

FISHER INVESTMENTS UK

WELCOME

Thank you for joining Fisher Investments Europe Limited, trading as Fisher Investments UK ("**the Company**"). We look forward to the opportunity of working together to create a more successful company and extend to you our personal best wishes for your success and happiness at the Company.

This Employee Handbook provides an overview of the Company's philosophy, policies and procedures and contains essential information regarding your employment. Although this Employee Handbook is not part of your Contract of Employment, you are responsible for carefully reading, understanding and following all policies and procedures. Breaches of this Employee Handbook could also lead to disciplinary action being taken against you. If anything is unclear, please discuss the matter with your Manager or the Human Resources Manager ("**the HR Manager**").

This Employee Handbook, a copy of which is provided to every Company employee, will be updated as and when necessary. You will be notified of any changes either by way of an individual notice or through general notice given to all employees.

FISHER INVESTMENTS UK

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FISHER INVESTMENTS UK

EMPLOYEE HANDBOOK

1. WORKING TIME POLICY

1.1 NORMAL OFFICE HOURS

1.1.1 Normal office hours of the Company are 9 am to 6 pm Monday through Friday. However, you may be expected to work any hours reasonably necessary to facilitate the performance of your duties and to meet the needs of the Company's business, subject to the regulations described below. Employees who are paid hourly are considered "non-exempt" and will be paid for all hours actually worked, whether less than or in excess of normal office hours. Employees who receive an annual salary are considered "exempt" and will receive the same salary regardless of hours worked.

1.2 WORKING TIME REGULATIONS

1.2.1 Working time requirements are subject to the Working Time Regulations 1998 ("the **Regulations**"). Accordingly, unless you fall outside the Regulations entirely (see Section 1.2.2 below), your hours of work are subject to the following rules:

- (a) unless you have agreed otherwise in writing with the Company, your working time will be limited to an average maximum of 48 hours per week calculated over successive 17 week accounting periods, the first of which commenced on October 1, 1998;
- (b) if you wish, you may take a minimum of 11 hours consecutive rest in any 24 hour period;
- (c) if you wish, you may take an uninterrupted rest period of 24 hours in any 7 day period;
- (d) you are entitled to a minimum of 20 working days holiday per year, in addition to bank/public holidays (pro rated for part timers), unless the provisions of your Contract of Employment in relation to holidays are more generous; and
- (e) if you wish, where you work more than 6 hours a day, you may take a 20 minute break (which may be taken away from your work station if you have one).

1.2.2 You may choose to work in excess of the 48 hour average weekly limit. If you decide to opt-out of the 48 hour average weekly limit, you will be required to sign an individual agreement confirming your willingness to work in excess of 48 hours. This agreement may be terminated by you providing 3 months' notice in writing.

1.2.3 A lunch break spent at leisure is not working, neither is time spent travelling to and from the office. However, time spent working when travelling or

time spent working abroad would count as working time for the purposes of the Regulations.

1.2.4 Where you take work home, time worked only counts as working time where work is performed on a basis *previously agreed* with your Manager.

1.3 SCOPE OF REGULATIONS

1.3.1 The Regulations apply to “workers” of the Company working in Great Britain.

1.3.2 The Regulations do **not** apply to third party independent contractors in business on their own account.

1.3.3 Also, excluded is a certain category of worker who, because of the nature of his/her duties, is not covered by the Regulations; specifically, where the duration of that person’s working time is not measured or pre-determined (or can be determined by the person himself).

1.4 RECORD KEEPING

1.4.1 The Health and Safety Executive (“**HSE**”) is responsible for monitoring the application of the limits on working time. The Company must therefore keep records going back over two years for all employees (except those who have opted out of the 48 hour limit) showing that average working time is less than 48 hours per week as an average over consecutive 17 week periods.

1.4.2 The HSE is entitled to inspect the records the Company keeps at any time. Failure to keep adequate records is a *criminal offence* committed not only by the Company but also by individual Managers who have failed to ensure the keeping of adequate records within their own departments. Prosecutions can result in significant personal fines.

1.4.3 Accordingly, to ensure the Company complies with its obligations:

- (a) the time you spend in the office each day shall be automatically logged;
- (b) when you are away from the office on business or travelling on business you are required to make a note of the cumulative hours you work each day; and
- (c) employees who do not opt out of the regulations are required to complete time sheets detailing all working time, breaks and rest periods on daily basis.

1.4.4 In view of the requirement to keep accurate records, all employees are required to assist the Company in maintaining accurate records.

1.5 REGULATORY PROTECTION

1.5.1 The Regulations protect employees against any detriment imposed by the Company (or any of its Managers) on account of any:

- (a) refusal to exceed the limit on average weekly working time;

- (b) refusal to work when entitled to rest periods or breaks, or to forego annual leave.

1.5.2 Detriment can cover a wide range of discriminatory action such as denial of promotion, facilities or training opportunities that the Company would otherwise have offered or made available to you. However, a reduction in pay commensurate with a reduction in working time (in relation to those not consenting, where appropriate, to work more than 48 hours a week on average) will not constitute a detriment.

1.5.3 If you believe that you are the victim of any detrimental practice you must notify the HR Manager, your Manager, or a Manager of your choice, as soon as possible. You are reminded of the availability of the Grievance Procedure set out in Section 17 of this Employee Handbook.

2. SYSTEMS USAGE POLICY (INTERNAL AND EXTERNAL)

Please see the Company's separate Systems Usage Policy applicable to employees, contractors and others with access to Company systems.

3. SICKNESS ABSENCE POLICY AND PROCEDURES

3.1 SICKNESS ABSENCE INTRODUCTION

3.1.1 We are concerned for the general health and well-being of colleagues and recognise there will be times when they become ill and are unable to attend work. We do not expect anyone to come to work when they are clearly unfit to do so and wish to offer security of employment during such periods, subject to operational requirements.

3.2 REPORTING OF SICKNESS ABSENCE

3.2.1 When you are not well enough to attend work due to your own sickness or injury, you must follow the procedures below.

3.2.2 You must personally telephone your Manager by your normal starting time stating the reason for your absence, how long you expect to be absent and, where possible, your expected date of return to work. It is not acceptable to text your Manager and you should not leave a voicemail unless there is no one available to take your call. It is your responsibility to ensure your Manager receives any message that you do leave on voicemail or with a co-worker.

3.2.3 You must telephone your Manager personally every day whilst you are absent to keep us informed of your condition unless your illness is supported by a doctor's certificate, in which case you must telephone your Manager no later than the last working day prior to the expiry of your doctor's certificate to give us an update on your current situation/state of health and/or your expected date of return.

3.3 SICKNESS CERTIFICATION

3.3.1 If your absence lasts for 7 days or less (i.e., a total of 5 week days plus weekends), you must complete a self-certification form on your return to work,

certifying that you were unfit for work and the reason for your absence. It is not sufficient to give the reason for your absence as "sickness". On your return to work you must hand this form to your Manager, who will countersign it and return the self-certificate form to the HR Manager.

3.3.2 If your absence lasts for longer than 7 days (including weekends), you must on your return to work, complete a self-certification form (as above) and provide a medical certificate or certificates from your doctor to cover the full period of your absence (including the first 7 days). Medical certificates should be posted or delivered immediately upon receipt to the HR Manager and, in cases of continuing absence, no later than 48 hours after the expiry of a previous certificate.

3.3.3 In certain circumstances at the discretion of your Manager, the HR Manager or senior management, you may be required to produce a medical certificate for absences of 1-7 days (for example, if you have had repeated past absences).

3.4 CONDUCT DURING SICKNESS ABSENCE

3.4.1 If you have to take time off work due to sickness or injury, we expect you to do your utmost to ensure your speedy return to work. We expect you to act sensibly and honestly during any period of absence.

3.4.2 If you are absent from work due to sickness or injury, we expect you not to:

- undertake any other employment or work whether paid or unpaid. This would be a breach of your Contract of Employment and could result in disciplinary action, which may include instant dismissal;
- engage in any activity (including but not limited to sports, hobbies or social activities) which is in any way inconsistent with the illness or injury or which could aggravate the illness/injury or delay recovery.

3.5 LONG TERM ABSENCE

3.5.1 Absence in excess of 4 consecutive weeks arising from a medical condition, serious illness or injury is regarded as long term absence.

3.5.2 During long term absence you will still be required to submit medical certificates covering the entire period of your absence. In addition it is imperative that you keep your Manager informed of any progress you are making and any prognosis you receive.

3.5.3 A home visit may be arranged to offer you help and support and to assist us in planning for your continued absence. If your absence is considered long term, we may refer you to an Occupational Health Advisor for an opinion on your fitness for work and/or likely length of absence and/or if there are any adjustments we can make to your role to help facilitate your return to work. You will be expected to sign an Access to Medical Records form to allow us or an Occupational Health Advisor to obtain a medical report.

3.5.4 If through sickness or injury you are unable to return to your normal job, we will consider options for alternative employment, as far as this is reasonably

practicable. If you believe that you have a disability and that we could make adjustments to your job content, working conditions or environment which would facilitate your return to work, please raise these with the HR Manager and we will be happy to discuss these with you.

3.6 FAILURE TO FOLLOW PROCEDURES

3.6.1 Failure to comply with the above procedures may be regarded as a disciplinary matter and may also disqualify you from receiving Statutory Sick Pay ("**SSP**") and/or company sick pay.

3.7 RETURN TO WORK INTERVIEWS

3.7.1 If you:

- fail to follow the correct sickness procedure;
- have 3 periods of sickness absence of any duration within a 3 month rolling period;
- have an unacceptable pattern of absence, for example, regular Friday or Monday absence, or absences regularly occurring on a particular day of the week, absence after a Bank Holiday or before or after annual holiday; or
- have had more than 10 days' sickness absence in any rolling period of 12 months,

you will be required to attend an interview on your return to work with your Manager. Even if the above indicators do not apply, your Manager may require you to attend an interview on your return if deemed appropriate. The purpose of this interview is to discuss with you the reason for your absence and to ensure you are well enough to be back at work. We will also discuss any underlying problems you feel may be affecting your health and any support we can offer to help you to achieve regular and effective attendance.

3.7.2 If we are not satisfied you are fit enough to be back at work or that your sickness was genuine, we may require you to attend a medical with our Occupational Health Advisor or request a medical certificate (not a self certification form) from your own doctor. You will be asked to sign an Access to Medical Records form to allow the Occupational Health Advisor to receive a report from the nominated doctor.

3.7.3 If as a result of this medical report or any other investigation that may be carried out we conclude that you are not sufficiently fit to return to work, we may require you to take further sickness absence or agree with you and an Occupational Health Advisor a phased return to work programme. If we have reason to believe you have reported sick when you are fit to attend work, this will be considered a disciplinary matter that may result in disciplinary action, including dismissal without notice for gross misconduct.

3.8 SICK PAY

3.8.1 Provided you have completed 3 continuous months' employment with the Company, and provided you have complied with the Reporting and Certification requirements in Sections 3.2 and 3.3 above, the Company will continue to pay

you during any unavoidable absence through sickness or injury (whether continuous or intermittent) for up to 28 weeks during any 3 year period, with 4 weeks at full pay, 4 weeks at half pay, and the remaining 20 weeks at the statutory minimum SSP in place from time to time. Any payment made to you under this provision will include any SSP due from the Company. Sick pay will be reduced by the amount of any Social Security benefits recoverable by you (whether or not recovered) in respect of your illness or injury.

3.8.2 Any sick leave or sick pay is subject to you providing whatever medical evidence is reasonably requested to verify your illness and incapacity are genuine. the Company may request that you have a medical examination at any time and will seek your authorisation for the medical practitioner to disclose the results of such examination to the Company. No payment will be made if you are absent due to illness of another member of your family or household (unless payment is made under the provisions of another section of this Employee Handbook or you have been asked to stay away from work by the Company or by a doctor because of infectious disease). In such cases a medical certificate must be produced.

3.8.3 No payment will be made if your absence is connected with the effects of alcohol or recreational drugs, deliberate self-inflicted injury, sickness or injury arising from other employment work, or elective surgery or medical treatment (unless undertaken on medical advice).

3.8.4 Falsely claiming sick leave or pay and making false statements is considered gross misconduct and is likely to result in dismissal without notice.

4. **ATTENDANCE POLICY AND ABSENCE MANAGEMENT PROCEDURES**

4.1 **PURPOSE OF ATTENDANCE POLICY**

4.1.1 The Company is committed to providing clients with the highest standards of service delivery and regular attendance is essential to achieving this. We encourage regular attendance and will, if necessary, manage unacceptable levels of absence. Where attendance problems arise, we prefer to resolve these without recourse to a formal procedure if possible. However, circumstances may require formal steps to be taken.

4.1.2 The purpose of this Attendance Policy is to deal with unsatisfactory levels of absence and ensure any attendance problems are dealt with fairly, consistently and systematically. However, this Attendance Policy should not be seen as punitive; rather its main objective is to assist you in achieving and maintaining a high level of attendance at work.

4.2 **GENERAL PRINCIPLES OF ABSENCE MANAGEMENT PROCEDURES**

4.2.1 We retain the right to decide whether to implement the Absence Management Procedures in any given case and reserve the right in appropriate circumstances to depart from the Absence Management Procedures.

4.2.2 At every stage of the Absence Management Procedures you will have an opportunity to state your case by explaining the reason for your absences,

providing evidence (e.g., medical reports or certificates), and offering any mitigating circumstances.

4.2.3 At every stage of the Absence Management Procedures you have the right to be accompanied by a the Company colleague or a trade union representative or official. You do not have to avail yourself of this right.

4.2.4 You have the right to appeal against dismissal or other action taken under the Absence Management Procedures (with the exception of Stage 1) in the manner provided below.

4.2.5 The Absence Management Procedures below are not sequential and may be implemented at any stage if your level of attendance warrants it.

4.2.6 During your probationary period, if your level of attendance does not meet our standards (namely 5 or more working days sickness absence), we have the right to implement the Absence Management Procedures at Stage 4 (dismissal).

4.2.7 Details of absence records and comparative information (if relevant) about attendance levels will be considered at interviews. Interviews will be attended by the HR Manager whose role will be to take a note of the meeting. It will also be his/her responsibility to prepare warning letters and to monitor absence levels in the future. Decisions about whether or not to impose a warning or dismissal will be taken by your Manager.

4.2.8 If your level of attendance is still not up to the required standard at the end of the Absence Management Procedures, we reserve the right to implement the Absence Management Procedures at Stage 4 (dismissal). If you are dismissed as a result of sickness absence, you will usually receive notice or payment in lieu.

4.3 ABSENCE MANAGEMENT PROCEDURE STAGE 1 – INFORMAL ABSENCE REVIEW

4.3.1 If your level of attendance does not meet acceptable standards you will be interviewed by your immediate Manager or an appropriate person. You will be advised that this is Stage 1 of the Absence Management Procedures, told why the interview is necessary, and be given the opportunity to state your case. If appropriate, you will be given a formal oral warning that if your level of attendance does not improve to the required standard within a specified period, this may result in further action under the Absence Management Procedures, possibly including dismissal. You will be made aware of the improvement expected in your level of attendance and a record of the warning will be placed on your personnel file. The oral warning will be disregarded for attendance purposes after 6 months subject to you meeting a consistently satisfactory level of attendance.

4.4 ABSENCE MANAGEMENT PROCEDURE STAGE 2 – WRITTEN WARNING

4.4.1 If your level of attendance does not improve, or if your attendance is sufficiently unsatisfactory, you will be interviewed by your immediate Manager or an appropriate person and the nature of the complaint about your unsatisfactory

attendance will be explained. If your Manager believes it to be justified you will be given a written warning outlining the nature of the complaint and inform you that if your level of attendance does not improve during the period specified in the warning you may be dismissed. A copy of this warning will be placed on your personnel file but will be disregarded for attendance purposes after 12 months subject to you meeting a consistently satisfactory standard of attendance.

4.5 ABSENCE MANAGEMENT PROCEDURE STAGE 3 – FINAL WRITTEN WARNING

4.5.1 If your level of attendance is sufficiently unsatisfactory or if, following a first written warning, your level of attendance does not improve within the period specified, you will be interviewed by an appropriate senior Manager or other appropriate person who will decide on the action to be taken. You may be given a final written warning giving details of the complaint regarding your unsatisfactory attendance and warning you that further absence will result in dismissal. A copy of this warning will be placed on your personnel file but will be disregarded for attendance purposes after 12 months (although in exceptional cases the period may be longer or the final written warning may not be disregarded) subject to you meeting a satisfactory level of attendance.

4.6 ABSENCE MANAGEMENT PROCEDURE STAGE 4 – DISMISSAL

4.6.1 If you still fail to reach the required standards following a final written warning, you will normally be dismissed. The decision to dismiss will normally be taken by an appropriate senior Manager.

4.7 APPEALS FROM ABSENCE MANAGEMENT PROCEDURES

4.7.1 If you feel you have been unjustly treated, you may appeal in writing at and after Stage 2 of the Absence Management Procedures. Your appeal should be made in writing within 5 working days of the written warning, final written warning or dismissal. Your appeal should state the ground(s) on which the action should be reviewed. You should contact the HR Manager who will inform you of the appropriate person to whom the appeal should be made. The appeal will be considered by a senior Manager who is independent of the Absence Management Procedure previously conducted. The appeal will normally be held within 10 working days of receipt of your written grounds for appeal.

4.7.2 The form of the appeal will be at the discretion of the person conducting it and will depend on the penalty which is the subject of the appeal. An appeal against any penalty other than dismissal will usually involve a review of all the relevant documentation including your grounds for appeal and may involve a further hearing. An appeal against dismissal will usually involve a further hearing to be attended by you and by the Manager who made the decision to dismiss.

4.7.3 You have the right to be accompanied at any appeal hearing by a Company colleague or a trade union representative or official and will be given the opportunity to state your case. A representative of the Company will be present at the appeal or other arrangements will be made to keep a record of proceedings. At the appeal any penalty imposed under the Absence Management Procedures will be reviewed but it cannot be increased.

4.7.4 The outcome of the appeal will be relayed to you in writing as soon as possible after the appeal has been held. Where an appeal against dismissal fails, the effective date of termination of employment will be the date on which you were originally dismissed. There will be no further right of appeal.

5. MATERNITY POLICY

5.1 STATUTORY ENTITLEMENTS AND DEFINITIONS

5.1.1 The Company offers maternity benefits and leave in line with the statutory maternity entitlements. If those entitlements change, the Company benefits and leave will be considered changed regardless of an update to this Employee Handbook.

5.1.2 For the purposes of this Maternity Policy, a week begins on a Sunday.

5.2 TIME OFF FOR ANTENATAL CARE

5.2.1 You are entitled to take reasonable time off during your normal working hours to receive antenatal care, although wherever possible you should arrange your appointments at the start or end of your working day. Antenatal care includes appointments with your doctor, midwife, hospital clinics and any other appointments made on the advice of a doctor, midwife or health visitor.

5.2.2 You should advise your Manager that you will be absent as far in advance of your appointment as possible and you may be asked to produce your appointment card. There will be no deduction from salary for attendance at authorised antenatal appointments.

5.3 LENGTH OF MATERNITY LEAVE

Ordinary maternity leave

5.3.1 You are entitled to a 26 week period of ordinary maternity leave irrespective of your length of service or the number of hours you work each week.

Additional maternity leave

5.3.2 You are entitled to an additional 26 week period of additional maternity leave commencing immediately following your ordinary maternity leave, irrespective of length of service or the number of hours you work each week. This means you will have an entitlement to 52 weeks' leave in total.

5.4 START OF MATERNITY LEAVE

5.4.1 You can choose to start your maternity leave at any time after the beginning of the 11th week before the expected week of childbirth ("**EW**C"), provided you have given the required notice to the Company (see Section 5.5 below).

5.4.2 The only exceptions to the foregoing are:

- if you are absent for a pregnancy-related reason at any time after the beginning of the 4th week before the EWC, your maternity leave will start on the first day after your absence, unless we agree to delay it;
- if your child is born before you intended to start your maternity leave, your maternity leave starts on the day after your child is born.

5.4.3 If you decide to continue working after the start of the 4th week before the EWC, in the interests of your own health and safety, you will be asked to obtain your doctor's confirmation of continuing fitness for work. A doctor's certificate confirming this should be submitted to your Manager.

5.5 NOTIFICATION OF MATERNITY LEAVE

Employee notice

5.5.1 By the end of the 15th week before the EWC or, if this is not possible, as soon as you can, you must notify the Company in writing that you are pregnant, the date on which you want your maternity leave to start, and the EWC. Such notification is required before the Company can start paying you Statutory Maternity Pay ("**SMP**").

5.5.2 You should also make sure you obtain a Form MAT B1 signed by your doctor/midwife and send this to the Company with your notification form or as soon as possible thereafter.

5.5.3 If maternity leave has not started at the time your child is born, it will start on the day after the birth. In such circumstances, you must notify the Company as soon as you can of the birth.

5.5.4 Once you have given notice to the Company you may only delay the start date of your maternity leave by giving 28 days' written notice before the date previously notified. If you wish to bring the start date forward, you must notify the Company in writing 28 days before the new start date.

Company notice

5.5.5 Within 28 days of receipt of your notice of maternity leave, the Company will write to you to confirm your leave entitlement and identify the date by which you must return to work.

5.6 STATUTORY MATERNITY PAY (SMP)

Qualification for SMP

5.6.1 To qualify for SMP, you must have at least 26 weeks' service by the 15th week before the EWC and must satisfy a minimum earnings requirement (meaning that during the eight-week period ending immediately before the 14th week before the EWC your average weekly earnings are not less than the lower earnings limit set by the government, being £118 in 2019-2020). SMP is payable whether or not you intend to return to work and is not repayable if you do not return.

5.6.2 To claim SMP you must give at least 28 days' written notice to the Company of your intention to take maternity leave. If you are unable for good reasons to give 28 days' notice you should give as much notice as you can.

5.6.3 SMP is payable for a maximum period of 39 weeks and is only payable if you are absent from work (except where you are simply keeping in touch in accordance with Section 5.8.3, below). The first week of your SMP period is the week after you finish work and start maternity leave, provided this is no earlier than the beginning of the 11th week before the EWC. In most cases, therefore, SMP will start from the Sunday after you finish work. If you give birth early (before you have finished work) or maternity leave is triggered by illness during the last 4 weeks before the EWC, SMP will start on the following day.

5.6.4 The exact amount of SMP that you are entitled to receive will vary depending upon your salary and the amount of maternity leave you take. As a general rule you can expect to receive 90% of your regular salary for 6 weeks, followed by the lower statutory rate for up to 33 weeks (the rate from 11 April 2019 is £148.60 or 90% of average weekly earnings, if less).

5.6.5 SMP will be paid into your bank account on the same date that your salary would have been payable and will be subject to deductions for tax and National Insurance and pension contributions, if applicable, in the usual way.

5.6.6 You will still be eligible for SMP if you leave employment for any reason after the start of the qualifying week, which is the fifteenth week before the EWC, (for example, if you resign or are made redundant). In such cases, if your maternity leave has not already begun, SMP shall start to accrue in whichever is the later of:

- the week following the week in which employment ends; or
- the eleventh week before the EWC.

Maternity Allowance

5.6.7 If you do not qualify for SMP, you may be entitled to claim Maternity Allowance. This is payable to you direct by your local Jobcentre Plus Office. Further advice and a form for claiming Maternity Allowance is available from Jobcentre Plus or social security offices.

5.7 CONTRACT OF EMPLOYMENT DURING MATERNITY LEAVE

Continuity of employment

5.7.1 For the purpose of statutory employment rights, your continuity of employment is not broken by ordinary or additional maternity leave. This means that the full period of your maternity leave will count for calculating continuous employment.

5.7.2 Your Contract of Employment will continue during ordinary and additional maternity leave as specified below, although you will not be obliged to work and the Company will not be obliged to provide you with work. Your contractual rights/obligations will depend on whether you are absent on ordinary or additional maternity leave.

Terms and conditions during Ordinary and Additional Maternity Leave

5.7.3 Whilst you are absent on ordinary maternity leave and additional maternity leave, all terms and conditions of your employment remain in force, except for the terms relating to pay. In particular, you must abide by the Company's policies and procedures and, provided you have given the required notice as detailed above, you will be entitled to the following:

- you will continue to accrue your normal contractual holiday entitlement including bank holidays. If the holiday year is due to end during your absence on maternity leave, you should try to ensure that you have taken your full year's entitlement before your maternity leave starts.
- other contractual benefits (with the exception of your salary/remuneration entitlement) will also be continued; and
- pension benefits will continue (see Section 5.7.4, below).

5.7.4 During ordinary maternity leave and any further period of paid maternity leave we shall continue to make the core 5% employer contributions that we usually make into the Group SIPP, based on what your earnings would have been if you had not been on maternity leave. In addition, provided that you continue to make contributions based on the maternity pay you are receiving, we shall continue to make additional matching contributions up to an additional 5% of base salary, such that the maximum total contribution is up to 10% of base salary. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact the HR Manager. During unpaid additional maternity leave we shall not make any payments into the Group SIPP. You do not have to make any contributions but you may do so if you wish, or you may make up for missed contributions at a later date.

5.8 KEEPING IN TOUCH DURING MATERNITY LEAVE

5.8.1 Shortly before your maternity leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact during your leave.

5.8.2 The Company may make reasonable contact with you from time to time during your maternity leave, for example, to discuss your plans for returning to work or to update you on developments at work during your absence. The purpose of reasonable contact is to encourage communication between you and the Company.

5.8.3 Except during the first two weeks after childbirth, you can agree to work for the Company (or to attend training) for up to 10 days during either ordinary maternity leave or additional maternity leave without that work bringing the period of maternity leave to an end and without loss of SMP. These are known as "keeping in touch" days. Any work carried out on any "keeping-in-touch" days will not extend the period of maternity leave. We may suggest the use of "keeping in touch" days as a way of updating you on any changes that may have occurred whilst you were on maternity leave or to provide any necessary training.

5.8.4 You are not required to carry out any work during your maternity leave and there is no obligation on either you or the Company to make use of the keeping in touch days, but any work undertaken, including the amount of salary to be paid on keeping in touch days, is a matter of agreement between you and the Company.

5.9 RETURNING TO WORK FOLLOWING MATERNITY LEAVE

Notification requirements

5.9.1 If you return to work at the end of your additional maternity leave period you do not need to notify the Company in advance of the date of your return, but it would be helpful if you could give the Company as much notice as you can.

5.9.2 If you wish to return to work from maternity leave earlier than the end of additional maternity leave or as previously agreed, you must provide 8 weeks' advance notice of the date on which you want to return. Written notice is preferred. If you do not give the required notice, the Company may postpone your return to allow for the required notice. The Company may only postpone the return date to the end of the additional maternity leave period and if the Company decides to do so, it will inform you in writing.

Deciding not to return

5.9.3 If you intend not to return to work following your maternity leave, or are unsure, it is helpful if you discuss this with your manager or the HR Manager as soon as possible. If you decide not to return, please notify the Company in writing immediately. This will be treated as a resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period. Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement. This will not affect your right to receive SMP.

Compulsory leave period

5.9.4 You will not be allowed to return to work within two weeks immediately following the birth of your child.

Arrangements for return to work

5.9.5 You are entitled to return to the same job at the end of your ordinary maternity leave period, and to return to the same job unless it is not reasonably practicable at the end of your additional leave period (in which case you are entitled to return to one which is suitable and appropriate on terms and conditions that are not less favourable).

5.9.6 Please note, if you are seeking to return to work part time or on flexible hours, you will be required to make a formal application under the Company's Flexible Working Policy (see [Section 20](#)) at least 12 weeks in advance of your return to work in order for your request to be considered.

Returning Late

5.9.7 If you wish to return later than the end of the period of additional maternity leave, you should either:

- request unpaid parental leave in accordance with our Parental Leave Policy (see [Section 8](#)), giving us as much notice as possible but not less than 21 days; or
- request paid annual leave in accordance with your contract, which will be at our discretion; or
- if you are unable to return to work due to sickness or injury, this will be treated as sickness absence and the Company's normal rules on sick leave will apply (see [Section 3](#))

In any other case, late return will be treated as unauthorised absence.

5.10 HEALTH AND SAFETY

5.10.1 The Company will carry out an assessment of the job risks to any employee who is pregnant, a new mother or breast feeding. Therefore, you should advise your Manager as soon as possible if you are pregnant, have given birth in the last 6 months, or are breast feeding to allow adequate protection to be provided to you.

5.10.2 If your job is identified as carrying any risk for you or your unborn, newborn or breast feeding child, you will be notified immediately and arrangements will be made to remove you from those risks. This may mean that your working conditions are altered or that you are offered another more suitable job for the duration of your pregnancy, new mother or breast feeding status. If neither of these options is possible, the Company is obliged to suspend you on full pay until you are no longer at risk.

5.10.3 If you have any concerns about your own health and safety at any time, you should speak to your Manager immediately.

6. **PATERNITY POLICY**

6.1 SCOPE OF AND QUALIFICATION FOR PATERNITY LEAVE

6.1.1 Certain employees can take paternity leave in relation to the birth or adoption of a child. However, in adoption cases paternity leave is not available to an employee who decides to take adoption leave. Further details of adoption leave are set out in our Adoption Policy (see [Section 7](#)).

6.1.2 You will have the right to ordinary paternity ("**OPL**") leave if you meet all the following conditions:

- (a) You have been continuously employed by the Company for at least 26 weeks ending with:
 - in birth cases, the week immediately before the 14th week before the EWC (as defined in [Section 5.4.1](#)).

- in adoption cases, the week in which you or your Partner are notified by an adoption agency that you/they have been matched with a child.

(b) You:

- are the biological father of the child; or
- have been matched with a child by an adoption agency; and
- are the spouse, civil partner or Partner of the child's mother; or
- are the spouse, civil partner or Partner of someone who has been matched with a child by an adoption agency.

(c) You:

- expect to have main responsibility (with the child's mother, co-adopter or adopter) for the child's upbringing; or
- are the child's biological father and you expect to have some responsibility for the child's upbringing.

(d) Your intended leave is for the purpose of caring for the child, or supporting the child's mother, adopter or co-adopter in caring for the child.

6.1.3 If your baby is due on or after 3 April 2011 or you are notified of having been matched for adoption on or after 3 April 2011, you are entitled to additional paternity leave ("**APL**") if, in addition to the conditions in Section 6.1.2 above:

- (a) you remain employed by us until the week before the first week of your APL;
- (b) the child's mother or your co-adopter, as the case may be, has been entitled to statutory leave:
 - in birth cases, the child's mother has been entitled to maternity leave, statutory maternity pay or maternity allowance in respect of her pregnancy, or
 - in adoption cases, the child's adopter has been entitled to one or both of adoption leave or statutory adoption pay in respect of the child's adoption; and
- (c) the child's mother or your co-adopter, as the case may be, has returned to work.

**Note: A partner is someone (whether of a different sex or the same sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle*

6.2 LENGTH OF PATERNITY LEAVE

6.2.1 OPL must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments, either as odd days or two separate weeks.

6.2.2 OPL can be taken from the date of the child's birth or adoption placement, but must end:

- in birth cases, within 56 days of the child's birth, or if they were born before the first day of the EWC, within 56 days of the first day of the EWC.
- in adoption cases, within 56 days of the child's placement.

6.2.3 APL must be taken as multiples of complete weeks and as one period. The minimum amount of APL that can be taken is two weeks and the maximum is 26 weeks.

6.2.4 APL must be taken in the period beginning 20 weeks after the child's date of birth, or adoption placement, and ending 12 months after that date of birth or adoption.

6.2.5 You can take only one period of OPL and APL even if more than one baby is born as a result of the same pregnancy or more than one child is placed for adoption .

6.3 NOTIFICATION REQUIREMENTS

Notification (birth)

6.3.1 If you wish to take OPL in relation to a child's birth, you must give us notice in writing before the 14th week prior to the EWC (or, if this is not possible, as soon as you can) of your intention to do so and confirm:

- the EWC;
- whether you intend to take one week's leave or two consecutive weeks' leave; and
- when you would like to start your leave. You can state that your leave will start on:
 - (i) the day of the child's birth;
 - (ii) a day which is a specified number of days after the child's birth; or
 - (iii) a specific date later than the first day of the EWC.

6.3.2 We may require a signed declaration from you that you are taking OPL for a purpose for which it is intended; namely, to care for the child or to support the child's mother in caring for the child.

6.3.3 If you wish to take APL in relation to a child's birth, you must provide us with the following at least eight weeks before the date on which you would like to start your leave:

- A written "leave notice" stating:
 - (i) the EWC;

- (ii) the child's date of birth; and
 - (iii) the dates on which you would like your APL to start and finish.
- A signed "employee declaration" confirming that:
 - (i) you are **either** the child's father **or** that you are the spouse, Partner or civil partner of the child's mother;
 - (ii) apart from the child's mother, you have or expect to have the main responsibility for the upbringing of the child; and
 - (iii) you wish to take APL in order to care for the child.
- A written "mother declaration" from the child's mother stating:
 - (i) her name, address and National Insurance number;
 - (ii) the date she intends to return to work;
 - (iii) your relationship with the child;
 - (iv) that, to her knowledge, you are the only person exercising an entitlement to APL in respect of the child; and
 - (v) that she consents to us processing the information she has provided.

6.3.4 We will write to you to confirm the start and finish dates of your APL within 28 days of receiving your leave notice, your employee declaration and the child's mother's declaration. We may require you to provide a copy of the child's birth certificate and the name and address of the mother's employer or, if she is self-employed, her business address.

Notification (adoption)

6.3.5 If you wish to take OPL in relation to the adoption of a child, you must give us notice in writing no more than seven days after you and/or your spouse, civil partner or Partner are notified of having been matched with the child (or, if this is not possible, as soon as you can) of your intention to do so and confirm:

- the date on which you and/or your spouse, civil partner or Partner were notified of having been matched with the child, together with the expected placement date;
- whether you intend to take one week's leave or two consecutive weeks' leave; and
- when you would like to start your leave. You can state that your leave will start on:
 - (i) the day on which the child is placed with you or the adopter;

(ii) a day which is a specified number of days after the child's placement; or

(iii) a specific date later than the expected placement date.

6.3.6 We may require a signed declaration from you that you are taking OPL for a purpose for which it is intended; namely, to care for the child or to support your spouse, civil partner or Partner in caring for the child.

6.3.7 If you wish to take APL following a child's adoption, you must provide us with the following at least eight weeks before the date on which you would like to start your leave:

- A written "leave notice" stating:
 - (i) the date on which you were notified that you had been matched with the child;
 - (ii) the date on which the child was placed with you; and
 - (iii) the dates on which you would like your APL to start and finish.
- A signed "employee declaration" confirming that:
 - (i) you have been matched for adoption with the child;
 - (ii) you are either the spouse, Partner or civil partner of the child's co-adopter; and
 - (iii) you wish to take APL in order to care for the child.
- A written "adopter declaration" from the child's adopter stating:
 - (i) their name, address and National Insurance number;
 - (ii) the date they intend to return to work;
 - (iii) that you are their spouse, Partner or civil partner; and
 - (iv) that they consent to us processing the information they have provided.

6.3.8 We will write to you to confirm the start and finish dates of your APL within 28 days of receiving your leave notice, your employee declaration and the adopter's declaration.

6.3.9 We may require you to provide the following:

- the name and address of the adopter's employer or, if they are self-employed, their business address;
- documentary evidence issued by the adoption agency that matched you with the child which confirms:
- the name and address of the adoption agency;

- the date on which you were notified that you had been matched with the child; and
- the date on which the agency expected to place the child with you.

6.4 CHANGING THE DATES OF OPL AND APL

6.4.1 Where you are to take OPL in respect of a child's birth, you can give us written notice to vary the start date of your leave from that which you originally specified. This notice should be given:

- where you wish to vary your leave to start on the day of the child's birth, at least 28 days before the first day of the EWC.
- where you wish to vary your leave to start a specified number of days after the child's birth, at least 28 days (minus the specified number of days) before the first day of the EWC.
- where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date.

6.4.2 Where you are to take OPL in respect of a child's adoption, you can give us written notice to vary the start date of your leave from that which you originally specified. This notice should be given:

- where you wish to vary your leave to start on the day that the child is placed with you or the adopter, at least 28 days before the expected placement date.
- where you wish to vary your leave to start a specified number of days after the child's placement, at least 28 days (minus the specified number of days) before the expected placement date.
- where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date.

6.4.3 If you are unable to give us 28 days' written notice of the wish to vary the start of your leave as set out above, you should give us written notice of the change as soon as you can.

6.4.4 Where you are to take APL, following either the birth or adoption of a child, you are entitled to give us written notice to cancel or vary the start and/or finish dates that you previously notified to us. You need to do this:

- at least six weeks before the date you originally told us was the date on which you wanted to start your APL; or
- if you want to start your APL earlier than that original start date, at least six weeks before the date on which you now wish your APL to start.

6.4.5 If you are unable to give six weeks' notice you should give us written notice of your wishes as soon as possible. However, in these circumstances, if we are unable to accommodate your request we may require you to take a period of APL of up to six weeks starting on either your original or revised start date. If you wish to discuss varying or cancelling your APL in these circumstances you should speak to the HR Manager.

6.5 CONTRACT OF EMPLOYMENT DURING PATERNITY LEAVE

6.5.1 All the terms and conditions of your employment remain in force during OPL and APL, except for the terms relating to pay. In particular:

- benefits in kind shall continue;
- annual leave entitlement under your contract shall continue to accrue (see [Section 6.5.2](#)); and
- pension benefits shall continue (see [Section 6.5.3](#)).

Annual leave

6.5.2 During OPL and APL, annual leave will accrue at the rate provided under your contract. If the holiday year is due to end during your absence on paternity leave, you should try to ensure that you have taken your full year's entitlement before your paternity leave starts.

Pensions

6.5.3 During OPL and paid APL we shall continue to make the core 5% employer contributions that we usually make into the Group SIPP, based on what your earnings would have been if you had not been on paternity leave. In addition, provided that you continue to make contributions based on the paternity pay you are receiving, we shall continue to make additional matching contributions up to an additional 5% of base salary, such that the maximum total contribution is up to 10% of base salary. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact the HR Manager. During unpaid APL we shall not make any payments into the Group SIPP. You do not have to make any contributions but you may do so if you wish, or you may make up for missed contributions at a later date.

6.6 KEEPING IN TOUCH DURING PATERNITY LEAVE

6.6.1 We may make reasonable contact with you from time to time during your APL. You may work (including attending training) for up to ten days during APL without bringing your paternity leave or your ASPP to an end. The arrangements, including pay, would be set by agreement with your line manager or the HR Manager. You are not obliged to undertake any such work during paternity leave.

6.6.2 Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements on your return. This may cover any changes that have occurred during your absence, any training needs you might have and any changes to working arrangements (for example, that you may have requested come into effect on your return).

6.7 RETURNING TO WORK

6.7.1 You are normally entitled to return to work following either OPL or APL to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent. However, if you have combined your OPL or APL with a period of:

- additional maternity leave;
- additional adoption leave; or
- parental leave of more than four weeks,

and it is not reasonably practicable for you to return to the same job, we will offer you a suitable and appropriate alternative position.

6.7.2 If you wish to return early from APL, you must give us at least six weeks' prior notice. Your ability to do so is subject to the matters set out in Section 6.4. If you wish to postpone your return from APL, you should either:

- request unpaid parental leave in accordance with our Parental Leave Policy in Section 8, giving us as much notice as possible but not less than 21 days; or
- request paid annual leave in accordance with your contract, which will be at our discretion.

6.7.3 If you are unable to return to work from APL as expected due to sickness or injury, this will be treated as sickness absence in accordance with the Sick Leave Policy in Section 3.

6.7.4 In any other case, a late return will be treated as unauthorised absence.

6.7.5 We will deal with any requests by employees to change their working patterns (such as working part-time) after paternity leave on a case-by-case basis, in accordance with our Flexible Working Policy in Section 20. We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business. It is helpful if requests are made as early as possible.

6.7.6 If you intend not to return to work following your paternity leave, or are unsure, it is helpful if you discuss this with your manager or the HR Manager as soon as possible. If you decide not to return, please notify the Company in writing immediately. This will be treated as a resignation in accordance with your contract. The amount of paternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period. Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement. This will not affect your right to receive SPP.

6.8 **STATUTORY PATERNITY PAY (SPP)**

6.8.1 In this Section, **Relevant Period** means:

- in birth cases, the eight-week period ending immediately before the 14th week before the EWC.
- in adoption cases, the eight-week period ending immediately before the week in which you or your spouse, civil partner or Partner were notified of being matched with the child.

6.8.2 If you take OPL in accordance with this policy, you will be entitled to ordinary statutory paternity pay (**OSPP**) if, during the Relevant Period, your average weekly earnings are not less than the lower earnings limit set by the government (£118 in 2019-2020).

6.8.3 If you take APL in accordance with this policy, you may be entitled to additional statutory paternity pay (**ASPP**). Whether and, if so, for how long you may be entitled to ASPP will depend on:

- your average weekly earnings being not less than the lower earnings limit set by the government during the Relevant Period; and
- the child's mother or your co-adopter, as the case may be, having returned to work without having taken at least two weeks of their maternity allowance, maternity pay or adoption pay period. Your entitlement to ASPP will equate to the number of weeks of unexpired maternity allowance, maternity pay or adoption pay that remained when the child's mother or your co-adopter returned to work.

6.8.4 OSPP and ASPP are paid at a prescribed rate which is set by the government for the relevant tax year (£148.68 from 11 April 2019), or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower.

7. **ADOPTION POLICY**

7.1 **SCOPE OF AND QUALIFICATION FOR ADOPTION LEAVE**

7.1.1 Adoption leave is time off work in order to care for your newly adopted child. In order to qualify you must be newly matched with a child for adoption by an approved UK or overseas adoption agency (for overseas adoptions, see [Section 7.10](#)). Adoption leave and pay is not available in circumstances where a child is not newly matched for adoption, for example where a step parent is adopting a partner's child.

7.1.2 Only one adoptive parent can take adoption leave. The couple may choose which one takes adoption leave and the other may take paternity leave (see [Section 6](#)).

7.1.3 You have the right to adoption leave if you:

- are an employee;
- an adoption agency has given you written notice that it has matched you with a child for adoption and tells you the expected placement date;
- have been matched with a child by a UK adoption agency; and
- have notified the agency that you agree the child should be placed with you.

7.2 **LENGTH OF ADOPTION LEAVE**

7.2.1 Adoption leave is similar to maternity leave. Eligible employees (as specified above) will be entitled to:

- 26 weeks' ordinary adoption leave; and
- 26 weeks' additional adoption leave.

7.3 START OF ADOPTION LEAVE

7.3.1 You can choose to start your adoption leave:

- on the date the child is placed with you for adoption; or
- on a predetermined date no more than 14 days before the date the child is expected to be placed with you for adoption (and no later than the date of placement).

7.3.2 You can postpone your intended start date by informing us in writing at least 28 days before the original date or, if that is not possible, as soon as you can.

7.3.3 You can bring forward your intended start date by informing us in writing at least 28 days before the new start date or, if that is not possible, as soon as you can.

7.4 DISRUPTION OF ADOPTION

7.4.1 If you begin a period of adoption leave before the placement of the child and are then told that the placement will not be made, or if during adoption leave the child dies or returns to the adoption agency, then your leave will normally finish 8 weeks after the end of the week in which the disruption takes place, unless your entitlement to adoption leave and/or pay would have ended earlier in the normal course of events.

7.5 NOTIFICATION REQUIREMENTS

7.5.1 Within 7 days of the date you are notified of having been matched with a child or, if that is not reasonably practicable, as soon as is reasonably practicable, you must notify the Company in writing that you intend to take adoption leave, the date the child is expected to be placed for adoption with you, and the date you intend to start your adoption leave.

7.5.2 At least 28 days before the date you intend to start adoption leave, (or, if this is not possible, as soon as you can), you must also provide us with a Matching Certificate from the adoption agency confirming:

- the agency's name and address;
- the name and date of birth of the child;
- the date you were notified of the match;
- the expected placement date; and
- written confirmation that you intend to take statutory adoption pay and not statutory paternity pay.

7.5.3 Once you have provided the required notice, we will write to you within 28 days to inform you of the date we will expect you to return to work if you take our full entitlement to adoption leave.

7.6 **STATUTORY ADOPTION PAY (SAP) FOR ADOPTION LEAVE**

7.6.1 Statutory adoption pay (**SAP**) is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted. You are entitled to SAP if:

- you have been continuously employed for at least 26 weeks at the end of the week in which you are notified by the agency of having been matched with a child (the "**Qualifying Week**"); and are still employed by us during that week;
- your average weekly earnings during the eight weeks ending with the Qualifying Week (the **Relevant Period**) are not less than the lower earnings limit set by the Government (£118 for 2019-2020); and
- you have given us the relevant notifications under Section 7.5.

7.6.2 SAP is paid at the same rate and in the same way as the lower SMP rate which is set by the Government for the relevant tax year (the rate for 2017-18 is £148.68) or at 90% of your average weekly earnings if less. Income Tax, National Insurance and pension contributions shall be deducted as appropriate.

7.6.3 If you leave employment for any reason you shall still be eligible for SAP if you have already been notified by an agency that you have been matched with a child. In such cases, SAP shall start:

- 14 days before the expected placement date; or
- the day after your employment ends,

whichever is the later.

7.7 **CONTRACT OF EMPLOYMENT DURING ADOPTION LEAVE**

7.7.1 Whilst you are absent on ordinary adoption leave and additional adoption leave, all terms and conditions of your employment remain in force, except for the terms relating to pay. In particular, you must abide by the Company's policies and procedures and, provided you have given the required notice as detailed above, you will be entitled to the following:

- you will continue to accrue your normal contractual holiday entitlement including bank holidays. If the holiday year is due to end during your absence on adoption leave, you should try to ensure that you have taken your full year's entitlement before your adoption leave starts.
- other contractual benefits (with the exception of your salary/remuneration entitlement) will also be continued; and
- pension benefits will continue (see Section 7.7.2, below).

7.7.2 During ordinary adoption leave and any further period of paid adoption leave we shall continue to make the core 5% employer contributions that we usually make into the Group SIPP, based on what your earnings would have been if you had not been on adoption leave. In addition, provided that you continue to make contributions based on the adoption pay you are receiving, we shall continue to make additional matching contributions up to an additional 5% of base salary, such that the maximum total contribution is up to 10% of base salary. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact the HR Manager. During unpaid additional adoption leave we shall not make any payments into the Group SIPP. You do not have to make any contributions but you may do so if you wish, or you may make up for missed contributions at a later date.

7.8 KEEPING IN TOUCH DURING ADOPTION LEAVE

7.8.1 Shortly before your adoption leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact during your leave.

7.8.2 The Company may make reasonable contact with you from time to time during your adoption leave, for example, to discuss your plans for returning to work or to update you on developments at work during your absence. The purpose of reasonable contact is to encourage communication between you and the Company.

7.8.3 You can agree to work for the Company (or to attend training) for up to 10 days during either ordinary adoption leave or additional adoption leave without that work bringing the period of adoption leave to an end and without loss of SAP. These are known as “keeping-in-touch” days. Any work carried out on any “keeping-in-touch” days will not extend the period of adoption leave. We may suggest the use of keeping-in-touch days as a way of updating you on any changes which may have occurred whilst you were on adoption leave and to provide you with any necessary training.

7.8.4 You are not required to carry out any work during your adoption leave and there is no obligation on either you or the Company to make use of the keeping-in-touch days, but any work undertaken, including the amount of salary to be paid for any work done on keeping-in-touch days, is a matter of agreement between you and the Company.

7.9 RETURNING TO WORK FOLLOWING ADOPTION LEAVE

Arrangements for return to work

7.9.1 You are entitled to return to the same job at the end of your ordinary adoption leave period, and to return to the same job unless it is not reasonably practicable at the end of your additional adoption leave period (in which case you are entitled to return to one which is suitable and appropriate on terms and conditions that are not less favourable).

7.9.2 Please note, if you are seeking to return to work part time or on flexible hours, you will be required to make a formal application under the Company’s Flexible Working Policy (see Section 20) at least 12 weeks in advance of your return to work in order for your request to be considered.

Notification requirements

7.9.3 If you return to work at the end of your additional adoption leave period you do not need to notify the Company in advance of the date of your return, but it would be helpful if you could give the Company as much notice as you can.

7.9.4 If you wish to return to work from adoption leave earlier than previously agreed, you must provide 8 weeks' advance notice of the date on which you want to return. Written notice is preferred. If you do not give the required notice, the Company may postpone your return to allow for the required notice. the Company may only postpone the return date to the end of the adoption leave period and if the Company decides to do so, it will inform you in writing.

Deciding not to return

7.9.5 If you intend not to return to work following your adoption leave, or are unsure, it is helpful if you discuss this with your manager or the HR Manager as soon as possible. If you decide not to return, please notify the Company in writing immediately. This will be treated as a resignation in accordance with your contract. The amount of adoption leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period. Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement. This will not affect your right to receive SAP.

Returning Late

7.9.6 If you wish to return later than the end of the period of additional adoption leave, you should either:

- request unpaid parental leave in accordance with our Parental Leave Policy (see Section 8), giving us as much notice as possible but not less than 21 days; or
- request paid annual leave in accordance with your contract, which will be at our discretion; or
- if you are unable to return to work due to sickness or injury, this will be treated as sickness absence and the Company's normal rules on sick leave will apply (see Section 3)

In any other case, late return will be treated as unauthorised absence.

7.10 OVERSEAS ADOPTIONS

7.10.1 If you are adopting a child from overseas, this Adoption Policy will apply subject to the modifications set out in this Section 7.10.

7.10.2 You must have received notification that the adoption has been approved by the relevant UK authority ("**Official Notification**").

7.10.3 You must notify the Company in writing as early as possible, but in any case within 28 days of receiving Official Notification (or, if you have less than 26 weeks' employment with us at the date of Official Notification, within 30 weeks of starting employment), that you intend to take adoption leave, the date you

received Official Notification, and the date the child is expected to arrive in Great Britain.

7.10.4 You must also give the Company at least 28 days' notice in writing of the date you intend to start your adoption leave. This can be the date the child arrives in Great Britain or a predetermined date no more than 28 days after the child's arrival in Great Britain.

7.10.5 Within 28 days of the child arriving in Great Britain you must also notify the Company of that date.

7.10.6 the Company may ask for a copy of the Official Notification and evidence of the date the child arrived in Great Britain.

8. PARENTAL LEAVE POLICY

8.1 SCOPE OF AND QUALIFICATION FOR PARENTAL LEAVE

8.1.1 Parental leave is time off work to look after your eligible child or to make arrangements for the good of your eligible child.

8.1.2 An "**eligible child**" is one who is (under 18 years old and for whom you have responsibility. You have responsibility for a child if you are the child's biological mother or father (whether or not you are living with the child), you are the child's adoptive parent or you otherwise have legal parental responsibility for the child, for example, if you are the child's guardian, or a step-parent who has a parental responsibility agreement or parental responsibility order.

8.1.3 You will have the right to parental leave if you are an employee with one year's continuous employment and have an eligible child as specified above.

8.2 LENGTH OF PARENTAL LEAVE

8.2.1 18 weeks' unpaid parental leave is available for an eligible child as specified above.

8.2.2 A maximum of 4 weeks' parental leave can be taken each calendar year with respect to a child who is an eligible child at the time of leave.

8.2.3 Parental leave should be taken in blocks of one week. If you choose to take your leave in blocks of less than one week, a full week will be deducted from your entitlement.

8.2.4 Parental leave may be taken in blocks of one day or more with respect to an eligible child who is disabled.

8.2.5 Any parental leave that you have taken in relation to a child while working for another employer counts towards your 18 week entitlement. If you have taken parental leave in relation to a child during previous or concurrent employment, you should provide details to the HR Manager.

8.3 NOTIFICATION REQUIREMENTS

8.3.1 You must give at least 21 days' written notice of any parental leave you want to take, specifying the exact dates.

8.3.2 If you wish to take parental leave commencing immediately on the birth of a child, you must give notice of this intention at least 21 days before the start of the expected week of childbirth. The notice must specify the EWC (as defined in Section 5.4.1) and the duration of the period of leave required.

8.3.3 If you wish to take parental leave commencing immediately on the adoption of a child, you should give notice of this intention at least 21 days before the start of the expected week of placement. If this is not possible, you must give as much notice as you can. The notice must specify the expected week of placement and the duration of the period of leave required.

8.3.4 If you wish to take a period of parental leave immediately after a period of ordinary paternity leave, it would be helpful if you could give the HR Manager notice of that intention at least 21 days before the start of the expected week of childbirth or placement. If this is not possible, you should give as much notice as you can. If you do not give notice at least seven days before your period of ordinary paternity leave starts, we might not allow you to take the period of parental leave requested. However, we shall consider each case on its merits.

8.3.5 The timing of parental leave taken is at the discretion of your Manager and may be postponed (except for prospective fathers and prospective adoptive parents) if it would cause undue disruption to the business. Any such postponement will be explained to you.

8.4 CONTRACT OF EMPLOYMENT DURING PARENTAL LEAVE

8.4.1 Parental leave under this policy is unpaid. Your contractual provisions relating to pay and benefits are suspended during parental leave. However, during parental leave you are entitled to benefit from any contractual terms you have in relation to being given notice, redundancy compensation and disciplinary and grievance procedures.

8.4.2 During parental leave you will remain bound by your obligation of good faith towards us, as well as any contractual terms relating to the giving of notice, the disclosure of confidential information, the acceptance of gifts and benefits, and your freedom to participate in another business (for example, by working for a third party).

8.4.3 If you are a member of the Group SIPP, we shall not make contributions during a period of unpaid parental leave.

8.5 RETURNING TO WORK

8.5.1 You are normally entitled to return to work following parental leave to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent.

8.5.2 However, it might not be possible for us to allow you to return to the same job where your period of parental leave has been longer than four weeks, or has been combined with a period of additional maternity, paternity or adoption

leave. In such circumstances, we will offer you a suitable and appropriate alternative position.

8.5.3 We will deal with any requests by employees to change their working patterns (such as working part-time) after parental leave on a case-by-case basis, in accordance with our Flexible Working Policy (see [Section 20](#)). We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if flexible working requests are made as early as possible.

9. SHARED PARENTAL LEAVE POLICY

9.1 WHAT IS SHARED PARENTAL LEAVE?

9.1.1 Shared parental leave ("SPL") is a form of leave that may be available if your child is born on or after 5 April 2015.

9.1.2 It gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

9.1.3 For the purposes of this paragraph "partner" means your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew; "parent" means one of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father).

9.2 ENTITLEMENT TO SPL

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

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

9.2.2 The following conditions must also be fulfilled:

- (a) you must have at least 26 weeks' continuous employment with us by the end of the fifteenth week before the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born (the "Qualifying Week");
- (b) the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born (the

"Expected week of childbirth (EWC)") and had average weekly earnings of at least £30 during 13 of those weeks; and

- (c) you and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay ("SMP") or maternity allowance ("MA") periods.

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

9.2.4 If you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth.

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

9.3 **OPTING IN TO SPL AND PAY**

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

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

- (i) declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and ShPP.

9.4 ENDING YOUR MATERNITY LEAVE

9.4.1 If you are the child's mother and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your maternity leave (a "curtailment notice") before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least two weeks after birth.

9.4.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

9.4.3 The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.

9.4.4 The curtailment notice is binding and cannot usually be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:

- (a) if you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
- (b) if you gave the curtailment notice before giving birth, you can revoke it in writing up to six weeks after birth; or
- (c) if the other parent has died.

9.4.5 Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme, unless paragraph 9.4.4 (b) applies.

9.5 ENDING YOUR PARTNER'S MATERNITY LEAVE OR PAY

9.5.1 If you are not the mother, but the mother is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once she has either:

- (a) returned to work;
- (b) given her employer a curtailment notice to end her maternity leave;
- (c) given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
- (d) given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

9.6 BOOKING YOUR SPL DATES

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

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

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

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

9.6.5 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in paragraph 9.7 below.

9.6.6 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see paragraph 9.8 below).

9.7 PROCEDURE FOR REQUESTING SPLIT PERIODS OF SPL

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

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

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

9.8 CHANGING DATES OF CANCELLING YOUR SPL

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

9.8.2 You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date and the new start date.

9.8.3 You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date and the new end date.

9.8.4 You can combine split periods of leave into a single continuous period of leave by notifying us in writing at least eight weeks before the start date of the first period.

9.8.5 You can request that a continuous period of leave be split into two or more discontinuous periods with periods of work in between. We will consider any such request as set out in paragraph 9.7.

9.8.6 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:

- (a) the variation is a result of your child being born earlier or later than the EWC;
- (b) the variation is at our request; or
- (c) we agree otherwise.

9.9 PREMATURE BIRTH

9.9.1 Where the child is born early (before the beginning of the EWC), you may be able to start SPL in the eight weeks following birth even though you cannot give eight weeks' notice. The following rules apply:

- (a) If you have given a period of leave notice to start SPL on a set date in the eight weeks following the EWC, but your child is born early, you can move the SPL start date forward by the same number of days, provided you notify us in writing of the change as soon as you can. (If your period of leave notice already contained a start date which was a set number of days after birth, rather than a set date, then no notice of change is necessary.)
- (b) If your child is born more than eight weeks early and you want to take SPL in the eight weeks following birth, please submit your opt-in notice and your period of leave notice as soon as you can.

9.10 SHARED PARENTAL PAY

9.10.1 You may be able to claim Statutory Shared Parental Pay ("ShPP") of up to 39 weeks (less any weeks of SMP or MA claimed by you or your partner) if you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid by employers at a rate set by the government each year. Find out if you are entitled to ShPP using the online tool: <https://www.gov.uk/pay-leave-for-parents>

9.10.2 You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in

your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.

9.10.3 We shall be entitled to deduct from your salary or any other payments due to you any overpayments of shared parental pay.

9.11 FRAUDULENT CLAIMS

9.11.1 Where there is a suspicion that fraudulent information/evidence may have been provided by an employee in respect of any request for shared parental leave and/or pay or where we have been informed by HMRC that a fraudulent claim was made, we can deal with the matters as it deems appropriate in accordance with relevant company procedures, including but not limited to disciplinary action under the disciplinary procedure.

9.12 OTHER TERMS DURING SPL

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

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

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

9.13 KEEPING IN TOUCH

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

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

9.13.3 You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement. Any amount of work done on a KIT day will count as one KIT day, so working for part of a day will count as one day's work for these purposes. For example, if you are invited (and agree) to attend a two hour team meeting this will count as one KIT day and therefore, nineteen days will remain. You will be paid two hours normal salary for attending the meeting.

9.13.4 Keeping in touch days will not extend the SPL period.

9.14 RETURNING TO WORK

9.14.1 If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If have already given us three period of leave notices you will not be able to end your SPL early without our agreement.

9.14.2 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written period of leave notice at least eight weeks before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (under our Parental Leave Policy), subject to the needs of the business.

9.14.3 You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:

9.14.4 If your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or

9.14.5 If you took SPL consecutively with more than four weeks of ordinary parental leave (under our Parental Leave Policy).

9.14.6 If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

9.14.7 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

10. SPECIAL LEAVE POLICY

10.1 TIME OFF FOR DEPENDANTS

10.1.1 You have a right to take reasonable time off (unpaid) in the case of unexpected events relating to a dependant (parent, spouse, partner, child or someone who lives with you as part of the family or anyone else who reasonably relies on you to provide assistance of the kind referred to in this [Section 10.1](#)).

10.1.2 You have the right to time off as follows:

- to help when a dependant is ill or injured;
- to make arrangements for the provision of care for a dependant who is ill or injured;
- when a dependant gives birth;
- when a dependant dies;

- because of the unexpected disruption or termination of arrangements for the care for a dependant; or
- to deal with an incident involving your child that occurs unexpectedly at a time when an educational establishment is responsible for the care of the child.

10.1.3 You may only exercise this right if it is necessary and if you tell your Manager about the reasons for you needing time off and how long you expect to have off. You should do so beforehand or as soon as reasonably possible.

10.1.4 We may ask you to provide evidence for your reasons for taking time off. If we suspect abuse of this policy or if you fail to inform your Manager in accordance with Section 10.1.3, this could lead to disciplinary action under the Company's disciplinary procedure for absence without leave.

10.1.5 The entitlement is to a "reasonable amount of time off" to take any necessary action. Generally, the following guidelines will apply:

- a day or two should be enough;
- the day or two should include time arranging longer term leave;
- the time off is for unforeseen emergencies;
- the time off would not be available to take two weeks off to provide care.

10.2 COMPASSIONATE LEAVE

10.2.1 In addition to your right to time off for dependants as specified in Section 10.1, requests for compassionate leave may be granted by your Manager if someone in your immediate family suffers death or very serious illness.

10.2.2 "**Immediate family**" is defined as spouse or partner, child, stepchild, grandchild, parent, step-parent, parent-in-law, grandparent, brother or sister, stepbrother or stepsister, or brother or sister-in-law.

10.2.3 Whether compassionate leave is granted, the length of such leave, and whether any portion of the leave will be paid (up to a maximum of three days paid) will be in the reasonable discretion of the Company based on the circumstances of the incident. For other close relatives who are not immediately family, one day's compassionate leave (unpaid) may be granted at the entire discretion of the Company.

10.2.4 If you feel unable to return to work following a period of compassionate leave, you should contact your HR manager. It may be appropriate to take a period of annual leave or unpaid leave in those circumstances.

10.3 JURY SERVICE

10.3.1 You must notify your Manager as soon as possible if you are required to attend Court for jury service or some other judicial reason, including your estimated length of absence. You must provide us with a copy of the jury summons, if requested.

10.3.2 Depending on the demands of our business we may request that you apply to be excused from or defer your jury service.

10.3.3 the Company will pay you at your basic rate of pay, less maximum permissible allowance awarded by the Court for loss of earnings, for up to one week's Court attendance for jury service. Additional leave for jury service or for any other Court attendance (including appearance in connection with being charged with an offence, involvement in personal proceedings, or appearance as a witness) will be normally be unpaid.

10.3.4 the Company will not reimburse you for loss of earnings incurred during jury service. You must, therefore, claim from the Court for loss of earnings, travelling expenses and subsistence allowance.

10.4 MILITARY LEAVE

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

10.4.2 If you belong to the Territorial Army Defence or Reserve Forces and wish to attend the annual two week camp, you may be granted leave for this purpose at the discretion of your Manager (with up to one week being paid leave). To be eligible for such leave, you must provide your Manager with advance written notice of your intention to take such leave, proof of current membership in the Territorial Army Defence or Reserve Forces, and the dates of the camp.

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

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

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

10.5 MEDICAL APPOINTMENTS

10.5.1 Medical and dental appointments should be arranged as early in the morning or as late in the afternoon as possible to avoid disrupting the working day and the Company's operational requirements. As you will be paid for your absence for medical and dental appointments, you will be required to make up the time taken to attend the appointment during the same working week.

10.5.2 In certain circumstances at the discretion of your Manager, the HR Manager or senior management, you may be required to produce evidence of your medical appointment (for example, if you have had repeated past absences).

10.5.3 For the avoidance of doubt, this provision does not include antenatal appointments (see Section 5.2 above).

10.6 UNPAID LEAVE

10.6.1 Unpaid leave for purposes not otherwise included in this Section 10 may be granted in exceptional circumstances at the discretion of your Manager.

11. DATA PROTECTION POLICY

Please see the Company's separate Employee & Tied Agent Privacy Policy applicable to employees, contractors (including tied agents) and candidates.

12. EXPENSES POLICY

12.1 EXPENSES POLICY STATEMENT

12.1.1 You are entitled to be reimbursed in respect of all reasonable out-of-pocket expenses incurred by you in the proper performance of your duties, subject to the expense claims procedure set out below. You shall use your best endeavours to keep the amount of such expenses to a minimum.

12.2 EXPENSE CLAIMS PROCEDURE

12.2.1 Claims for expenses must be made by submitting an expense claim form to your Manager within 60 days of incurring the expense or returning from a business trip. Expense claims submitted later than 60 days after you incur the expenses or following your return from a business trip may not be reimbursed.

12.2.2 All expense claim forms must be countersigned by your Manager and supported by valid receipts or warrants. Expenses will only be paid if approved by your Manager. If you are uncertain as to whether an expense will be reimbursed by the Company, you should seek clarification from your Manager before the expense is incurred.

12.2.3 Details regarding submission of expense claims are set out in the Company Corporate Travel Expense Policy.

12.2.4 Any attempt to knowingly or falsely claim expenses in breach of this Expenses Policy will result in action being taken under the Company's disciplinary procedure.

12.3 IMPERMISSIBLE EXPENSES

12.3.1 As guidance, the following expenses will not usually be reimbursed:

- intra-company staff entertaining, unless preapproved by the Managing Director;
- department social functions, unless preapproved by the Managing Director and Group Vice President – UK;
- entertainment or travel for spouse/domestic partner;

- limousine hire;
- in relation to travel expenses: any personal expenses, including but not limited to, grooming, toiletries, entertainment (e.g., Pay TV, Video Rental, reading material), clothing, laundry and dry cleaning for trips less than three days; insurance; credit card dues or charges due to loss or theft; fines received for traffic offences or illegal parking; personal loss, theft or automobile damage;
- the cost of travel between your home and the office (except to the extent authorized under a Home Working Arrangement as set out in the Company Corporate Travel Expense Policy);
- gifts and entertainment (including tickets). Please note that the giving or acceptance of gifts or entertainment to or from clients, vendors or other third parties is strictly prohibited except in accordance with the Gifts and Hospitality Policy and Procedure.

12.4 PERMISSIBLE EXPENSES

Business travel

12.4.1 If you are required to travel on Company business, you will be reimbursed for expenses reasonably incurred by you in connection with your travel to the extent authorized by the Company Corporate Travel Expense Policy.

Business travel – transportation

12.4.2 It is the Company's policy to utilise the least expensive economy/standard-class fare whilst endeavouring to meet the arrival and/or departure times you request. If you choose to upgrade your fare, you are required to pay the differential personally.

12.4.3 The Company encourages the use of public transport for business travel. You will not be reimbursed for using more expensive forms of transport unless such use can be reasonably justified.

12.4.4 Use of personal vehicles for company business is reimbursed at the rates prescribed by HM Revenue & Customs from time-to-time and is intended to cover petrol/gasoline, insurance and wear and tear of the vehicle. Your reimbursement request must state the miles driven, the destination and the business purpose. Airport parking is reimbursable in accordance with the rules prescribed by HM Revenue & Customs from time to time, provided that only long-term parking will be reimbursed for trips longer than 3 days.

12.4.5 Use of rental cars is permitted provided a suitable and less expensive form of transport is unavailable. To the extent the Company has a relationship with a specific rental car or leasing company, all rental cars should be rented from such company. You should rent midsize cars only, unless there are 3 or more employees travelling together when you may upgrade to full-size. If you wish to upgrade your car in any other circumstances, you are required to pay the differential personally.

12.4.6 In the event you have an accident whilst driving a rental car, you must report this immediately to the police and the car rental company. A formal

accident report must be requested from the police and you must notify the HR Manager.

12.4.7 You are required by the Company to wear a seat belt in any vehicle you use for business purposes.

12.4.8 Further details regarding airline transportation, personal automobile usage, rental cars and other transportation are set out in the Company Corporate Travel Expense Policy.

Business travel – accommodations

12.4.9 When travelling on company business, you are expected to stay at a Company preferred economy hotel. The maximum reimbursable amount for a hotel room is £100/night. If you wish to stay at more expensive accommodations, you are required to pay the differential personally. Tips, mini-bars, fitness passes, etc are non-reimbursable. Further details regarding accommodations are set out in the Company Corporate Travel Expense Policy.

Business travel – meals

12.4.10 Meal allowances while on travel status are as follows:

- Breakfast (before 11 am) up to £10 incl. VAT if the cost is not included in the room rate of your accommodation
- Lunch (11 am to 4 pm) up to £20 incl. VAT
- Dinner (after 4 pm) up to £30 incl. VAT

12.4.11 Meal allowances include the cost of all food, beverages, taxes and gratuities. Gratuities above 10% will not be reimbursed without Management approval. Only 3 meals per day will be reimbursed.

12.4.12 Travel status begins when an employee begins travel towards a business related meeting and ends upon his/he return home. Dinner allowance is only claimable when an overnight stay is necessary as part of your business trip.

Entertainment

12.4.13 Subject to the restrictions on entertainment set out above and in the Compliance Manual, all entertaining must be kept to a reasonable level. When submitting an expense claim form for costs incurred in entertaining the Company's clients, you must specify those persons entertained and the venue. Further details regarding permissible entertainment expenses are set out in the Company Corporate Travel Expense Policy.

Business travel – laundry

12.4.14 The Company will reimburse you for the cost of laundry and dry cleaning of clothing if you attend a business trip exceeding 3 days.

Telephone

12.4.15 If you do not have a company issued telephone, you can claim reimbursement of your costs incurred in using your home and/or personal mobile telephone *for business calls*.

Business travel – international

12.4.16 Details regarding international travel expenses are set out in the Company Corporate Travel Expense Policy.

12.4.17 Meal allowances while on travel status in the US are as follows (inclusive of all food, beverages, taxes and gratuities):

- Breakfast (before 11 am) up to \$15 if the cost is not included in the room rate of your accommodation
- Lunch (11 am to 4 pm) up to \$20
- Dinner (after 4 pm) up to \$30

12.5 HOME WORKING ARRANGEMENTS

12.5.1 If you are approved by Management for a home working arrangement and you enter into a Home Working Supplement with the Company, certain of your expenses will be reimbursable both before and after the effective date of the home working arrangement. Details regarding both reimbursable and non-reimbursable expenses for employees with home working arrangements are set out in the Company Corporate Travel Expense Policy.

12.6 CHARGE CARDS

12.6.1 If you are issued with a Corporate Credit Card, you must comply strictly with the Company's rules governing its use. In particular:

- you must adhere to the card's credit limit, as specified by the Company;
- you must immediately advise the charge card company and the Fisher Investments Finance Department of the loss or theft of the charge card;
- charge cards are for business use only;
- all original charge card payment slips must be submitted with your completed expenses claim form.

12.6.2 Details regarding the Company's rules governing charge cards are set out in the Company Corporate Travel Expense Policy and the Company Corporate Credit Card Policy.

13. WORKING LATE

13.1 MEAL ALLOWANCE

13.1.1 Where it is necessary for you to work late, the Company will pay you a meal allowance for meals consumed by you during any period of working late as follows:

- Monday to Friday: all staff who are required to work 2½ hours or more past their normal daily end are entitled to claim up to £7.50 per day;
- Weekends and public/statutory holidays: all staff are entitled to receive one meal allowance (up to £7.50) for every 5 hours worked on weekends or public/statutory holidays, up to a maximum of two meals (up to £15.00) per day.

13.1.2 To claim a meal allowance for working late, you must obtain the authorisation of your Manager and produce relevant receipts.

13.2 **TRANSPORT HOME**

13.2.1 Where it is necessary for you to work late, the Company will pay for your transport home after any period of working late as follows:

- Monday to Friday: subject to Sections 13.2.2 and 13.2.3 below, you are entitled to take a taxi home at the expense of the Company if you are required to work after 8:00 pm in the Winter (GMT) or 9:00 pm in the Summer (BST);
- Weekends and public/statutory holidays: subject to Sections 13.2.2 and 13.2.3 below, you are entitled to take a taxi home at the expense of the Company irrespective of the time you leave work.

13.2.2 Employees who live within Zones 1, 2 and 3 of the London Underground system are entitled to take a taxi all the way home.

13.2.3 Employees who live within Zones 4, 5 and 6 or outside London should, using their discretion, take the quickest and most economical route home without compromising their safety. This may involve, for example, taking the train to your local mainline station, before getting a taxi from your local mainline station to your home. If you are in any doubt, you should consult your Manager.

13.2.4 Employees who work shifts on a regular basis should refer to their Manager for details of any different arrangements that apply to them.

14. **STAFF REFERRAL PROGRAMME**

14.1 **STAFF REFERRAL PROGRAMME**

14.1.1 Staff referrals are an important source of high-calibre recruits to the Company. Accordingly, if you introduce an individual to the Company who subsequently accepts employment with the Company, the Company may, in its entire discretion, make a total payment to you of £2,000 less tax and national insurance contributions. Such payment will be made in two instalments with £1,000 being paid on the payroll date immediately after the new employee has successfully completed 6 months' employment and £1,000 being paid on the payroll date immediately after the new employee has successfully completed 12 months' employment.

14.1.2 Referral payments will not be made if either the new employee or the referring employee is under notice of termination (either given or received) at the relevant payment date.

14.1.3 Referral payments will not be made with respect to a new employee who accepts employment with the Company immediately following full-time education where the Company has had contact with that new employee's higher education institution or otherwise where that new employee has accepted employment with the Company in part or in whole as a result of the Company's graduate recruitment activities.

14.1.4 Referral payments will not be made if the new employee:

- has not terminated their relationship with their former employer in accordance with the terms of their contract with their former employer (for example, by serving out their due notice period);
- has taken any confidential or other proprietary information of any sort belonging to their former employer from their former employer, or disclosed or misused confidential information belonging to their former employer; or
- fails to comply with any obligations contained within their contract with their former employer which continue to have effect subsequent to the termination of employment with the former employer.

14.1.5 If you enter into discussions with an individual with a view to that individual becoming a new employee of the Company, you must not encourage them (by words or action) to break any terms of their contract of employment contrary to Section 13.1.4 above.

14.1.6 Referral payments will not be made to Managers in whose department the new employee is hired, or any other employee where there is a direct conflict of interest as determined by the Company.

15. **TAX INFORMATION**

15.1 **TAX INFORMATION**

15.1.1 The Company will use the PAYE Income Tax Code as stated on your P45 on joining the Company, or as subsequently amended by HM Revenue & Customs. It is your responsibility to ensure you are correctly coded.

15.1.2 Each year you will receive a Form P60 which sets out details of payments and deductions from your salary during the previous tax year. You will need this to complete your Annual Tax Return and should retain it carefully as the Company is unable to issue duplicates.

15.1.3 The Company is required to make an annual return (P11D or P90) to HM Revenue & Customs for all expenses, payments and taxable benefits provided to you.

15.1.4 If you have any queries regarding your income tax please contact:

Inspector of Taxes
Her Majesty's Revenue & Customs
Manchester Irwell
Taxpayer Service Office

Trinity Bridge House
Dearmans Place
Salford M3 5BA
Ref: 951/F6123
Telephone: 0845 300 0627

15.1.5 If you have any queries relating to your national insurance contributions, HM Revenue & Customs employees' helpline is 0845 302 1479.

16. **DIGNITY AT WORK POLICY**

16.1 **EQUAL OPPORTUNITIES STATEMENT**

16.1.1 The Company is an equal opportunity employer. The Company supports fully the rights and opportunities of all people to seek, obtain, and hold employment without discrimination. We are committed to ensuring, within the framework of the law, that our workplace is free from unlawful discrimination.

16.1.2 We do not discriminate against staff on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation ("**protected characteristics**").

16.1.3 We aim to ensure that our staff achieve their full potential and that all employment decisions are taken without reference to irrelevant or discriminatory criteria. We have, therefore, adopted this Dignity at Work Policy to help achieve these aims.

16.1.4 All staff have a right to equality of opportunity and a duty to implement this Equal Opportunity Statement. All staff also have a duty to act in accordance with this policy and treat colleagues with dignity at all times, and not to discriminate against or harass other members of staff, regardless of their status. Breach of this Equal Opportunity Statement and/or Dignity at Work Policy is potentially a serious disciplinary matter. Anyone who believes that he or she (or anyone else at the Company) may have been disadvantaged on discriminatory grounds should raise the matter to the HR Manager.

16.1.5 The principles of non-discrimination and equality of opportunity also apply to the way in which staff treat visitors, clients, customers, suppliers and former staff members.

16.2 **INTRODUCTION TO DIGNITY AT WORK POLICY**

Who is covered by the policy?

16.2.1 This policy covers all individuals working at all levels and grades, including senior managers, officers, directors, employees, consultants, contractors, trainees, homeworkers, part-time and fixed-term employees, interns, casual workers and agency staff (collectively referred to as **staff** in this policy).

Who is responsible for this policy?

16.2.2 You have a personal responsibility to help create an environment at work in which dignity is maintained. You can do this through your awareness and sensitivity towards the issue and by ensuring the conduct of you and your colleagues do not cause offence.

16.2.3 All Managers and others in charge of groups of staff are responsible for ensuring that discrimination, harassment, victimisation and bullying do not occur at the workplace. In particular, Managers must ensure that:

- they fully understand this Dignity at Work Policy and that they set an appropriate standard of behaviour and lead by example;
- the work environment is free of discrimination, harassment (including visual harassment such as pornography), victimisation and bullying;
- they are alert to physical and verbal discrimination, harassment, victimisation and bullying in the work place and deal with it immediately, whether or not it is brought formally to their attention;
- they are supportive of individuals who state they have been discriminated against, harassed, victimised or bullied; and
- unless it is not reasonably practicable, they maintain confidentiality relating to all aspects of each case and do not mention or discuss matters unnecessarily with any person.

16.2.4 If you are involved in management or recruitment, or if you have any questions about the content or application of this policy, you should contact the HR Manager to request training or further information.

Scope and purpose of the policy

16.2.5 This policy applies to all aspects of our relationship with staff and to relations between staff members at all levels. This includes job advertisements, recruitment and selection, training and development, opportunities for promotion, conditions of service, pay and benefits, conduct at work, disciplinary and grievance procedures, and termination of employment.

16.3 DEFINITIONS AND FORMS OF DISCRIMINATION

16.3.1 “**Discrimination**” includes Direct and Indirect Discrimination and may occur intentionally or unintentionally.

16.3.2 “**Direct discrimination**” occurs where someone is treated less favourably because of one or more of the protected characteristics set out above. For example, rejecting an applicant on the grounds of their race because they would not “fit in” would be direct discrimination.

16.3.3 “**Indirect discrimination**” occurs where someone is disadvantaged by an unjustified provision, criterion or practice that is applied equally to all groups of people but which also puts other people with the same protected characteristic at a particular disadvantage. Such a requirement will need to be objectively justified.

16.3.4 “**Harassment**” related to any of the protected characteristics is prohibited. Harassment is unwanted conduct that has the purpose or effect of violating someone's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them.

16.3.5 “**Victimisation**” means where an individual is subjected to less favourable treatment than others in the same circumstances because he or she has made allegations or complaints of discrimination, harassment, or bullying or provided information about such allegations or complaints.

16.3.6 “**Bullying**” means offensive, intimidating, malicious, insulting or humiliating behaviour or abuse of power or authority which attempts to undermine an individual or group of individuals and which may cause them to suffer stress.

16.4 **EXAMPLES**

16.4.1 Examples of the types of unacceptable behaviour covered by the definitions in Section 16.3 and this Dignity at Work Policy are set forth below.

16.4.2 “**Physical Conduct**” includes any unwanted physical contact, including unnecessary touching, patting, pinching or brushing against another person's body, assault, coercing sexual activity, physical threats, insulting or abusive behaviour or gestures, facial expressions, and social isolation.

16.4.3 “**Verbal Conduct**” includes belittling a person intellectually, accusing him or her of wrongdoing without justification, blaming him or her for another's errors or setting him or her up to make a mistake, unwelcome advances, propositions or pressure for sexual activity, continued suggestions for social activity outside the workplace after it has been made clear that such suggestions are unwelcome, offensive flirtations, innuendo, lewd comments or abusive language which denigrates or ridicules, offensive comments about dress, appearance or physique, and insults related to colour, race, ethnic or national origins, religion or belief, gender (including gender reassignment or transsexualism), sexual orientation, age, marital status, pregnancy or disability.

16.4.4 “**Non-Verbal Conduct**” includes the display or distribution of pornographic or sexually suggestive pictures or other discriminatory material (including material down-loaded from the Internet and stored and/or transmitted over the Company Systems), male and female pin-ups, offensive objects or written materials, abusive or offensive gestures including leering, the organising of kiss-o-grams or strip-o-grams, removal of authority without justification, or plagiarism.

16.4.5 These examples are not exhaustive but are designed to provide an illustration of conduct that is not acceptable and will be caught by this Dignity at Work Policy.

16.5 **RECRUITMENT AND SELECTION**

16.5.1 We aim to ensure that no job applicant suffers discrimination because of any of the protected characteristics above.

16.5.2 Job advertisements should avoid stereotyping or using wording that may discourage groups with a particular protected characteristic from applying.

16.5.3 Applicants should not be asked about health or disability before a job offer is made. There are limited exceptions which should only be used with the approval of the HR Manager. For example:

- questions necessary to establish if an applicant can perform an intrinsic part of the job (subject to any reasonable adjustments).
- questions to establish if an applicant is fit to attend an assessment or any reasonable adjustments that may be needed at interview or assessment.
- positive action to recruit disabled persons.
- equal opportunities monitoring (which will not form part of the decision-making process).

16.5.4 Applicants should not be asked about past or current pregnancy or future intentions related to pregnancy. Applicants should not be asked about matters concerning age, race, religion or belief, sexual orientation, or gender reassignment without the approval of the HR Manager (who should first consider whether such matters are relevant and may lawfully be taken into account).

16.5.5 We are required by law to ensure that all employees are entitled to work in the UK. Assumptions about immigration status should not be made based on appearance or apparent nationality. All prospective employees, regardless of nationality, must be able to produce original documents (such as a passport) before employment starts, to satisfy current immigration legislation. The list of acceptable documents is available from the UK Border Agency.

16.6 TRAINING AND PROMOTION AND CONDITIONS OF SERVICE

16.6.1 Staff training needs will be identified through regular staff appraisals. All staff will be given appropriate access to training to enable them to progress within the organisation and all promotion decisions will be made on the basis of merit.

16.6.2 We will ensure that redundancy criteria and procedures are fair and objective and are not directly or indirectly discriminatory.

16.6.3 We will also ensure that disciplinary procedures and penalties are applied without discrimination, whether they result in disciplinary warnings, dismissal or other disciplinary action.

16.7 DISABILITY DISCRIMINATION

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

16.7.2 If you experience difficulties at work because of your disability, you may wish to contact your manager or the HR Manager to discuss any reasonable adjustments that would help overcome or minimise the difficulty. They may wish to consult with you and your medical adviser(s) 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.

16.7.3 We will monitor the physical features of our premises to consider whether they place disabled workers, job applicants or service users at a substantial disadvantage compared to other staff. Where reasonable, we will take steps to improve access for disabled staff and service users.

16.8 COMPLAINT PROCEDURE

16.8.1 Whilst the aim of the Dignity at Work Policy is prevention, it is of paramount importance that you report any incidents of discrimination, harassment, victimisation or bullying both against you or if you witness such behaviour. If you believe you have been the subject of discrimination, harassment, victimisation or bullying, or you have witness such behaviour against someone else, you should raise the complaint through one of the procedures below.

16.8.2 The Company recognises you may not always wish to discuss a complaint directly with your Manager or immediate colleagues. Therefore, this Dignity at Work Policy provides different options for pursuing a complaint.

16.8.3 Retaliation against a person who raises a complaint is prohibited and can be expected to lead to disciplinary action including, in appropriate cases, dismissal.

Informal procedure

16.8.4 If you feel comfortable confronting the person responsible for the unacceptable behaviour, you should tell him or her that you find their behaviour offensive and ask them to stop.

16.8.5 If you feel uncomfortable confronting the person responsible for the unacceptable behaviour for any reason, you should speak confidentially about the matter on an informal basis to your Manager, another Manager of your choice, or the HR Manager. That Manager will listen to your complaint and will provide support and assistance.

16.8.6 Following initial discussions with the Manager, you will be asked to choose one of the following options:

- decide that no further action is necessary (please note that the Company retains the discretion to pursue a formal investigation if it considers it appropriate in the circumstances);
- discuss the complaint with the person responsible for the unacceptable behaviour either directly or, in appropriate circumstances, with the assistance of a mediator;
- ask the Manager to help resolve the matter through informal and/or discreet approaches; or
- make a formal complaint.

16.8.7 If the Manager you speak with is not the HR Manager, the Manager will advise the HR Manager of the complaint on a discreet and confidential basis. The HR Manager will seek to ensure your complaint is handled appropriately.

Formal procedure

16.8.8 If the discrimination, harassment, victimisation or bullying continues after following the informal procedure, or if you wish to bring a formal written complaint right away for any reason, then you should raise the complaint to your Manager, another Manager of your choice, or the HR Manager stating that you wish to make a formal complaint.

16.8.9 The HR Manager will be involved and you will be asked to make a formal complaint in writing. The formal Stage 2 of the Grievance Procedure in Section 16 will be followed.

17. GRIEVANCE PROCEDURE

17.1 GRIEVANCE PROCEDURE INTRODUCTION

17.1.1 This Grievance Procedure applies to all employees of the Company and sets out the rules and procedures to be followed when an employee raises a grievance. The Company endeavours to ensure all employees who wish to raise a work related grievance are treated in a fair and equitable manner. Grievances will be dealt with promptly wherever possible and every effort will be made to settle grievances to the satisfaction of all concerned.

17.1.2 You have the right to be accompanied by a colleague or a trade union representative at all stages of the Grievance Procedure. Your companion may speak on your behalf but may not answer questions on your behalf.

17.2 GRIEVANCE PROCEDURE STAGE 1 – INFORMAL PROCEDURE

17.2.1 Most grievances can be resolved quickly and informally. Therefore, prior to raising a grievance using the formal procedure below you should seek to raise any queries, issues or problems on an informal basis with your immediate Manager.

17.2.2 However, the Company recognises that on occasions employees may prefer to raise a grievance on an informal basis with someone other than their immediate Manager, in which case they should raise the issue with a senior Manager who will seek to resolve the issue without the need for the employee to use the formal procedure below.

17.3 GRIEVANCE PROCEDURE STAGE 2 – FORMAL PROCEDURE

17.3.1 If your complaint remains unresolved, or if you were unable to raise the matter informally, you should set out your grievance, the basis of your grievance (including any relevant facts, dates and names of individuals involved) in writing and send it to the HR Manager.

17.3.2 The HR Manager will provide a copy of your written grievance to your Manager who will be responsible for dealing with the grievance. If the grievance relates to your Manager's conduct, the grievance will be dealt with by the next appropriate Manager.

17.3.3 You will be invited to attend a meeting to discuss the grievance with your Manager and the HR Manager, normally within 10 working days of receiving your

written complaint. The person about whom your grievance relates (if any) may also be invited to the meeting, if appropriate.

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

17.3.5 Following the meeting, the Manager will investigate and prepare a report of your grievance, their decision, and the solution(s) proposed (if any). A copy of this report will be provided within 10 working days of the meeting, and a copy will be placed on your personal file. You will be notified of the right to appeal against the decision if you are not satisfied with it.

17.4 GRIEVANCE PROCEDURE STAGE 3 – APPEAL

17.4.1 If your grievance has not been resolved to your satisfaction at Stage 2 of this Grievance Procedure, you may appeal within 5 working days of receiving the report containing the original decision, by notifying the HR Manager in writing of your wish to appeal.

17.4.2 The HR Manager will provide a copy of your original written grievance, the record of the grievance meeting, and the report containing the original decision to the next level of management.

17.4.3 You will be invited to attend a further meeting to discuss the grievance with the more senior Manager and the HR Manager, normally within 10 working days of receiving notice of your wish to appeal. The person about whom your grievance relates (if any) may also be invited to the meeting, if appropriate.

17.4.4 Following the meeting, the more senior Manager will prepare a report of their decision. A copy of this report will be provided within 5 working days of the meeting, and a copy will be placed on your personal file. You will have no further right of appeal.

18. DISCIPLINARY PROCEDURE

18.1 DISCIPLINARY PROCEDURE PRINCIPLES

18.1.1 Where your performance or conduct has fallen below acceptable standards, your Manager will normally use this Disciplinary Procedure as a framework to inform you of the short fall in the required standard and, where appropriate, devise a plan for monitoring and supporting your progress.

18.1.2 The main objective of instigating the Disciplinary Procedure is corrective rather than punitive, with the aim of assisting the employee to achieve and maintain the required standards. This Disciplinary Procedure is designed to ensure a fair and consistent method of dealing with problems of misconduct or poor performance.

18.1.3 The disciplinary actions below are illustrative only and not sequential; the Company may take any disciplinary action if the seriousness of the misconduct or poor performance warrants it. Each disciplinary offence will be considered individually and on its merits, but disciplinary offences need not be of the same nature to merit the progression to the next stage of disciplinary action.

18.1.4 You will not normally be dismissed for a first disciplinary offence unless it amounts to gross misconduct (explained below). No formal disciplinary action will be taken until the matter has been fully investigated.

18.1.5 If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with your line manager the HR Manager as soon as possible.

18.1.6 The Company may suspend you on full pay, pending an investigation into the facts or until a disciplinary hearing is held. Suspension is not regarded as a disciplinary action and should not be taken as an indication of any guilt on your part. The duration and terms of your suspension will always be determined by the Company. The investigation will take place as quickly as is reasonably possible following notification of disciplinary action and suspension and will normally be concluded within 14 days. Exceptionally, a longer suspension may be necessary.

18.1.7 Any finding of misconduct may affect any reference which the Company may provide for you to a potential future employer.

18.1.8 Following an allegation of misconduct, the Company may consider it appropriate to make a notification to the Financial Conduct Authority (or any other applicable regulator). The Company reserves the right to do so at any stage of a disciplinary process.

18.1.9 This Disciplinary Procedure will not apply to dismissals for redundancy or the termination of fixed term contracts. The Company will follow an appropriate procedure in respect of such dismissals.

18.2 INFORMAL RESOLUTION

18.2.1 Minor conduct issues can often be resolved informally between you and your line manager. These discussions should be held in private and without undue delay whenever there is cause for concern. Where appropriate, a note of any such informal discussions may be placed on your personnel file but will be ignored for the purposes of any future disciplinary hearings. In some cases an informal verbal warning may be given, which will not form part of your disciplinary records. Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).

18.3 CONFIDENTIALITY

18.3.1 Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.

18.3.2 You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.

18.3.3 You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless we believe that a witness's identity should remain confidential.

18.4 INVESTIGATIONS

18.4.1 The purpose of an investigation is for us to establish a fair and balanced view of the facts relating to any disciplinary allegations against you, before deciding whether to proceed with a disciplinary hearing. The amount of investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents.

18.4.2 Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.

18.4.3 You do not normally have the right to bring a companion to an investigative interview. However, we may allow you to bring a companion if it helps you to overcome any disability, or any difficulty in understanding English.

18.4.4 You must co-operate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.

18.5 NOTIFICATION OF A HEARING

18.5.1 Following any investigation, if we consider there are grounds for disciplinary action, you will be required to attend a disciplinary hearing. We will inform you in writing of the allegations against you, the basis for those allegations, and what the likely range of consequences will be if we decide after the hearing that the allegations are true. We will also include the following where appropriate:

- a summary of relevant information gathered during the investigation;
- a copy of any relevant documents which will be used at the disciplinary hearing; and
- a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.

18.5.2 The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time, usually two to seven days, to prepare your case based on the information we have given you.

18.6 RIGHT TO BE ACCOMPANIED

18.6.1 You may bring a companion to any disciplinary hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell the HR Manager who your chosen companion is, in good time before the hearing.

18.6.2 A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.

18.6.3 If your choice of companion is unreasonable we may ask you to choose someone else, for example, if in our opinion your companion may have a conflict

of interest or may prejudice the meeting or if your companion is unavailable at the time a meeting is scheduled and will not be available for more than five working days afterwards.

18.6.4 We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) if this will help overcome a disability, or if you have difficulty understanding English.

18.7 PROCEDURE AT DISCIPLINARY HEARINGS

18.7.1 If you or your companion cannot attend the hearing you should inform us immediately and we will arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so (for example for health reasons), we may have to take a decision based on the available evidence.

18.7.2 The hearing will be chaired by a manager or such person as the Company deems appropriate, and will also be attended by the HR Manager. You may bring a companion with you to the disciplinary hearing.

18.7.3 At the disciplinary hearing we will go through the allegations against you and the evidence that has been gathered. You will be able to respond and present any evidence of your own. Your companion may make representations to us and ask questions, but should not answer questions on your behalf. You may confer privately with your companion at any time during the hearing. In the unlikely event that any witnesses attend the hearing, you will not normally be permitted to cross-examine them unless, in exceptional circumstances, we decide that a fair hearing could not be held otherwise.

18.7.4 We may adjourn the disciplinary hearing if we need to carry out any further investigations such as re-interviewing witnesses in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

18.7.5 We will inform you in writing of our decision and our reasons for it, usually within one week of the disciplinary hearing.

18.8 DISCIPLINARY PENALTIES

18.8.1 The usual penalties for misconduct are set out below. No penalty should be imposed without a hearing. We aim to treat all employees fairly and consistently but each case will be assessed on its own merits.

18.8.2 **Stage 1 - First written warning.** A first written warning may be issued for a first act of misconduct or poor performance where there are no other active written warnings on your disciplinary record. A first written warning will remain on your file for a period of 12 months although a record of the sanction will continue to be retained for regulatory purposes and may be disclosed to the Financial Conduct Authority (or other applicable regulator) or future employers in accordance with the Company's regulatory obligations. The warning will set out the nature of the poor performance or misconduct, indicate any improvement required and warn of the likely consequences of further misconduct or poor performance in that period. Any further poor performance or misconduct during

this period may result in a subsequent stage of disciplinary action being taken against you.

18.8.3 Stage 2 - Final written warning. A final written warning may be issued if (i) the poor performance or misconduct continues or is repeated or does not improve to the required standards following a first written warning, (ii) there is a further offence of a different nature during the timescale stated within the first written warning period, or (iii) the seriousness of the poor performance or misconduct warrants it. A final written warning will remain on your file for a period of 12 months although a record of the sanction will continue to be retained for regulatory purposes and may be disclosed to the Financial Conduct Authority (or other applicable regulator) or future employers in accordance with the Company's regulatory obligations. The warning will set out the nature of the poor performance or misconduct and indicate any improvement required, and will make clear that any further offence or failure to improve may lead to dismissal. Any further poor performance or misconduct during this period may result in a subsequent stage of disciplinary action being taken against you. In exceptional cases verging on gross misconduct, a final written warning may state that it will remain active indefinitely. Your conduct may be reviewed at the end of a warning's active period and if it has not improved sufficiently we may decide to extend the active period.

18.8.4 Stage 3 - Dismissal. You may be dismissed if (i) the poor performance or misconduct continues or is repeated or does not improve to the required standards following a final written warning, (ii) there is a further offence of a different nature during the timescale stated within the final written warning period, or (iii) the seriousness of the poor performance or misconduct warrants it. Gross misconduct will usually result in immediate dismissal without notice or payment in lieu of notice (summary dismissal). Examples of gross misconduct are set out in [Section 18.9.2.](#)

18.8.5 Stage 3 - Alternatives to dismissal. In some cases we may at our discretion consider alternatives to dismissal which will usually be accompanied by a final written warning. Examples include:

- demotion.
- transfer to another department or job.
- a period of suspension without pay.
- loss of seniority.
- reduction in pay.
- loss of future pay increment or bonus.
- loss of overtime.

18.8.6 In accordance with the Company's Remuneration Policy and applicable laws and regulations, variable and other remuneration (including commissions) may be withheld, to the extent determined by the Company in its sole discretion, for failure of the employee to follow Company policies and procedures (for example, Conflicts of Interest, failure to complete mandatory compliance

training, etc.) or for conduct exposing the Company to undue conduct or other risk.

18.9 GROSS MISCONDUCT

18.9.1 If you are found guilty of an act of gross misconduct, you will be liable to summary dismissal, without notice or pay in lieu of notice.

18.9.2 The following are examples of issues that might constitute “**gross misconduct**” in any given circumstance. They are illustrative only and are not intended to be an exhaustive list:

- reporting for duty under the influence of alcohol or prohibited drugs or possessing on the Company’s premises any alcohol or prohibited drugs;
- damage to or misuse of the Company’s property or funds;
- acting without due financial authorisation;
- introducing new software on to an the Company computer without prior consent of the MIS, or transferring database material on to a computer that does not belong to the Company;
- conduct amounting to a serious act of insubordination;
- negligence causing or likely to cause unacceptable loss, damage or injury;
- bringing the Company into disrepute;
- dishonest or unethical behaviour;
- breach of the Health and Safety etc Act 1974, or any other related legislation or regulations;
- breach of the Company’s smoking policy;
- rude, threatening or violent behaviour towards another employee or member of the public;
- discrimination, harassment, victimisation or bullying, or any other action in breach of the Company’s Dignity at Work Policy;
- breaches of trust or unauthorised disclosure of information whether relating to the Company or any client or potential client of the Company or otherwise;
- knowingly or falsely claiming expenses in breach of the Company’s Expenses Policy;
- making any false claim in relation to sickness, holiday, parental leave, or any other benefit or entitlement;
- giving your Security Pass to another employee or to a person who is not employed by the Company;

- contravention of Company Systems Usage Policy;
- a criminal offence outside work that may prejudicially affect the Company's reputation or reflects upon an employee's suitability for their job;
- failure to acquire or retain any professional or regulatory qualification or permission which is necessary to carry out your duties;
- the Company is no longer satisfied that you meet the required standards of fitness and propriety for your role;
- a serious or repeated breach of those Conduct Rules which are relevant to your role.

18.10 **APPEALS**

18.10.1 You may appeal against any disciplinary action taken against you by sending your written grounds of appeal to the HR Manager within 5 days of receiving notification of the disciplinary action. Your notice must explain why you consider the disciplinary action was wrong.

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

18.10.3 We will give you written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after you receive the written notice.

18.10.4 The appeal will be heard by a Manager other than the one who took the disciplinary action or, in a case of dismissal, a senior Manager. The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at our discretion depending on the circumstances of your case.

18.10.5 We may adjourn the appeal hearing if we need to carry out any further investigations in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

18.10.6 You may be accompanied by a work colleague or trade union representative at the appeal who may speak (but not answer questions) on your behalf.

18.10.7 An application for an appeal does NOT invalidate a dismissal, which stands until such time as it is revoked. We will inform you of our decision as soon as possible, normally within one week of the appeal hearing. If the appeal is successful, the disciplinary action in question shall be set aside and have no effect, although a lesser sanction may be imposed instead. There will be no further right of appeal.

18.10.8 In any appropriate case where a disciplinary sanction is imposed, the Company shall amend its records accordingly to reflect FSA reference requirements.

19. HEALTH AND SAFETY POLICY

19.1 HEALTH AND SAFETY PRINCIPLES

19.1.1 The Company is committed to ensuring the health and safety at work of everybody using the Company's offices and aims to promote safety awareness within the organisation in accordance with the Health and Safety (Consultation with Employees) Regulations 1996. In particular we are committed to maintaining safe and healthy working conditions through control of the health and safety risks arising from our work activities, provision and maintenance of safe plant and equipment and taking steps to prevent accidents and cases of work-related ill health.

19.1.2 It is your responsibility to take care of your own health and safety at work, to follow health and safety instructions and rules, to comply with our safety arrangements and to avoid actions which might compromise the health and safety of others. If you notice a health and safety problem you must immediately, or as soon as reasonably practicable, inform your Manager or the Office Manager.

19.1.3 If you wilfully or negligently breach statutory health and safety obligations or the responsibilities placed on you under this Health and Safety Policy, you may be subject to disciplinary action. Similarly, if you place the Company in a position that could potentially result in breach of its statutory health and safety obligations or its obligations under this Health and Safety Policy, you will be subject to disciplinary action. Such action will be without prejudice to any other rights we may have against you for such breach.

19.2 ACCIDENTS AND FIRST AID

19.2.1 Any accident at work involving personal injury (however trivial) should be reported to your Manager and the Office Manager. All staff must cooperate with any resulting investigation.

19.2.2 Details of first aid facilities and trained first aiders are available from the Office Manager.

19.3 EMERGENCY EVACUATION AND FIRE PRECAUTIONS

19.3.1 You should familiarise yourself with the instructions about what to do in the event of fire which you have been provided with. You should also know where the fire extinguishers are, ensure that you are aware of your nearest fire exit and alternative ways of leaving the building in an emergency.

19.3.2 Fire wardens are responsible for the effective evacuation of designated areas. In the event of a suspected fire or fire alarm you must follow their instructions.

19.3.3 Regular fire drills will be held to ensure that our fire procedures are effective and to ensure you are familiar with them. These drills are important and must be taken seriously.

19.3.4 You should notify the Office Manager or your manager as soon as possible if there is anything (for example, impaired mobility) that might impede your evacuation in the event of a fire. A personal evacuation plan will be drawn up and brought to the attention of the fire warden responsible for overseeing your evacuation and colleagues working in your vicinity.

19.3.5 If you discover a fire you should not attempt to tackle it unless you have been trained or feel competent to do so. You should operate the nearest fire alarm and, if you have sufficient time, call reception and report the location of the fire.

19.3.6 On hearing the fire alarm you should remain calm and walking quickly, not running, evacuate the building immediately following the instructions of the fire wardens. Do not stop to collect personal possessions, do not use the lifts, and do not re-enter the building until you are told that it is safe to do so.

19.4 RISK ASSESSMENTS

19.4.1 General workplace risk assessments are carried out when required or as reasonably requested by members of staff or management. Managers are responsible for ensuring that any necessary risk assessments are undertaken and that recommended changes to the workplace and working practices are implemented.

19.4.2 If you use a computer for prolonged periods of time you can request a workstation assessment by contacting the Office Manager or your line manager.

19.4.3 Information on the regulation of manual handling can be obtained from the Office Manager.

20. FLEXIBLE WORKING

20.1 INTRODUCTION TO FLEXIBLE WORKING

20.1.1 The Company's general policy is for employees to work from one of the Company's primary office locations. The Company considers there to be numerous benefits to in-person office working, including more effective regulatory supervision (given the Company is a regulated company in the financial services industry), more effective employee mentoring, guidance and training, and more efficient and effective employee communication, collaboration and collegiality, all leading to better business results and client outcomes. Accordingly, the Company typically only grants home/tele working requests where there is a business need (for example, when necessary for the job function, such as travelling or performing work after standard work hours, or for certain managers and senior level employees).

20.1.2 You have the right to submit an application requesting to work flexibly if you are an employee with at least 26 weeks' continuous employment at the date

your request is made and you have not made a formal request to work flexibly during the 12 months prior to the date of the most recent application.

20.1.3 We will deal with flexible working requests in a reasonable manner and within a reasonable time. In any event the time between making a request and notifying you of a final decision (including the outcome of any appeal) will be less than three months unless we have agreed on a longer period with you. the Company.

20.1.4 Flexible working options are set out below. Such options are not an exhaustive list and other flexible working suggestions will be considered.

20.2 FLEXIBLE WORKING OPTIONS

Part-time working

20.2.1 Part-time working is when employees work fewer hours than full-time equivalent either by working fewer days per week or by working fewer hours per day. Salaries for part-timers are pro rated, thus an individual working 3 days would receive 3/5 of the usual annual salary for that level of job.

Flexi-time

20.2.2 Flex-time is when employees must work a certain number of hours per day (or per week), but the start and end of the working day can be varied. For example, instead of working 9 am to 6 pm, it may suit employees to work 8:30 am to 5:30 pm or 9:30 am to 6:30 pm. "Core working hours" during which employees will be expected to work may be defined, for example 10 am to 5 pm, with flexi-time at either end of the day.

Home/tele working

20.2.3 Home/tele working could range from working occasionally at home (or away from the Company's premises) to working at home (or away from the Company's premises) for the majority of time.

Compressed hours

20.2.4 Compressed hours is where the normal number of hours is worked but the hours are compressed into, for example, 4¹/₂ days, instead of 5 or into 9 days instead of 10. Salary is not affected. This may not be appropriate in management roles where employees frequently work extended days in any event.

Job sharing

20.2.5 Job sharing involves the splitting of what would normally be one person's job among two (or more) people. A job may be split 50:50 or may involve working a week on, week off system. It could be split so that one person works Monday, Tuesday, Wednesday of week one and Monday, Tuesday of week two, while the other job share works Thursday, Friday of week one and Wednesday, Thursday, Friday of week two, and so on. Salaries for job sharers will be paid pro rata to the number of hours they work.

Term time working

20.2.6 Term time working is where employees work only during school terms with time off during the school holidays at Christmas, Easter and in the summer and during half terms. The total amount of school holiday is generally 13 or 14 weeks. Employees are paid only for the weeks they work but pay may be spread over the year in 12 equal instalments.

Annualised hours

20.2.7 Annualised hours involves calculating an employee's total contracted working time over a year and re-distributing their working hours unevenly over the 12 months to match seasonal or other fluctuations. Employees will receive a fixed monthly wage despite the fact that they may work as many as 60 hours a week in some months and have whole weeks off in other months.

Career breaks

20.2.8 Career breaks are where individuals may request a break of between 3 months and 2 years to pursue a personal goal or fulfil a personal commitment. It is usually only available to employees with a certain number of years' service and sometimes only to employees of a certain seniority. After the career break the individuals would return to a role within the same band as the one they had left although this may not be the same role and may be in a different department or location.

20.3 APPLICATION FOR FLEXIBLE WORKING

20.3.1 Any employee interested in flexible working is advised to request an informal meeting with their line manager or the HR Manager to discuss their eligibility, the different options and the effect of their proposed work pattern on colleagues and service delivery before submitting a formal or informal request.

20.3.2 Any application for flexible working must:

- be in writing (whether on paper, e-mail or fax) and state that it is a flexible working request;
- state the reason for your request;
- provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times, and give the date from which you want your desired working pattern to start;
- address the effect the changes to your working pattern will have on the work that you do, that of your colleagues and on service delivery. If you have any suggestions about dealing with any potentially negative effects, please include these in your written application;
- state whether you have made a previous formal request for flexible working and, if so, when;
- ideally be submitted at least two months before you wish the changes you are requesting to take effect; and
- be signed and dated.

20.3.3 Your line manager might be able to agree your proposal without the need for a meeting (which is the next stage of the formal procedure). If that is the case, your line manager will write to you, confirming the decision and explaining the permanent changes that will be made to your contract of employment.

20.3.4 Where necessary the Company shall hold a meeting to consider the request. You will be entitled to be accompanied at this meeting by a colleague. Your companion will be entitled to speak during the meeting and confer privately with you, but may not answer questions on your behalf. The purpose of the meeting is to explore the desired working pattern and discuss how it might be accommodated. It will also be an opportunity to consider alternative suitable working arrangements.

20.3.5 Your line manager may suggest starting new working arrangements under an initial trial period to ensure that they meet your needs and those of the Company.

20.3.6 Following the meeting, the Company will provide you with a written decision as soon as possible stating whether:

- your application was accepted and establishing a start date and the details of the new working arrangements;
- the compromise agreed in the meeting was accepted;
- your application was rejected; or
- further time is required to consider the application, which must be agreed by you.

20.3.7 You should be aware that changes to your terms of employment will be permanent and that you will not be able to make another formal request until 12 months after the date of your original application.

20.3.8 If your application is rejected, the Company will inform you of the business grounds for the rejection, an explanation as to why the business grounds for rejection apply in the circumstances.

20.3.9 The eight business reasons for which we may reject your request are:

- the burden of additional costs;
- detrimental effect on ability to meet customer demand;
- inability to reorganise work among existing staff;
- inability to recruit additional staff;
- detrimental impact on quality;
- detrimental impact on performance;
- insufficiency of work during the periods that you propose to work; and
- planned changes.

20.3.10 You should be aware that changes to your terms of employment will be permanent and you will not be able to make another formal request until 12 months after the date of your original application.

21. ALCOHOL AND SUBSTANCE ABUSE POLICY

21.1 SCOPE AND PURPOSE OF ALCOHOL AND SUBSTANCE ABUSE POLICY

21.1.1 The Company is committed to promoting the general well being of all its employees. Dependence (whether physical, psychological or social) on alcohol, or the wrongful use of drugs/substances by any of its employees not only affects their own health, but may also affect attendance, work performance, relationships at work and the treatment of our clients and the public at large.

21.1.2 This Alcohol and Substance Abuse Policy applies to all employees of the Company, irrespective of seniority and does not discriminate at any level. To ensure fairness and consistency for all employees, no employee will consume alcoholic drinks or drugs or substances (other than for medical reasons) at work or be under the influence of such drinks, drugs or substances.

21.1.3 The Company recognises that alcohol or drug problems may be an illness, which needs to be treated in line with other health problems.

21.1.4 All employees who have, or suspect they may have, an alcohol or drug/substance problem are encouraged to seek skilled help as soon as possible. This can be done either by discussing the matter with a Manager or going direct to relevant agencies. Such requests for assistance will be treated in the strictest confidence and in no way will affect the job security, benefits, etc. of the employee.

21.1.5 Managers or colleagues who suspect an employee of having an alcohol or drug/substance problem should sensitively discuss the situation with the employee and urge him/her to seek skilled help immediately. Alternatively, or if the employee is unwilling to take appropriate advice, the Manager or colleague should refer the matter to the appropriate Manager of the employee.

21.2 EFFECT ON DISCIPLINARY AND OTHER PROCEDURES

21.2.1 This Alcohol and Substance Abuse Policy does not constitute a waiver of management responsibilities to maintain discipline, or the right to take disciplinary action. If an employee is receiving help and discontinues this help against professional advice, this in itself will not lead to any form of disciplinary action, but any unacceptable form of behaviour and/or work performance by the employee would be dealt with through the normal disciplinary procedure. The possession or supply of illegal drugs on Company premises, for example, constitutes gross misconduct and would invariably result in disciplinary action being taken against the employee.

21.3 ISOLATED INCIDENTS OF ALCOHOL/SUBSTANCE ABUSE

21.3.1 This Alcohol and Substance Abuse Policy does not apply to isolated incidents due to an over consumption of alcohol or drug taking. In such

circumstances, Managers will consider what action is appropriate. This may include disciplinary action which, in serious cases, can lead to instant dismissal for gross misconduct.

21.4 ALCOHOL/SUBSTANCE ABUSE PROCEDURE

21.4.1 When an employee is visibly under the influence of alcohol or other substances at work, the Manager concerned should ensure the employee is escorted home safely and arrangements made for him/her to be interviewed as soon as reasonably practicable thereafter.

21.4.2 The interview should be confined to aspects of work performance and/or behaviour unless there is clear evidence of alcohol/substance misuse or the employee raises the matter him/herself.

21.4.3 In all circumstances, the encouragement to seek and accept assistance is on the clear understanding that:

- the employee will be granted the necessary leave to undergo any help or intervention required and such leave will be treated as sick leave; and
- every effort will be made to ensure the employee is able to return to the same job unless resumption of the same job would risk undermining a return to a satisfactory level of job performance.

21.4.4 Employees who, having been encouraged to seek help because they are possibly experiencing alcohol and substance abuse problems, decline to accept referral for assistance or discontinue professional assistance and who continue to have an unsatisfactory level of work performance or attendance, will be subject to the Company's Disciplinary Procedure or Absence Management Procedure, as appropriate, and this may lead to the employee's dismissal.

21.4.5 Confidentiality will be observed at all times.

21.4.6 If the employee accepts treatment and it is recommended that they return to work, then the employee's Manager must be consulted on this. The Manager should interview the employee and convey management's expectations of work performance and/or behaviour in the future.

21.4.7 If a return to work during treatment will carry with it a risk of recurrence, or risk jeopardising the welfare and safety of staff, the help of an appropriate advisor may be sought in looking for suitable alternative employment. If no such alternative is available, then the employee will be placed on sick leave in consultation with the employee's doctor and the situation reviewed at regular intervals.

21.4.8 On completion of the treatment programme, the Manager will then discuss with the employee his/her fitness to return to his/her job. The Manager should interview the employee and convey management's expectations of work performance and future behaviour.

21.4.9 If behavioural or performance problems recur once the employee returns to work relating to recurrence of the alcohol or substance abuse problem, the Manager will decide, with guidance from a member of senior management,

whether to refer the employee back for specialist advice or to take appropriate action within the framework of the Company's Disciplinary Procedure.

22. DRESS CODE AND PERSONAL APPEARANCE POLICY

22.1 DRESS CODE AND PERSONAL APPEARANCE PRINCIPLES

22.1.1 All employees must wear appropriate business attire and be appropriately groomed during normal working hours. If your Manager feels your attire and/or grooming is out of place, you may be asked to leave the workplace until you are properly attired and/or groomed.

22.1.2 Men are expected to wear a shirt and tie (pressed, collared and long-sleeved), trousers, and dark coloured shoes. Khakis, jeans, shorts, denim, sports shoes and trainers are not permitted.

22.1.3 Women are expected to wear suits, dresses, trousers, skirts, blouses or sweaters. Skirts and dresses should be of a conservative length. Revealing, sheer, low cut, and overly form fitting clothing is not permitted. In addition, khakis, jeans, shorts, Capri pants, denim, sports shoes and trainers are not permitted.

22.1.4 Employees who violate dress code standards may be subject to appropriate disciplinary action.

23. INDIVIDUAL CONDUCT RULES

23.1 CONDUCT RULES

23.1.1 At all times during your employment, you must adhere to the following Conduct Rules:

- act with integrity;
- act with due skill, care and diligence;
- be open and co-operative with the Financial Conduct Authority (FCA), the Prudential Regulatory Authority (PRA) and other regulators;
- pay due regard to the interests of customers and treat them fairly; and
- observe proper standards of market conduct.

23.2 ONGOING ASSISTANCE

23.2.1 During your employment and after the termination of your employment you undertake to co-operate fully with the Company or any Group Company or any of their advisers in relation to any internal investigation or other internal enquiry or any investigation or other enquiry by the Financial Conduct Authority (FCA), the Prudential Regulatory Authority (PRA) or any other regulatory authorities, clearing houses and exchanges, professional bodies, or government bodies or agencies in relation to the Company or any Group Company or litigation brought by or against the Company or any Group Company in any case

relating (in whole or in part) to matters with which you have been involved during your employment with the Company.

23.3 VETTING

23.3.1 You consent to the Company and/or any Group Company and/or any appropriate regulator undertaking such vetting as is necessary during your employment to verify that you continue to meet the required standards of fitness and propriety for your function. You must co-operate with any such vetting and provide any information requested by the Company and/or any Group Company and/or any appropriate regulator.

23.4 APPRAISALS

23.4.1 In compliance with the Company's regulatory obligations, the appraisal process for Senior Managers and Certified Persons will also involve an assessment of fitness and propriety. During this process the Company and/or any Group Company will determine whether the individual continues to meet the required standards of fitness and propriety for their function(s).

23.5 REFERENCES

23.5.1 Should a prospective employment ask the Company for a reference in respect of you, the Company reserves the right to:

- (a) make such disclosures about you; and
- (b) issue an updated reference in respect of you,

as required by law or by any securities exchange or regulatory or governmental body having jurisdiction over the Company, whether or not the requirement has the force of law.