authorities or others should this be necessary to ensure safety or compliance with legal requirements.

Drugs

The consumption, storage, distribution or sale of illegal drugs or any other behaviour-altering and/or intoxicating substance, including new psychoactive substances, on Employer premises or during working time is strictly prohibited. The Employer will report any illegal activities to the police or other relevant authorities.

You must not present yourself for work under the influence of illegal drugs or any other substance taken for non-medical purposes.

Medicines and Prescription Drugs

If you are taking prescription drugs or any other medicine that may affect your performance at work or your ability to carry out any of your duties, then you must inform

your line manager of this so that steps can be taken to ensure that the work can be done safely. It is your responsibility, when beginning any course of medication, to check whether it may adversely affect your ability to work.

Alcohol

Consumption of even a small amount of alcohol may be sufficient to adversely affect the work of an employee and could pose a risk to health and safety. Remember that alcohol remains in the bloodstream for up to 24 hours following consumption and that the consumption of a significant amount of alcohol in the evening may leave you unfit to work in the morning.

You must not present yourself for work under the influence of alcohol.

You must not consume any alcohol during working time, lunchtime or during any break unless this has been specifically authorised by your manager.

Where alcohol is available at Employer organised events or occasions when you are representing the Employer – even outside working hours - it is important to behave responsibly and not drink to excess. Behaviour that reflects badly on the Employer will be a disciplinary matter and in serious cases may amount to gross misconduct.

2.11 Driving

Where driving is required as part of your job, it is your responsibility to ensure that you are legally qualified to drive.

Licences will go through the Employer inspection procedure which requires us to check individual licences once a year with the DVLA, or as otherwise requested. The Employer will require you to share your driving licence information by supplying it with your driving licence number and a check code provided by the DVLA. If you receive any points on your licence you must inform the Employer of this immediately.

If you use your own vehicle to drive on Employer/work-related business, it is your responsibility to arrange to be insured for that business use. The Employer may require you at any time/annually to allow a copy of your insurance and any MOT test certificate to be made and kept in our records.

You are responsible for any driving offences committed while driving as part of your duties, including any parking fines. Dangerous, careless, inconsiderate or aggressive driving as well as causing a risk to others can be damaging to the Employer's reputation and can amount to gross misconduct. If you are banned from driving for any reason, the Employer is not obliged to find alternative work for you and may choose to dismiss you if the ban renders you incapable of performing your duties as required.

It is illegal to use your mobile phone whilst driving. This includes texting etc.

Employees should **never** use their mobile phone whilst driving on Employer business unless they do so on a properly installed hands-free system and traffic conditions mean that it is safe to do so. In most cases, it would be preferable to make any calls when the vehicle is stationary.

Any journey carried out on Employer business must be scheduled in such a way as to allow adequate rest breaks – usually one break of 15 minutes for two hours of driving. Where possible, driving on Employer business should be avoided either late at night or very early in the morning.

Safety is the Employer's prime responsibility and you should not be required to compromise safety in any way when driving on Employer business. If you are concerned about any driving requirements you may have, then you should discuss these with your line manager and appropriate arrangements will be made to ensure that any work-related journey can be completed safely.

2.12 Expenses

You will be reimbursed for authorised and legitimate expenditure reasonably incurred in the course of the proper performance of your duties, i.e. travel, accommodation, agreed out-of-pocket expenditure.

In order to claim expenses you must complete an expense claim form and support the claim by submitting valid receipts.

2.13 Employer Property

You are not permitted to use Employer property for any purpose other than its intended use. Employer property must not be removed from the premises unless with prior approval.

Damage to Employer Property

Any damage to or loss of Employer property must be immediately reported to your manager.

If, following an investigation, it is found that as a result of your carelessness, negligence or failure to comply with Employer procedures, or by wilful act, the Employer suffers loss or damage of cash, stock, fixtures and fittings or property, this will be construed as serious breach of the rules, which could result in your summary dismissal on grounds of gross misconduct.

You may also be liable to pay the full, or part, cost of making good the Employer's loss in respect of cash, stock, fixtures and fittings, or property.

In the event that the Employer makes a claim to its insurers, for repair or replacement, or other losses incurred, it reserves the right to require you to pay any insurance excess that may accrue.

It is an express term of your contract of employment that if Employer property is damaged, lost or stolen through your negligence or fault, then the Employer may deduct the cost of repair or replacement from your salary.

Before any decision is made to deduct, the matter will be fully investigated and you will be given an opportunity to state your case and appeal any decision.

Return of Employer Property

Upon termination of employment for whatever reason, you must return to the Employer all property belonging to the Employer including Employer computers, equipment, keys, records and documents within your possession or control belonging or relating to the affairs and business of the Employer and its customers.

The Employer may deduct the cost of replacement of any items not returned, or repair of items that are returned damaged, on termination of your employment from your salary or any monies owed to you.

Employees' Property

The Employer does 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.

Any loss or theft of items must be reported to your manager.

Lost Property

If you find any items of lost property they should be handed to your immediate Manager, who will retain the items for three weeks. The property will either be handed over to the police or disposed of accordingly.

2.14 General

Statements to the Media

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

Parking

If parking is provided by the Employer, all cars parked in such parking areas are parked at the owner's risk and must be parked so as not to obstruct access. It is your responsibility to ensure that your vehicle is parked in a safe area.

CCTV/Security Cameras

The Employer reserves the right to use closed circuit television (CCTV) systems throughout its premises as deemed necessary and employees should expect all areas (other than those where use would contravene common decency) to be visible on a television monitoring system. Information obtained from systems will only be used in appropriate circumstances and with strict adherence to Data Protection Laws. This may include using recorded images as evidence in disciplinary proceedings.

3

ABSENCE

This section sets out the approach the Employer takes when you are unable to attend work, are taking annual leave or need time off.

3.1 Unauthorised Absence

Employees who deliberately fail to attend work without proper excuse or in breach of management instructions will be committing gross misconduct which could result in dismissal without notice or payment in lieu.

3.2 Medical Appointments

In general, appointments to see a GP, dentist or optician should be made for outside working hours. Paid leave will not normally be granted for non-emergency visits.

The Employer appreciates that it is not always possible to avoid appointments during the working day and will judge each case individually in deciding whether any paid time off should be granted. In most cases, employees will be required either to use part of their annual holiday entitlement or to make up any lost time.

Employees who have a medical condition which will require regular appointments during the working day should discuss their situation with their manager so that appropriate arrangements can be made.

You may be required to provide evidence of any appointment for which time off is needed.

3.3 Ante-natal Care/Adoption Appointments

Pregnancy Related Appointments

Employees who are pregnant are entitled to paid-time off to attend ante-natal appointments provided that attendance is based on medical advice. For second and subsequent appointments you may be required to produce an appointment card or similar evidence of the date and time of the appointment.

While there is no limit on the number of appointments that an employee can attend, the Employer does have the right to refuse time off where it is reasonable to do so. Employees are therefore expected to take reasonable steps to arrange antenatal appointments at a time that will require the minimum amount of time off. Part-time workers should attempt to arrange appointments for days when they are not required to work and all employees should try to avoid appointments in the middle of the working day in order to minimise disruption.

If your partner is pregnant, you are entitled to unpaid time off for up to two antenatal appointments. If you wish to exercise this right you should notify your manager of the date and time of the appointment. You may be asked to provide written evidence that an appropriate appointment has in fact been made.

Adoption Appointments

Employees who are adopting on their own, or have elected to be the primary adopter may take paid time off to attend up to five adoption appointments in certain circumstances.

If you are the partner of the primary adopter, you may take unpaid time off on up to two occasions to attend an adoption appointment.

3.4 Sickness Absence

Regular and reliable attendance at work is an important commitment that the Employer asks all employees to make. Unjustified or excessive absence can put unfair pressure on colleagues and seriously damage the Employer's business, to everybody's detriment.

Nevertheless the Employer will always try to be supportive when an employee is genuinely too ill to attend work. This policy sets out the Employer's approach and the steps that you need to take if you are off sick.

Reporting Sickness Absence

If you are too ill to come into work you should personally inform your line manager of this fact as soon as possible and in any event by no later than 1 hour before your start time. When you phone in sick you must make every effort to speak to your manager directly. Do not simply leave a message with a colleague or send an email or text. If you need to leave a message for your manager then they may contact you during the day to discuss your absence with you.

It is important that you keep in touch with your manager about the likely length of your absence so that appropriate arrangements can be made for cover and you should phone in sick on every day of your absence unless either you have previously informed your manager that you will be off sick for a particular period of time or your absence is certified by a 'Fit Note' (Form Med 3).

Hangovers are not regarded as legitimate reasons to take sickness absence. Absence by reason of hangovers will be regarded as a disciplinary offence which may result in dismissal without notice or payment in lieu. You should also be aware of the rules governing the consumption of alcohol set out in the Alcohol and Drugs Policy.

The Employer requires any absence of 4 or more calendar days to be certified by a 'self-certification form' (Form SC2). Any absence of more than 7 calendar days must be certified by a 'Fit Note' (Forms Med 3 or Med 10). Uncertified absence may be treated as misconduct and will not be paid.

Where any period of sickness absence occurs immediately before or immediately after a period of annual leave then the Employer may require such absence to be certified by a Fit Note at your own expense.

Where you are absent for an extended period of time (three weeks or more) or where you have high levels of short-term absences the Employer may refer you to an occupational health professional or seek a medical report from your GP. The purpose of this will be to ascertain when you are likely to be able to return to work and to identify any measures that can be taken to help you return as soon as possible.

Employees who are off sick should not undertake any activities likely to be detrimental to their recovery and should cooperate with the appropriate medical professionals in taking steps to ensure that their recovery is as swift as possible.

The Employer will maintain regular contact with employees who are off sick for an extended period.

Employees will be required to attend a return to work meeting after any period of sickness absence. The purpose of the meeting is to check on the employee's general health and wellbeing, to catch up with regards to anything that the employee may have missed, and to discuss whether there are any concerns in respect of absence levels.

Annual Leave and Sickness Absence

Employees may request annual leave during any period of sickness absence in the normal way. If you intend to spend any time away from home during your sickness absence you should inform your manager of this fact in advance and provide contact details. The Employer does not expect employees to take holidays while off sick. In exceptional cases only, where this may assist in an employee's recovery, the Employer may agree to holidays being taken during sick leave. It is essential however that any such holidays are agreed in advance with the Employer following the normal holiday request procedure.

Phased Return to Work

As an employee recovers from illness or injury it may be possible for them to undertake a limited range of duties as a preparation for returning to normal work. The Employer will try whenever appropriate in light of medical advice to allow for a phased return to work from any long-term illness. This may involve reducing the employee's hours, or the scope of their duties or both. The purpose of a phased return, however, is to provide a bridge between sickness absence and normal working and so any such arrangements will be time-limited and will not normally extend over more than three months.

Alternative Work

The Employer may consider agreeing changes to an employee's duties or other working arrangements when it becomes clear that due to sickness or injury they will not be able to return to normal working. Any such changes will be subject to the needs of the business and there is no guarantee that permanent arrangements of this sort will be possible.

Where duties or working hours are varied in this way then the job being done by the employee will need to be reassessed to determine the appropriate level of remuneration. This will then need to be agreed with the employee. If an agreement is not reached then the Employer may proceed to dismiss the employee in accordance with the procedure for long-term sickness absence.

Disability and Reasonable Adjustments

The Employer is committed to making reasonable adjustments to an employee's duties or working arrangements where they would otherwise suffer a disadvantage arising from any disability.

In order to make appropriate adjustments the Employer needs to know about any disability the employee may have. Employees who feel that they may require an adjustment should discuss their situation with their line manager. Any such discussions

will be in the strictest confidence although when an adjustment is made it may be necessary to inform other employees of the reason for this. The extent to which details of any disability will be discussed with other employees will be agreed as part of the process of making the adjustment itself.

The purpose of any adjustment will be to ensure that the employee can work effectively in an appropriate role and on appropriate terms and conditions. The Employer is not obliged to maintain an employee's level of pay if hours are reduced or the employee is moved to a less senior role as a result of any adjustment. Nor will the Employer agree to an adjustment which will not result in a commercially practicable working arrangement.

Statutory Sick Pay

If you are sick the Employer will pay you Statutory Sick Pay (SSP), if you are eligible. Further details of this are contained within your contract of employment.

3.5 Jury Service/Other Time Off

There are a number of circumstances in which employees have a right to time off from work either with or without pay. These include jury service and certain public duties such as serving as a local councillor, magistrate or school governor. Where a need for such time off arises you should discuss the matter with your line manager who will consider what arrangements should be put in place.

While the Employer will do its best to accommodate time off in these circumstances, the requirements of an employee's role may mean that the amount of time off granted may be limited.

Where serving on a jury would lead to a level of absence that would be detrimental to the business, the Employer may require you to seek a deferment.

3.6 Compassionate/Bereavement Leave

In the event an employee suffers a bereavement in their family, the Employer will exercise its discretion to allow reasonable time off to attend a funeral. What is reasonable will be determined on a case by case basis and the type of leave, whether paid or unpaid, will depend on the circumstances and the relationship the employee had with the individual.

In addition, there may be occasions where it may be necessary for an employee to take compassionate leave. Again, this will be considered on a case by case basis and dependant on circumstances, may be paid or unpaid.

An employee will not be eligible to receive paid bereavement or compassionate time-off benefits while off, or absent from work because of holiday, sickness (paid or unpaid) or for any other reason.

3.7 Parental Bereavement Leave

Employees are entitled to statutory parental bereavement leave (SPBL) if a child for whom they have or were due to have parental responsibility has died or been stillborn after 24 weeks of pregnancy.

Leave can be taken as one week, two consecutive weeks, or two separate weeks, at any time within the first 56 weeks after the child's death.

Notification

During the first eight weeks after a child has died, you, or someone on your behalf as necessary, need only give notice to the Employer to take SPBL before you are due to start work on the first day of leave. If you have already started work, then officially your SPBL period will start on the following day. If you want to cancel it at any time during the first seven weeks you can do so as long as it has not started.

After eight weeks, you need to give at least a week's notice to the Employer to take SPBL. You can cancel it with a week's notice, or re-book it by giving a week's notice.

When giving notice to take SPBL, you must tell the Employer: the date of the child's death; when you want your leave to begin; and whether you want to take 1 or 2 weeks leave). You can give notice by telephone or by email or by letter.

Parental Bereavement Pay

To qualify for statutory parental bereavement pay (SPBP) during such leave you must have at least six months' continuous employment and normal weekly earnings of at least the lower earnings limit. It is paid at the same rate as other statutory family leave pay, which is subject to change every year. You can check the most up-to-date figure with your line manager.

To claim SPBP, you must confirm the following information in writing within 28 days of starting any period of SPBL: your name; your entitlement to SPBP; the dates of SPBL you want to claim the pay for; the date of the child's death; and your relationship to the child. You can provide this information at the same time as giving notice to take SPBL, as set out above, so long as it is in writing.

Other leave entitlements

In addition to parental bereavement leave, if you qualified for:

- maternity or paternity leave and pay and your child has died or been stillborn, you are still entitled to such leave and pay.
- adoption leave and pay, then the adoption leave entitlement runs for another eight weeks from the end of the week in which the child died (unless it would already have ended sooner).

If your planned period of SPBL coincides with another statutory family leave right, your SPBL will end at the start of that other leave. If you wish to take SPBL at the end of the other statutory family leave period, then a fresh notice to take the leave will be required, as per the above notice requirements.

Compassionate or Dependants leave may be available under our Compassionate or Dependants Leave Policy at our discretion. Please speak to your manager if you require time off in addition to parental bereavement leave.

3.8 Emergency Time Off for Dependants

The Employer recognises that situations arise where you need to take time off work to deal with an emergency involving someone who depends on you. Your husband, wife or partner, child or parent, or someone living with you as part of your family can all be

considered as depending on you. Others who rely solely on you for help in an emergency may also qualify. For further detail as to who counts as depending on you and guidance on individual circumstances, please speak to your Manager.

Provided the reasons for such a request are genuine and you inform the Employer as soon as possible that you need this time off, you will be allowed reasonable unpaid time off work to deal with such emergencies.

The right to time off only covers emergencies. If you know in advance that you are going to need time off, you will not qualify for this type of leave and you therefore should arrange this with the Employer by taking another form of leave, such as annual leave, parental leave etc.

If an emergency occurs and it is not possible for you to inform your manager in advance of any absence you should contact your manager as soon as possible to inform them of the situation. Appropriate arrangements may then be put in place.

If you suffer some other personal emergency you should talk to your line manager who will discuss what arrangements can be made to grant you compassionate leave. These arrangements will always be at the discretion of the Employer and will depend on the circumstances of the case and the impact that any absence on your part may have on the business. However, the Employer will be sympathetic to your need for time off (which may be paid or unpaid at our discretion) to deal with the situation and make any arrangements that may be necessary.

3.9 Annual Leave

Your individual holiday entitlement, including the calculation of any holiday pay, is set out in your contract of employment. This section of the handbook outlines the general approach taken by the Employer to requests for annual leave.

All annual leave must be agreed in advance with your line manager. You should not make firm travel plans or commitments until a request for leave has been granted and the Employer will not take such plans into account when dealing with conflicting holiday requests.

Further, no more than two consecutive weeks' holiday can be taken at one time. In certain circumstances, and at the discretion of the business, a longer period may be permitted. If this is required, you should discuss this with your line manager, to establish whether this can be accommodated.

What notice do I need to give?

All requests for leave should be made at least 2 weeks in advance. The means of requesting leave may change from time to time and you should comply with whatever procedure is in place at the time of the request.

Your manager may refuse any request for leave if it would result in the workplace being understaffed or otherwise prejudice the business. Leave is likely to be refused if it is requested for a particularly busy period or a time when other employees have already had leave approved.

Certain times of year are particularly popular times for requesting holiday. Generally, subject to the needs of the business, leave will be granted on a first come first served basis, but exceptions may be made in the interests of ensuring that holiday is spread through the year on a fair and equitable basis.

Our Holiday Year

All employees are encouraged to take their full holiday entitlement during the holiday year which runs from 1st April to 31st March. However it is your responsibility to schedule your holiday so that it can be taken at an appropriate time.

You cannot carry forward untaken holiday from one holiday year to the following holiday year unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity, paternity, adoption, shared parental, parental, parental bereavement, carer' leave. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.

If you do not take your annual leave within the leave year in which it accrued, you will lose the right to take it, unless one of the carry forward provisions referred to above applies.

Employees who leave their employment during the course of a holiday year will be entitled to a pro-rata payment reflecting leave accrued but not taken. Where an employee has, at the time their employment ends, taken a larger proportion of their leave entitlement than the proportion of the holiday year that has expired, then a deduction will be made from the final payment of salary to reflect the holiday which has been taken but not accrued.

The Employer may insist on annual leave being taken at particular times depending on the needs of the business and these are set out in your contract of employment. Alternatively, we will give reasonable notice of any such requirement (the length of the notice given will be at least twice the duration of the leave the Employer requires the employee to take).

The Employer may require annual leave to be taken during the notice period of any employee who has resigned or been dismissed.

3.10 Reserve Forces

The Employer supports employees who are also member of the reserve forces. Such employees have specific entitlements relating to time off including arrangements for them returning to work after a period of deployment. Employees who are members of the reserve forces or who are considering joining should discuss the implications with their line manager.

3.11 Carer's Leave



All employees are entitled to one week's unpaid leave in any 12-month period to provide or arrange care for a dependant with a long term care need. A "week" for these purposes will be equal in duration to the period you are normally expected to work in a week at the time of making the request. How that is calculated will depend on whether you have non-variable or variable hours of work.

A dependant is:

- your spouse, civil partner, child or parent;
- someone who lives in the same household as you, otherwise than by reason of being your boarder, employee, lodger or tenant, or;

- anybody else who reasonably relies on you to provide or arrange their care.

A dependant has a long-term care need if:

- they have an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months,
- they have a disability for the purposes of the Equality Act 2010, or
- they require care for a reason connected with their old age.

The minimum period of carer's leave that can be taken at one time is half a working day, with the maximum period being one continuous week. Leave need not be taken on continuous days.

You must give notice of your request to take a period of carer's leave. This can relate to all or part of the leave to which you are entitled. The notice must:

- Specify that you are entitled to take carer's leave;
- Specify the days on which you would like to take carer's leave and if you will take a full or a half day; and
- Be given with the following minimum notice periods depending on how many days of leave you want to take: Half a day to 1 day - 3 days' notice; 1.5 to 2 days - 4 days' notice; 2.5 to 3 days - 6 days' notice; 3.5 to 4 days - 8 days' notice; 4.5 to 5 days - 10 days' notice; or 6 days (if you work 6 days a week) - 12 days' notice.

The notice does not need to be in writing, but it would be helpful if it was in order to maintain an accurate record of what is being requested.

The Employer may, in our absolute discretion, waive the notice length requirement above, and as long as the other requirements are met, the request will be treated as one for carer's leave.

If the Employer reasonably considers that the operation of the business would be unduly disrupted if your request was granted, we may postpone the start of the carer's leave after consulting with you to agree an alternative date(s) which is/are no later than one month after the earliest day or half day of the request. In these circumstances, the Employer will give written notice to you of the postponement, setting out the reason for the postponement and the agreed dates you can take the leave. This notice will be given no later than the earlier of: (a) seven days after your notice was given to the Employer, or (b) before the earliest day or half day requested in your notice.

4

FLEXIBLE WORKING AND FAMILY RELATED LEAVE

The Employer understands the particular issues faced by employees trying to balance their work and family life. This section sets out the Employer's policies in this area and the specific rights given to new parents.

4.1 Flexible Working

The Employer will try, subject to the needs of the business, to accommodate requests from employees who wish to make changes to their working hours or place of work.

Requests for a change in working arrangements can be made by any employee. Two requests per employee may be made in any 12 month period (which includes requests that have been withdrawn). However, you may have only one live request for flexible working with the Employer at any one time. The request must:

- be made in writing and state this is a flexible working request;
- be dated;
- set out the change requested, including when you would like the change to come into effect; and
- set out if and when you have made a previous request for flexible working to the Employer.

When a request is received, you will be invited to a meeting to discuss the potential change.

The meeting will normally be conducted by your line manager.

You are entitled to be accompanied by a fellow employee to assist in making any representations that may be appropriate.

The application may be refused on one or more of several grounds, these being that the proposed changes will result in:

- a burden of additional cost;
- a detrimental effect on ability to meet customer demand;
- an inability to re-organise work among existing staff;
- an inability to recruit additional staff;
- a detrimental effect on quality;
- a detrimental effect on performance;
- an insufficiency of work during the periods you propose to work;
- a planned structural change; and
- any other ground allowed by regulations.

Before refusing a request, the Employer will consult with you to discuss the application further, which may include exploring any alternatives that may be available. If no agreement is reached and the request is rejected, this will be confirmed in writing and your terms and conditions will remain unchanged, subject to your right to appeal the decision. The process (including any appeal) will be concluded within 2 months of the request being made, unless a longer period is agreed.

Any meetings should take place in a spirit of cooperation with both sides seeking to reach agreement on an appropriate way forward.

Any change in working arrangements which results from this process will be confirmed to you in writing.

This policy will not prevent managers agreeing to ad hoc arrangements from time to time. However, any such arrangement will not amount to a variation in your terms and conditions of employment unless specifically agreed to the contrary and confirmed in writing. The Employer may terminate any such ad hoc agreement at any time and require you to revert to your agreed working arrangements.

As there will inevitably be a limit to the amount of flexibility the Employer can tolerate without detriment to its interests, employees must accept that the fact that a particular working arrangement has been granted to one employee does not oblige the Employer to grant it to another.

4.2 Maternity Leave

All employees who give birth are entitled to take maternity leave which lasts for a maximum of 52 weeks. Employees with at least 26 week's continuous service immediately before the 15th week prior to the expected week of childbirth will also be entitled to be paid Statutory Maternity pay (SMP) for up to 39 weeks of their absence. Because this is a statutory payment there are a number of procedural requirements that must be met in order to make sure that an employee qualifies. The most important requirements are set out below, but if you have any doubts about the rules that apply you should speak to a member of the management team who will make sure that you have all the appropriate information.

Notification

To qualify for maternity leave you must provide the Employer, no later than the end of the 15th week before your EWC (when you are approximately 6 months' pregnant) with the following information:

- that you are pregnant;
- the date of the week your baby is due (your expected week of childbirth or EWC);
- when you intend your maternity leave to start (this date can be changed later – see below); and
- you must also provide the Employer with the original Maternity Certificate (MAT B1) issued by your doctor.

In some circumstances the Employer may be able to accept other medical evidence of when your baby is due, so if there is any difficulty in providing the MATB1 certificate you should discuss this with your manager.

If you intend to take advantage of the right to shared parental leave, you should inform the Employer of this fact at the same time as you notify the intended start date of your leave.

Start of Maternity Leave

Generally it is up to you to decide when to start your maternity leave. However, your leave cannot begin any earlier than the beginning of the 11th week before your EWC.

Where it is safe to do so, you may choose to continue working right up to your child's birth. However, your maternity leave will begin automatically if you are off sick for a pregnancy-related reason at any stage in the four weeks immediately before your EWC.

If your baby is born before the date that you have notified as the start date for your maternity leave then your maternity leave will begin on the day following the birth.

You may change the date on which you intend to start your maternity leave, but you must notify the Employer of your new start date at least 28 days before the original date given (or the new date, if that is sooner). If there is a reason why you cannot give this notice then you should explain the situation to an appropriate manager and the Employer will attempt to accommodate your changed circumstances. However, the Employer may need to insist on delaying the start of your leave until at least 28 days have passed since your notification of a changed date.

When your baby is born you should inform the Employer of this fact as soon as is reasonable practicable.

Duration of Maternity Leave

The standard length of maternity leave is 52 weeks. Once you indicate the intended start date of your leave, the Employer will send you a written notification of your expected date of return.

Unless you give due notice to the Employer of an earlier date of return, it will be assumed that you intend to take your full 52-week entitlement and you will not be expected back at work before your leave ends. You do not then have to give any notice of your return although it would be sensible to contact your manager some time in advance to discuss any arrangements that may need to be made.

At the end of your maternity leave you are generally entitled to return to the same job as you had before your leave began. If you are away for more than 26 weeks, however, there may be circumstances in which that is not reasonably practicable. In that case, the Employer will provide you with a suitable and appropriate role at the same level of seniority and on no-less favourable terms and conditions.

Dismissal or Resignation

While on maternity leave you remain employed by the Employer and bound by your contract of employment. If you decide that you want to leave your employment you will need to submit your resignation in the normal way.

The Employer will not dismiss you for any reason related to your pregnancy or your exercise of any right which arises from it. However, if separate circumstances require your dismissal (for instance, because of redundancy) then that will bring your maternity leave to an end.

If your position becomes redundant during your maternity leave then you will be offered any suitable alternative work that is available.

Maternity Pay

Statutory Maternity Pay (SMP) is paid to employees who have at least 26 weeks' service immediately before the 15th week before the expected week of childbirth and whose pay is above the Lower Earnings Limit for paying National Insurance Contributions (this changes each year). Employees who earn below that amount may be entitled to a state

benefit called Maternity Allowance. The Employer will provide you with an appropriate form to help you claim this, where appropriate.

To pay SMP, the Employer needs to be given at least 28 days' notice that you intend to claim it. This will normally be given when you inform the Employer of your intended start date for maternity leave. If it is not possible to give 28 days' notice, you should give as much notice as is reasonably practicable.

SMP is paid for a maximum total of 39 weeks. The first 6 weeks are paid at 90 per cent of your normal weekly earnings (this is based on an average of your total earnings in the eight weeks immediately preceding the 14th week before your expected week of childbirth) and the remaining 33 weeks are paid at a flat rate specified in legislation (this changes each year).

Your entitlement to SMP will be affected if you undertake any paid work (other than 'Keeping in Touch' days, described below) or are taken into legal custody at any time during your period of SMP entitlement. You should inform the Employer immediately of any such change in your circumstances.

Returning to Work Early

Not every employee will want to take the full 52 weeks of maternity leave. Some may simply want to return to work early and others may wish (with their partner) to take advantage of the right to shared parental leave (see below).

In order to make arrangements to accommodate an early return the Employer is entitled to ask for 8 weeks' notice of the new date, and if that is not given may delay your return until 8 weeks have passed since your notification.

In any event the law requires that you must not be permitted to return to work during the two weeks immediately following the birth.

Returning to Work Late

Following your maternity leave, you are required to return to work on the date notified to you as your expected date of return. If you are unwell on that date then you should follow the sickness absence reporting procedure set out in Section 3.4 of this handbook.

If you are entitled to begin some other period of leave (such as annual leave or parental leave) then you should ensure that you have followed the appropriate procedure for taking such leave as set out in this handbook.

Maternity Suspension (Health and Safety Reasons)

Depending on the nature of your job, there may be circumstances in which it is unsafe for you to continue working while you are pregnant. In some circumstances the law requires a pregnant employee to be suspended on full pay or transferred to alternative duties. Jobs which may come under this category are identified in the risk assessments that the Employer has carried out under its health and safety policy. If you are affected by any health and safety issues connected with your pregnancy then the Employer will discuss any detailed arrangements that need to be made until it is safe for you to return to your original duties.

4.3 Adoption Leave

Employees who are matched with a child for adoption may be entitled to take up to 52 weeks' adoption leave.

Adoption leave is also available to individuals fostering a child under the "Fostering for Adoption" scheme.

Where two parents are adopting a child, only one of them may take adoption leave, and the other (regardless of gender) is entitled to take paternity leave. If both adoptive parents qualify, they may each take shared parental leave.

The arrangements for taking adoption leave are similar to the arrangements for taking maternity leave, but there are several important differences. The key ones are set out below, but if you believe you are entitled to adoption leave you should discuss the situation with an appropriate manager who will ensure that you have all the necessary information.

Notification

If you intend to take adoption leave you should notify the Employer of this within seven days of being notified that you have been matched with a child for adoption (or as soon as is reasonably practicable).

Your notification should set out:

- the date when the child is expected to be placed with you; and
- the date when you want to start your adoption leave.

As with maternity leave, you can change your mind about the start date provided the Employer is given at least 28 days – or as much notice as is reasonably practicable.

The Employer is entitled to require proof of the adoption which usually takes the form of a matching certificate provided by the agency placing the child.

Adoption leave is the same in duration as that of maternity leave and will last for 52 weeks unless you choose to return early or take advantage of shared parental leave. You may choose to start the leave from the date when the child is placed with you or at any time in the preceding two weeks.

If, for any reason, the placement is brought to an end – for example because the match turns out to be unsuitable – then adoption leave will continue for 8 weeks beyond the end of the placement. After that period you will be expected to return to work as normal.

Adoption Pay

The arrangements for statutory adoption pay are similar to those for SMP (set out above).

Returning to Work Following Adoption Leave

Your return to work at the end of your adoption leave is on the same basis as for the end of maternity leave (set out above).

4.4 Paternity Leave

Employees with 26 weeks' continuous service, either ending with the 15th week before the expected week of childbirth or ending the week in which agency notifies you have been matched with a child, will be entitled to take paternity leave if they expect to have parental responsibility for a child and they are either the mother's partner or one of the adoptive parents. The purpose of the leave must be either to care for the child or to provide support for the child's mother or adoptive parent. This policy relates to a child whose expected week of childbirth (EWC) is after 6 April 2024 or whose placement date, or expected date of entry into Great Britain for adoption, is on or after 6 April 2024. For a child whose EWC or placement date is before this, please speak to your manager in order to discuss your rights regarding paternity leave.

There are a number of administrative requirements that must be met in relation to taking paternity leave and employees should discuss their plans with their line manager at as early a stage as possible. The following paragraphs set out the basic requirements, but there are additional requirements that must be met when adopting a child from overseas and employees in this position should talk to their manager who will make sure that full information is provided.

Employees entitled to take paternity leave are entitled to two weeks of leave, which can be taken as two consecutive weeks, or two non-consecutive blocks of one week.

Paternity leave cannot start before a child is born or placed and must be taken at some stage within the first year following birth or adoption (except when the child is born prematurely in which case the leave must be taken within the 52 weeks following the expected week of childbirth).

Most new parents choose to begin paternity leave on the date their child is born, but you may if you wish begin the leave at any time you choose provided that the whole of the leave is taken by the end of that year.

In order to qualify for paternity leave with regards to birth, you must notify the Employer at least 15 weeks before the expected week of your child's birth, and give at least 28 days' notice before the date you would like to take each period of leave. For adoption cases, you must notify the Employer within 7 days of having been notified that a child will be placed for adoption. Your notification should specify how much leave you intend to take and when you intend the leave to begin. Should your plans change, you will need to give the Employer 28 days' notice of any revision.

Paternity leave is payable at the statutory rate, which is subject to change every year. You can check the most up-to-date figure with your line manager.

4.5 Parental Leave

Parental leave is a flexible form of unpaid leave designed to help employees spend time caring for their children. Parental leave can be taken up until the child's 18th birthday and is available to employees who have at least one year's service and who have formal parental responsibility for a child.

The basic entitlement is to 18 weeks of unpaid leave in respect of each child.

Parental leave must usually be taken in blocks of one week or more and no more than four weeks' leave will be granted in a single year. However, more flexibility is available

in respect of disabled children and you should discuss your requirements with your line manager if this applies to you.

A request to take parental leave should be submitted 21 days in advance. While the Employer will always try to accommodate requests for parental leave, it has the right to postpone any leave for up to six months in order to accommodate business need.

No postponement will be required if you choose to take your first instalment of leave immediately after the birth or adoption of your child. In such circumstances you need only inform the Employer of your intention 21 days before the expected date of birth or placement. The leave will then begin automatically when your child is born or placed with you.

Parental leave is an entitlement that can be transferred from one employment to another. You may therefore join the Employer with some outstanding parental leave attaching to a particular child. In such circumstances you should be aware that the qualifying period for taking parental leave still applies and you will need to have been employed for at least one year before you can resume taking parental leave.

4.6 Shared Parental Leave

Shared parental leave is a flexible form of leave available to both parents designed to encourage shared parenting in the first year of a child's life. It allows a more flexible pattern of leave than the traditional arrangement under which the mother takes extensive maternity leave and the father takes a short period of paternity leave.

Employees who give birth or adopt remain entitled to take the full 52 weeks of leave if they choose to do so and the arrangements described above for maternity and adoption leave continue to apply. However, an employee may choose to share part of that leave with their partner provided that certain qualifying conditions are met. When leave is shared in this way, there is no need for the 'primary' leave taker to have returned to work. Both parents can be on leave at the same time, provided that the combined amount of leave taken by the parents does not exceed 52 weeks and provided that all of the leave is taken before the end of 52 weeks following the birth of the child or its placement for adoption.

Generally, parents will qualify for shared parental leave provided that both are working and that each has at least 26 weeks' service with their respective employers. To exercise the right, both parents must inform their employer that they intend to take shared parental leave – usually at the same time as the employer is notified that an employee is pregnant or plans to adopt. They must also give an indication of the pattern of leave that they propose to take.

A parent proposing to take a period of shared parental leave must give the Employer 8 weeks' notice of any such leave. Depending on the circumstances, it may be possible for the Shared Parental Leave to be taken in intermittent blocks, with one parent returning to work for a time before taking another period of shared parental leave. Such an arrangement can only be made with the agreement of the Employer. While every effort will be made to accommodate the needs of individual employees, the Employer may insist on shared parental leave being taken in a single instalment. Any decision as to whether to permit intermittent periods of leave is entirely at the Employer's discretion.

An employee absent on shared parental leave will be entitled to a weekly payment equivalent to the lower fixed rate of SMP. The number of weeks for which payment will be made will vary depending on the amount of SMP paid to the mother while on

maternity leave. Essentially, if the mother ends (or proposes to end) her leave with 10 weeks of SMP entitlement remaining, the parent taking shared parental leave will be entitled to be paid for the first 10 weeks of leave.

Because of the number of options available, shared parental leave can be quite a complicated entitlement. If you want to take advantage of shared parental leave you should discuss this with your line manager who will check that you qualify and help guide you through the procedure.

4.7 Keeping in Touch Days/Shared Parental Leave Days

Employees during a period of maternity and adoption leave are entitled to 10 keeping in touch days (KIT days). These allow the employee to attend work to catch up on the latest developments, undergo training or some other development activity, or to take part in important meetings without losing their right to subsequent pay entitlements. Employees on shared parental leave are also entitled to 20 shared parental leave in touch days (SPLIT days).

KIT days and SPLIT days are entirely voluntary and employees will not be required to take part, nor is the Employer under any obligation to arrange for KIT or SPLIT days.

Payment, or equivalent paid time off in lieu for working on such days, will be as agreed between the Employer and the employee at the time the KIT or SPLIT day is arranged, but will be deemed inclusive of any statutory pay entitlement and will not be less than the national minimum wage.

4.8 During Maternity/Adoption or Shared Parental Leave

The Employer is keen to keep in touch with employees who are on extended periods of leave, to inform them of any news and consult them over any changes which may take place in the business. However, we appreciate that many employees would prefer to be left alone at this very important time in their lives. In order to get the balance right, your manager may, before your leave begins, discuss with you how best we can keep in touch while you are away.

Please be aware, however, that if an important issue arises on which you need to be consulted, the Employer may have a legal obligation to discuss the issue with you and keep you informed.

4.9 Homeworking and Hybrid Working Policy

We support homeworking in appropriate circumstances, either occasionally (to respond to specific circumstances or particular tasks) or on a regular (full or part-time) basis. Homeworking can also be a means of accommodating a disability and can be requested as a means of flexible working under our Flexible Working Policy. If you are permitted to work from home, you must comply with this policy.

We recognise that there are a number of homeworking arrangements that you may request, and that these arrangements may be requested as part of a flexible working application, such as:

- a) working from home as your main place of work;
- b) working from home on a part-time basis on fixed days of the week; or

- c) splitting your working time between the workplace and your home subject to business factors and manager approval.

If you want to vary your working arrangements so that, either permanently or temporarily, you work from home for all or part of your working week, you will need to make a flexible working request in accordance with our Flexible Working Policy. Any request to work from home must meet the needs of our business as well as your needs.

A hybrid working arrangement is an informal flexible working arrangement which allows you to split your working time between the workplace and an agreed remote working location, such as your home. Hybrid working arrangements will differ depending on the nature of your role, duties and responsibilities and so are discretionary and subject to agreement in writing with your line manager. Any hybrid working arrangement is subject to you spending a minimum of **[INSERT PROPORTION/such proportion as agreed]** of your work time working from your workplace. Your remaining working time may be worked from your workplace or your remote working location, as agreed in writing with your line manager.

Any agreed hybrid working arrangement is subject to the requirement for you to attend the workplace on our reasonable request to accommodate the needs of our business, such as to attend training or meetings. All hybrid working arrangements are subject to ongoing review and may be modified for reasons including a change in business needs or performance concerns.

Conditions Necessary For Homeworking/Hybrid Working

Not all roles and not all jobs are suitable for homeworking/hybrid working. You should not assume that a flexible working application to work from home will automatically give you the right to amend your working hours or any other aspect of your working arrangements.

A request for homeworking or hybrid working is unlikely to be approved, on either an occasional or permanent basis, if:

- a) you need to be present in the workplace to perform your job (for example, because it involves a high degree of personal interaction with colleagues or third parties, or involves equipment that is only available in the workplace);
- b) your most recent appraisal identifies any aspect of your performance as unsatisfactory;
- c) your line manager has advised you that your current standard of work or work production is unsatisfactory;
- d) you have an unexpired warning, whether relating to conduct or performance; or
- e) you need training or supervision to deliver an acceptable quality or quantity of work.

If you wish to apply to work from home or are working under a hybrid working arrangement, you will need to be able to show that you can:

- a) have a suitable working environment at your home that enables you to carry out your role effectively;
- b) continue to work the hours required by your contract of employment;
- c) work independently, motivate yourself and use your own initiative;
- d) manage your workload effectively and complete work to set deadlines;
- e) identify and resolve any new pressures created by working at home;
- f) adapt to new working practices, including maintaining contact with your line manager and colleagues at work;

- g) make arrangements for the care of any children or other dependants when you are working from home; and
- h) determine any resulting tax implications for yourself.

Location

If a homeworking arrangement is in place, you will be required to work from your home address. If you wish to work from a different location at any time, you will need to agree this with your line manager in advance and that request is subject to their written approval.

Under a hybrid working arrangement, your primary remote working location should be agreed with your line manager in advance and is subject to their written approval. Your primary remote working location must be within commuting distance of your workplace unless written approval has been provided by your line manager. You will be required to finance any travel and/or related expenses incurred when travelling to and from your remote working location and your workplace.

Management, Training And Workplace Attendance

Your line manager will remain responsible for supervising and assessing you in the same way as staff based in the workplace and will agree the best way to appraise your performance and provide ongoing supervision in a remote way. Your line manager will regularly review your working arrangements and take steps to address any perceived problems. They will ensure that you are kept up to date with any changes to the workplace or information relevant to your work.

You will be subject to the same performance measures, processes and objectives that would apply if you worked permanently in the workplace.

If you receive an unsatisfactory grade in an appraisal or informal review, or are subject to a written warning for any reason, your homeworking/hybrid working arrangements may be terminated immediately, in which case you will be expected to return to work in the workplace.

You will be provided with the same opportunities for training, development and promotion as provided to staff based in the workplace. If your working arrangements will impact on your ability to apply for certain roles, your line manager will discuss this with you to ensure that you are not denied any opportunity unfairly.

You agree to attend the workplace or other reasonable location for meetings, training courses or other events which we expect you to attend.

You understand that when you do attend the workplace, you may have to hot desk or share a desk with someone else.

Health And Safety

When working at home, you have the same health and safety duties as other staff. You must take reasonable care of your own health and safety and that of anyone else who might be affected by your actions and omissions. You must attend our usual health and safety courses, read the Health and Safety Policy, which is [on the Intranet](#) and undertake to use equipment safely.

To identify any potential health and safety hazards in the home and take appropriate steps to minimise risk, we retain the right to carry out a health and safety risk assessment

(either remotely or by arranging a home visit) before or shortly after you begin homeworking. We will contact you to arrange completion of the risk assessment. The need for these inspections will depend on the circumstances, including the nature of the work you undertake.

You must not have meetings in your home with customers or give customers your home address or telephone number.

You must ensure that your working patterns and levels of work when working at home are not detrimental to your health and wellbeing. If you have concerns about your health or wellbeing arising as a result of your workload or working pattern, you should inform your line manager without delay so that we can discuss measures to deal with this.

You must use your knowledge, experience and training to identify and report any health and safety concerns to your line manager.

Equipment and Suitable Workspace

We will provide the equipment that we consider you reasonably require to work from home. We will make all necessary arrangements for and bear the cost of installing, maintaining, repairing or replacing (where necessary), and removing equipment from your home. Where equipment is provided, it remains our property and you must:

- a) ensure it is only used by you and only for the purposes for which we have provided it;
- b) take reasonable care of it and use it only in accordance with any operating instructions and our policies and procedures;
- c) make it available for collection by us or on our behalf when requested to do so; and
- d) not use any personal device or computer for work.

When travelling between your remote working location and your workplace, you agree to keep equipment provided by us secure at all times.

On termination of your homeworking/hybrid working arrangement or on termination of your employment, you must return all equipment provided by us. Where necessary, we may need to arrange a home visit to reclaim equipment and will contact you to make the appropriate arrangements.

It is your responsibility to ensure that you have a suitable workspace at home with adequate lighting for working from home. We are not responsible for the associated costs of you working from home, including the costs of heating, lighting, electricity, broadband internet access, mobile or telephone line rental, or calls.

If you have a disability, you should inform us if you require any specialised equipment to work from home comfortably.

Insurance Requirements

We are responsible for taking out and maintaining a valid policy of insurance covering any equipment we provide against fire, theft, loss and damage throughout your employment.

We are not liable for any loss, injury or damage that may be caused by any equipment that is not provided by us but required by you to work from home.

You are responsible for ensuring that working from home will not invalidate the terms of your home insurance. You should ensure that you check your home insurance policy before commencing homeworking and inform your home and contents insurance provider of your working arrangements as required.

You should check the terms of your mortgage, lease or rental agreement before commencing working from home to ensure this does not breach any of the terms. It is your responsibility to inform your bank, mortgage provider or landlord that you are working from home and seek any necessary approval before commencing homeworking.

When you are working at or from home, you are covered by our insurance policy. Any accidents must be reported immediately to your line manager in accordance with our Health and Safety Policy.

Data Security and Confidentiality

Your line manager must be satisfied that you are taking all reasonable precautions to maintain confidentiality of material in accordance with our requirements.

You are responsible for ensuring the security of confidential information in your home and when travelling to and from your workplace. You must not use your personal computer equipment for storing any confidential information.

When working from home, you undertake to:

- a) change your password every [month **OR** [INSERT TIME PERIOD]] and comply with our instructions relating to password security;
- b) use our designated [VPN **OR** multi-factor authentication];
- c) [install current antivirus and malware protection on any personal device or computer used for work;]
- d) comply with our instructions relating to software security and to implement all updates to equipment as soon as you are requested to do so;
- e) [[encrypt] [and] [protect by password] any confidential information held on any personal device or computer;]
- f) [keep work data and personal data separate on any personal devices used for work purposes;]
- g) send work-related emails and messages through our designated communication facilities;
- h) share data only through our designated [secure messaging application **OR** online document-sharing system];
- i) make all work-related calls through our designated video-conferencing software;
- j) maintain a private space for confidential work calls;
- k) ensure that any display screen equipment is positioned so that only you can see it or a privacy screen is used;
- l) lock your computer terminal whenever it is left unattended;
- m) ensure no one else in your home has access to confidential information stored on [our equipment **OR** your personal computer or other devices];
- n) ensure any wireless network used is secure;
- o) change your wireless network passwords every [month **OR** [INSERT TIME PERIOD]] and ensure that your wireless network router has software security updates applied;
- p) keep all papers containing confidential information in filing cabinets that are locked when not in use, and ensure that no one else in your home has access to those papers; and

- q) shred or otherwise dispose securely of confidential information when it is no longer required and at all times comply with our instructions on document retention.

To comply with data protection obligations, you will only store or process Employer data or personal data on equipment which has been provided by or authorised by us.

To comply with data protection legislation, we retain the right to conduct a data protection impact assessment (DPIA) to assess the risks involved with data processing in the home. Where this is necessary, we will contact you to arrange the DPIA.

If you discover or suspect that there has been a data breach or an incident involving the security of information relating to us, our clients, our customers, or anyone working with or for us, you must report it immediately to your line manager.

Termination Of Homeworking or Hybrid Working Arrangement

We reserve the right to terminate your homeworking or hybrid working arrangement, for example, due to a change in business needs, performance concerns or if your role changes such that homeworking or hybrid working is no longer suitable, subject to **[NUMBER]** weeks' notice.

If you want to terminate your homeworking or hybrid working arrangement, you must give your line manager **[NUMBER]** weeks' notice to allow us to arrange a desk space for you in the workplace and collect any equipment that is no longer required.

5

HOW WE RESOLVE ISSUES

When problems arise in the employment relationship it is important that they are dealt with fairly and promptly. This section sets out the procedures that the Employer will follow in such cases.

Recording of meetings: Due to the confidential nature of disciplinary and grievance proceedings you must not make electronic or audio recordings of any meetings or hearings conducted under the procedures set out in section 5. You should ensure that any companion you may bring with you to such meetings is also aware of this rule.

5.1 Performance Improvement Procedure

It is in everybody's interest for employees to perform well at their jobs and the Employer aims to ensure that all employees are given the support needed to ensure that they do so. Where there are issues with performance then the employee should receive feedback from their manager setting out any concerns. Discussions should take place about how that performance can be improved. This procedure is designed to be used when such informal discussions do not lead to the employee's performance improving to an acceptable level.

Where an employee's poor performance is believed to be the result of deliberate neglect, or where serious errors have been made to the detriment of the Employer then it may be more appropriate to use the disciplinary procedure. Which procedure to use shall be at the discretion of the Employer.

The Employer also reserves the right not to follow this procedure in full for employees who are within their first two years of employment with the Employer.

The Right to be Accompanied

Employees are entitled to be accompanied at any formal meeting held under this procedure by a fellow employee or trade union official of their choice. The Employer will provide any chosen companions with appropriate paid time off to allow them to attend the meeting. It is, however, up to the employee in question to arrange for a companion to attend the meeting.

If your chosen companion cannot attend on the day scheduled for the meeting then the Employer will agree a new date. This will usually be within 5 working days of the date originally scheduled. If your companion is not available within that timescale then you may need to find someone else to take their place.

The Companion's role is to advise you during the meeting and make representations on your behalf. However, both you and your companion are required to cooperate in ensuring a fair and efficient meeting. The companion is not entitled to answer questions on your behalf.

Stage One

The employee's manager will inform them of the nature of the problem and confirm this in writing. The employee will be invited to a formal performance management hearing to discuss the issues raised by the manager's concerns. The invitation will set out the

respects in which the line manager believes that the employee's performance still falls short of an acceptable standard. The hearing will be conducted by the employee's line manager and will consider any representations the employee may make about their performance, whether it needs to be improved, and if so what steps can be taken to help the employee reach the appropriate level.

Following discussion of the problem, the line manager may choose to take no further action; to refer the matter for investigation under the disciplinary procedure (if it appears the issues are linked to conduct rather than performance) or to issue a **written warning** and Performance Improvement Plan which will remain current for a period of 12 months.

Performance Improvement Plan

A Performance Improvement Plan (PIP) is a series of measures designed to help improve the employee's performance. Each measure will ideally be agreed with the employee, though the Employer reserves the right to insist on any aspect of the PIP in the absence of such agreement.

Each PIP will be tailored to the particular situation, but will contain the following elements:

Timescale: the overall timescale in which the necessary improvement must be achieved will be set out, together with the timescale for reaching individual milestones where appropriate.

Targets: The PIP will specify the particular areas in which improvement is needed and set out how and on what criteria the employee's performance will be assessed. Where appropriate, specific targets will be set which will need to be achieved either by the end of the plan or at identifiable stages within it.

Measures: The PIP will specify what measures will be taken by the Employer to support the employee in improving their performance. Such measures may include training, additional supervision, the reallocation of other duties, or the provision of additional support from colleagues.

Feedback: As part of the PIP the employee will be given regular feedback from their line manager indicating the extent to which the employee is on track to deliver the improvements set out in the plan

If at any stage the Employer feels that the PIP is not progressing in a satisfactory way, a further meeting may be held with the employee to discuss the issue. As a result of such a meeting the employer may amend or extend any part of the plan.

Review

At the end of the PIP the employee's performance will be reviewed. If satisfactory progress has been made the employee will be notified of this fact in writing. If the manager feels that progress has been insufficient then they may decide to extend and/or amend the PIP to such extent as seems appropriate. Alternatively the manager may refer the matter to a meeting under Stage Two of this procedure.

Following the successful completion of a PIP the employee's performance will continue to be monitored. If at any stage during the lifetime of the first written warning the employee's performance again starts to fall short of an acceptable standard, their line manager may decide to institute stage two of this procedure.

Stage Two

If a PIP has not led to sufficient improvement in the employee's performance, the employee will be invited to attend a formal performance management hearing. The invitation will set out the respects in which the line manager believes that the employee's performance still falls short of an acceptable standard.

The hearing will be conducted by a member of the senior management team.

At the hearing, the employee will be given an opportunity to respond to any criticism of their performance and to make representations about any aspect of the way in which the process has been managed.

If the hearing concludes that reasonable steps have been taken which should have allowed the employee to perform to an acceptable standard but that these measures have not worked then a **formal final warning** may be issued. The warning will explain the nature of the improvement which is required in the employee's performance and state that the improvement must be immediate and sustained. It will also explain that if this improvement does not take place then the employee may be dismissed. Where it is appropriate, the warning may be accompanied by an extended or revised PIP.

The warning will remain current for a period of 12 months, after which time it will cease to have effect.

Stage Three

If an employee has been issued with a warning under Stage Two which remains current, and the appropriate manager believes that the employee's performance is still not acceptable then the matter may be referred to a further performance management hearing.

The employee will be informed in writing of the grounds of which the hearing is being convened and in particular will be told of the respects in which their performance continues to fall below an acceptable standard.

The hearing will be conducted by an appropriate manager.

At the meeting the employee will be able to respond to any criticisms made of their performance and make representations about how the situation should be treated.

The manager conducting the meeting may take such action as is judged appropriate up to and including a decision to dismiss the employee.

Any dismissal under this procedure will be with notice or payment in lieu of notice and the decision to dismiss together with the reasons for dismissal will be set out in writing and sent to the employee.

Appeals

An employee may appeal against any decision taken under this procedure. The appeal should be submitted in writing stating your full grounds of appeal within one week of the decision being communicated. An appeal hearing will then be convened to consider the matter. Any PIP that is in force, together with any measures or objectives included within it, will continue in place during the appeal process.

The outcome of the appeal will be confirmed to the employee in writing explaining the grounds of which the decision was reached. The outcome of the appeal will be final.

Redeployment

There may be circumstances in which it becomes clear that an employee would be better suited to a different role within the Employer. However, any offer to redeploy the employee will be entirely at the Employer's discretion and will only be made when the Employer is confident that the employee will be able to perform well in the redeployed role and where there is a suitable available vacancy.

Redeployment may be offered as an alternative to dismissal where the Employer is satisfied that the employee should no longer be allowed to continue to work in their current role. While the employee is free to refuse any offer of redeployment, the only alternative available in these circumstances will usually be dismissal.

5.2 Sickness Absence Procedure

The Employer may need to dismiss an employee whose attendance does not meet an acceptable standard either because of a long-term absence or because of a series of short-term absences. Such dismissals do not depend on any wrongdoing on the employee's part and do not mean that the Employer does not accept that their absences are genuinely due to illness or injury. Rather, dismissal is recognition that unfortunately the employee is no longer able to perform their role, or attend work on a sufficiently regular basis to make their continued employment a viable option.

The Employer reserves the right not to follow these procedures in full for employees who are within their first two years of employment with the Employer.

Short-term Absence

An employee who is absent on more than three occasions within a six month period will be invited to a meeting to discuss their attendance.

The meeting will usually be conducted by the employee's line manager and the employee will have a right to be accompanied by a fellow employee or a trade union official on the same basis as set out in the performance management procedure.

At the meeting the employee will be asked to explain the level of their absence. Where there is any indication that the absences are caused by an underlying medical condition then the matter may be dealt with under the procedure for long-term absence set out below. The Employer may also seek medical evidence from either the employee's doctor or an occupational health specialist in which case the meeting will be adjourned for a report to be obtained

Subject to any medical evidence, the manager conducting this first-stage meeting may decide to issue a warning to the employee setting out the Employer's expectations regarding attendance and indicating the level of improvement needed. A review period will normally be set which may range from one month to 12 months depending on the circumstances.

If the employee's attendance does not improve to the extent required they may at any stage in the review period be invited to attend a second-stage meeting to discuss the matter. The meeting will again be conducted by the line manager and the employee will be entitled to be accompanied by a fellow employee or trade union official. This meeting may result in an extension of the review period or the issuing of a final written warning requiring the employee's attendance to improve and setting out the level of improvement required over a specified period of up to one year.

If the employee does not meet this standard and there is no underlying condition where reasonable adjustments would assist the employee to attend then they may be dismissed. A final meeting will be convened which shall be conducted by a manager with appropriate authority to dismiss and will consider any representations made by or on behalf of the employee who will once again have the right to be accompanied by a fellow employee or trade union official.

Any dismissal arising out of this meeting will be with notice.

There is a right of appeal against a decision to dismiss which must be exercised within one week of the decision being communicated.

Long-term Sickness Absence

Where an employee is absent for an extended period – or it is clear that their absence is likely to continue for some time – then the Employer will want to investigate the prospects for their return and consider what actions can be taken to facilitate this. The extent to which the Employer can continue to accommodate an employee's absence will depend on a range of factors, including the role of the employee and the prevailing circumstances of the business.

The Employer may seek medical advice as to the employee's condition either from the appropriate professionals caring for the employee or from a specialist occupational health practitioner. The focus will be on ascertaining when the employee will be able to return to work and what steps the Employer can take to facilitate this.

An employee is not obliged to consent to any medical reports or records being shared with the Employer as part of this process. However, in the absence of medical evidence the Employer will have to work on the basis of what information is available in reaching its decision.

One or more meetings will be arranged with the employee to discuss their condition, the prospects for any return to work, and whether anything more can be done by the Employer to help. The employee will be entitled to be accompanied at the meeting by a fellow employee or trade union official.

Every effort will be made to make suitable arrangements for the meeting to allow the employee to attend. Where the employee is simply too ill to take part in the process, however, the Employer may proceed to dismissal in the absence of a meeting taking into account any representations made on the employee's behalf.

Where it appears that the employee will be unable to return to work within a reasonable time frame then the Employer may need to consider dismissal. Any dismissal will be with notice.

There is a right of appeal against a decision to dismiss which must be exercised within one week of the decision being communicated. You should submit your appeal in writing stating your full grounds of appeal.

5.3 Disciplinary Procedure

The Employer always tries to deal with disciplinary issues fairly and promptly. This procedure sets out the framework under which allegations of misconduct will be investigated and considered. While the procedure set out in this policy will be appropriate in most cases, there may be situations in which it is not practicable to comply with a particular requirement of it. When this happens the Employer will do its best to

deal with the matter fairly and will pay particular attention to the need to give the employee every opportunity to explain their version of events.

The Employer reserves the right not to follow this procedure in full for employees who are within their first two years of employment with the Employer.

Definition of Misconduct

Behaviour which is disruptive, disrespectful to colleagues, or which falls short of the requirements set out in this handbook will be treated as misconduct under the disciplinary procedure. While employees will not usually be dismissed for a first offence a failure to remedy the behaviour or to adhere to required standards may ultimately lead to dismissal once appropriate warnings have been given.

Definition of Gross Misconduct

Gross misconduct is behaviour which is fundamentally at odds with the employee's duty to the Employer and their colleagues. In accordance with the disciplinary procedure, gross misconduct will usually result in dismissal without notice, or payment in lieu of notice, even in cases of a first offence.

It is not possible to list every example of gross misconduct which may arise, but the following provides an illustration of the sort of conduct that will normally fall into this category – some of which are then explained in more detail below:

- Theft;
- Fraud, forgery or other dishonesty, including fabrication of expense claims and time sheets;
- Unlawful discrimination, harassment, including sexual harassment, or victimisation;
- Refusal to carry out reasonable instructions;
- Violent or intimidating behaviour;
- Wilful damage to property;
- Causing loss, damage or injury through serious negligence;
- Serious misuse of our property or name;
- Serious insubordination;
- Reckless behaviour posing a risk to health and safety;
- Any act or omission constituting serious or gross negligence/or dereliction of duty;
- Sleeping on duty;
- Bringing the organisation into serious disrepute;
- Unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure;
- Recording audio and/or video of any meeting, conversation or discussion with another person or people without the express prior consent of the person or people being recorded;
- Making untrue allegations in bad faith against a colleague;
- Making a disclosure of false or misleading information under our Whistleblowing Policy maliciously, for personal gain, or otherwise in bad faith;
- Repeatedly working from home contrary to the terms of your employment contract and without the prior written approval of management;
- Failing to work your contractual hours while working from home or as part of a hybrid working arrangement, or giving false or misleading information relating to your hours of work and activities while working from home;
- Any illegal act during working time or on our premises; and
- Any act described as gross misconduct elsewhere in this handbook.

Informal Action

Most minor acts of misconduct can be dealt with informally through discussions between an employee and their line manager. This may consist of management guidance or an informal warning given orally or in writing. These steps are an everyday part of the management process and no formal procedure needs to be followed in respect of them.

Where informal action of this kind fails to resolve an issue, or where the misconduct alleged is considered too serious, then the matter will be dealt with formally under this procedure.

Investigation

If it is alleged that you have committed misconduct, an appropriate investigation will be carried out aimed at gathering all of the relevant evidence. You may be interviewed as part of this investigation and will have the opportunity to point the investigator towards any evidence that you feel is relevant. The right to be accompanied (see below) does not apply to any investigatory interview.

Suspension

If an allegation of misconduct is made against you, then you may be suspended from your duties on full pay while the matter is being dealt with. The Employer will make every effort to ensure that any period of suspension is kept as short as possible. The purpose of a suspension is either to allow an unhindered investigation to take place, or to protect the interests of the Employer and its employees. During any period of suspension you may be instructed not to contact other members of staff except for the purposes of preparing for any disciplinary hearing, where specific arrangements will be made with you. This is not a disciplinary sanction and should not be seen as a predetermination of any disciplinary process.

Hearing

Once the investigation has been carried out, the investigating officer will make a decision about whether there is sufficient evidence to warrant a disciplinary hearing. If there is you will be informed of this and an appropriate date for the hearing will be arranged. This will take place within normal working hours wherever possible.

To ensure that you have adequate time to prepare for the hearing, the Employer will provide you in advance with a copy of all of the written evidence that will be considered at the hearing. In exceptional cases the Employer may need to withhold the identities of certain witnesses or hold back sensitive items of evidence. This will only be done where it is considered necessary to protect individuals or the essential interests of the Employer and every effort will be made to ensure that you are given as much information as possible so that a fair hearing can be conducted.

You will be given sufficient notice of any hearing to allow you to prepare for it. While this will vary from case to case, the Employer will generally try to give at least two days' notice of any hearing and in complicated cases a longer period of notice may be given.

The purpose of the hearing will be to consider the evidence gathered during the investigation and to consider any representations made by you or on your behalf. The hearing will be conducted by an appropriate manager who, wherever possible, has not previously been involved in the case and who was not responsible for carrying out the investigation.

The Right to be Accompanied

Employees are entitled to be accompanied at any disciplinary hearing by a fellow employee or trade union official of their choice. The Employer will provide any chosen companion with appropriate paid time off to allow them to attend the hearing. It is, however, up to the employee in question to arrange for a companion to attend the hearing.

If your chosen companion cannot attend on the day scheduled for the hearing then the Employer will agree a new date. This will usually be within 5 working days of the date originally scheduled. If your companion is not available within that timescale then you may need to find someone else to take their place.

The companion's role is to advise you during the hearing and make representations on your behalf; it is not to answer questions for you. However, both you and your companion are required to cooperate in ensuring a fair and efficient hearing. The companion cannot answer questions on your behalf.

Evidence

The hearing will consider any evidence you choose to present. Should witnesses be prepared to appear on your behalf they will be permitted to do so provided that their evidence is relevant to the issues that need to be decided. The Employer will not compel or require any employee to appear as a witness on your behalf and in most circumstances evidence arising from the investigation will be presented in written form. You will be entitled to challenge any of the evidence presented but will not be entitled to cross-examine witnesses.

Disciplinary Action

After considering all of the evidence, including any submissions made by you or on your behalf, the manager conducting the hearing will decide on the outcome. If misconduct is found to have taken place then the usual outcome will be a **written warning** which will be placed on your personnel file.

A warning will stay active for a period of 1 year, after which it will not be taken into account in any future disciplinary action.

If however a further instance of misconduct is found to have occurred (in accordance with this procedure) during the currency of a warning – or if any misconduct is considered to be serious enough to warrant it – then, subject to the formal process above being followed, you will be issued with a **final written warning**.

A **final written warning** will usually remain active for one year, but a longer period may be specified if the manager conducting the hearing feels that the circumstances warrant it.

An employee who is found to have committed further misconduct during a period covered by a final written warning will, following a hearing conducted in accordance with this procedure, generally be dismissed.

Dismissal

An employee will not normally be dismissed under this procedure for a single instance of misconduct unless a final written warning is already in place. However, where gross

misconduct is found to have occurred then dismissal without notice or payment in lieu will be the usual outcome.

Gross misconduct is misconduct that is so serious that it fundamentally undermines the relationship between employer and employee. If you are accused of gross misconduct this will be made clear when you are invited to a disciplinary hearing. A wide range of behaviours can amount to gross misconduct but the most common involve dishonesty, violent or aggressive behaviour, the wilful destruction of Employer property or a deliberate refusal to obey a reasonable instruction.

Appeal

An employee may appeal against the outcome of a disciplinary hearing by doing so in writing stating your full grounds of appeal within one week of being notified of the outcome. The person to whom an appeal should be directed will be detailed in the disciplinary outcome letter. An appeal hearing will be convened and conducted by an appropriate member of the senior management team.

The appeal will consider any grounds the employee chooses to put forward and they will have the same right to be accompanied as at a disciplinary hearing. The result of the appeal hearing will be final.

Employee Absence

It is important that disciplinary issues are dealt with promptly. The Employer may therefore need to proceed with a disciplinary hearing even if the employee is absent due to ill health or simply does not attend. Before hearing the matter in an employee's absence, the Employer will attempt to arrange the hearing in such a way that the employee will be able to attend or to submit written representations to the hearing and/or to arrange for an appropriate representative to attend the hearing on their behalf.

5.4 Grievance Procedure

The Employer aims to be responsive to concerns raised by employees and if you are unhappy with something affecting you at work you are encouraged to raise this with your line manager. If that is not possible then you should speak to a member of the management team who will try to assist you in resolving any issue you may have. The following procedure is designed to be used when these informal attempts to resolve any dispute have not been successful.

Examples of issues that could be dealt with under the grievance procedure include:

- a. terms and conditions of employment;
- b. health and safety;
- c. work relations;
- d. bullying and harassment;
- e. new working practices;
- f. working environment;
- g. organisational change; and
- h. discrimination.

The Grievance Procedure should not be used to complain about issues which do not directly relate to, or impact on, you and your work/ working environment.

The Grievance Procedure should not be used to complain about disciplinary action, reasonable action taken under the Performance Management Procedure or Sickness

Absence Procedure. Any such complaints should be dealt with under the relevant appeal procedure.

Raising a Grievance

If you feel that the matter needs to be raised formally you should raise a grievance by making a written complaint, stating that it is being made under this procedure. You should give as much information about your grievance, including any relevant dates and times, as you can, so as to allow for any investigation into your concerns to take place.

A grievance will normally be dealt with by your line manager and should be addressed to them directly. Where the grievance is directly concerned with your line manager's behaviour, however, you should submit your grievance to another member of the management team who will arrange for somebody who is not directly involved in the issue to deal with it.

Grievance Hearing

A grievance hearing will then be arranged so that you can explain the issue and suggest how it can be resolved. There may be some cases where your grievance can be dealt with in writing, subject to your agreement. You will have the right to be accompanied by a fellow employee or trade union official to any grievance hearing. The manager conducting the hearing will consider what you have said and may either deal with the matter immediately or decide to carry out further investigations. In that case the hearing will be adjourned until the investigation has been completed.

Once the investigations are concluded, if new information comes to light, if it is considered appropriate, you may be invited to a reconvened meeting, to have the opportunity to consider and respond to the findings of the investigation. Following this a decision on the outcome of your grievance will be made.

Allegations of Misconduct

Where an employee is making allegations of misconduct on the part of other employees then the Employer may need to carry out an investigation into the allegations and pursue the matter through the disciplinary procedure. Where this happens the grievance will be held over until the disciplinary process has been concluded and it may not be possible for the Employer to provide you with specific detail in relation to what disciplinary action, if any, has been taken.

Relationship with Other Procedures

Where your grievance relates to the conduct of other procedures such as the disciplinary or performance management procedures then the Employer may choose to either delay the consideration of the grievance until that procedure has been completed or to deal with the grievance in the course of that procedure or by way of appeal if that appears to be a fairer or more straightforward way of dealing with the issue.

Appeals

If you are dissatisfied with the outcome of a grievance then you may appeal. You should submit your appeal in writing stating your full grounds of appeal within one week of being informed of the outcome of your grievance. Your appeal should be directed to the person named in the grievance outcome letter. An appeal hearing will then be convened and conducted by an appropriate member of the senior management team. You will have

the right to be accompanied at the appeal by a fellow employee or trade union official.
The outcome of any appeal will be final.

6

EQUAL OPPORTUNITIES, DIVERSITY & INCLUSION

6.1 Equal Opportunities Statement

We are committed to encouraging equality, diversity and inclusion among our workforce, The aim is for our workforce to be truly representative of all sections of society and our customers, and for each employee to feel respected and able to give their best.

We are fully committed to:

- Treating all of our employees and job applicants equally in all aspects of employment including: recruitment and selection, promotion, transfer, opportunities for training, pay and benefits, other terms of employment, discipline, selection for redundancy and dismissal.
- Creating a working environment that is free of bullying, harassment, victimisation, and unlawful discrimination, promoting dignity and respect for all, and where individual differences and the contributions of all staff are recognised and valued.
- Training managers and all other employees about their rights and responsibilities under this equal opportunities, diversity & inclusion policy.
- Employing, training and promoting employees on the basis of their experience, abilities and qualifications, without regard to race, religion or belief, sex, sexual orientation, pregnancy or maternity, gender reassignment, age, marriage and civil partnership or disability. In this policy these are known as the "Protected Characteristics".
- Making opportunities for training, development and progress available to all employees, who will be helped and encouraged to develop their full potential, so their talents and resources can be fully utilised to maximise the efficiency of the Employer.

We will not condone any form of bullying, harassment, or unlawful discrimination whether engaged in by employees or by outside third parties who do business with us, such as clients, customers, contractors and suppliers.

Employees have a duty to co-operate with us to ensure that this policy is effective in ensuring equal opportunities and in preventing discrimination, harassment or bullying. Action will be taken under our Disciplinary Procedure against any employee who is found to have committed an act of improper or unlawful discrimination, harassment, bullying or intimidation. Serious breaches of this policy will be treated as potential gross misconduct and could render the employee liable to summary dismissal.

All employees should understand they, as well as the Employer, can be held liable for acts of bullying, harassment, victimisation and unlawful discrimination, in the course of their employment, against fellow employees, customers, suppliers and the public.

You should draw to the attention of your line manager any suspected discriminatory acts or practices or suspected cases of harassment. You must not victimise or retaliate

against an employee who has made allegations or complaints of discrimination or harassment or who has provided information about such discrimination or harassment. Such behaviour will be treated as potential gross misconduct. Employees should support colleagues who suffer such treatment and are making a complaint.

Discrimination

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

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

- Direct discrimination – when someone is treated less favourably than another person because of a Protected Characteristic.
- Indirect discrimination - occurs where an individual's employment is subject to an unjustified provision criterion or practice which e.g. one sex or race or nationality or age group finds more difficult to meet, although on the face of it the provision, criterion or practice is 'neutral'.
- Associative discrimination or discrimination by association – direct discrimination against someone because they associate with another person who possesses a Protected Characteristic.
- Discrimination by perception – direct discrimination against someone because it is thought that they possess a particular Protected Characteristic even if they do not actually possess it.
- Harassment – unwanted conduct related to a relevant Protected Characteristic which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual. You may complain of such offensive behaviour even if it is not directed towards you personally.
- Victimisation – when an employee is treated less favourably because they have made or supported a complaint or raised a grievance about unlawful discrimination or are suspected of doing so.
- Disability discrimination: this includes direct and indirect discrimination, any unjustified unfavourable treatment because of something arising in consequence of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

Our Commitment

Recruitment

The recruitment process will be conducted in such a way as to result in the selection of the most suitable person for the job in terms of relevant abilities and qualifications. We are committed to applying our equal opportunities policy statement at all stages of recruitment and selection.

Recruitment publicity will aim to positively encourage applications from all suitably qualified people when advertising job vacancies, in order to attract applications from all sections of the community.

Where vacancies may be filled by promotion or transfer, they will be published to all eligible employees in such a way that they do not restrict applications from employees with a particular Protected Characteristics. However, where having regard to the nature and context of the work, having a particular Protected Characteristics is an occupational requirement and that occupational requirement is a proportionate means of achieving a legitimate aim, we will apply that requirement to the job role and this may therefore be specified in the advertisement.

The selection process will be carried out consistently for all jobs at all levels. We will ensure that this equal opportunities policy is available to all staff, and in particular is given to all staff with responsibility for recruitment, selection and promotion.

The selection of new staff will be based on job requirements and the individual's suitability and ability to do, or to train for, the job in question. Person specification and job descriptions will be limited to those requirements that are necessary for the effective performance of the job. Candidates for employment, promotion or transfer will be assessed objectively against the requirements of the job.

With disabled job applicants, we will have regard to our duty to make reasonable adjustments to work provisions, criteria and practices or to physical features of work premises or to provide auxiliary aids or services in order to ensure that the disabled person is not placed at a substantial disadvantage in comparison with persons who are not disabled.

All applications will be processed consistently. The staff responsible for short listing, interviewing and selecting candidates will be clearly informed of the selection criteria and of the need for their consistent application. All questions that are put to the applicants will relate to the requirements of the job.

Training, transfer and promotion

We will take such measures as may be necessary to ensure the proper training, supervision and instruction for all line managers in order to familiarise them with our policy on equal opportunities, and in order to help them identify discriminatory acts or practices and to ensure that they promote equal opportunity within the departments for which they are responsible. The training will also enable line managers to deal more effectively with complaints of bullying and harassment.

We will also provide training to all employees to help them understand their rights and responsibilities under the equal opportunities and anti-harassment policies and what they can do to create a work environment that is free of bullying and harassment.

All persons responsible for selecting new employees, employees for training or employees for transfer or promotion to other jobs will be instructed not to discriminate because of one or more of the Protected Characteristics. Where a promotional system is in operation, the assessment criteria will be examined to ensure that they are not discriminatory. The promotional system will be checked from time to time in order to assess how it is working in practice.

When a group of workers who predominantly have a particular Protected Characteristic appear to be excluded from access to promotion, transfer and training and to other

benefits, our systems and procedures will be reviewed to ensure there is no unlawful discrimination.

Terms of employment, benefits, facilities and services

All terms of employment, benefits, facilities and service will be reviewed from time to time, in order to ensure that there is no unlawful discrimination on the grounds of one or more of the Protected Characteristics.

Equal pay and equality of terms

We are committed to equal pay in employment. We believe our male and female employees should receive equal pay for like work, work rated as equivalent or work of equal value. In order to achieve this, we will endeavour to maintain a pay system that is transparent, free from bias and based on objective criteria.

Disabilities

If you are disabled or become disabled, we encourage you to tell us about your condition so that we can support you as appropriate.

If you experience difficulties at work because of your disability, you may wish to contact your line manager to discuss any reasonable adjustments that would help overcome or minimise the difficulty. Your line manager may wish to consult with you and your medical adviser about possible adjustments. We will consider the matter carefully and try to accommodate your needs within reason. If we consider a particular adjustment would not be reasonable we will explain our reasons and try to find an alternative solution where possible.

We will monitor the physical features of our premises to consider whether they might place anyone with a disability at a substantial disadvantage. Where necessary, we will take reasonable steps to improve access.

6.2 Menopause Policy



We are committed to supporting staff affected by the menopause. We recognise that many members of staff will experience the menopause and that, for some, menopause will have an adverse impact on their working lives.

All women will experience menopause at some point during their life. Menopause can also impact trans and non-binary people who may not identify as female. Most of those who experience menopause will do so between the ages of 45 and 55. However, some start experiencing symptoms much earlier. Often, symptoms last between four to eight years, but they can continue for longer.

The majority of those going through menopause will experience some symptoms, although everyone is different and symptoms can fluctuate. Symptoms can include, but are not limited to, sleeplessness, hot flushes, memory loss or poor concentration, headaches, muscle and joint pains, depression and anxiety.

Menopause is preceded by perimenopause, during which the body prepares itself for menopause. Perimenopause can also last several years and can involve similar symptoms to menopause itself. For the purpose of this policy, any reference to menopause includes perimenopause.

Open Conversations

Menopause is not just an issue for women. All staff should be aware of menopause so that they can support those experiencing it or otherwise affected by it.

We encourage an environment in which colleagues can have open conversations about menopause. We expect all staff to be supportive of colleagues who may be affected by menopause in the workplace.

Anyone affected by menopause should feel confident to talk to their line manager about their symptoms and the support they may need to reduce the difficulties menopause can cause them at work.

Line managers and the HR Department should be ready to have open conversations with staff about menopause and what support is available. These conversations should be treated sensitively and any information provided should be handled confidentially and in accordance with our Data Protection Policy.

Risk Assessments

We are committed to ensuring the health and safety of all our staff and will consider any aspects of the working environment that may worsen menopausal symptoms. This may include identifying and addressing specific risks to the health and well-being of those **experiencing menopause.**

Support and Adjustments

While many who experience menopause are able to carry on their working lives as normal, we recognise that others may benefit from adjustments to their working conditions to mitigate the impact of menopause symptoms on their work. If you believe that you would benefit from adjustments or other support, you should speak to your line manager in the first instance.

Physical adjustments could include temperature control, provision of electric fans or access to rest facilities. Depending on individual and business needs, adjustments such as flexible working, we may also consider more frequent rest breaks or changes to work allocation. These are examples only and not an exhaustive list.

We may refer you to a doctor nominated by us or seek medical advice from your GP to better understand any adjustments and other support that may help alleviate symptoms affecting you at work.

[If you need additional support, you also have access to our confidential employee support helpline [DETAILS OF HELPLINE].]

6.3 Harassment and Bullying

We are committed to providing a working environment free from harassment and bullying, which includes sexual harassment, and ensuring all staff are treated, and treat others, with dignity and respect. This includes harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions or on social media.

It covers harassment and bullying by staff (which may include consultants, contractors and agency workers) and also by third parties such as clients, customers, suppliers or visitors to our premises.

[We have carried out an assessment to assess the risk of sexual harassment (including third party sexual harassment) [and other different forms of harassment] occurring in our workforce, including in different roles [and departments], the steps we could take to reduce those risks and which of those possible steps are reasonable. This risk assessment will be reviewed [regularly OR annually].]

What is harassment?

Harassment is any unwanted physical, verbal or non-verbal **conduct** that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment. Harassment can occur whether or not it is intended to be offensive, as it is the effect on the victim which is important, not whether or not the perpetrator intended to harass them. Harassment or bullying is unacceptable even if it is unintentional.

Unlawful harassment may involve **conduct**:

- **related to a protected characteristic** of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation;
- of a sexual nature (**sexual harassment**); or
- **of treating someone less favourably because they have submitted, or refused to submit to, sexual harassment or harassment related to sex or gender reassignment** e.g. where a manager gives a junior employee a poor performance review because they rejected the manager's sexual advances.

Harassment is unacceptable even if it does not fall within any of these categories.

Harassment may include (this is a non-exhaustive list), for example:

- a. racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group, religion or belief, or gender;
- b. disclosing or threatening to disclose someone's sexual orientation or gender identity against their wishes;
- c. offensive e-mails, text messages or social media content; or
- d. mocking, mimicking or belittling a person's disability.

Sexual harassment does not need to be sexually motivated; it only needs to be sexual in nature and may include (this is a non-exhaustive list), for example:

- a. unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
- b. continued suggestions for sexual activity after it has been made clear that such suggestions are unwelcome;
- c. sending or displaying material that is pornographic or that some people may find offensive (including emails, text messages, video clips and images sent by mobile phone or posted on the internet);
- d. unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
- e. intrusive questions about a person's private or sex life or a person discussing their own sex life; or
- f. sending sexually explicit e-mails or text messages or sexual posts/contact on social media.

A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment; or sexually harassed by pornographic images displayed on a colleague's computer in the workplace.

What is victimisation?

Victimisation includes subjecting a person to a detriment because they have done, or are suspected of doing or intending to do, any of the following protected acts:

- a. Bringing proceedings under the Equality Act 2010.
- b. Giving evidence or information in connection with proceedings under the Equality Act 2010.
- c. Doing any other thing for the purposes of or in connection with the Equality Act 2010.
- d. Alleging that a person has contravened the Equality Act 2010.

Victimisation may include (this is a non-exhaustive list), for example:

- a. Denying someone an opportunity because it is suspected that they intend to make a complaint about harassment/sexual harassment.
- b. Excluding someone because they have raised a grievance about harassment/sexual harassment.
- c. Failing to promote someone because they accompanied another staff member to a grievance meeting.
- d. Dismissing someone because they gave evidence on behalf of another staff member at an employment tribunal hearing.

Harassment/sexual harassment and victimisation are unlawful and will not be tolerated. The law requires employers to take reasonable steps to prevent sexual harassment of workers in the course of their employment. All staff are encouraged to report any harassment/sexual harassment or victimisation they are a victim of, or witness, in accordance with this policy. Harassment/sexual harassment or victimisation may lead to disciplinary action up to and including dismissal without notice if they are committed:

- a. In a work situation.
- b. During any situation related to work, such as at a social event with colleagues.
- c. Against a colleague or other person connected to us outside of a work situation, including on social media.
- d. Against anyone outside of a work situation where the incident is relevant to your suitability to carry out your role.

We will take into account any aggravating factors, such as abuse of power over a more junior colleague, when deciding the appropriate disciplinary action to take.

If any harassment/sexual harassment or victimisation of staff occurs, we will take steps to remedy any complaints and to prevent it happening again. Action may include updating relevant policies, providing further staff training and taking disciplinary action against the perpetrator.

What is third-party harassment?

Third-party harassment occurs where a person is harassed/sexually harassed by someone who does not work for, and who is not an agent of, the same employer, but with whom they have come into contact during the course of their employment. Third-

party harassment could include, for example, derogatory comments about a person's age, disability, pregnancy, colour, religion or belief, sex or sexual orientation, or unwelcome sexual advances, from a client, customer or supplier visiting the employer's premises, or where a person is visiting a client, customer or supplier's premises or other location in the course of their employment.

While an individual cannot bring a claim for third-party harassment alone, it can still result in legal liability when raised in other types of claim and will not be tolerated. The law requires employers to take reasonable steps to prevent sexual harassment by third parties. All staff are encouraged to report any third-party harassment they are a victim of, or witness, in accordance with this policy. Any harassment by a member of staff against a third-party may lead to disciplinary action up to and including dismissal.

[We will take active steps to try to prevent third-party harassment of staff. [Action [may/will] include: [warning notices to customers or recorded messages at the beginning of telephone calls; information in terms and conditions; providing regular training for managers and staff to raise awareness of rights related to sexual harassment and of this policy; provide specific training for managers to support them in dealing with complaints; take steps to minimise occasions where staff work alone; where possible ensure that lone workers have additional support; carry out a risk assessment when planning events attended by clients/customers and/or suppliers.] If any third-party harassment of staff occurs, we will take steps to remedy any complaints and to prevent it happening again. Action may include warning the harasser about their behaviour, banning them from our premises, reporting any criminal acts to the police, and sharing information with other branches of the business.]

What is bullying?

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

Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include (this is a non-exhaustive list), for example:

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

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

If you are being harassed/sexually harassed/victimised/bullied

If you are being harassed/sexually harassed/victimised/bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your line manager (or another manager where it concerns them) [or [the Human Resources Department][a workplace champion] who can provide confidential advice and assistance in resolving the issue informally or formally. If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our **Grievance Procedure** and it will be dealt with under that procedure, taking into account the below.

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

If the harasser or bully is a third party such as a customer or other visitor, we will consider what action may be appropriate to protect you and other staff pending the outcome of the investigation, bearing in mind the reasonable needs of the business and the rights of that person. Where appropriate, we will attempt to discuss the matter with the third party.

Once the investigation is complete, we will inform you of our decision. If we consider that there is a case to answer and the harasser or bully is an employee, the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. The outcome of our investigation may be put on hold while disciplinary action is taken. Where the disciplinary outcome is that harassment/sexual harassment/victimisation/bullying occurred, prompt action will be taken to address it. We will also consider what additional measures need to be taken to prevent future sexual harassment of staff.

Whether or not your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.

Protection and support for those involved

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

[We will review this policy regularly and monitor its effectiveness. This will include monitoring the treatment and outcomes of any complaints of harassment, sexual harassment or victimisation we receive to ensure that they are properly investigated and resolved, those who report or act as witnesses are not victimised, repeat offenders are dealt with appropriately, cultural clashes are identified and resolved and workforce training is targeted where needed.]

[We offer access to confidential employee support/counselling, which is available on request for anyone affected by, or accused of, harassment/sexual harassment or bullying. The helpline number is [TELEPHONE NUMBER] and email address is [EMAIL ADDRESS].] [This is available [TIME FRAME]].

Support and guidance can also be obtained from [our workplace equality champions and] the following external services:

- a. The Equality Advisory and Support Service (www.equalityadvisoryservice.com).
- b. Protect (www.protect-advice.org.uk).
- c. Victim support (www.victimsupport.org.uk).
- d. Rights of women (England and Wales) (www.rightsofwomen.org.uk)

Record-keeping

Information about a complaint by or about a staff member may be placed on their personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with our Data Protection Policy.

6.4 Monitoring equal opportunities and dignity at work

We will regularly monitor the effects of selection decisions and personnel and pay practices and procedures in order to assess whether equal opportunity and dignity at work are being achieved. This will also involve considering any possible indirectly discriminatory effects of its working practices. If changes are required, we will implement them. We will also make reasonable adjustments to its standard working practices to overcome barriers caused by disability.

Breaches of this Policy

We take a strict approach to breaches of this policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of discrimination may amount to gross misconduct resulting in dismissal.

If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure or Bullying & Harassment Procedure. Complaints will be treated in confidence and investigated as appropriate.

You must not be victimised or retaliated against for complaining about discrimination. However, making a false allegation deliberately will be treated as misconduct and dealt with under our Disciplinary Procedure.

Related Policies

This policy is supported by the following other policies and procedures (in the Employee Handbook):

- (a) Grievance Procedure.
- (b) Disciplinary Procedure.
- (c) Flexible Working Procedure.
- (d) Maternity, Paternity, Adoption and Shared Parental Leave Policies.
- (e) Parental Leave Policy.
- (f) Time Off for Dependants Policy.
- (g) Data Protection Policy.

EMPLOYEE HANDBOOK RECEIPT

This Handbook has been drawn up by the Employer to provide you with information on employment policies and procedures.

The policies and procedures contained within this handbook do not form part of your contract of employment; therefore the Employer reserves the right to make amendments as necessary, for example reflecting changes to the law. Any change will be communicated to all staff. However, you are expected to read and comply with the policies and procedures contained within this handbook. Failure to do so could result in disciplinary action.

If you have any questions or any part of the Handbook is unclear to you, please do not hesitate to raise any queries with a member of management.

I acknowledge I have read and understood the policies and procedures contained within this handbook

Received by (Employee)

Signed

Date



CONTRACT OF EMPLOYMENT

1. Parties to Contract

This contract of employment is made between:

Hale Parish Council of 53 High Street, Hale Village, L24 4AE (referred to in this contract as “we”, “us” or “the Council”)

and

_____ of _____ (referred to in this contract as “you” or “your”).

2. Employment Dates

Your employment under this contract begins on [INSERT]. Your period of continuous employment for statutory purposes [began/begins] on [INSERT].

3. Probationary Period

The first three months of your employment will be a probationary period. We may bring your employment to an end during your probationary period at any time without notice in your first month of employment and one week's written notice thereafter, which we can at our discretion pay in lieu. We may, at our discretion, extend the probationary period. During this probationary period we will carefully monitor your performance and suitability for your role.

If you are absent from work due to incapacity during your probationary period for a period which exceeds [one week] your probationary period will be extended by the period of your absence to allow adequate monitoring of performance.

At the end of the probationary period you will be informed in writing if you have successfully completed your probationary period. If you do not receive any written confirmation, you should assume that your probationary period continues.

4. Job Title

You are employed as [INSERT]. We reserve the right to reasonably amend your duties in line with business needs.

You warrant that you are entitled to work in the UK without any additional approvals. You must notify your manager immediately if you cease to be so entitled at any time during your employment.

5. Remuneration

We will pay you £[INSERT] per hour. We will pay you at monthly intervals on or about the last Thursday of each month directly into your bank account.

6. Normal Place of Work

Your normal place of work is 53 High Street, Hale Village, L24 4AE, but we reserve the right to change this on a permanent basis upon reasonable notice to you.

Due to the nature of the Council's business you may be required to work at any of the Council's current or future sites, clients or customers premises or at such other places on a temporary basis as we shall from time to time direct.

You may also in the performance of your duties be required to travel from your normal place of employment to anywhere within the United Kingdom.

We will not require you to work outside the United Kingdom.

7. Normal Hours of Work

Your normal contractual hours of work are [NUMBER] hours a week to be worked [e.g. Monday to Friday 9.00am – 5.30pm]

OR

You are required to work [NUMBER] hours per week, at times to suit the needs of the business between the hours of [e.g. Monday to Saturday 8.00am to 6.00pm.] You are required to work flexibly and will at times be required to work unsociable hours including evenings, nights, weekends, bank holidays.

You are entitled to an [paid/unpaid] break of [NUMBER] minutes, to be taken at a time agreed with your manager.

You may choose to work your weekly hours in accordance with the Council's scheme of flexible working hours which allows officers discretion in arranging working time.]

It is recognised that due to the nature of the Council's business, your working hours will not necessarily coincide with those normal hours. We reserve the right to vary your hours of work (and to vary your pay accordingly), on a temporary or permanent basis, as necessary to meet its business requirements which may include amending shift patterns and/or introducing new shift patterns, which could include weekend and/or reducing hours of work. You may also be required to work such additional hours (including weekends and bank/public holidays) as may be necessary for the proper performance of your duties.

8. Overtime

We may require you to work additional hours (overtime) on a temporary or regular basis. In the event where we may require you to work additional hours, you will receive the equivalent

time off in lieu. Any additional hours which are worked must be expressly approved in advance by a manager, failing which you will not receive the time off in lieu.

9. **Holiday**

Your holiday entitlement is [23] days plus the 8 normal bank holidays. Your annual leave entitlement increases, in recognition of length of service to [26] days after five years continuous service. In addition to the above you are entitled to 2 statutory leave days to be taken as determined by the Council.

Holiday entitlement is pro-rata for part-time employees. Your pro-rata equivalent leave entitlement is [INSERT].

Our holiday year runs from 1st April to 31st March.

In each holiday year, any holiday that you take shall be deemed to be taken in the following order: holiday under regulation 13 of the Working Time Regulations 1998, holiday under regulation 13A of the Working Time Regulations 1998, and any additional contractual holiday.

If your employment starts part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis.

While on annual leave, you will be paid your normal pay.

In order to ensure that you receive the correct amount of statutory annual leave and pay, we reserve the right at any time and with no notice to vary the basis on which your holiday entitlement and pay is calculated if we decide that you should no longer be categorised as a worker entitled to annual leave under Regulations 13 and 13A of the WTR or an irregular hours or part year worker under the WTR.

Our rules for booking holiday are in the Employee Handbook. You will only be permitted to take holiday where you have asked for and received prior authorisation according to our rules.

We may require you to take holiday on specific days which we shall notify to you in advance. In such circumstances, we will give notice to you at least twice as many days in advance of the start of the holiday as the number of days or part-days holiday that you are required to take.

We will not pay you in lieu of untaken holiday except on termination. On termination we will pay you in lieu of any accrued but untaken holiday for the holiday year in which termination takes place and any untaken days permitted to be carried forward from the preceding holiday year. The amount of the payment in lieu will be calculated [as 1/260th of your [full-time equivalent] salary for each untaken day of the entitlement OR according to the formula in regulation 14 of the Working Time Regulations 1998]. If you have taken holidays in excess of entitlement we shall be entitled to deduct the excess pay from your final salary payment. If we have utilised rolled up holiday pay, on termination you will not be entitled to any payment in lieu of accrued but untaken holiday since you will have already received payment in respect of that leave.

[Optional clause where holiday entitlement exceeds the 5.6 weeks minimum] If we have dismissed you or would be entitled to dismiss you immediately without notice or payment in lieu of notice or you have resigned without giving the required notice, such payment in lieu shall be limited to your statutory entitlement under the Working Time Regulations 1998, and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.

10. Sick Pay

If you are absent from work due to incapacity you must notify your manager of the reason for your absence as soon as possible but no later than [TIME] on the first day of absence.

If you are unable to attend work because of sickness or injury, we will not pay you for the first three working days of your absence (waiting days), after which, if you are eligible we will pay you Statutory Sick Pay (SSP). Your qualifying days for SSP purposes are [Monday] to [Friday].

You agree to consent to a medical examination (at our expense) by a doctor we nominate should we require.

If a period of absence is, or appears to have been caused by negligence or other action by a third party in respect of which you may be able to recover compensation, you must immediately notify us and provide such further information and cooperation in relation to any legal proceedings as we may reasonably require. Any Statutory Sick Pay we pay to you in respect of that period shall be repayable on demand, provided that the amount to be repaid shall not exceed any compensation you recover for loss of earnings less any costs you incur in connection with such recovery.

11. Pension

If you are eligible, we will automatically enrol you into the Local Government Pension Scheme [after you have been employed by us for three months]. Within a month of being enrolled in the Scheme, you can send an opt-out form if you do not wish to be in the Scheme. If you do not opt out, we will deduct your contributions to the pension scheme from what we pay you. Current details of the Scheme and your rights relating to it, and of your and our contributions, will be provided to you separately.

12. Other Paid Leave

You may be entitled to maternity leave, paternity leave, adoption leave, shared parental leave and parental bereavement leave and pay in accordance with the current statutory provisions.

We may replace, amend or withdraw the Council's policy on any of the above types of leave at any time.

13. Other Benefits

You are not entitled to any benefits during your employment.

14. Training

It is a specific contractual requirement that you attend [SPECIFY TRAINING] which the Council will pay for. Office based supervisions and training sessions will take place during normal office hours. Should you fail to keep your training up to date or attend scheduled training sessions you may be subject to disciplinary action.

You are entitled to take part in various training courses which we may provide from time to time in-house and/or externally. Specific details of what courses might be available from time to time. You should speak to your manager in the first instance if you would like to take a course.

15. Termination of Employment/ Contractual Notice

Subject to the terms of the probationary clause, we may bring your employment to an end by giving you written notice as follows:

Length of Continuous Service	Notice Requirement
Less than 1 month	Nil
1 month up to successful completion of probation period	1 week
From completion of probation period but less than 5 years	1 month
5 years or more but less than 12 years	1 week per year
12 years or more	12 weeks

You may bring your employment to an end by giving us one month's notice in writing.

We reserve the right to bring your employment to an end at any time and with immediate effect by notifying you that we are exercising our right under this clause and that we will make within [28] days a payment in lieu of notice (Payment in Lieu) or the first instalment of any Payment in Lieu to you. This Payment in Lieu will be equal to your basic salary (as at the date of termination) and will not include any bonus or commission payments, or any payment in respect of benefits which you would have been entitled to receive during the period for which the Payment in Lieu is made.

We may pay any Payment in Lieu in equal monthly instalments until the date on which the notice period referred to above would have expired if notice had been given. You shall be obliged to seek alternative income during this period and to notify us of any income you receive. The instalment payments shall then be reduced by the amount of such income.

We reserve the right to bring your employment to an end immediately without notice or payment in lieu of notice (a) in any case where you are found to be guilty of gross misconduct; (b) if you cease to be entitled to work in the United Kingdom. In that case we shall also be entitled to recover from you any Payment in Lieu (or any instalments) already made.

We may require you to take (or not to take) any outstanding accrued holiday entitlement during your notice period.

16. Garden Leave

We reserve the right to require you to remain away from work during the notice period. Where we require you to remain away from work during the notice period (whether you or the Council gave notice) you are required to comply with all other terms of this contract and any other conditions laid down by the Council. Whilst on full pay, you will not be permitted to work for any other person, Company, corporate body or on his/her own behalf, without the Council's prior written permission.

17. Disciplinary and Grievances

Our current disciplinary rules and the disciplinary and grievance procedures which apply to your employment are contained in the Employee Handbook.

These procedures do not form part of your contract of employment and we may amend them from time to time at our discretion. If you wish to appeal against a disciplinary decision you may apply in writing to the Clerk in accordance with our disciplinary procedure.

If you wish to raise a grievance, you may apply in writing to the Clerk in accordance with our grievance procedure.

We reserve the right to suspend you (with the continued payment of your salary and any other contractual benefits) pending any investigation into any potential dishonesty, gross misconduct or other circumstances which might lead to dismissal for such period as we think fit.

18. Outside Interests

During your employment, unless you have our prior written permission, you must not be involved in any business or activity which in our reasonable opinion affects your ability to devote the whole of your time and attention during working hours to our business or conflicts with the interests of or causes damage to our goodwill. You must give us full details of your involvement in outside employment or business. We will treat failure to do so as a disciplinary matter and dealt with accordingly. If you are unsure as to whether any business or activity has the potential to conflict with the interests of, or damage the goodwill of, the Council you should seek guidance from your line manager.

19. Deductions from Remuneration

We may deduct from any payment we make to you and in particular from your final salary payment, any sums which you owe to us. This includes, without limitation,

- the amount of any overpayment of salary, wages, bonus or other benefits;
- the amount of any overpayment of sick pay;
- the amount of any overpayment of holiday pay;

- outstanding loans and advances;
- the cost of any Council property or equipment which you fail to return, allowing for fair wear and tear;
- any loss or damage to Council property caused by your wilful act, carelessness or negligence;
- any loss or damage suffered by the Council as a result of you terminating your employment without giving or working the required period of notice;
- any shortage or deficiency of stock or cash for which you were responsible;
- any sums you owe to us in respect of training courses, fees, fines etc.

20. **Collective Agreement**

There is no collective agreement which directly affects your employment.

OR

The National Agreement on Pay and Conditions of Service of the National Joint Council (NJC) for Local Government Services (the Green Book) applies to your employment unless otherwise amended by this contract.

21. **Lay Off**

In the event of a situation which prevents us from providing you with work in or throughout any day, for example a short term downturn in work (as an alternative to declaring redundancies) or in the event of an occurrence outside of our control (including, without limitation, fire, Act of God, industrial action affecting a third party), we are entitled not to provide you with work and not to pay you any salary or wages under your contract of employment (except a Statutory Guarantee Payment insofar as required). We are also entitled in such circumstances to place you on short time working.

22. **Right to Search**

We reserve the right to search you, your work area, and any of your property held on our premises, including any vehicle parked on our property, at any time if there are reasonable grounds for us to believe that you are guilty of theft, or in possession of illegal drugs, or prohibited property, or substances, or in serious breach of our rules or your contract.

Personal searches will be conducted in the presence of at least one agreed witness. Unreasonable failure to consent to a personal search or a search of your property will be regarded as a disciplinary offence.

23. **Training Recoupment**

The Council may undertake to pay for external training courses which are of direct benefit to you and the Council. You agree that if the Council provides such funding and your employment terminates for whatever reason while the course is on-going, or in a specified period of time after completion, that you will refund the Council in accordance with the following scale:

- While the course is on-going or up to 6 months after completion of the course – 100%
- Between 6 months and 9 months after completion of the course – 75%
- Between 9 months and 12 months after completion of the course – 50%.

You agree to the Council deducting the sums under this clause from your final salary or any outstanding payments that might be due to you at the termination of your employment.

24. Confidentiality

For the purposes of this contract "Confidential Information" is defined as information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Council for the time being confidential to the Council and trade secrets including, without limitation, technical data and know-how relating to the business of the Council or any of its or their business contacts, including in particular (by way of illustration only and without limitation) designs, performance data, commercial plans and third party confidential information.

You acknowledge that in the course of your employment you will have access to Confidential Information. You therefore agree to accept the following restrictions contained in this clause.

You shall not (except in the proper course of your duties), either during the employment, or at any time after its termination (however arising), use or disclose to any person, Company or other organisation whatsoever (and shall use your best endeavours to prevent the publication or disclosure of) any Confidential Information.

Nothing in this Clause shall prevent you or, where applicable, us (or any of our officers, employees, workers or agents) from:

- a. reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
- b. doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority;
- c. whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);
- d. complying with an order from a court or tribunal to disclose or give evidence;
- e. disclosing information to HMRC for the purposes of establishing and paying (or recouping) tax and National Insurance liabilities arising from your employment or its termination;
- f. disclosing information to any person who owes a duty of confidentiality (which you and we agree not to waive) in respect of information disclosed to them, including legal or tax advisers or, in your case, persons providing you with medical, therapeutic, counselling or support services (provided they owe you a duty of confidentiality which remains unwaived); or
- g. making any other disclosure as required by law.

25. Council Property

All documents, manuals, hardware and software provided for your use by the Council, and any data or documents (including copies) produced, maintained or stored on the Council's computer systems or other electronic equipment (including mobile phones), remain the property of the Council.

Any Council property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to [POSITION] at any time on request and in any event prior to the termination of your employment with the Council.

26. Monitoring

Our systems enable us to monitor telephone, email, voicemail, internet and other communications. In order to carry out its legal obligations as an employer (such as ensuring employee compliance with the Council's IT related policies), and for other business reasons, we may monitor use of systems including the telephone and computer systems, and any personal use of them, by automated software or otherwise. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

27. Variation of Terms

We reserve the right to make reasonable changes to any of your terms and conditions of employment, including following a relevant transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended.

You will be informed of any such changes in writing, the changes taking effect from the date of the notice. Significant changes to your contract of employment will be notified to you not less than one month in advance.

AGREEMENT

I acknowledge receipt of this contract and understand and accept the terms and conditions of employment contained within it.

Signed _____ (You)

Dated _____

Signed on behalf of Hale Parish Council

Dated _____

Working Time Opt-Out Agreement

I agree with my employer, Hale Parish Council, that my weekly working time averaged over any 17 week reference period may exceed 48 hours and I hereby opt out of the limit on working time set down by the Working Time Regulations 1998. I understand I may end this opt-out at any time by giving my employer not less than three months' written notice.

Name:

Signed:

Dated:



CONTRACT OF EMPLOYMENT

1. Parties to Contract

This contract of employment is made between:

Hale Village Hall of 53 High Street, Hale Village, L24 4AE (referred to in this contract as “we”, “us” or “the Employer”)

and

_____ of _____ (referred to in this contract as “you” or “your”).

2. Employment Dates

Your employment under this contract begins on [INSERT]. Your period of continuous employment for statutory purposes [began/begins] on [INSERT].

3. Probationary Period

The first three months of your employment will be a probationary period. We may bring your employment to an end during your probationary period at any time without notice in your first month of employment and one week's written notice thereafter, which we can at our discretion pay in lieu. We may, at our discretion, extend the probationary period. During this probationary period we will carefully monitor your performance and suitability for your role.

If you are absent from work due to incapacity during your probationary period for a period which exceeds [one week] your probationary period will be extended by the period of your absence to allow adequate monitoring of performance.

At the end of the probationary period you will be informed in writing if you have successfully completed your probationary period. If you do not receive any written confirmation, you should assume that your probationary period continues.

4. Job Title

You are employed as [INSERT]. We reserve the right to reasonably amend your duties in line with business needs.

You warrant that you are entitled to work in the UK without any additional approvals. You must notify your manager immediately if you cease to be so entitled at any time during your employment.

5. Remuneration

We will pay you £[INSERT] per hour. We will pay you at monthly intervals on or about the last Thursday of each month directly into your bank account.

6. Normal Place of Work

Your normal place of work is 53 High Street, Hale Village, L24 4AE, but we reserve the right to change this on a permanent basis upon reasonable notice to you.

Due to the nature of the Employer's business you may be required to work at any of the Employer's current or future sites, clients or customers premises or at such other places on a temporary basis as we shall from time to time direct.

You may also in the performance of your duties be required to travel from your normal place of employment to anywhere within the United Kingdom.

We will not require you to work outside the United Kingdom.

7. Normal Hours of Work

Your normal contractual hours of work are [NUMBER] hours a week to be worked [e.g. Monday to Friday 9.00am – 5.30pm]

OR

You are required to work [NUMBER] hours per week, at times to suit the needs of the business between the hours of [e.g. Monday to Saturday 8.00am to 6.00pm.] You are required to work flexibly and will at times be required to work unsociable hours including evenings, nights, weekends, bank holidays.

You are entitled to an [paid/unpaid] break of [NUMBER] minutes, to be taken at a time agreed with your manager.

It is recognised that due to the nature of the Employer's business, your working hours will not necessarily coincide with those normal hours. We reserve the right to vary your hours of work (and to vary your pay accordingly), on a temporary or permanent basis, as necessary to meet its business requirements which may include amending shift patterns and/ or introducing new shift patterns, which could include weekend and/or reducing hours of work. You may also be required to work such additional hours (including weekends and bank/public holidays) as may be necessary for the proper performance of your duties.

8. Overtime

We may require you to work additional hours (overtime) on a temporary or regular basis. In the event where we may require you to work additional hours, you will receive the equivalent time off in lieu. Any additional hours which are worked must be expressly approved in advance by a manager, failing which you will not receive the time off in lieu.

9. Holiday

Our holiday year runs from 1st April to 31st March.

Your holiday entitlement is 5.8 weeks, or 29 days which are inclusive of the 8 normal bank holidays. Holiday entitlement is pro-rata for part-time employees. In each holiday year, any holiday that you take shall be deemed to be taken in the following order: holiday under regulation 13 of the Working Time Regulations 1998, holiday under regulation 13A of the Working Time Regulations 1998, and any additional contractual holiday.

If your employment starts part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis.

While on annual leave, you will be paid your normal pay.

In order to ensure that you receive the correct amount of statutory annual leave and pay, we reserve the right at any time and with no notice to vary the basis on which your holiday entitlement and pay is calculated if we decide that you should no longer be categorised as a worker entitled to annual leave under Regulations 13 and 13A of the WTR or an irregular hours or part year worker under the WTR.

Our rules for booking holiday are in the Employee Handbook. You will only be permitted to take holiday where you have asked for and received prior authorisation according to our rules.

We may require you to take holiday on specific days which we shall notify to you in advance. In such circumstances, we will give notice to you at least twice as many days in advance of the start of the holiday as the number of days or part-days holiday that you are required to take.

We will not pay you in lieu of untaken holiday except on termination. On termination we will pay you in lieu of any accrued but untaken holiday for the holiday year in which termination takes place and any untaken days permitted to be carried forward from the preceding holiday year. The amount of the payment in lieu will be calculated [as 1/260th of your [full-time equivalent] salary for each untaken day of the entitlement OR according to the formula in regulation 14 of the Working Time Regulations 1998]. If you have taken holidays in excess of entitlement we shall be entitled to deduct the excess pay from your final salary payment. If we have utilised rolled up holiday pay, on termination you will not be entitled to any payment in lieu of accrued but untaken holiday since you will have already received payment in respect of that leave.

[Optional clause where holiday entitlement exceeds the 5.6 weeks minimum] If we have dismissed you or would be entitled to dismiss you immediately without notice or payment in lieu of notice or you have resigned without giving the required notice, such payment in lieu shall be limited to your statutory entitlement under the Working Time Regulations 1998, and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.

10. Sick Pay

If you are absent from work due to incapacity you must notify your manager of the reason for your absence as soon as possible but no later than [TIME] on the first day of absence.

If you are unable to attend work because of sickness or injury, we will not pay you for the first three working days of your absence (waiting days), after which, if you are eligible we will pay you Statutory Sick Pay (SSP). Your qualifying days for SSP purposes are [Monday] to [Friday].

You agree to consent to a medical examination (at our expense) by a doctor we nominate should we require.

If a period of absence is, or appears to have been caused by negligence or other action by a third party in respect of which you may be able to recover compensation, you must immediately notify us and provide such further information and cooperation in relation to any legal proceedings as we may reasonably require. Any Statutory Sick Pay we pay to you in respect of that period shall be repayable on demand, provided that the amount to be repaid shall not exceed any compensation you recover for loss of earnings less any costs you incur in connection with such recovery.

11. Pension

If you are eligible, we will automatically enrol you into our Pension Scheme [after you have been employed by us for three months]. Within a month of being enrolled in the Scheme, you can send an opt-out form if you do not wish to be in the Scheme. If you do not opt out, we will deduct your contributions to the pension scheme from what we pay you. Current details of the Scheme and your rights relating to it, and of your and our contributions, will be provided to you separately.

12. Other Paid Leave

You may be entitled to maternity leave, paternity leave, adoption leave, shared parental leave and parental bereavement leave and pay in accordance with the current statutory provisions.

We may replace, amend or withdraw the Employer's policy on any of the above types of leave at any time.

13. Other Benefits

You are not entitled to any benefits during your employment.

14. Training

It is a specific contractual requirement that you attend [SPECIFY TRAINING] which the Employer will pay for. Office based supervisions and training sessions will take place during normal office hours. Should you fail to keep your training up to date or attend scheduled training sessions you may be subject to disciplinary action.

You are entitled to take part in various training courses which we may provide from time to time in-house and/or externally. Specific details of what courses might be available from time to time. You should speak to your manager in the first instance if you would like to take a course.

15. Termination of Employment/ Contractual Notice

Subject to the terms of the probationary clause, we may bring your employment to an end by giving you written notice as follows:

Length of Continuous Service	Notice Requirement
Less than 1 month	Nil
1 month up to successful completion of probation period	1 week
From completion of probation period but less than 5 years	1 month
5 years or more but less than 12 years	1 week per year
12 years or more	12 weeks

You may bring your employment to an end by giving us one month's notice in writing.

We reserve the right to bring your employment to an end at any time and with immediate effect by notifying you that we are exercising our right under this clause and that we will make within 28 days a payment in lieu of notice (Payment in Lieu) or the first instalment of any Payment in Lieu to you. This Payment in Lieu will be equal to your basic salary (as at the date of termination) and will not include any bonus or commission payments, or any payment in respect of benefits which you would have been entitled to receive during the period for which the Payment in Lieu is made.

We may pay any Payment in Lieu in equal monthly instalments until the date on which the notice period referred to above would have expired if notice had been given. You shall be obliged to seek alternative income during this period and to notify us of any income you receive. The instalment payments shall then be reduced by the amount of such income.

We reserve the right to bring your employment to an end immediately without notice or payment in lieu of notice (a) in any case where you are found to be guilty of gross misconduct; (b) if you cease to be entitled to work in the United Kingdom. In that case we shall also be entitled to recover from you any Payment in Lieu (or any instalments) already made.

We may require you to take (or not to take) any outstanding accrued holiday entitlement during your notice period.

16. Garden Leave

We reserve the right to require you to remain away from work during the notice period. Where we require you to remain away from work during the notice period (whether you or the Employer gave notice) you are required to comply with all other terms of this contract and any other conditions laid down by the Employer. Whilst on full pay, you will not be permitted to work for any other person, Company, corporate body or on his/her own behalf, without the Employer's prior written permission.

17. Disciplinary and Grievances

Our current disciplinary rules and the disciplinary and grievance procedures which apply to your employment are contained in the Employee Handbook.

These procedures do not form part of your contract of employment and we may amend them from time to time at our discretion. If you wish to appeal against a disciplinary decision you may apply in writing to the Clerk in accordance with our disciplinary procedure.

If you wish to raise a grievance, you may apply in writing to the Clerk in accordance with our grievance procedure.

We reserve the right to suspend you (with the continued payment of your salary and any other contractual benefits) pending any investigation into any potential dishonesty, gross misconduct or other circumstances which might lead to dismissal for such period as we think fit.

18. Outside Interests

During your employment, unless you have our prior written permission, you must not be involved in any business or activity which in our reasonable opinion affects your ability to devote the whole of your time and attention during working hours to our business or conflicts with the interests of or causes damage to our goodwill. You must give us full details of your involvement in outside employment or business. We will treat failure to do so as a disciplinary matter and dealt with accordingly. If you are unsure as to whether any business or activity has the potential to conflict with the interests of, or damage the goodwill of, the Employer you should seek guidance from your line manager.

19. Deductions from Remuneration

We may deduct from any payment we make to you and in particular from your final salary payment, any sums which you owe to us. This includes, without limitation,

- the amount of any overpayment of salary, wages, bonus or other benefits;
- the amount of any overpayment of sick pay;
- the amount of any overpayment of holiday pay;
- outstanding loans and advances;
- the cost of any Employer property or equipment which you fail to return, allowing for fair wear and tear;

- any loss or damage to Employer property caused by your wilful act, carelessness or negligence;
- any loss or damage suffered by the Employer as a result of you terminating your employment without giving or working the required period of notice;
- any shortage or deficiency of stock or cash for which you were responsible;
- any sums you owe to us in respect of training courses, fees, fines etc.

20. Collective Agreement

There is no collective agreement which directly affects your employment.

21. Lay Off

In the event of a situation which prevents us from providing you with work in or throughout any day, for example a short term downturn in work (as an alternative to declaring redundancies) or in the event of an occurrence outside of our control (including, without limitation, fire, Act of God, industrial action affecting a third party), we are entitled not to provide you with work and not to pay you any salary or wages under your contract of employment (except a Statutory Guarantee Payment insofar as required). We are also entitled in such circumstances to place you on short time working.

22. Right to Search

We reserve the right to search you, your work area, and any of your property held on our premises, including any vehicle parked on our property, at any time if there are reasonable grounds for us to believe that you are guilty of theft, or in possession of illegal drugs, or prohibited property, or substances, or in serious breach of our rules or your contract.

Personal searches will be conducted in the presence of at least one agreed witness. Unreasonable failure to consent to a personal search or a search of your property will be regarded as a disciplinary offence.

23. Training Recoupment

The Employer may undertake to pay for external training courses which are of direct benefit to you and the Employer. You agree that if the Employer provides such funding and your employment terminates for whatever reason while the course is on-going, or in a specified period of time after completion, that you will refund the Employer in accordance with the following scale:

- While the course is on-going or up to 6 months after completion of the course – 100%
- Between 6 months and 9 months after completion of the course – 75%
- Between 9 months and 12 months after completion of the course – 50%.

You agree to the Employer deducting the sums under this clause from your final salary or any outstanding payments that might be due to you at the termination of your employment.

24. Confidentiality

For the purposes of this contract "Confidential Information" is defined as information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Employer for the time being confidential to the Employer and trade secrets including, without limitation, technical data and know-how relating to the business of the Employer or any of its or their business contacts, including in particular (by way of illustration only and without limitation) designs, performance data, commercial plans and third party confidential information.

You acknowledge that in the course of your employment you will have access to Confidential Information. You therefore agree to accept the following restrictions contained in this clause.

You shall not (except in the proper course of your duties), either during the employment, or at any time after its termination (however arising), use or disclose to any person, Company or other organisation whatsoever (and shall use your best endeavours to prevent the publication or disclosure of) any Confidential Information.

Nothing in this Clause shall prevent you or, where applicable, us (or any of our officers, employees, workers or agents) from:

- a. reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
- b. doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority;
- c. whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);
- d. complying with an order from a court or tribunal to disclose or give evidence;
- e. disclosing information to HMRC for the purposes of establishing and paying (or recouping) tax and National Insurance liabilities arising from your employment or its termination;
- f. disclosing information to any person who owes a duty of confidentiality (which you and we agree not to waive) in respect of information disclosed to them, including legal or tax advisers or, in your case, persons providing you with medical, therapeutic, counselling or support services (provided they owe you a duty of confidentiality which remains unwaived); or
- g. making any other disclosure as required by law.

25. Employer Property

All documents, manuals, hardware and software provided for your use by the Employer, and any data or documents (including copies) produced, maintained or stored on the Employer's computer systems or other electronic equipment (including mobile phones), remain the property of the Employer.

Any Employer property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to [POSITION] at any time on request and in any event prior to the termination of your employment with the Employer.

26. Monitoring

Our systems enable us to monitor telephone, email, voicemail, internet and other communications. In order to carry out its legal obligations as an employer (such as ensuring employee compliance with the Employer's IT related policies), and for other business reasons, we may monitor use of systems including the telephone and computer systems, and any personal use of them, by automated software or otherwise. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

27. Variation of Terms

We reserve the right to make reasonable changes to any of your terms and conditions of employment, including following a relevant transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended.

You will be informed of any such changes in writing, the changes taking effect from the date of the notice. Significant changes to your contract of employment will be notified to you not less than one month in advance.

AGREEMENT

I acknowledge receipt of this contract and understand and accept the terms and conditions of employment contained within it.

Signed _____ (You)

Dated _____

Signed on behalf of Hale Village Hall

Dated _____

Working Time Opt-Out Agreement

I agree with my employer, Hale Village Hall, that my weekly working time averaged over any 17 week reference period may exceed 48 hours and I hereby opt out of the limit on working time set down by the Working Time Regulations 1998. I understand I may end this opt-out at any time by giving my employer not less than three months' written notice.

Name:

Signed:

Dated: